

**CITY OF DANIA BEACH CITY COMMISSION MEETING
NOVEMBER 9, 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 No. 2021-012, adopted February 9, 2021, and Resolution No. 2021-070, adopted May 11, 2021, related to conducting public meetings while under the public health emergency related to the spread of Novel Coronavirus Disease 2019 (COVID-19). The City Commission Chamber 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 Zoom

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: Join Zoom via the browser and enter 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
November 9, 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 Zoom

Go to <https://zoom.us/> to access the meeting from your device

Use this meeting link to join as an attendee: <https://us02web.zoom.us/j/86537407765>

Using your telephone

One tap mobile :

US: +19294362866,,86537407765# or +13017158592,,86537407765#

Or Telephone:

Dial (for higher quality, dial a number based on your current location):

US: +1 929 436 2866 or +1 301 715 8592 or +1 312 626 6799 or

+1 669 900 6833 or +1 253 215 8782 or +1 346 248 7799

Webinar ID: 865 3740 7765

To raise hand and be acknowledged to speak:

1. Users who call in can dial *9 to raise their hand
2. If in Zoom, hover at the bottom middle of screen to see the raise hand option and click
3. Once you have been selected to speak, you may be prompted to unmute your device or this will be done for you.

City of Dania Beach, Florida Virtual City Commission Meetings Quasi-Judicial Proceedings

Any member of the public wishing to make verbal comment during a meeting must pre-register to do so with the City Clerk's office using the form found on the City's website. This pre-registration applies to the public, and extends to the applicant and applicant's team. Once the registration has been processed, the registrant will receive instructions for participating in the meeting. Members of the public who attend the meeting by telephone will have their line muted at all times, except when acknowledged by the Mayor to speak on a particular agenda item, and only one individual will be permitted to speak at a time. **If either the applicant or a member of the public seeks to introduce documents into the record, that must be done at least five (5) days prior to the virtual public meeting, so that the City can upload the information. The City Clerk shall provide the Mayor and City Commission with the submittals prior to the hearing. All documents should be sent to the following email addresses: tschneider@daniabeachfl.gov and clajoie@daniabeachfl.gov. In the "Subject" line of the email please address the email as "documents to be included for public hearing" and list the public hearing applicant name and property address.**

On the date and at the time of the Virtual meeting, the City Attorney shall read the title of the quasi-judicial public hearing item when the Agenda item is ready to be presented. The City Attorney shall ask the City Commission to disclose any prior "ex parte" communications with any party that occurred prior to the meeting. Thereafter, the City Attorney will virtually swear in all staff persons speaking about an application as well as the applicant, applicant's team, and any persons in the public who intend to appear by telephone, email, or "live" during the virtual feed of the video presentation during the virtual City Commission meeting. The City Attorney will ask staff and applicant (including applicant's team) to raise their right hands to be sworn in. The City Attorney will then administer an oath. The City Attorney will ask each person to confirm audibly for the record that each speaker took the oath (all persons will identify themselves by name).

Thereafter, City staff will provide a presentation of the staff report and the Department recommendations, if any. Any power point presentations or documents shown or produced during the hearing shall be treated as evidence which the City Commission may consider in determining whether or not to approve the application. The applicant will then be provided the opportunity to make a presentation. Legal counsel for the applicant may make a presentation or assist with the applicant's presentation. Then members of the public, during the public hearing portion of the agenda item hearing, may speak to the application and may cross-examine witnesses (including City staff, the applicant, and applicant's team). During the Public Comments/Public Hearing portion of the meeting the City Attorney will individually swear in public speakers, who will acknowledge having taken the oath, and state their names for the record. Video of the virtual meeting will be streamed on the City's website at www.daniabeachfl.gov, the City's YouTube channel, and Dania Beach Comcast Channel 78. Additionally, a dedicated telephone line will be available so that any individual may listen to the meeting via telephone and may participate during the public comments portion of the hearing. If public comments were received in advance, they will be acknowledged by the City Clerk by mention of the names of those who submitted comments.

Once the public hearing is closed the Mayor and City Commission shall deliberate on the public hearing quasi-judicial item. A virtual quorum shall be required to take action on the application. Roll call vote of the City Commission shall be required.

**AGENDA
DANIA BEACH CITY COMMISSION
VIRTUAL REGULAR MEETING
TUESDAY, NOVEMBER 9, 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. Update on Olsen Middle School by Principal Valerie Harris - requested by Mayor James
2. Parks and Recreation Presentation
3. Special Event request from the City of Dania Beach Community Redevelopment Agency for Dania After Dark events to be held on SW 1st Avenue between Dania Beach Boulevard and SW 1st Street, on December 4, 2021, and on the second Saturday of each

month in 2022, up to and including November 12, 2022 from 5:00 p.m. to 10:00 p.m. The applicant is also requesting road closures on SW 1st Avenue, and BSO Police and Fire Services. (*Parks & Recreation*)

4. PROCLAMATIONS

1. Family Court Awareness Month - Mayor James
2. Small Business Saturday - Mayor James
3. Veterans and Military Families Month - Mayor James

5. CITIZEN COMMENTS

Addressing the Commission: A thirty (30) minute "Citizen Comments" period shall be designated on the agenda for citizens and interested persons to speak on matters whether or not scheduled on that day's agenda. Individuals wishing to speak on a matter not included on the "Public Hearing" section of the agenda, which matter pertains to an item before the City Commission which requires a decision of the City Commission, may do so by signing in and submitting a form to that effect with the City Clerk prior to the meeting. Speakers at Public Hearings shall also submit such a form. Each speaker shall be limited to 3 minutes for his or her comments. If more than ten (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: None
2. Travel Requests:

Request from City Manager Ana M. Garcia to attend the Florida City and County Management Association (FCCMA) Winter Institute in Cocoa Beach, Florida on February 2-5, 2022 (Estimated cost \$1,280.46) (*City Manager*)

3. RESOLUTION NO. 2021-166

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A COMMUNITY DEVELOPMENT BLOCK GRANT MITIGATION PROGRAM AGREEMENT WITH THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY TO PROVIDE FUNDS TO THE CITY IN THE AMOUNT OF SEVEN HUNDRED NINETY-FIVE THOUSAND DOLLARS (\$795,000.00), FOR DEVELOPING A CITYWIDE STORMWATER MASTER PLAN; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. (*Public Services*)

4. RESOLUTION NO. 2021-167

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO APPROVE A CHANGE ORDER FOR THE SOUTHEAST SECOND AVENUE AND SOUTHEAST SEVENTH STREET WATER MAIN REPLACEMENT PROJECT IN AN AMOUNT NOT TO EXCEED THREE HUNDRED NINETY NINE THOUSAND FIVE HUNDRED TWENTY FOUR DOLLARS AND SIXTY SEVEN CENTS (\$399,524.67); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

5. RESOLUTION NO. 2021-168

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A 47th YEAR COMMUNITY DEVELOPMENT BLOCK GRANT (“CDBG”) AGREEMENT BETWEEN THE CITY OF DANIA BEACH AND THE BROWARD COUNTY HOUSING FINANCE AND COMMUNITY REDEVELOPMENT DIVISION FOR THE DIVISION TO PROVIDE AND ADMINISTER A GRANT IN THE AMOUNT OF THREE HUNDRED NINETY-SIX THOUSAND FOUR HUNDRED NINETY-ONE DOLLARS (\$396,491.00), AND TO AUTHORIZE THE CITY PUBLIC SERVICES DEPARTMENT TO PROCEED WITH THE BID ADVERTISEMENT FOR THE CITYWIDE STREET LIGHTING IMPROVEMENT PROJECT; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

6. RESOLUTION NO. 2021-178

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, URGING THE FLORIDA LEGISLATURE TO TAKE ACTION SAFEGUARDING THE ACCESSIBILITY, AFFORDABILITY AND SAFETY OF REPRODUCTIVE HEALTHCARE AND THE FUNDAMENTAL CONSTITUTIONAL RIGHT TO ABORTION; OPPOSING THE LATEST EFFORTS OF SEVERAL STATES TO SEVERELY LIMIT OR BAN ABORTION; CONDEMNING CERTAIN DECEPTIVE PRACTICES OF “CRISIS PREGNANCY CENTERS”; DIRECTING THE CITY CLERK TO PROVIDE A COPY OF THIS RESOLUTION TO THE OFFICIALS DESIGNATED IN THIS RESOLUTION; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Mayor James)*

7. ORDINANCE NO. 2021-029

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 6, OF THE CITY CODE OF

ORDINANCES, WHICH CHAPTER IS ENTITLED “BEACHES, PARKS, WATERWAYS AND RECREATION” AT ARTICLE IV, ENTITLED “REGULATION OF MARINE VEHICLES IN CITY WATERWAYS” BY AMENDING SECTION 6-42(s) ENTITLED “REGULATION OF CITY WATERWAYS” TO CHANGE THE REFERENCE TO FLORIDA STATUTES CHAPTER 371 TO FLORIDA STATUTES 328; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. **(FIRST READING)** *(City Attorney)*

8. BIDS AND REQUESTS FOR PROPOSALS

1. RESOLUTION NO. 2021-169

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE AWARD OF REQUEST FOR PROPOSALS (“RFP”) NO. 21-018, ENTITLED “SECURITY PATROL SERVICES” TO CENTURION SECURITY GROUP, LLC, IN THE AMOUNT OF FIVE HUNDRED SEVENTY THREE THOUSAND FOUR HUNDRED TWENTY SEVEN DOLLARS AND FORTY FOUR CENTS (\$573,427.44) WHICH IS AN AMOUNT THAT WILL EXCEED THE CITY THRESHOLD VENDOR THRESHOLD OF \$25,000.00 FOR THE TERM OF THE CONTRACT; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

2. RESOLUTION NO. 2021-170

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE AWARD OF INVITATION TO BID (“ITB”) NO. 21-027, ENTITLED “JANITORIAL SERVICES” TO CLEAN SPACE, INC. IN THE ANNUAL AMOUNT OF EIGHTY FIVE THOUSAND THREE HUNDRED NINETY SEVEN DOLLARS AND EIGHTY EIGHT CENTS (\$85,397.88); AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

3. RESOLUTION NO. 2021-171

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A CONTRACT WITH CALVIN, GIORDANO & ASSOCIATES, INC., THE HIGHEST RANKED ENGINEERING DESIGN FIRM, FOR REQUEST FOR QUALIFICATIONS (“RFQ”) NO. 21-010 ENTITLED, “PROFESSIONAL ENGINEERING SERVICES FOR WIND PROTECTION AND BACKUP POWER TO FIRE-RESCUE STATION NO. 1” IN THE AMOUNT OF ONE HUNDRED SIXTY-FIVE THOUSAND EIGHT HUNDRED SIXTY-EIGHT DOLLARS (\$165,868.00);

PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

4. RESOLUTION NO. 2021-172

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE AWARD OF INVITATION TO BID (“ITB”) NO. 21-015, ENTITLED “NORTHWEST FIRST STREET MULTIMODAL ENHANCEMENTS PROJECT” TO SAGARIS CORP. IN THE AMOUNT OF ONE HUNDRED NINETY-NINE THOUSAND FOUR HUNDRED EIGHTY-FIVE DOLLARS (\$199,485.00); AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

5. RESOLUTION NO. 2021-173

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE AWARD OF INVITATION TO BID (“ITB”) NO. 21-019, ENTITLED “SOUTHEAST 5TH AVENUE CROSSWALK PROJECT” TO SAGARIS CORP. IN THE AMOUNT OF NINETY SEVEN THOUSAND SIX HUNDRED SIXTY DOLLARS (\$97,660.00); AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

6. RESOLUTION NO. 2021-174

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE AWARD OF INVITATION TO BID (“ITB”) NO. 21-028 ENTITLED “CITY HALL SECOND FLOOR RENOVATION” TO S3S CONSTRUCTION, INC. IN THE AMOUNT OF FIVE HUNDRED FORTY EIGHT THOUSAND DOLLARS (\$548,000.00); AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

7. RESOLUTION NO. 2021-175

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT WITH SAM’S LANDSCAPE MAINTENANCE, INC. FOR CITYWIDE LANDSCAPING SERVICES RELATED TO REQUEST FOR PROPOSALS NO. 21-017 ENTITLED, “CITYWIDE LANDSCAPING SERVICES” IN AN ANNUAL AMOUNT OF SEVEN HUNDRED NINETEEN THOUSAND FIVE HUNDRED DOLLARS (\$719,500.00), AN AMOUNT THAT WILL EXCEED THE CITY’S ANNUAL VENDOR THRESHOLD TOTAL AMOUNT OF TWENTY FIVE

THOUSAND DOLLARS (\$25,000.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

8. RESOLUTION NO 2021-176

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AWARDING A CONTRACT FOR MANAGEMENT CONSULTING SERVICES TO GOVERNMENT SERVICES GROUP, INC. (GSG), UNDER STATE OF FLORIDA MANAGEMENT CONSULTING SERVICES CONTRACT #80101500-20-1, FOR THE ADMINISTRATION OF AMERICAN RESCUE PLAN ACT (ARPA) FUNDS, AND TO EXCEED THE ANNUAL VENDOR THRESHOLD AMOUNT OF TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00) FOR EACH YEAR THE CONTRACT IS IN EFFECT; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Finance)*

9. RESOLUTION NO 2021-177

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE RANKING OF QUALIFIED AUDIT FIRMS AND AUTHORIZING THE CITY ADMINISTRATION TO NEGOTIATE AN AGREEMENT WITH KEEFE MCCULLOUGH FOR AUDIT SERVICES FOR FISCAL YEAR 2021 THROUGH FISCAL YEAR 2025 AND TO EXCEED THE CITY'S ANNUAL VENDOR THRESHOLD TOTAL AMOUNT OF TWENTY FIVE THOUSAND DOLLARS (\$25,000.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Finance)*

9. PUBLIC HEARINGS

1. ORDINANCE NO. 2021-026

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE REQUEST MADE BY LEIGH ROBINSON KERR & ASSOCIATES, INC, AGENT FOR THE PROPERTY OWNER FRANMAR PROPERTIES OF SOUTH FLORIDA, LLC, TO REZONE PROPERTY LOCATED BETWEEN RAVENSWOOD ROAD AND SW 22ND AVENUE NORTH OF SW 42ND STREET, DANIA BEACH, FLORIDA, AS LEGALLY DESCRIBED IN EXHIBIT "A"; CHANGING THE CURRENT ZONING CLASSIFICATION OF THE PROPERTY FROM RS-6000 AND C-3 TO IROM-AA (APPLICATION NO. RZ-063-21), SUBJECT TO CERTAIN RESTRICTIONS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE. **(SECOND READING)** *(Community Development)*

2. ORDINANCE NO. 2021-028

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 22, OF THE CITY CODE OF ORDINANCES, WHICH CHAPTER IS ENTITLED “STREETS AND SIDEWALKS” AT ARTICLE I, ENTITLED “IN GENERAL” BY CREATING SECTION 22-7A OF THE CITY CODE OF ORDINANCES TO BE ENTITLED “AUTHORITY OF CITY COMMISSION TO CO-DESIGNATE ROADS AND STREETS, ETC.” AND DELETING CODE SECTION 700-150 ENTITLED “AUTHORITY OF CITY COMMISSION TO NAME, RENAME, NUMBER OR RENUMBER ROADS, ALLEYS, ETC.”, OF CHAPTER 28, TO PROVIDE A PROCESS FOR THE CITY COMMISSION TO NAME OR RE-NAME PUBLIC RIGHTS OF WAY; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. **(SECOND READING)** *(Community Development)*

3. ORDINANCE NO. 2021-030

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), WHICH EXPENDITURE IS NOT TO EXCEED THE PROJECT ESTIMATE APPROVED BY THE CITY COMMISSION, TO FUND THE DANIA BEACH OCEAN PARK PIER REFURBISHING PROJECT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. **(FIRST READING)** *(Public Services)*

4. ORDINANCE NO. 2021-031

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, RELATING TO THE LAND DEVELOPMENT CODE (LDC); AMENDING SECTION 725-30, ENTITLED “TERMS DEFINED” BY (1) CREATING A DEFINITION FOR “LABORATORY”; (2) AMENDING THE DEFINITION OF “OFFICE, MEDICAL” TO INCLUDE SPECIFIC NON-LABORATORY USES; AND (3) AMENDING SECTION 115-40, ENTITLED “SCHEDULE OF PERMITTED USES” FOR INDUSTRIAL ZONED DISTRICTS RELATING TO LABORATORIES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. **(FIRST READING)** *(Community Development)*

5. RESOLUTION NO. 2021-179

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE SITE PLAN MODIFICATION (SP-052-16MOD2), SUBMITTED BY DANIA BEACH RENTALS, LLC, FOR THE PROPERTY LOCATED AT 601 EAST DANIA BEACH BOULEVARD IN THE CITY OF DANIA BEACH, FLORIDA, AS LEGALLY DESCRIBED IN EXHIBIT “A”, A COPY OF

WHICH IS ATTACHED TO AND INCORPORATED BY REFERENCE INTO THIS RESOLUTION; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Community Development)*

10. DISCUSSION AND POSSIBLE ACTION

1. City/CRA initiative regarding way-finding signs - Mayor James
2. Historic District - Mayor James
3. Options for in-person Commission meetings - Commissioner Odman
4. City Attorney request to seek Court authorized inspection warrant for 225 SW 15th Street
5. Review and approve City Commission meeting dates for 2022 - City Clerk

11. COMMISSION COMMENTS

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

12. APPOINTMENTS

1. Education Advisory Board
Commissioner Davis - 1 appointment
Commissioner Odman - 1 appointment
2. General Employees Pension Board
1 Commission Appointment for a term beginning June 22, 2020 and ending June 22, 2022
3. Marine Advisory Board
Mayor James - 1 appointment
4. Parks, Recreation and Community Affairs Advisory Board
Commissioner Davis - 1 appointment

13. ADMINISTRATIVE REPORTS

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

Tuesday, December 14, 2021 - 5:30 p.m.
Tuesday, December 14, 2021 - 7:00 p.m.
Tuesday, January 11, 2022 - 5:30 p.m.
Tuesday, January 11, 2022 - 7:00 p.m.

CRA Board Meeting
City Commission Meeting
CRA Board Meeting
City Commission Meeting

14. ADJOURNMENT

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Special Event

Continued from:

Requested Action (Identify appropriate Action or Motion)

Special Event request from the City of Dania Beach Community Redevelopment Agency for Dania After Dark events to be held on SW 1st Avenue between Dania Beach Boulevard and SW 1st Street, on December 4, 2021, and on the second Saturday of each month in 2022, up to and including November 12, 2022 from 5:00 p.m. to 10:00 p.m. The applicant is also requesting road closures on SW 1st Avenue, and BSO Police and Fire Services.

Purchasing Requests ONLY

Dept:	Acct #:	Amt:
Fund:		

Fiscal Impact/Cost Summary

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Exhibits Attached

Memo to Commission - Dania After Dark, Revised Special Event Appl - Dania After Dark, Revised Dania Site Plan



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

CITY OF DANIA BEACH PARKS AND RECREATION DEPARTMENT

MEMORANDUM

DATE: November 9, 2021

TO: Honorable Mayor and Commissioners

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

VIA: Cassi Warren, CPRP, Parks and Recreation Assistant Director *Cassi Warren*

RE: Special Events Application Request for the Fiscal Year 2022 Dania After Dark for Event Dates:

- Saturday, December 4, 2021 from 5pm to 10pm
- Saturday, January 8, 2022 from 5pm to 10pm
- Saturday, February 12, 2022 from 5pm to 10pm
- Saturday, March 12, 2022 from 5pm to 10pm
- Saturday, April 9, 2022 from 5pm to 10pm
- Saturday, May 14, 2022 from 5pm to 10pm
- Saturday, June 11, 2022 from 5pm to 10pm
- Saturday, July 9, 2022 from 5pm to 10pm
- Saturday, August 13, 2022 from 5pm to 10pm
- Saturday, September 10, 2022 from 5pm to 10pm
- Saturday, October 8, 2022 from 5pm to 10pm
- Saturday, November 12, 2022 from 5pm to 10pm

REQUEST

A Special Event is requested by City of Dania Beach Community Redevelopment Agency for Dania After Dark monthly events. The requested events are scheduled for the dates shown above from 5:00 p.m. to 10:00 p.m. at City Hall located at 100 W. Dania Beach Blvd, Dania Beach, FL 33004.

BACKGROUND

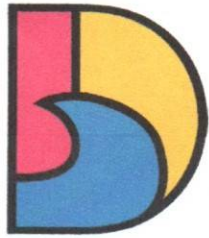
These are monthly events that take place to collectively bring the community together to share in the night life and entertainment.

BUDGETARY IMPACT

The special events application fee for this event is \$300.00.

RECOMMENDATION

Applicant will pay for necessary services recommended below.



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

CITY OF DANIA BEACH PARKS AND RECREATION DEPARTMENT

MEMORANDUM

It is recommended that the City Commission Approve the Special Events Application request in whole with compliance of the conditions noted below:

Staff	Comments/Conditions	
BSO Fire Dept. – Fire Prevention Officer Zipoli	<i>Fire Marshal's Report attached</i> Inclusive of the "special installment" of this event on Dec. 4, 2021.	
BSO Police Dept. – Deputy Tarala	No concerns raised. Will continue to staff the event with three (3) deputies to provide security and traffic support for each installment.	
Code Enforcement - Eric Walton	No concerns raised.	
Community Dev. – Jack Fisher	Building permit are required, Building permit for stage and tents, Electrical permit for Generators and temporary wiring. Plumbing permit for gas and port-a-potties. No further concerns raised.	
Community Dev. – Richard Lorber	No concerns raised.	
City Attorney - Tom Ansbro	No concerns raised.	
HR/Risk Mgmt. – Linda Gonzalez	No response.	
Parks & Recreation – Eric Brown	No concerns raised.	
Public Services	No concerns raised.	



Department of Fire Rescue & Emergency Services - Fire Marshal's Office Dania Beach District

103 West Dania Beach Blvd. • Dania Beach, Florida 33004

Office: (954)342-4262 • Fax: (954)342-4265

SPECIAL EVENT APPLICATION REVIEW / COMMENTS

Event Name: DANIA AFTER DARK

Event Date(s): 01/08/22, 02/12/22, 03/12/22, 04/09/22, 05/14/22, 06/11/22, 07/09/22, 08/13/22, 09/10/22, 10/08/22, 11/12/22

Event Location: City Center, Cul DeSac, on SW 1st Avenue DANIA BEACH FLORIDA 33004

Event Reviewed By: DAVID ZIPOLI Date of Review: 11/01/2021

☐ EVENT CANNOT BE APPROVED UNTIL FURTHER INFORMATION HAS BEEN PROVIDED (See Below) ☒ EVENT IS APPROVED ☒ EVENT IS APPROVED WITH CONDITIONS (See Below) ☐ EVENT HAS BEEN DENIED BY THE FIRE MARSHAL

Special Event Applicant must address any and all checked items below.

☒ **Insurance Rider Required** – Provide a legible copy of the liability insurance rider naming the Broward Sheriff's Office/ 2601 West Broward Boulevard / Ft. Lauderdale, FL 33312.

☒ **Site Plan Required** - A site plan indicating the following conditions must accompany the application or the application will be rejected, resulting in a significant time delay. The fire department must have easy access to the special event area. The site plan must include the following: entrances and exits, emergency vehicle access routes, parking, general vehicular drive paths, fire hydrant locations, fire department connections, street closure requests, fenced areas, grandstand, bleacher or other seating locations, tent and stage locations, cooking areas, and locations of any pyrotechnical material, fireworks, etc. In addition, the site plan must include the location of any rides (animal or mechanical), petting zoos, exhibits, DJ's, bands, performers, sanitary facilities, recreation vehicles for overnight housing, etc.

☐ **Crowd Control / Management Plan** – Provide a written plan as to how crowd management will be obtained. Include the number of personnel being utilized to achieve maintaining the Maximum Capacity within the structure and the locations where these personnel will be stationed. Include the locations of all ingress and egress locations for the structure / building. In addition, provide the mechanism or method that will be utilized for maintaining an accurate count of the number of persons inside the structure at all times. Please be sure to include the Maximum Capacity assigned to the structure or building on this plan and ensure that adequate signs are obscurely posted in the structure of building. This Crowd Control / Management Plan must be approved by the Fire Marshal prior to the event.

☒ **Fire extinguishers Required** – Fire extinguishers must be supplied for each tent, canopy, cooking appliance and stage. They must be accessible from anywhere in the tent or on the stage without having to travel any further than 75 feet for access. Extinguishers must be easily accessible and not obscured from view. Fire extinguishers must be commercial "ABC Multi-Purpose" (minimum 5lbs.) fire extinguishers that are currently certified and tagged by a licensed company.

☒ **Tent/Canopy Permits Required** - Obtain permits from the City of Dania Beach Building Department. (Note: Minimum spacing requirements between tents utilized for cooking shall be 10 feet). Per BORA F-108.1.1: Temporary structures such as tents with sides, exceeding 100 sq./ft. and canopies without sides exceeding 225 sq./ft. containing occupancy or operations that could present a life safety hazard to occupants and/or the general public based on the Fire Code Official shall be required to have a permit issued

in conformance with permitting section Chapter 1 and this code and be in conformance with the Life Safety provisions of this code and the Florida Building Code.

☐ **Tent/Canopy Egress Plan Required** – Provide an egress plan for Tents / Canopies to indicate all the following: Locations of Exits, Locations of all exit signs and emergency lighting, aisle spacing, table and seating arrangements (Including spacing between tables, chairs, etc.), locations of any service area including but not limited to bars and food, locations of any stage, DJ, band, etc.

BSO FMO SPECIAL EVENT APPLICATION REVIEW (Continued)

☐ **Generator Permits May Be Required** – Confirm with City of Dania Beach Building Department for determination.

☐ **Power cords** shall be sufficiently protected from water and shall not create a trip hazard for patrons and/or event workers.

☒ **Gas Grills** (other than those with a UL Listing and typically bought at Home Depot, Lowes, etc. for home grilling, non-commercial use) must be permitted and pass a fire inspection and drop test (**performed by a licensed Gas Company**). Obtain permits from the City of Dania Beach Building Department. **This is a responsibility of the promoter to have a licensed gas company preform a leak test on all of the food vendors that use propane fuel. This test must be done before any cooking is allowed on the opening of the first day of the event.**

☒ **LP Gas Containers** must be secured in an approved method and cordoned off from patron access in an approved method. The LP Gas containers must be a minimum of 10 feet from any heat source or open flame. "NO SMOKING" signs shall be posted at all LP Gas Container locations.

☒ **Fire Department Access (or additional access) required** - Contact the Fire Marshal's Office at (954)342-4262.

☐ **Street Closure Conflict** - Contact the Fire Marshal's Office at (954)342-4262.

☐ **Fenced Area Conflict** - Contact the Fire Marshal's Office at (954)342-4262.

☒ **Stages** - Identify the type of construction (Wood, Metal, Stage made from a Trailer, etc.). Plans & Permits may be required.

☐ **Grandstands / Bleachers** - Identify the type of construction (Wood, Metal, Grandstands/Bleachers made from a Trailer, etc.) (Plans & Permits may be required)

☒ **Any trailer or vehicle used in the preparation of food that creates grease laden vapors** must have a UL-300 compliant automatic fire suppression system. This suppression system must be tagged and currently certified by a Florida licensed, automatic fire suppression system contractor

☒ **Grease Fryers**

Grease Fryers are not permitted indoors unless they are protected with an approved a UL-300 compliant automatic fire suppression system. This suppression system must be tagged and currently certified by a Florida licensed, automatic fire suppression system contractor.

Grease Frying Areas must have a Class K Fire Extinguisher that has is currently certified and tagged by a licensed company. Any grease frying area that does not have a currently certified and tagged Class K Fire Extinguisher will not be permitted to operate or be put in use. All grease fryers must be secured in an area located away from the general public access.

☒ **Food Trucks** that utilize cooking appliances for foods that create grease-laden vapors must be equipped with a currently certified and tagged Automatic Fire Suppression System and must pass a fire inspection prior to use.

NOTE: A licensed propane vendor capable of testing propane gas systems of food vendors must be on site during fire inspection. The propane vendor will be required to test and approve propane gas systems of food vendors. Food vendors who are not tested and approved by the propane vendor and approved by the fire inspector will not be allowed to utilize any propane fueled devices. The event applicant is responsible for the coordination and costs of required propane vendor.

☐ **No overnight lodging** is permitted at the event unless the lodging is in an "RV" or other approved accommodation and the location of the "RV" or other accommodation has been approved by the Fire Marshal's Office.

☐ **Amusement Rides must be currently tagged** by the Florida Department of Agriculture & legible copies of the amusement ride inspections shall be provided to the Fire Marshal's Office at the time of Fire Inspection. Any amusement ride that does not pass Florida Department of Agriculture Inspection(s), City Electrical Inspection(s) and Fire Inspection(s) shall not be permitted to open. Those rides not passing any of the above inspections shall remain closed to patrons until such time as the inspections have been approved. The rides shall be cordoned off with Fire Line Tape

☐ **Each individual amusement ride must have a dedicated fire extinguisher.** The fire extinguisher(s) must be commercial, "ABC" Multi-purpose type fire extinguisher(s) (Minimum 5 lbs.), and be currently tagged and certified by a Florida-licensed fire extinguisher contractor. The fire extinguisher(s) must be easily accessible and not obscured from view.

BSO FMO SPECIAL EVENT APPLICATION REVIEW (Continued)

☐ **The use of pyrotechnics and/or fireworks display is not permitted at this location.**

☐ **The use of pyrotechnics and/or fireworks display** shall comply with the currently adopted edition of the Florida Fire Prevention Code.

☒ **Other Requirements and/or Special Notes:** **NOTE: there MUST be a minimum of 10 (ten) feet between tents of any vendor that cooks.**

Notes: No vendor tents are to exceed outside of the assigned spaces. (Shall not hinder life safety access). Tents that are permitted to have generators must have a sufficient fire extinguisher. (10lb ABC). A Fire Inspector shall be required to inspect the site before opening of the event.

A licensed gas company is required to be on site and preform a gas leak testing before the opening of the event and before any cooking begins. All food trucks and vendors must be on site and ready for the fire inspection and gas company leak testing. This inspection shall take place 1 hour or sooner before opening of the event to the public. It is the responsibility of the Event Coordinator to set up the licensed gas company at the same time that the fire inspector will be on site. (see below or after hours inspection time). Street closures, Fire department access, tent spacing and fire extinguisher inspections along the path of egress between tents must be in compliance before the event shall be signed off. An after hour request form must be approved by The Fire Marshal's Office. Contact: FPO David Zipoli: david_zipoli@sheriff.org

INSPECTION AND/OR DETAIL REQUIREMENTS

Pre-Event Inspections Required:

☐ NO ☒ YES

☐ N/A ☐ (Dates & Times): 1/08/22, 2/12/22, 3/12/22, 4/09/22, 5/14/22, 6/11/22, 7/09/22, 8/13/22, 9/10/22, 10/08/22, 11/12/22 With the approved Licensed Gas-company

TYPE OF INSPECTION REQUIRED:

- ☐ Normal Inspection Hours
☒ After-Hours (4-Hours or Less)
☐ After Hours (Greater than 4 Hours)

Fire Inspector Stand-By Detail Required:

☐ NO

☐ N/A ☐ (Dates & Times): All dates mentioned above, Fire Inspector must be on scene at 15:00

Operational Detail Required:

☐ NO

Type: ALS 2 PERSON FIREFIGHTER/PARAMEDIC MEDICAL CART DETAIL

Sign and date this document if the conditions are correct and Event Coordinator understands them:

K. Michael Digitally signed by K. Michael
Chen
Date: 2021.11.02 16:07:23
-04'00'



JIMMY PATRONIS
CHIEF FINANCIAL OFFICER

**STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF WORKERS' COMPENSATION**

*** * CERTIFICATE OF ELECTION TO BE EXEMPT FROM FLORIDA WORKERS' COMPENSATION LAW * ***

NON-CONSTRUCTION INDUSTRY EXEMPTION

This certifies that the individual listed below has elected to be exempt from Florida Workers' Compensation law.

EFFECTIVE DATE: 7/28/2021

EXPIRATION DATE: 7/28/2023

PERSON: CHRISTIAN W GAIDRY

EMAIL: CWG@ATLANTICSTUDIOS.COM

FEIN: 550844832

BUSINESS NAME AND ADDRESS:

ATLANTIC STUDIOS, INC.

PO BOX 671012

POMPANO BEACH, FL 33067

SCOPE OF BUSINESS OR TRADE:

Salespersons or Collectors
Outside

IMPORTANT: Pursuant to subsection 440.05(14), F.S., an officer of a corporation who elects exemption from this chapter by filing a certificate of election under this section may not recover benefits or compensation under this chapter. Pursuant to subsection 440.05(12), F.S., Certificates of election to be exempt issued under subsection (3) shall apply only to the corporate officer named on the notice of election to be exempt and apply only within the scope of the business or trade listed on the notice of election to be exempt. Pursuant to subsection 440.05(13), F.S., notices of election to be exempt and certificates of election to be exempt shall be subject to revocation if, at any time after the filing of the notice or the issuance of the certificate, the person named on the notice or certificate no longer meets the requirements of this section for issuance of a certificate. The department shall revoke a certificate at any time for failure of the person named on the certificate to meet the requirements of this section.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/26/2021

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 have **ADDITIONAL INSURED** provisions or 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 Hiscox Inc. 520 Madison Avenue 32nd Floor New York, NY 10022	CONTACT NAME: PHONE (A/C No. Ext): (888) 202-3007 E-MAIL ADDRESS: contact@hiscox.com FAX (A/C No.):
INSURED Atlantic Studios, Inc. 434 NW 1st Ave Unit 504 Fort Lauderdale FL 33301	INSURER(S) AFFORDING COVERAGE INSURER A: Hiscox Insurance Company Inc INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 10200

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 INSD	SUBR 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 ☐ PRO-JECT ☐ LOC ☐ OTHER:	Y	Y	UDC-1598757-CGL-21	06/25/2021	06/25/2022	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 \$ S/T Gen. Agg. \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						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 \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Dania Beach CRA / City of Dania Beach, Florida are additionally insured. The Hiscox General Liability Policy is Primary and endorsed with a Waiver of Subrogation, subject to the policy's terms and conditions. Hiscox will provide a 30 day notice of cancellation, 10 days for non-payment, subject to the policy's terms and conditions.

CERTIFICATE HOLDER**CANCELLATION**

Dania Beach CRA / City of Dania Beach, Florida
100 W Dania Beach Boulevard
Dania Beach, FL 33004

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



CITY OF DANIA BEACH SPECIAL EVENT APPLICATION

Submit a **COMPLETED APPLICATION**, SITE PLAN AND SITE PLAN NARRATIVE by email. Please make sure all sections are completed and all pages are initialed by the applicant. Incomplete application will be returned to applicant. After you submit the application with your fee, you will be contacted by the Special Event Coordinator to review and further process your application. The Special Event Coordinator will contact you once the review is complete to provide conditions or comments and the next available date for City Commission approval (if required).

PART I: EVENT REQUEST

Event Name: Dania After Dark

Type of Event: Minor Event - less than 500 people, single day event, no road closures
Major Event - more than 500 people, consecutive multi-day event, road closures
(major event requires Commission approval)
Wedding

Is your event located in a public park or City property? ☒ Yes ☐ No

Is your event located on the beach? ☐ Yes ☒ No

Location: SW 1st Avenue b/t Dania Beach Boulevard & SW 1st Street

Expected maximum attendance 500 Expected sustained attendance 300-500

Has this event been held in the past? ☒ Yes ☐ No
If yes, please list the past dates, locations and attendance Event was held the second Saturday

of each month from June 2018 through February 2020.

Detailed Description: (Activities, Vendors, Entertainment, etc.)

Evening time fusion event: featuring live music, unique artisan
vendors, vintage vendors, food trucks, and tented greenmarket
styled vendors.

Dates/Times of Commencement:

DAY OF THE WEEK	DATE	START TIME	END TIME	TOTAL DURATION
Saturday	12/04/21	5:00pm	10:00pm	5hrs.
Saturday	01/08/22	5:00pm	10:00pm	5hrs.
Saturday	02/12/22	5:00pm	10:00pm	5hrs.
Saturday	03/12/22	5:00pm	10:00pm	5hrs.
Saturday	04/09/22	5:00pm	10:00pm	5hrs.
Saturday	05/14/22	5:00pm	10:00pm	5hrs.
Saturday	06/11/22	5:00pm	10:00pm	5hrs.
Saturday	07/09/22	5:00pm	10:00pm	5hrs.
Saturday	08/13/22	5:00pm	10:00pm	5hrs.
Saturday	09/10/22	5:00pm	10:00pm	5hrs.
Saturday	10/08/22	5:00pm	10:00pm	5hrs.
Saturday	11/12/22	5:00pm	10:00pm	5hrs.

PART II: APPLICANT

Organization Name Dania Beach CRA **Name of Authorized Signatory** K.Michael Chen
For-Profit Non-Profit Private (as registered in Sunbiz)
Address: 100 W. Dania Beach Blvd. **City, State, Zip:** Dania Beach FL 33004
Date of registration: 2003 **State registered in:** Florida **Federal ID #** 55-0844832
Email Address: mchen@daniabeachfl.gov **Phone:** 954-924-6801 x 3732
Event Coordinator Name K.Michael Chen **Phone:** 954-924-6801 x 3732
Title: Executive Director **Phone:** 954-924-6801 ext 3732 **Cell:** 954-779-9578
Email address: mchen@daniabeachfl.gov **Fax:** 954-921-2604
Additional Contact Name Kisha Eugene **Will you be on site?** ☒ Yes ☐ No
Title: Communications Representative **Phone:** 954-924-6901 x 3750 **Cell:** 954-405-7906
Email address: keugene@daniabeachfl.gov **Fax:** 954-921-2604
Event Production Company (if other than applicant) Atlantic Studios, Inc.
Address: PO Box 671012 **City, State, Zip:** Coral Springs, FL. 33067
Contact Name: Chris Gaidry **Title:** President
Phone (day) (954) 785-7475 **(night)** (954) 785-7475 **Cell:** (954) 914-5954
Email address: cwg@atlanticstudios.com **Fax:** (954) - STUDIOS (788-3467)

PART III: EVENT INFORMATION

All City permits must be obtained through the City's Building Division using the Building Permit Application form. Apply and pay for the permits at least 30 days before the event. Contact the Building Division at (954) 924-6805 with any questions.

Admission/Registration ☐ Yes ☒ No **If yes, how much? \$** N/A
Alcohol for Sale ☒ Yes ☐ No **Alcohol for Fee** ☒ Yes ☐ No

If yes, how will the beverages be controlled and served? (Draft truck, bar tender, beer tub, etc.)

ID Check - Bar Tenders / Draft Beer & Mixed Drinks

Provide State of Florida alcohol licenses and \$500,000 of Liquor Liability insurance 30 days before event.

Amusement Ride ☐ Yes ☒ No
If yes, name a contact of company: N/A
What type of rides are you planning? N/A

Florida Bureau of Fair Rides, Ron Jacobs (850) 921-1530 must be contacted 30 days before the event to schedule inspections and final approval of all vendors and rides prior to use.

Electricity ☒ Yes ☐ No **Generator** ☒ Yes ☐ No **Amount of Kilowatts** 7KW - 21KW

Events requiring electricity must be permitted.

Company: E. H. Whitson License #: EC13003301

Name of Electrician: John Lipka Phone: (954) 927-4060

Entertainment ☒ Yes ☐ No

If yes, what type of entertainment will be there? Any notable documents?

Fencing or Barricades ☐ Yes ☒ No

Include proposed fences in your Site Plan & Narrative

Fireworks & Flame Effects ☐ Yes ☒ No

Name & Contact of Company conducting the show: N/A

A permit and Fire Watch is required for all pyrotechnics displays.

Food Vendors ☒ Yes ☐ No

Food Trucks ☒ Yes ☐ No

Cooking Appliance Types (charcoal grills gas grills, deep fryers, etc.) Gas grills, gas stoves, deep fryers, charcoal smokers, gas ovens.

State Health Dept. Tara Palmer at (594) 397-9366 must be notified 10 days prior to event. All Food Vendors must be inspected by BSO Fire to ensure compliance prior to serving food. A fire extinguisher is required for each food booth. If a propane tank is used for a fuel source, it must be secured on the outside of the booth. LP Gas permits may be required.

Will any type of cooking appliances be used by either the Sponsor of the Event or any of its vendors?

☒ Yes ☐ No

If so, indicate the type of appliance(s) to be used and the number of each applicant to be used:

N/A Electric Grill(s) # 0-5 Gas Grill(s) # 0-5 Charcoal Grill(s) # 0-3 Smoker Grill(s) # 0-3

Grease Fryer(s) # 0-5 Oven(s) # 0-5 Electric Range Burner(s) # 0-5 Gas Range Burner(s) # 0-5

Please Note – Grease Fryers are not permitted indoors unless they are protected with an approved Hood and a UL300 Compliant Wet Chemical Automatic Fire Suppression System in accordance with NFPA 96.

Does each cooking appliance have its own dedicated Fire Extinguisher? ☒ Yes ☐ No

Please Note – Each cooking appliance must have its own dedicated fire extinguisher. Class K fire extinguishers are required for fryers. You need to demonstrate that this requirement will be met by making a note on the site plan indicating compliance with all of the above requirements or providing a letter to the fire prevention bureau.

Does each cooking area have the proper clearances from all other event areas? ☒ Yes ☐ No

Please Note – Cooking areas can be located no closer than 30 feet from any tent or canopy structure, event rides, stages, grandstands of bleachers, etc. Ensure that this measurement is demonstrated on the site plan.

Food Truck and vendors that are participating at the event.

1. Fire Safety Inspection is required the day of the event.
2. Certified Gas Company to inspect the food trucks and any vendor that is cooking with gas prior to cooking for the opening of the event. (Leak detection test).
3. Food trucks that are participating must have an approved and updated fire suppression extinguishing system.
4. Food trucks are to be 10 feet apart from other food trucks. Vendors that are cooking outside in separated booths must be 10 feet apart from other vendors that are cooking.
5. All vendors that are cooking must have the proper fire extinguisher to extinguish their product.

Music ☒ Yes ☐ No

If yes, what music format(s) will be used? (Amplified, acoustic, recorded, live, MC, DJ, etc.):

Live, MC, DJ, Recorded, & Amplified acoustic will all be utilized.

List the type of equipment you will use (speakers, amplifier, drums, etc.):

Full PA system - Concert sound, Live music with up to 10 piece bands & all accompanying instruments. Audio engineer on-site during all hours of operation.

Stages ☒ Yes ☐ No Type (wood, metal, trailer stage, etc.) Trailer / Showmobile
Stages may require permits.

Days and times music will be played: All dates of operation - December 4th 2021 & the second Saturday of each month in 2022

How close is the event to the nearest residence? In excess of one block away.
It is the responsibility of the event coordinators/promoter to reach out to businesses within proximity of the event.

Parking Impact ☐ Yes ☒ No If yes, lot location(s)? N/A

Date(s) of Closure N/A Time(s) of Closure N/A
All Parking Spaces that are impacted by an event will be billed to the event organizer through the City's Parking Division and must be paid in full before the event.

Road Closings ☒ Yes ☐ No If yes, define Closure(s) SW 1st Avenue b/t Dania Beach Boulevard & SW 1st Street

Date(s) of Closure December 4th 2021, and the second Saturday of each month in 2022 Time(s) of Closure 3:00pm - 12:00am

Sanitation & Waste

Will the event encourage Recycling and Sustainability? ☒ Yes ☐ No

Recycling must be provided at all City events, facilities & parks. All dumpsters must be removed at the end of the event.

Company Name Atlantic Studios Contact Chris Gaidry Phone (954) 785-7475

All grounds must be cleaned up **immediately** after completion of event or you will be subject to fees. You are responsible for securing recycling services.

Security/Police ☒ Yes ☐ No

Name Broward Sheriff's Office Phone N/A

Security companies and their plans must be approved, and you may still be required to hire BSO Police.

Security Company BSO Contact N/A Phone N/A

Tents or Canopies ☒ Yes ☐ No

No penetration of ground spike is allowed. All structures must be water-weighted. Tents larger than 10 x 10 require a permit.

Quantity and size of each? Qty 1 - 20x60 Canopy

Company Name Atlantic Studios Contact Chris Gaidry Phone (954) 785-7475

A detailed Site Plan showing the locations and size of each canopy or tent is required. A permit and final inspection is required if there are multiple canopies, if they are going to be used for cooking or if there are tents with walls. All tents must be flame retardant. A certificate of flame retardancy and a sample of the tent fabric for filed testing must be submitted for product approval with this application. This information can be obtained from the tent manufacturer or the tent rental company. Participating vendors must be separated by a minimum of 3 feet regardless with usage of a tent or a canopy classification.

Toilets ☒ Yes ☐ No

All toilets must be removed within 24 hours. Portable Toilets are regulated by Broward County. Please contact the Environmental Manager at (954) 412-7334.

Transportation Plan ☐ Yes ☒ No

Any events larger than \$5,000 people must have an approved Transportation Plan.

PART IV: SECURITY AND EMERGENCY SERVICES

Your Event may require Security and Emergency Services which will be determined using this application, your Site Plan and Narrative. MOT, transportation plan and any additional information requested during your Special Events meeting. The hourly rate and costs for services will be quoted on the “Cost Estimate” worksheet developed at the meeting and provided to the organizer. The cost may change after the meeting.

POLICE

Your event may require security services based on expected attendance and other risk factors such as alcohol, time, day, location, event type of weather. Depending on your event, it may be possible to supplement some of the Police services with a private third-party security company if their security plan is approved by the BSO Police Department. If you want to use a private security company, their proposed security plan must be presented along with their business license and contact information with this event application. The Police will review the plan and inform you if it meets City requirements.

BSO DETAIL REQUIREMENT

Based upon anticipated attendance, site or building size, site location, and ability to assure public safety requirements, a Broward Sheriff’s Office detail may be required.

FIRE WATCH REQUIREMENT

A fire watch may be imposed depending on the type of event, number of persons present and/or hazards involved. The number of personnel and apparatus required may vary depending on the type of event and hazards involved. Below are the current rates charged for the presence of a fire watch detail and/or fire inspector:

Off-Duty detail assignment services performed by Dania Beach Fire Rescue Personnel will be paid at their current overtime rate of pay with benefits (3 hour minimum). In addition, an administrative fee of 10% will also be charged based on the total cost of personnel and apparatus. Personnel costs are currently estimated to be \$84.42 per hour, per person (3 hour minimum).

The cost of apparatus is as follows:

Rescue Truck - \$32.00 per hour

Engine (1500 gpm) - \$17.00 per hour

Ladder (1500 gpm) - \$80.00 per hour

The City of Dania Beach requires payment 14 days in advance for the detail services and fees are to be made payable to the City of Dania Beach by means of *cash advance or a cashier’s check*. Fees are based on individual employee’s overtime rates which vary from person to person. The amount estimated is based on the highest overtime rate currently payable in addition to fees for FICA, Medicare, Worker’s Compensation and Administrative fees. In the event that the entire estimated amount is not required for services, the City will refund the money, less the expenses incurred for the service. Should the amount of time required for the fire watch detail exceed that agreed up before the event, the Event sponsor will be required to pay for any overage based on the actual cost for the fire watch. The Event sponsor will be responsible to pay the actual service price incurred.

PART V: APPLICANT ACCEPTANCE

The information I have provided on this application is true and complete to the best of my knowledge. If I have not submitted my application with the necessary plans, within the deadline and according to the rules outlined in the Special Events Ordinance, it may be denied.

Before receiving final approval from the City Commission, I understand that I (and the production company, if applicable), must furnish an original certificate of General Liability Insurance naming the City of Dania Beach as additionally insured in the amount of at least one million dollars (\$1,000,000) or greater as deemed satisfactory by the City Risk Manager, and an original certificate of liquor liability insurance in

the amount of five hundred thousand dollars (\$500,000) if alcohol is being served. Other liability insurance and fees may also be required up to thirty (30) days in advance of the event.

I understand that the City of Dania Beach sponsored activities have precedence over the event requested above and I will be notified if any conflicts arise.

I understand that the BSO Police Department will determine all security requirements and that the BSO Fire Rescue will determine all fire and Emergency Medical Services requirements.

I understand that any cancellations for City scheduled services must be made by phone to each department representative at least 24 hours before the scheduled event time or the organizer will be liable for any associated fees.

I understand that the City has a noise ordinance that my event must follow. I agree to abide by all provisions of the noise control ordinance and understand that my failure to do so may result in a civil citation, a physical arrest, or the shutting down of the event. If at any time during the event it is determined by law enforcement personnel, code enforcement personnel, parks and recreation personnel, or any other City representative that the entertainment or music is causing a noise disturbance, I will be directed to lower the volume to an acceptable level as determined by City staff. If a second noise disturbance arises during the event, I may be directed to shut down the music or entertainment for the remainder of the event.

PART VI: SUBMISSION

Email application and plans to: specialeventapplication@daniabeachfl.gov

Site Plan must include the following with application:

1. ALL events – Event Site Plan & Narrative – show stages, restrooms, fencing, tents, etc.
2. Closed Roads – Maintenance of Traffic Plan – show barricades, directions, cones, etc.
3. Transportation Plan – show transportation options for attendees.
4. Security needs – Security Plan – detail how event coordinator will manager security.

Mail application fee (payable to the City of Dania Beach) to: Attend: Shanesa Mykoo, Special Event Coordinator 100 West Dania Beach Boulevard, Dania Beach, Florida 33004

K. Michael Chen

Digitally signed by K. Michael
Chen
Date: 2021.10.22 11:50:31 -04'00'

Event Coordinator Signature

Date

DANIA BEACH BOULEVARD

FEDERAL HWY



FEDERAL HWY

SW 3RD AVE

ROAD BLOCK

NOT UTILIZED BY EVENT
PARKING PROHIBITED

SW 1ST AVE

FOOD TRUCK CORRAL

ARTIST & ALTERNATE VIP
PARKING LOT

PARKING GARAGE - ENTER/EXIT

RESTROOMS



ART & ANTIQUE MARKET

KID'S ZONE

20x60
CANOPY

FREE ATTENDEE PARKING
(PARKING GARAGE)

LIVE MUSIC STAGE

HOTEL DELLO PK LOT

HOTEL DELLO

SW 1ST AVE

ALLEYWAY

NOT UTILIZED BY EVENT
PARKING PROHIBITED

ROAD BLOCK

SW 1ST STREET

SW 1ST STREET

DANIA AFTER DARK SITE PLAN

SECOND SATURDAY OF EACH MONTH 5PM - 10PM

Legend:

- = MFDV - Food Truck / Trailer
- = Tented Food Vendor
- = Folding Chairs
- = 10x10 Pop-up Canopy
- = 60" Table w/ Cabaret Seating
- = 6500W - Quiet Inverter/Generator

Proclamation

OFFICE OF THE MAYOR • CITY OF DANIA BEACH, FLORIDA

WHEREAS, the mission at One Mom's Battle (OMB) and the Family Court Awareness Month Committee (FCAMC) is to increase awareness of the importance of a family court system that prioritizes child safety and acts in the best interest of children; and

WHEREAS, the mission at the FCAMC is to increase awareness of the importance of education and training on domestic violence, childhood trauma and post separation abuse for all professionals working within the family court system; and

WHEREAS, the mission at the FCAMC is to educate judges and other family court professionals on the empirical data and research that is currently available. Such research is a critical component to making decisions that are truly in the best interest of children. This research includes The Adverse Childhood Experiences (ACE) Study (CDC-Kaiser Permanente), Saunder's Study (U.S. Department of Justice), The Meier Study: Child Custody Outcomes in Cases Involving Abuse Allegations, and the Santa Clara Law Study (Confronting the Challenge of High-Conflict Personality in Family Court); and

WHEREAS, the mission at the FCAMC is fueled by the desire for awareness and change in the family court system while honoring the 800+ children who have been murdered by separating or divorcing parents;

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

FAMILY COURT AWARENESS MONTH

in the City of Dania Beach and encourage its observance by all our citizens.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK



TAMARA JAMES
MAYOR

Proclamation

OFFICE OF THE MAYOR • CITY OF DANIA BEACH, FLORIDA

WHEREAS, the City of Dania Beach, Florida celebrates our local small businesses and the contributions they make to our local economy and community; according to the United States Small Business Administration, there are 31.7 million small businesses in the United States, they represent 99.7% of firms with paid employees, and they are responsible for 65.1% of net new jobs created from 2000 to 2019; and

WHEREAS, small businesses employ 47.1% of the employees in the private sector in the United States, 88% of U.S. consumers feel a personal commitment to support small businesses in the wake of the pandemic, and 92% of small business owners have pivoted the way they do business to stay open during the pandemic; and

WHEREAS, 97% of Small Business Saturday® shoppers recognize the impact they can make by shopping small, 85% of them also encouraged friends and family to do so, too; and

WHEREAS, 56% of shoppers reported they shopped online with a small business on Small Business Saturday in 2020; and more than 50% of consumers who reported shopping small endorsed a local business on social media or shopped at a local business because of a social media recommendation; and

WHEREAS, the City of Dania Beach, FL supports our local businesses that create jobs, boost our local economy, and preserve our communities; and

WHEREAS, advocacy groups, as well as public and private organizations, across the country have endorsed the Saturday after Thanksgiving as Small Business Saturday.

NOW, THEREFORE, on behalf of the Dania Beach City Commission, I, Tamara James, Mayor of the City of Dania Beach, Florida, do hereby proclaim November 27, 2021, as

SMALL BUSINESS SATURDAY

in the City of Dania Beach and do urge the residents of our community, and communities across the country, to support small businesses and merchants on Small Business Saturday and throughout the

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK



TAMARA JAMES
MAYOR

Proclamation

OFFICE OF THE MAYOR • CITY OF DANIA BEACH, FLORIDA

WHEREAS, November is National Veterans and Military Families Month; and

WHEREAS, there are over 1,440,338 veterans in the State of Florida, with Florida having the third largest veteran population in the nation, with approximately 1,220 veterans living in Dania Beach; and

WHEREAS, we owe each day of security and the freedom that we so enjoy to the members of our Armed Forces; and

WHEREAS, behind the brave service members, we honor the wives, husbands, mothers, fathers, children and loved ones for the support they provide through deployments, moves around the country or the world, and their unwavering devotion and love; and

WHEREAS, we respect and acknowledge the sacrifices veterans and military families make on our behalf on a daily basis, including lengthy separations, missed holidays and milestones, financial struggles, and children who must adjust to different schools, try out for new teams and make new friends, yet somehow they thrive; and

WHEREAS, during this month of November when we pause to give thanks for all we have, it is fitting that we honor our extraordinary veterans and military families and their service to our country.

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

National Veterans and Military Families Month

in the City of Dania Beach and call upon our residents to show their support for our veterans and military families and keep our Armed Services in their thoughts of gratitude.

ATTEST:

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)

Request from City Manager Ana M. Garcia to attend the Florida City and County Management Association (FCCMA) Winter Institute in Cocoa Beach, Florida on February 2-5, 2022 (Estimated cost \$1,280.46) (City Manager)

Purchasing Requests ONLY

Dept:

Acct #:

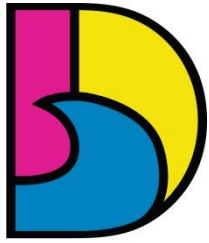
Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

Travel Request Memo - Manager Ana M Garcia to attend the FCCMA 2022 Winter Institute Cocoa Beach FL Feb 2-5, 2022, Ana M Garcia Travel Authorization FCCMA 2022 Winter Institute Feb 2-5 2022-updated



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

CITY OF DANIA BEACH OFFICE OF THE CITY MANAGER

MEMORANDUM

DATE: November 9, 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: Travel request to attend the FCCMA 2022 Winter Institute February 2-5, 2022, Cocoa Beach, FL

REQUEST:

A request for approval to attend the FCCMA 2022 Winter Institute in Cocoa Beach, FL February 2-5, 2022. This will be the first in person conference in over two years.

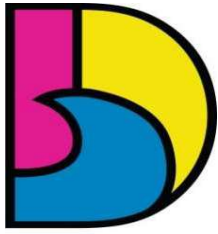
BACKGROUND:

The Florida City County Manager's Association (FCCMA) 2022 Winter Institute will be held in Cocoa Beach, Florida. This conference is an opportunity for City Managers to enhance leadership skills, learn from municipal experts, share ideas with peers and discuss strategies. As a credentialed manager this conference is an opportunity to earn mandatory yearly professional continuing educational credits.

BUDGETARY IMPACT: The budgetary impact to travel for the conference is estimated at \$1,280.46. Funding is available in the City Manager's GL account 001-1201-512-40-10.

RECOMMENDATION:

City Commission approval of travel to attend the FCCMA 2022 Winter Institute.



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

City of Dania Beach Travel Authorization Form

TRAVELER'S NAME: Ana M. Garcia

DEPARTMENT: City Manager

TRAVELER'S POSITION: City Manager

DESTINATION: Cocoa Beach, FL

PURPOSE OF TRAVEL: FCCMA 2022 Winter Institute

DATES OF TRAVEL: 2/2/2022 TO 2/5/2022

ACCOUNT NO: 001-12-01-512-40-10

MODE OF TRAVEL:

- ☒ Personal Vehicle
☐ City Vehicle
☐ Rental Vehicle
☐ Airplane
☐ Other

Estimated Expenses:

ITEM	DESCRIPTION					TOTAL
Registration Fee:	FCCMA					\$ 300.00
Lodging (# of nights x rate):	Hilton Cocoa Beach	3	x	\$ 171.00	\$ 513.00	
Parking (# of nights x rate):	Hilton Cocoa Beach	3	x	\$ 4.50	\$ 13.50	
Mileage (# of miles x mileage rate):	MapQuest	366	x	\$ 0.56	\$ 204.96	
Tolls:	Estimate					\$ 25.00
Meals (Per Diem):	Per Diem Calculator and GSA Per Diem Rate attached					\$ 224.00
TOTAL ESTIMATED EXPENSES						\$1,280.46

Ana. M.
Garcia

Traveler's Signature:

Digitally signed by Ana. M. Garcia
DN: cn=Ana. M. Garcia, o=City of
Dania Beach, ou=City Manager,
email=agarcia@daniabeachfl.gov,
c=US
Date: 2021.10.27 15:28:32 -04'00'

Date:

Tania Stevens

Finance Reviewer's Signature:

Digitally signed by Tania Stevens
DN: cn=Tania Stevens, o=City of Dania Beach,
ou=Finance, email=tstevens@daniabeachfl.gov,
c=US
Date: 2021.10.27 15:33:53 -04'00'

Date:

Adam
Segal

Finance Approver's Signature:

Digitally signed by Adam Segal
DN: cn=Adam Segal, o=City of
Dania Beach, ou,
email=asegal@daniabeachfl.gov,
c=US
Date: 2021.10.27 15:38:59 -04'00'

Date:

October 15, 2021



FCCMA 2022 Winter Institute

FCCMA 2022 Winter Institute
The Other "F" Word: Lessons Learned from Failure
February 3-4, 2022

Hilton Cocoa Beach Oceanfront
1550 N Atlantic Ave, Cocoa Beach, FL 32931

Registration opens Monday.

FCCMA 2021 Fall Symposium

Lottier, Christine

From: Melanie Howe <MHowe@flcities.com>
Sent: Thursday, October 21, 2021 9:17 AM
To: Lottier, Christine
Subject: RE: Question please FW: FCCMA 2022 Winter Institute Registration Confirmation for Ana M. Garcia, ICMA-CM (18967)

****CAUTION** This email originated from external sources. Do not open attachments OR click any links until you have verified the authenticity of the message and its contents.**

Not yet -- they're still working on that. Should have something a little later this fall.

From: Lottier, Christine <clottier@daniabeachfl.gov>
Sent: Thursday, October 21, 2021 9:16 AM
To: Melanie Howe <MHowe@flcities.com>
Subject: RE: Question please FW: FCCMA 2022 Winter Institute Registration Confirmation for Ana M. Garcia, ICMA-CM (18967)

Thank you Melanie, do you have a tentative agenda for the event yet?



Christine Lottier
Executive Assistant | City of Dania Beach
clottier@daniabeachfl.gov | daniabeachfl.gov
100 W Dania Beach Blvd. | Dania Beach, FL, 33004
Phone: 954-924-6800 x3606



Web: daniabeachfl.gov | **App:** AskDaniaBeach
RISE - Respect, Integrity, Standard of Excellence

Please note: Florida has a very broad public records law. Most written communications to or from City Officials regarding City business are public records available to the public and media upon request. Your e-mail communications may therefore be subject to public disclosure.

From: Melanie Howe <MHowe@flcities.com>
Sent: Thursday, October 21, 2021 9:14 AM
To: Lottier, Christine <clottier@daniabeachfl.gov>
Subject: RE: Question please FW: FCCMA 2022 Winter Institute Registration Confirmation for Ana M. Garcia, ICMA-CM (18967)

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Yes -- there will be a lunch on Thursday and a full breakfast on Friday. They are on their own for all other meals (there's a light reception on Thursday evening, but it's not meant to be dinner).

From: Lottier, Christine <clottier@daniabeachfl.gov>

Sent: Thursday, October 21, 2021 8:34 AM

To: Melanie Howe <MHowe@flcities.com>

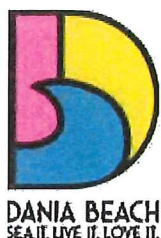
Subject: Question please FW: FCCMA 2022 Winter Institute Registration Confirmation for Ana M. Garcia, ICMA-CM (18967)

Good morning Melanie,

I hope all is well. I have registered City Manager Garcia to attend the FCCMA 2022 Winter Institute in February 2022. Can you please let me know if there are any meals included in the registration fee.

Thank you for your help.

Chris



Christine Lottier

Executive Assistant | City of Dania Beach

clottier@daniabeachfl.gov | daniabeachfl.gov

100 W Dania Beach Blvd. | Dania Beach, FL, 33004

Phone: 954-924-6800 x3606



Web: daniabeachfl.gov | App: [AskDaniaBeach](#)
RISE - Respect, Integrity, Standard of Excellence

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From: memberservices@flcities.com <memberservices@flcities.com>

Sent: Wednesday, October 20, 2021 5:02 PM

To: Garcia, Ana <agarcia@daniabeachfl.gov>

Cc: mhowe@flcities.com; Lottier, Christine <clottier@daniabeachfl.gov>

Subject: FCCMA 2022 Winter Institute Registration Confirmation for Ana M. Garcia, ICMA-CM (18967)

****CAUTION** This email originated from external sources. Do not open attachments OR click any links until you have verified the authenticity of the message and its contents.**

FCCMA 2022 Winter Institute

Hilton Cocoa Beach Oceanfront

1550 N. Atlantic Ave.

Cocoa Beach, FL 32931

February 3-4, 2022

Thank you for registering for FCCMA 2022 Winter Institute. We look forward to your attendance. Please do not hesitate to contact us if you have any questions prior to the event. **This message is confirmation of your registration. If you paid by credit card, payment information will be detailed below.**

Contact Information:

Melanie G. Howe, CAE, CMP
Meetings Manager

(850) 701-3642
mhowe@flcities.com

Notes:

The 2022 FCCMA Winter Institute will be held February 3-4, 2022 at the Hilton Cocoa Beach Oceanfront. **If you receive this message more than once, please disregard.**

Please review the Registrant Information below carefully. This information will be used to make your name badge. Email any corrections ASAP to [Melanie Howe](mailto:mhowe@flcities.com).

HOUSING INFORMATION: To make your hotel reservations at the **Hilton Cocoa Beach Oceanfront**, please [click here](#). You may also call 1-(866) 580-7402 and be sure to mention the group code **FCCMA2**. The group rate is **\$171/night** and self-parking has been reduced to **\$4.50/night**. The reservation cut-off date is **January 11, 2022**, but the hotel could sell out before that time.

CANCELLATION POLICY: Cancellations must be sent to [Melanie Howe](mailto:mhowe@flcities.com) no later than 5:00 p.m., Monday, **January 24** in order to be eligible for a refund. All refunds are subject to a **\$25.00** cancellation fee and will be processed after the event. No refunds will be authorized after January 24.

Registrant Information:

Registration Date	10/20/2021
Name	Ana M. Garcia, ICMA-CM
Nickname	Ana
Title	City Manager
Affiliation	Dania Beach
E-mail	agarcia@daniabeachfl.gov

Registration Details

You are registered for the following:

FCCMA 2022 Winter Institute
Hilton Cocoa Beach Oceanfront
1550 N. Atlantic Ave.
Cocoa Beach, FL 32931
February 3-4, 2022

Options:

You are registered for the following:

- Registration Fee (\$300.00)

Payment Receipt

Order Number:	94186
Registration Date:	10/20/2021
Payment Method:	Visa *****2569
Total charges:	300.00
Total payments:	300.00
Balance due:	0.00

Lottier, Christine

From: Hilton Hotels & Resorts Confirmed <noreply@h4.hilton.com>
Sent: Wednesday, October 20, 2021 5:12 PM
To: Lottier, Christine
Subject: Your Feb-02-2022 Confirmation #3206499912

****CAUTION** This email originated from external sources. Do not open attachments OR click any links until you have verified the authenticity of the message and its contents.**



Join Hilton Honors
Get instant benefits by joining – for free.



See you soon, Ana M Garcia

Your reservation for Feb-02-2022 has been confirmed.

Confirmation #3206499912



Hilton Cocoa Beach Oceanfront

 1550 North Atlantic Ave
Cocoa Beach FL 32931-3268 US
[Maps & Directions >>](#)

 13217990003

2 **WED**
FEB
Check In: 4:00 PM


3 Nights

5 **SAT**
FEB
Check Out: 11:00 AM



Add to Calendar



Due to the current travel environment, hotel amenities and services may be limited. Visit the **Hilton Cocoa Beach Oceanfront** hotel website for property policies and updates. Please check with regional health and government authorities about the evolving health and safety requirements that may be in place at the location of your stay. [Learn more→](#)

Your Room Information

Guest Name: Ana M Garcia
Guests: 1 Adult
Rooms: 1
Room Plan: CITY VIEW KING ROOM

ANA M GARCIA

Upgrade your room for only **\$13**
more a night.

U P G R A D E ▶

Your Rate Information

FCCMA 2022 WINTER IN

Rate per night

Feb-02-2022 - Feb-05-2022

171.00 USD

Total for Stay per Room Rate

513.00 USD

Taxes

61.56 USD

Total price for Stay

574.56 USD



[Modify Your Reservation >](#)

What To Expect When You Arrive



Clean & Ready for You

We are creating an even cleaner stay for you from your guest room to public areas to food and beverage. [Learn more→](#)



Upon Request Housekeeping

Whether that means calling the front desk to get your room cleaned or keeping your room to yourself, control over your stay is up to you. [Read other changes→](#)

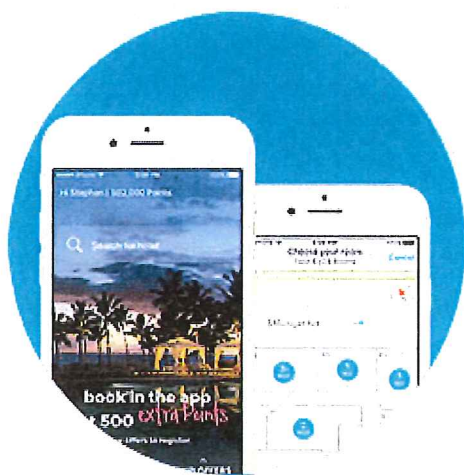


A Safer Stay

We ask that you follow all local guidelines and laws with respect to practicing social distancing and wearing a mask in public areas. Please check with regional health and government authorities about specific policies that may be in place at the location of your stay.

[Learn more→](#)

Plan Ahead With These Tips:



USE THE HILTON HONORS APP

Get Contactless Arrival

With the **Hilton Honors app**, you can skip the front desk, go straight to your selected room, and unlock your door - with just your phone.

[Learn More](#)

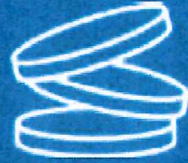
FLEXIBLE CANCELLATION OPTIONS

All hotels offer flexible options

View your reservation's change and cancellation options.

[Learn More](#)





Enjoy a 5,000 Point Welcome Bonus

Earn 2,000 Points on your upcoming stay, plus an extra 3,000 Points after two stays when you join Hilton Honors.

[join for free](#)



Your Stay Benefits



Explore Dining



Your On Site Amenities



Explore Neighborhood

Sit back and
relax.
We've got your rental.

Earn up to 5,000 Points
& save on your car rentals.*

*Terms and conditions apply.

[learn more](#)



Rate Rules and Cancellation Policy

- There is a credit card required for this reservation.
- If you wish to cancel, please do by 11:59 p.m. on Jan-30-2022, to avoid cancellation penalties.

- When you check in, a hold may be placed on your card for the full anticipated amount to be owed to the hotel, including estimated incidentals, through your date of check-out. Any such hold may not be released for 72 hours from the date of check-out or longer at the discretion of your card issuer.
- If the slider is used to select a Points and Money combination, that selection is final once your stay is booked.

Comments & Requests | Additional Information



We are a smoke-free hotel

Tax

12.00% Per Room Per Night

Valet Parking: 15.00 USD daily

Self Parking: 10.00 USD daily

Hilton



Hilton
HONORS

Please do not reply to this email, as mail sent to this address cannot be answered. If you have questions please visit our [Customer Support](#) page and select the applicable contact method.

Disclaimer: Room interior varies by hotel and the room booked may differ from room shown in this email.

*Standard Wi-Fi is free for Hilton Honors members. Premium, if available, has a fee (except for Diamond members). Wi-Fi access is not free in meeting spaces or at properties with a resort charge.

** Service of alcoholic beverages is subject to state and local laws. Must be of legal drinking age. Hilton Requests Upon Arrival(TM) items are subject to availability.

† Visit [Hilton.com/guarantee](https://hilton.com/guarantee) to learn more about our Best Price Guarantee.

This offer is only valid for customers enrolling in Hilton Honors on or after Jan 1st, 2020.

Offer is valid for any eligible stays booked directly with Hilton through Hilton-approved booking channels and completed within six months ("Promotional Period"), beginning the day the participant enrolls in Hilton Honors, at any hotel or resort in the Hilton Portfolio All stays must be completed in the 6 months following enrollment date to earn Bonus Points.

Hilton Honors(TM) participants must complete up to two (2) paid stays during the Promotional Period to obtain Hilton Honors(TM) Bonus Points. The first stay within the Promotional Period will earn 2,000 Bonus Points. The second stay within the Promotional Period will earn 3,000 Bonus Points. If a guest completes just (1) eligible stay, they will receive 2,000 Hilton Honors(TM) Bonus Points. Any stays with a checkout date after the Promotional Period end date will not count towards earning Bonus Points.

Hilton reserves the right to decline any application at any time for any reason. Hilton may require additional validation in its complete discretion and this may take an additional 5 -7-business days.

This offer may be terminated without notice. Bonus Points do not count toward elite tier qualification. Please allow six to eight weeks from completion of your stay for Bonus Points to appear in your Hilton Honors account. A 'stay' is defined as the total number of consecutive nights spent at the same hotel, whether or not a guest checks out and checks back in again. Offer is not valid for groups and cannot be combined with other select offers. In-Room Internet Access, Fitness Center/Health Club Access and Bottled Water benefits may not be complimentary at properties with a resort charge. Space-available upgrades only available at select brands. Elite status benefits are subject to availability and vary by brand. For more information, please visit HiltonHonors.com.

Hilton Honors(TM) membership, including the earning and redemption of Points, is subject to Hilton Honors [Terms and Conditions](#).

Using a debit/credit card to check in? A hold may be placed on your card account for the full anticipated amount to be owed to the hotel, including estimated incidentals, through date of check-out. Holds may not be released for 72 hours from date of check-out or longer at the discretion of your card issuer. [Click here](#) if you need to modify or cancel your reservation.

Any change to your arrival or departure date or room type is subject to hotel availability and may result in a possible rate change or additional fee. Changes also may not be possible at a later date. Please [click here](#) to see all rules and restrictions.

This message and any attachments may contain confidential information. If it has been sent to you in error or if you have questions regarding your reservation, please contact Hilton Reservations and Customer Care by phone or chat with us. You can also visit our [support center](#) for additional questions.

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YOUR TRIP TO:

1550 N Atlantic Ave, Cocoa Beach, FL, 32931-3230

2 HR 52 MIN | 183 MI **Est. fuel cost: \$17.30**

Trip time based on traffic conditions as of 2:00 PM on October 18, 2021. Current Traffic: Light



Print a full health report of your car with HUM, vehicle diagnostics (800) 906-2501

1. Start out going **west** on W Dania Beach Blvd toward NW 3rd Ave.

Then 0.05 miles

0.05 total miles

2. Turn **left** onto SW 3rd Ave.*If you reach SW 4th Ave you've gone a little too far.*

Then 0.25 miles

0.30 total miles

3. Turn **right** onto Stirling Rd/FL-848.*Stirling Rd is 0.1 miles past SW 1st St.**If you are on SW 4th Ave and reach SW 2nd Ter you've gone a little too far.*

Then 0.90 miles

1.20 total miles

4. Merge onto I-95 N toward **W Palm Bch.**

Then 165.69 miles

166.89 total miles

5. Take **EXIT 188** toward **Satellite Beach/Patrick AFB/FL-404/Pineda Cswy.**

Then 0.35 miles

167.24 total miles

6. Turn **slight right** onto Pineda Cswy.

Then 6.94 miles

174.18 total miles

7. Turn **left** onto S Highway A1A/Indian River Lagoon Scenic Highway/FL-A1A.

Continue to follow Indian River Lagoon Scenic Highway/FL-A1A.

Then 8.74 miles

182.92 total miles

8. Turn **right**.*Just past Bahama Blvd.**If you reach Jamaica Dr you've gone a little too far.*

Then 0.02 miles

182.95 total miles

9. Turn **right**.

Then 0.11 miles

183.06 total miles

10/18/21, 2:00 PM

100 W Dania Beach Blvd, Dania, FL 33004-3643 to 1550 N Atlantic Ave, Cocoa Beach, FL, 32931-3230 Directions - MapQuest



10. Turn left.

Then 0.02 miles

183.08 total miles

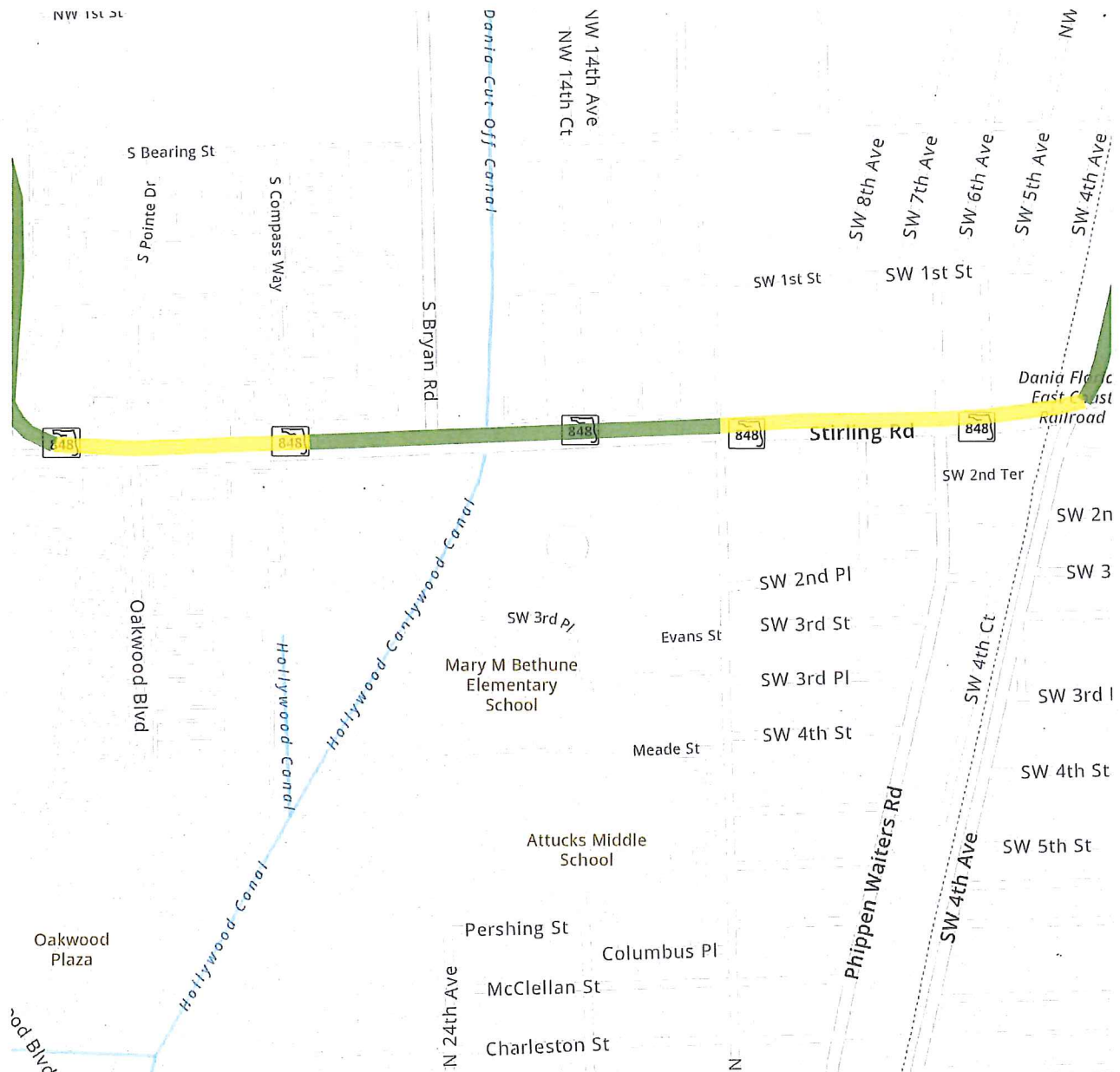


11. 1550 N Atlantic Ave, Cocoa Beach, FL 32931-3230, 1550 N ATLANTIC AVE.



Save to My Maps

Use of directions and maps is subject to our [Terms of Use](#). We don't guarantee accuracy, route conditions or usability. You assume all risk of use.



City of Dania Beach
Travel Per Diem Calculator

Traveler's Name: Ana M. Garcia

Description of Trip: FCCMA 2022 Winter Institute

Destination: Cocoa Beach, FL

Daily M&IE for FY 2022: \$ 74.00

First Date of Travel: 2/2/2022

Last Date of Travel: 2/5/2022

	Travel		Travel	
	WED	THU	FRI	SAT
Date	2-Feb-22	3-Feb-22	4-Feb-22	5-Feb-22
Breakfast (\$17)		\$ 17.00	Included	
Lunch (\$18)		Included	\$ 18.00	
Dinner (\$34)		\$ 34.00	\$ 34.00	
Incidental (\$5)		\$ 5.00	\$ 5.00	
Total Daily total =	\$ 55.50	\$ 56.00	\$ 57.00	\$ 55.50

Travel Days Pro-rated at 75% of M&IE \$ 55.50

Total Per Diem Due to Traveler \$ 224.00

Domestic Meals and Incidental Expenses (M&IE) Breakdown for Federal FY 2022					
M&IE Total	Breakfast	Lunch	Dinner	Incidental	75%
59.00	13.00	15.00	26.00	5.00	44.25
64.00	14.00	16.00	29.00	5.00	48.00
69.00	16.00	17.00	31.00	5.00	51.75
74.00	17.00	18.00	34.00	5.00	55.50
79.00	18.00	20.00	36.00	5.00	59.25



U.S. General Services Administration

FY 2022 Per Diem Rates for ZIP 32931

Meals & Incidentals (M&IE) Breakdown

Primary Destination	County	M&IE Total	Continental Breakfast/Breakfast	Lunch	Dinner	Incidental Expenses	First & Last Day of Travel
Cocoa Beach	Brevard	\$74	\$17	\$18	\$34	\$5	\$55.50

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Consent Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)

TO APPROVE AND ADOPT A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A COMMUNITY DEVELOPMENT BLOCK GRANT MITIGATION PROGRAM AGREEMENT WITH THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY TO PROVIDE FUNDS TO THE CITY IN THE AMOUNT OF SEVEN HUNDRED NINETY-FIVE THOUSAND DOLLARS (\$795,000.00), FOR DEVELOPING A CITYWIDE STORMWATER MASTER PLAN; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.*(Public Services)*

Purchasing Requests ONLY

Dept:

Acct #:

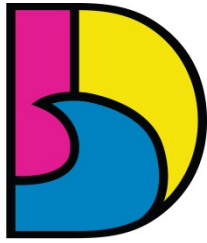
Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

C-MEMO-DEO--110921-revFJR, R-2021- DEO CDBG Mitigation Program Agreement for Citywide Stormwater Master Plan, MT004_-CityofDaniaBeach_Agreement



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

CITY OF DANIA BEACH PUBLIC SERVICES DEPARTMENT

MEMORANDUM

DATE: November 9, 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: APPROVAL OF A RESOLUTION TO ENTER INTO AN AGREEMENT WITH THE FLORIDA
DEPARTMENT OF ECONOMIC OPPORTUNITY FOR RECEIVING FUNDS FOR THE COMMUNITY
DEVELOPMENT BLOCK GRANT–MITIGATION PROGRAM TO DEVELOP A CITYWIDE
STORMWATER MASTER PLAN**

Request

The Public Services Department (PSD) requests approval to enter into an agreement with the Florida Department of Economic Opportunity (DEO) to receive Community Development Block Grant-Mitigation (CDBG-MIT) funds for the Citywide Stormwater Master Plan (CSMP).

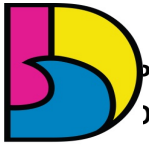
Background

On September 24, 2020, the Dania Beach City Commission approved the FY 2021-2025 Capital Projects Plan. The plan included \$500,000 to develop a CSMP to address the impact of more frequent flooding events throughout the city.

The U.S. Department of Housing and Urban Development made funding available through the DEO to support long-term mitigation efforts, including stormwater systems modernization and resiliency planning. In August 2020, the City Manager authorized PSD to submit a grant application for developing a SWMP. After the application was submitted, DEO approved the City's grant application in the amount of \$795,000 and provided an Agreement which included the following services to develop the SWMP:

- Compile Data: evaluate stormwater documents, elevation data, creation of a stormwater atlas
- Prepare a stormwater model: Analysis of basin data, existing conditions, water quality, sea-level rise, and stormwater improvements
- Prepare a stormwater master plan: conceptual design layouts, submit a plan for adoption
- Implementation of the stormwater master plan: prepare a CIP implementation plan, a stormwater facilities plan, and provide an evaluation stormwater utility fee.

\continued...



DANIA BEACH
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**APPROVAL OF A RESOLUTION TO ENTER INTO AN AGREEMENT WITH THE FLORIDA DEPARTMENT OF
ECONOMIC OPPORTUNITY FOR RECEIVING FUNDS FOR THE COMMUNITY DEVELOPMENT BLOCK
GRANT-MITIGATION PROGRAM TO DEVELOP A CITYWIDE STORMWATER MASTER PLAN**

Budgetary Impact

The funding for this agreement shall not exceed \$795,000.00, requiring a match from the Stormwater Fund in the amount of \$265,000.00, appropriated to the following accounts:

- | | | |
|---------------------------------|---------------------|-----------------|
| • Grants from Other Local Units | 403-00-00-337-90-90 | +\$795,000.00 |
| • Appropriated Net Assets | 403-00-00-389-90-02 | +\$265,000.00 |
| • Professional Services | 403-38-32-538-31-10 | +\$1,060,000.00 |

Recommendation

PSD recommends the approval to enter into an Agreement with the DEO in the amount of \$795,000.00 in order to develop a citywide stormwater master plan.

RESOLUTION NO. 2021-166

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A COMMUNITY DEVELOPMENT BLOCK GRANT MITIGATION PROGRAM AGREEMENT WITH THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY TO PROVIDE FUNDS TO THE CITY IN THE AMOUNT OF SEVEN HUNDRED NINETY-FIVE THOUSAND DOLLARS (\$795,000.00), FOR DEVELOPING A CITYWIDE STORMWATER MASTER PLAN; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on September 24, 2020, the City of Dania Beach City Commission approved the FY 2021-2025 Capital Project Plan that included \$500,000.00 for a Citywide Stormwater Master Plan; and

WHEREAS, the U.S. Department of Housing and Urban Development made funding available through the Florida Department of Economic Opportunity (“DEO”) to support long-term mitigation efforts, including modernization and resiliency planning; and

WHEREAS, in August 2020, the City Manager authorized Public Services Department to submit a grant application for developing a Citywide Stormwater Master Plan (“SWMP”); and

WHEREAS, DEO awarded the City a Community Development Block Grant-Mitigation (CDBG-MIT) grant in the amount of Seven Hundred Ninety Five Thousand Dollars (\$795,000.00) to develop a Citywide Stormwater Master Plan; and

WHEREAS, the City Administration supports the Citywide Stormwater Master Plan and desires to receive CDBG-MIT funding from DEO as described in the Agreement attached as “Exhibit A”, and the Agreement is made a part of and is incorporated 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 foregoing “WHEREAS” clauses are ratified and confirmed as being true and correct, and they are made a part of and incorporated into this Resolution by this reference.

Section 2. That the proper City officials are authorized to accept and execute a Community Development Block Grant - Mitigation Agreement on behalf of the City of Dania Beach, Florida with the Florida Department of Economic Opportunity in the amount of Seven

Hundred Ninety-Five Thousand Dollars (\$795,000.00), to provide for the development of a citywide stormwater master plan.

Section 3. That the City Manager and City Attorney are authorized to make minor revisions to the Agreement which are deemed necessary and proper and in the best interest of the City.

Section 4. That the funding for this agreement shall not exceed \$795,000.00, requiring a match from the Stormwater Fund in the amount of \$265,000.00, appropriated to the following accounts:

- | | | |
|---------------------------------|---------------------|-----------------|
| • Grants from Other Local Units | 403-00-00-337-90-90 | +\$795,000.00 |
| • Appropriated Net Assets | 403-00-00-389-90-02 | +\$265,000.00 |
| • Professional Services | 403-38-32-538-31-10 | +\$1,060,000.00 |

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

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

PASSED AND ADOPTED on November 9, 2021.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

State of Florida
Department of Economic Opportunity
Federally Funded
Community Development Block Grant
Mitigation Program (CDBG-MIT)
Subrecipient Agreement

THIS SUBRECIPIENT AGREEMENT is entered into by the State of Florida, Department of Economic Opportunity, (hereinafter referred to as “DEO”) and The City of Dania Beach, Florida hereinafter referred to as the “Subrecipient” (each individually a “Party” and collectively “the Parties”).

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

WHEREAS, pursuant to Public Law (P.L.) P.L. 115-123 Bipartisan Budget Act of 2018 and Additional Supplemental Appropriations for Disaster Relief Act 2018 (approved February 9, 2018), and P.L. 116-20 Supplemental Appropriations for Disaster Relief Requirements Act, 2019 (approved June 6, 2019), Division B, Subdivision 1 of the Bipartisan Budget Act of 2018, P.L. 115-56, the “Continuing Appropriations Act, 2018” ; and the requirements of the Federal Register (FR) notices entitled “Allocations, Common Application, Waivers, and Alternative Requirements for Community Development Block Grant Mitigation Grantees”, 84 FR 45838 (August 30, 2019) and “Allocations, Common Application, Waivers, and Alternative Requirements for Community Development Block Grant Disaster Recovery Grantees” (CDBG Mitigation) 86 FR 561 (January 6, 2021);(hereinafter collectively referred to as the “Federal Register Guidance”), the U.S. Department of Housing and Urban Development (hereinafter referred to as “HUD”) has awarded Community Development Block Grant–Mitigation (CDBG-MIT) funds to DEO for mitigation activities authorized under Title I of the Housing and Community Development Act of 1974 (HCDA) (42 United States Code (U.S.C.) § 5301 *et seq.*) and applicable implementing regulations at 24 C.F.R. part 570 and consistent with the Appropriations Act.

WHEREAS, CDBG-MIT funds made available for use by the Subrecipient under this Agreement constitute a subaward of the DEO Federal award, the use of which must be in accordance with requirements imposed by Federal statutes, regulations and the terms and conditions of DEO’s Federal award.

WHEREAS, the Subrecipient has legal authority to enter into this Agreement and by signing this Agreement, the Subrecipient represents and warrants to DEO that it will comply with all the requirements of the subaward described herein.

WHEREAS, all CDBG-MIT activities carried out by the Subrecipient will: (1) meet the definition of mitigation activities. For the purpose of this funding, mitigation activities are defined as those activities that increase resilience to disasters and reduce or eliminate the long-term risk of loss of life, injury, damage to and loss of property, and suffering and hardship, by lessening the impact of future disasters; (2) address the current and future risks as identified in DEO’s Mitigation Needs Assessment of most impacted and distressed area(s); (3) be CDBG-eligible activities under the HCDA or otherwise eligible pursuant to a waiver or alternative requirement; and (4) meet a national objective, including additional criteria for mitigation activities and a Covered Project.

NOW THEREFORE, DEO and the Subrecipient agree to the following:

(1) SCOPE OF WORK

The Scope of Work for this Agreement includes Attachment A, Project Description and Deliverables. With respect to Attachment B, Project Budget, and Attachment C, Activity Work Plan, the Subrecipient shall submit to DEO such Attachments in conformity with the current examples attached hereto as necessary and appropriate. Provided further, if there is a disagreement between the Parties, with respect to the formatting and contents of such attachments, then DEO's decisions with respect to same shall prevail, at DEO's sole and absolute discretion.

(2) INCORPORATION OF LAWS, RULES, REGULATIONS AND POLICIES

Subrecipient has diligently reviewed this Agreement and is a sophisticated organization having experience managing projects with funds made available through federal grants. Subrecipient is familiar with DEO's grant agreement with HUD, has reviewed applicable CDBG-MIT regulations and guidelines, will conduct, and will ensure its activities are in compliance with DEO's grant agreement with HUD and all applicable CDBG-MIT regulations and guidelines. Subrecipient agrees to abide by all applicable State and Federal laws, rules and regulations, including but not limited to, the Federal laws and regulations, as now in effect and as may be amended from time to time, as set forth in 24 CFR Part 570, applicable Federal Register Notices, the State's Action Plan, and all applicable CDBG-MIT regulations and guidelines.

Subrecipient shall ensure that all its activities under this Contract shall be conducted in conformance with these provisions, as applicable: 45 CFR Part 75, 29 CFR Part 95, 2 CFR Part 200, 20 CFR Part 601, 24 CFR Part 570 subpart I, *et seq.*, and all other applicable federal laws, regulations, and policies governing the funds provided under this Agreement as now in effect and as may be amended from time to time.

(3) PERIOD OF AGREEMENT

This Agreement is effective as of the date DEO executes this Agreement (the "Effective Date") and ends **forty-eight (48) months** after execution by DEO, unless otherwise terminated as set forth herein.

(4) RENEWAL AND EXTENSION

This Agreement shall not be renewed. DEO shall not grant any extension of this Agreement unless the Subrecipient provides justification satisfactory to DEO in its sole discretion and DEO's Director of the Division of Community Development approves such extension in writing

(5) MODIFICATION OF AGREEMENT

Modifications to this Agreement shall be valid only when executed in writing by the Parties. Any modification request by the Subrecipient constitutes a request to negotiate the terms of this Agreement. DEO may accept or reject any proposed modification based on DEO's sole determination and absolute discretion, that any such acceptance or rejection is in the State's best interest.

(6) RECORDS

(a) The Subrecipient's performance under this Agreement shall be subject to 2 CFR part 200 – Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards as now in effect and as may be amended from time to time.

(b) Representatives of DEO, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability, and representatives of the Federal government and their duly authorized representatives shall have access to any of the Subrecipient's books, documents, papers and records, including electronic storage media, as

they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.

(c) The Subrecipient shall maintain books, records, and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of funds provided by DEO under this Agreement.

(d) The Subrecipient will provide to DEO all necessary and appropriate financial and compliance audits in accordance with Paragraph (7), Audit Requirements and Attachments I and J herein and ensure that all related party transactions are disclosed to the auditor.

(e) The Subrecipient shall retain sufficient records to show its compliance with the terms of this Agreement and the compliance of all subrecipients, contractors, subcontractors and consultants paid from funds under this Agreement for a period of six (6) years from the date DEO issues the final closeout for this award. The Subrecipient shall also comply with the provisions of 24 CFR 570.493 and 24 CFR 570.502(a)(7)(ii). The Subrecipient shall further ensure that audit working papers are available upon request for a period of six (6) years from the date DEO issues the final closeout of this Agreement, unless extended in writing by DEO. The six-year period may be extended for the following reasons:

1. Litigation, claim or audit initiated before the six-year period expires or extends beyond the six-year period, in which case the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.
2. Records for the disposition of non-expendable personal property valued at \$1,000 or more at the time of acquisition shall be retained for six (6) years after final disposition.
3. Records relating to real property acquired shall be retained for six (6) years after the closing on the transfer of title.

(f) The Subrecipient shall maintain all records and supporting documentation for the Subrecipient and for all contractors, subcontractors and consultants paid from funds provided under this Agreement, including documentation of all program costs in a form sufficient to determine compliance with the requirements and objectives of the scope of work and all other applicable laws and regulations.

(g) The Subrecipient shall either (i) maintain all funds provided under this Agreement in a separate bank account or (ii) ensure that the Subrecipient's accounting system shall have sufficient internal controls to separately track the expenditure of all funds from this Agreement. Provided further, that the only option available for advanced funds is to maintain such advanced funds in a separate bank account. There shall be no commingling of funds provided under this Agreement with any other funds, projects or programs. DEO may, in its sole discretion, disallow costs made with commingled funds and require reimbursement for such costs as described herein, Subparagraph (22)(e), Repayments.

(h) The Subrecipient, including all of its employees or agents, contractors, subcontractors and consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to representatives of DEO, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability or representatives of the Federal government or their duly authorized representatives. "Reasonable" shall ordinarily mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

(7) AUDIT REQUIREMENTS

(a) The Subrecipient shall conduct a single or program-specific audit in accordance with the provisions of 2 CFR part 200 if it expends seven hundred fifty thousand dollars (\$750,000) or more in Federal awards from all sources during its fiscal year.

(b) Within sixty (60) calendar days of the close of Subrecipient's fiscal year, on an annual basis, the Subrecipient shall electronically submit a completed Audit Compliance Certification to audit@deo.myflorida.com, and DEO's grant manager; a blank version of which is attached hereto as Attachment J. The Subrecipient's timely submittal of one completed Audit Compliance Certification for each applicable fiscal year will fulfill this requirement within all agreements (e.g., contracts, grants,

memorandums of understanding, memorandums of agreement, economic incentive award agreements, etc.) between DEO and the Subrecipient.

(c) In addition to the submission requirements listed in Attachment I, Audit Requirements, the Subrecipient shall send an electronic copy of its audit report to DEO's grant manager for this Agreement by June 30 following the end of each fiscal year in which it had an open CDBG-MIT subgrant.

(d) Subrecipient shall also comply with the Federal Audit Clearinghouse rules and directives, including but not limited to the pertinent Report Submissions provisions of 2 C.F.R 200.512, when such provisions are applicable to this Agreement.

(8) REPORTS

Subrecipient shall provide DEO with all reports and information set forth **in Attachment G, Reports**. The monthly reports and administrative closeout reports must include the current status and progress of Subrecipient and all subcontractors in completing the work described in Attachment A, Scope of Work, and the expenditure of funds under this Agreement. Within 10 calendar days of a request by DEO, Subrecipient shall provide additional program updates or information. Without limiting any other remedy available to DEO, if all required reports and copies are not sent to DEO or are not completed in a manner acceptable to DEO, payments may be withheld until the reports are completed to DEO's satisfaction. DEO may also take other action as stated in Paragraph (13) Remedies or otherwise allowable by law.

(9) INSPECTIONS AND MONITORING

(a) Subrecipient shall cooperate and comply with DEO, HUD, and auditors with any inspections and will immediately provide access to records and financial statements as deemed necessary by DEO, HUD, and their respective auditors at least in accordance with requirements of 2 CFR part 200 and 24 CFR 570.489.

(b) Subrecipient shall cooperate and comply with monitoring of its activities as deemed necessary by DEO to ensure that the subaward is used for authorized purposes in compliance with federal statutes, regulations, and this Agreement.

(c) Without limiting the actions DEO, HUD, or their respective investigators may take, monitoring procedures will include at a minimum: (1) reviewing financial and performance reports required by DEO; (2) following-up and ensuring Subrecipient takes timely and appropriate action on all deficiencies pertaining to the federal award provided to Subrecipient from DEO as detected through audits, on-site reviews and other means; and (3) issuing a management decision for audit findings pertaining to this Federal award provided to Subrecipient from DEO as required by 2 CFR §200.521.

(d) Corrective Actions: DEO may issue management decisions and may consider taking enforcement actions if noncompliance is detected during audits. DEO may require Subrecipient to take timely and appropriate action on all deficiencies pertaining to the federal award provided to Subrecipient from the pass-through entity as detected through audits, on-site reviews and other means. In response to audit deficiencies or other findings of noncompliance with this agreement, DEO may in its sole discretion and without advance notice, impose additional conditions on the use of the CDBG-MIT funds to ensure future compliance or provide training and technical assistance as needed to correct noncompliance. DEO may also take other action as stated in Paragraph (13) Remedies or otherwise allowable by law.

(10) DUPLICATION OF BENEFITS

Subrecipient shall not carry out any of the activities under this Agreement in a manner that results in a prohibited duplication of benefits as defined by Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1974 (42 U.S.C. 5155 *et seq.*) and described in Appropriations Acts. Subrecipient must comply with HUD's requirements for duplication of benefits, as described in the Federal Register and HUD guidance (including HUD training materials). Subrecipient shall carry out the

activities under this Agreement in compliance with DEO's procedures to prevent duplication of benefits. Subrecipient shall sign a Subrogation Agreement (See Attachment M).

(11) LIABILITY

(a) If Subrecipient is a state agency or subdivision, as defined in Section 768.28(2), F.S., pursuant to Section 768.28(19), F.S., neither Party indemnifies nor insures or assumes any liability for the other Party for the other Party's negligence.

(b) Subrecipient assumes sole responsibility for the training and oversight of the parties it deals with or employs to carry out the terms of this Agreement to the extent set forth in Section 768.28, Florida Statutes. Subrecipient shall hold DEO harmless against all claims of whatever nature arises from the work and services performed by third parties under this Agreement. For purposes of this Agreement, Subrecipient agrees that it is not an employee or agent of DEO but is an independent contractor.

(c) Subrecipient agrees to be fully responsible for its negligent or tortious acts or omissions, which result in claims or suits against DEO. Subrecipient agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in Section 768.28, F.S. Nothing herein shall be construed as consent by DEO to be sued by third parties in any matter arising out of any agreement, contract or subcontract.

(d) Nothing herein is intended to serve as a waiver of sovereign immunity by DEO or the Subrecipient.

(12) EVENTS OF DEFAULT

If any of the following events occur ("Events of Default"), DEO may, in its sole and absolute discretion, elect to terminate any obligation to make any further payment of funds, exercise any of the remedies available through this Agreement or pursue any remedy at law or in equity, without limitation:

(a) Any warranty or representation made by Subrecipient, in this Agreement or any previous agreement with DEO, is or becomes false or misleading in any respect, or if Subrecipient fails to keep or perform any of the obligations, terms, or covenants in this Agreement or any previous agreement with DEO or HUD, and/or has not cured them in timely fashion and/or is unable or unwilling to meet its obligations under this Agreement and/or as required by statute, rule, or regulation;

(b) Any material adverse change occurs in the financial condition of Subrecipient at any time during the term of this Agreement and the Subrecipient fails to cure this adverse change within thirty (30) calendar days from the date written notice is sent by DEO;

(c) If Subrecipient fails to submit any required report or submits any required report with incorrect, incomplete, or insufficient information or fails to submit additional information as requested by DEO;

(d) If Subrecipient fails to perform or timely complete any of its obligations under this Agreement, including participating in DEO's Implementation Workshop. The Parties agree that in the event DEO elects to make payments or partial payments after any Events of Default, it does so without waiving the right to exercise any remedies allowable herein or at law and without becoming liable to make any further payment.

(e) Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available. However, in the event of delay from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the Party's performance obligation under this Agreement. If the delay is excusable under this paragraph, the delay will not result in any additional charge or cost under the Agreement to either Party. In the case of any delay

the Subrecipient believes is excusable under this paragraph, Subrecipient shall notify DEO in writing of the delay or potential delay and describe the cause of the delay either: (1) within ten (10) calendar days after the cause that creates or will create the delay first arose, if Subrecipient could reasonably foresee that a delay could occur as a result or (2) within five (5) calendar days after the date Subrecipient first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. **THE FOREGOING SHALL CONSTITUTE SUBRECIPIENT'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. DEO, in its sole discretion, will determine if the delay is excusable under this paragraph and will notify Subrecipient of its decision in writing. No claim for damages, other than an extension of time, shall be asserted against DEO. Subrecipient shall not be entitled to an increase in the Agreement price or payment of any kind from DEO for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist, Subrecipient shall perform at no increased cost, unless DEO determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to DEO or the State, in which case, DEO may do any or all of the following: (1) accept allocated performance or deliveries from Subrecipient, provided that Subrecipient grants preferential treatment to DEO with respect to products or services subjected to allocation; (2) purchase from other sources (without recourse to and by Subrecipient for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity or (3) terminate the Agreement in whole or in part.

(13) REMEDIES

If an Event of Default occurs, DEO may in its sole discretion and without limiting any other right or remedy available, provide thirty (30) calendar days written notice to the Subrecipient and if the Subrecipient fails to cure within those thirty (30) calendar days DEO may choose to exercise one or more of the following remedies, either concurrently or consecutively:

- (a) Terminate this Agreement upon written notice by DEO sent in conformity with Paragraph (17) Notice and Contact;
- (b) Begin any appropriate legal or equitable action to enforce performance of this Agreement;
- (c) Withhold or suspend payment of all or any part of a request for payment;
- (d) Demand Subrecipient return to DEO any funds used for ineligible activities or unallowable costs under this Agreement or any applicable law, rule or regulation governing the use of the funds; and
- (e) Exercise any corrective or remedial actions, including but not limited to:
 - 1. Request additional information from the Subrecipient to determine the reasons for or the extent of non-compliance or lack of performance;
 - 2. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected; and/or
 - 3. Advise the Subrecipient to suspend, discontinue or refrain from incurring costs for any activities in question.
- (f) Exercise any other rights or remedies which may be otherwise available under law.

Pursuit of any of the above remedies does not preclude DEO from pursuing any other remedies in this Agreement or provided at law or in equity. Failure to exercise any right or remedy in this Agreement or failure by DEO to require strict performance does not affect, extend or waive any other right or remedy

available or affect the later exercise of the same right or remedy by DEO for any other default by the Subrecipient.

(14) DISPUTE RESOLUTION

DEO shall decide disputes concerning the performance of the Agreement, and document dispute decisions in writing and serve a copy of same to Subrecipient. All decisions are final and conclusive unless the Subrecipient files a petition for administrative hearing with DEO within twenty-one (21) days from the date of receipt of the decision. Exhaustion of administrative remedies prescribed in Chapter 120, F.S., is an absolute condition precedent to Subrecipient's ability to pursue any other form of dispute resolution; provided however, that the Parties may mutually agree to employ the alternative dispute resolution procedures outlined in Chapter 120, F.S.

(15) CITIZEN COMPLAINTS

The goal of DEO is to provide an opportunity to resolve complaints in a timely manner, usually within fifteen (15) business days of the receipt of the complaint as expected by HUD, if practicable, and to provide the right to participate in the process and appeal a decision when there is reason for an applicant to believe its application was not handled according to program policies. All applications, guidelines and websites will include details on the right to file a complaint or appeal and the process for filing a complaint or beginning an appeal.

Applicants are allowed to appeal program decisions related to one of the following activities:

- (a) A program eligibility determination,
- (b) A program assistance award calculation, or
- (c) A program decision concerning housing unit damage and the resulting program outcome.

Citizens may file a written complaint or appeal through the Office of Long-Term Resiliency email at CDBG-DR@deo.myflorida.com or submit by postal mail to the following address:

Attention: Office of Long-Term Resiliency
Florida Department of Economic Opportunity
107 East Madison Street
The Caldwell Building, MSC 400
Tallahassee, Florida 32399

The subrecipient will handle citizen complaints by conducting:

- (a) Investigations as necessary,
- (b) Resolution, and
- (c) Follow-up actions.

If the complainant is not satisfied by Subrecipient's determination, then the complainant may file a written appeal by following the instructions issued in the letter of response. If, at the conclusion of the appeals process, the complainant has not been satisfied with the response, a formal complaint may then be addressed directly to DEO at:

Department of Economic Opportunity
Caldwell Building, MSC-400
107 E Madison Street

Tallahassee, FL 32399

The Florida Office of Long-Term Resiliency operates in Accordance with the Federal Fair Housing Law (The Fair Housing Amendments Act of 1988). Anyone who feels he or she has been discriminated against may file a complaint of housing discrimination: 1-800-669-9777 (Toll Free), 1-800-927-9275 (TTY) or www.hud.gov/fairhousing.

(16) TERMINATION

(a) DEO may immediately suspend or terminate this Agreement for cause by providing written notice, from the date notice is sent by DEO. Cause includes, but is not limited to: an Event of Default as set forth in this Agreement; Subrecipient's improper or ineffective use of funds provided under this Agreement; fraud; lack of compliance with any applicable rules, regulations, statutes, executive orders, HUD guidelines, policies, directives or laws; failure, for any reason, to timely and/or properly perform any of the Subrecipient's obligations under this Agreement; submission of reports that are incorrect or incomplete in any material respect and refusal to permit public access to any document, paper, letter or other material subject to disclosure under law, including Chapter 119, F.S., as amended. The aforementioned reasons for termination are listed in the immediately preceding sentence for illustration purposes but are not limiting DEO's sole and absolute discretion with respect to DEO's right to terminate this Agreement. In the event of suspension or termination, Subrecipient shall not be entitled to recover any cancellation charges or unreimbursed costs.

(b) DEO may unilaterally terminate this Agreement, in whole or in part, for convenience by providing Subrecipient fourteen (14) days written notice from the date notice is sent by DEO, setting forth the reasons for such termination, the effective date and, in the case of partial termination, the portion to be terminated. However, if in the case of partial termination, DEO determines that the remaining portion of the award will not accomplish the purpose for which the award was made, DEO may terminate the portion of the award which will not accomplish the purpose for which the award was made. Subrecipient shall continue to perform any work not terminated. In the event of termination for convenience, Subrecipient shall not be entitled to recover any cancellation charges or unreimbursed costs for the terminated portion of work.

(c) The Parties may terminate this Agreement for their mutual convenience in writing, in the manner agreed upon by the Parties, which must include the effective date of the termination.

(d) In the event that this Agreement is terminated, Subrecipient shall not incur new obligations under the terminated portion of the Agreement after the date Subrecipient has received the notification of termination. Subrecipient shall cancel as many outstanding obligations as possible. DEO shall disallow all costs incurred after Subrecipient's receipt of the termination notice. DEO may, to the extent authorized by law, withhold payments to Subrecipient for the purpose of set-off until the exact amount of damages due to DEO from Subrecipient is determined.

(e) Upon expiration or termination of this Agreement, Subrecipient shall transfer to DEO any CDBG-MIT funds on hand at the time of expiration or termination and any accounts receivable attributable to the use of CDBG-MIT funds.

(f) Any real property under Subrecipient's control that was acquired or improved in whole or in part with CDBG-MIT funds (including CDBG-MIT funds provided to the subrecipient in the form of a loan) in excess of \$25,000 must either:

1. Be used to meet a national objective until five years after expiration or termination of this Agreement, unless otherwise agreed upon by the Parties, or except as otherwise set forth herein; or
2. If not used to meet a national objective, Subrecipient shall pay to DEO an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-

CDBG-MIT funds for the acquisition or improvement of the property for five years after expiration or termination of this Agreement.

(g) The rights and remedies under this clause are in addition to any other rights or remedies provided by law or under this Agreement.

(17) NOTICE AND CONTACT

(a) All notices provided under or pursuant to this Agreement shall be in writing, either by hand delivery, first class or certified mail with return receipt requested, email with confirmation of receipt of email from Subrecipient, to the representative identified below at the address set forth below or said notification attached to the original of this Agreement.

(b) The name and address of DEO's Grant Manager for this Agreement is:

Mary L. Williams

107 E Madison Street, The Caldwell Building

Tallahassee, Florida 32399

Phone: (850)717-8546

Email: Mary.williams@deo.myflorida.com

(c) The name and address of the Local Government Project Contact for this Agreement is:

Colin Donnelly, CIP and Grant Administrator

1201 Stirling Rd

Dania Beach, FL 33004

Phone: (954)924-6808 x361

Email: cdonnelly@daniabeachfl.gov

(d) If different representatives or addresses are designated by either Party after execution of this Agreement, notice of the name, title and address of the new representative will be provided as provided for in this Agreement. Such change shall not require a formal amendment of the Agreement.

(18) CONTRACTS

If the Subrecipient contracts any of the work required under this Agreement, a copy of the proposed contract template and any proposed amendments, extensions, revisions, or other changes thereto, must be forwarded to the DEO grant manager for prior written approval. For each contract, the Subrecipient shall report to DEO as to whether that contractor or any subcontractors hired by the contractor, is a minority vendor, as defined in Section 288.703, F.S. The Subrecipient shall comply with the procurement standards in 2 CFR §200.318 - §200.327 and §200.330 when procuring property and services under this Agreement (refer to Attachments D & E).

The Subrecipient shall include the following terms and conditions in any contract pertaining to the work required under this Agreement:

- (a) the period of performance or date of completion;
- (b) the performance requirements;
- (c) that the contractor is bound by the terms of this Agreement;
- (d) that the contractor is bound by all applicable State and Federal laws, rules, and regulations;
- (e) that the contractor shall hold DEO and Subrecipient harmless against all claims of whatever nature arising out of the contractor's performance of work under this Agreement;

- (f) the obligation of the Subrecipient to document in Subrecipient's reports the contractor's progress in performing its work under this Agreement;
- (g) the requirements of 2 CFR Appendix II to Part 200 – Contract Provision for Non-Federal Entity Contract Under Federal Awards – (refer to Attachment L)

Subrecipient must comply with CDBG regulations regarding debarred or suspended entities (24 CFR 570.489(l)), pursuant to which CDBG funds must not be provided to excluded or disqualified persons and provisions addressing bid, payment, performance bonds, if applicable, and liquidated damages.

Subrecipient shall maintain oversight of all activities performed under this Agreement and shall ensure that its contractors perform according to the terms and conditions of the procured contracts or agreements and the terms and conditions of this Agreement.

(19) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the Parties. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement; and this Agreement supersedes all previous understandings. No waiver by DEO may be effective unless made in writing by an authorized DEO official.

(20) ATTACHMENTS

- (a) If any inconsistencies or conflict between the language of this Agreement and the attachments arise, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.
- (b) This Agreement contains the following attachments:
 - Attachment A – Project Description and Deliverables
 - Attachment B – Project Budget (Example)
 - Attachment C – Activity Work Plan (Example)
 - Attachment D – Program and Special Conditions
 - Attachment E – State and Federal Statutes, Regulations and Policies
 - Attachment F – Civil Rights Compliance
 - Attachment G – Reports
 - Attachment H – Warranties and Representations
 - Attachment I – Audit Requirements Exhibit 1 to Attachment I – Funding Sources
 - Attachment J – Audit Compliance Certification
 - Attachment K – SERA Access Authorization Form (form provided after execution of this agreement)
 - Attachment L - 2 CFR Appendix II to Part 200
 - Attachment M – Subrogation Agreement

(21) FUNDING/CONSIDERATION

- (a) The funding for this Agreement shall not exceed **Seven Hundred Ninety-Five Thousand Dollars and Zero Cents (\$795,000.00)** subject to the availability of funds. The State of Florida and DEO's performance and obligation to pay under this Agreement is contingent upon annual appropriations by the Legislature and subject to any modification in accordance with Chapter 216, F.S. or the Florida Constitution.
- (b) DEO will provide funds to Subrecipient by issuing a Notice of Subgrant Award/Fund Availability ("NFA") through DEO's financial management information system. Each NFA may contain specific

terms, conditions, assurances, restrictions or other instructions applicable to the funds provided by the NFA. By accepting funds made available through an NFA, Subrecipient agrees to comply with all terms, conditions, assurances, restrictions or other instructions listed in the NFA.

(c) By execution of this Agreement, Subrecipient certifies that necessary written administrative procedures, processes and fiscal controls are in place for the operation of its CDBG-MIT program for which Subrecipient receives funding from DEO. These written administrative procedures, processes and fiscal controls must, at minimum, comply with applicable state and federal law, rules, regulations, guidance and the terms of this Agreement. Subrecipient agrees to comply with all the terms and conditions of Attachment D, Program and Special Conditions.

(d) Subrecipient shall expend funds only for allowable costs and eligible activities, in accordance with the Scope of Work.

(e) Subrecipient shall request all funds in the manner prescribed by DEO. The authorized signatory for the Subrecipient set forth on the SERA Access Authorization Form must approve the submission of each Request for Funds ("RFF") on behalf of Subrecipient. SERA Access Authorization Form will be provided after the execution of this Agreement.

(f) Except as set forth herein, or unless otherwise authorized in writing by DEO, costs incurred for eligible activities or allowable costs prior to the effective date of this Agreement are ineligible for funding with CDBG-MIT funds.

(g) If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the Federal Office of Management and Budget, the Florida Legislature, the State Chief Financial Officer or under Subparagraph (23), Mandated Conditions of this Agreement, all obligations on the part of DEO to make any further payment of funds will terminate and the Subrecipient shall submit its administrative closeout report and subgrant agreement closeout package as directed by DEO within thirty (30) calendar days from receipt of notice from DEO.

(h) Subrecipient is ultimately responsible for the administration of this Agreement, including monitoring and oversight of any person or entity retained or hired by Subrecipient.

(i) All expenditures under this Agreement shall be made in accordance with this Agreement and any applicable state or federal statutes, rules, or regulations.

(j) Funding for this Agreement is appropriated under Public Law 115-254, Division I, the "Supplemental Appropriations for Disaster Relief Act, 2018" and Public Law 116-20, the "Additional Supplemental Appropriations for Disaster Relief Act, 2019" for the purpose of assisting in long-term recovery from major disasters that occurred in 2017, 2018, and 2019 in accordance with the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. 5121 et seq., (the "Stafford Act").

(k) CDBG-DR funds, appropriated and identified by Public Law, are governed by one or more Federal Register notices that contain requirements, applicable waivers, and alternative requirements that apply to the use of these funds.

(22) REPAYMENTS

(a) Subrecipient shall only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement period. Subrecipient shall ensure that its contractors, subcontractors, and consultants only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement period.

(b) In accordance with Section 215.971, F.S., Subrecipient shall refund to DEO any unobligated funds which have been advanced or paid.

(c) Subrecipient shall refund to DEO any funds paid in excess of the amount to which the Subrecipient or its contractors, subcontractors or consultants are entitled under the terms and conditions of this Agreement.

(d) Subrecipient shall refund to DEO any funds received for an activity if the activity does not meet one of the three National Objectives listed in 24 CFR § 570.483(b), (c) and (d); provided, however, the

Subrecipient is not required to repay funds for subgrant administration unless DEO, in its sole discretion, determines Subrecipient is at fault for the ineligibility of the activity in question.

(e) Subrecipient shall refund to DEO any funds not spent in accordance with the conditions of this Agreement or applicable law. Such reimbursement shall be sent to DEO, by the Subrecipient, within thirty (30) calendar days from Subrecipient's receipt of notification of such non-compliance.

(f) In accordance with Section 215.34(2), F.S., if a check or other draft is returned to DEO for collection, the Subrecipient shall pay to DEO a service fee of \$15.00 or five percent of the face amount of the returned check or draft, whichever is greater. All refunds or repayments to be made to DEO under this Agreement are to be made payable to the order of "Department of Economic Opportunity" and mailed directly to DEO at the following address:

Department of Economic Opportunity
Community Development Block Grant Programs Cashier
107 East Madison Street – MSC 400
Tallahassee, Florida 32399-6508

(23) MANDATED CONDITIONS

(a) The validity of this Agreement is subject to the truth and accuracy of all the information, representations and materials submitted or provided by the Subrecipient in this Agreement, in any later submission or response to a DEO request or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations and materials are incorporated herein by reference.

(b) This Agreement shall be construed under the laws of the State of Florida and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. The Parties explicitly waive any right to jury trial.

(c) If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then that provision shall be null and void only to the extent of the conflict or unenforceability, and that provision shall be severable from and shall not invalidate any other provision of this Agreement.

(d) Any power of approval or disapproval granted to DEO under the terms of this Agreement shall survive the term of this Agreement.

(e) This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(f) Subrecipient shall comply with all applicable local, state and federal laws, including the Americans With Disabilities Act of 1990, as amended; the Florida Civil Rights Act, as amended, Chapter 760, Florida Statutes; Title VII of the Civil Rights Act of 1964, as amended; (P.L. 101-336, 42 U.S.C. § 12101 *et seq.*) and laws which prohibit discrimination by public and private entities on in employment, public accommodations, transportation, state and local government services and telecommunications.

(g) Pursuant to Section 287.133(2)(a), F.S., a person or affiliate, as defined in Section 287.133(1), F.S., 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 consultant under a contract with any public entity; and may not transact business with any public entity in excess of thirty-five thousand dollars (\$35,000) for a period of thirty-six (36) months following the date of being placed on the convicted vendor list. By executing this Agreement, the Subrecipient represents and warrants that neither it nor any of its affiliates is currently on the convicted vendor list. The Subrecipient shall disclose if it or any of its affiliates is placed on the convicted vendor list.

(h) Pursuant to Section 287.134(2)(a), F.S., an entity or affiliate, as defined in Section 287.134(1), who has been placed on the discriminatory vendor list 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 consultant under a contract with any public entity; and may not transact business with any public entity. By executing this Agreement, the Subrecipient represents and warrants that neither it nor any of its affiliates is currently on the discriminatory vendor list. The Subrecipient shall disclose if it or any of its affiliates is placed on the discriminatory vendor list.

(i) All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.

(j) In the event travel is pre-approved by DEO, any bills for travel expenses shall be submitted and reimbursed in accordance with Section 112.061, F.S., the rules promulgated thereunder and 2 CFR § 200.474.

(k) If Subrecipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to DEO or be applied against DEO's obligation to pay the Agreement award amount.

(l) Subrecipient acknowledges being subject to Florida's Government in the Sunshine Law (Section 286.011, F.S.) with respect to the meetings of Subrecipient's governing board or the meetings of any subcommittee making recommendations to the governing board. Subrecipient agrees that all such aforementioned meetings shall be publicly noticed, open to the public and the minutes of all the meetings shall be public records made available to the public in accordance with Chapter 119, F.S.

(m) Subrecipient shall comply with section 519 of P. L. 101-144, the Department of Veterans Affairs and Housing and Urban Development, and Independent Agencies Appropriations Act, 1990; and section 906 of P.L. 101-625, the Cranston-Gonzalez National Affordable Housing Act, 1990, by having, or adopting within ninety (90) days of execution of this Agreement, and enforcing, the following:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

(n) Upon expiration or termination of this Agreement, Subrecipient shall transfer to DEO any CDBG-MIT funds remaining at the time of expiration or termination, and any accounts receivable attributable to the use of CDBG-MIT funds.

(24) LOBBYING PROHIBITION

(a) No funds or other resources received from DEO under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

(b) The Subrecipient certifies, by its signature to this Agreement, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any general loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement;

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Subrecipient shall complete and

submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

3. Subrecipient shall require that this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose as described in this Agreement. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.

(25) COPYRIGHT, PATENT AND TRADEMARK

Any and all patent rights accruing under or in connection with the performance of this Agreement are hereby reserved to the State of Florida. Any and all copyrights accruing under or in connection with the performance of this Agreement are hereby transferred by Subrecipient to the State of Florida.

(a) If the Subrecipient has a pre-existing patent or copyright, Subrecipient shall retain all rights and entitlements to that pre-existing patent or copyright unless this Agreement expressly provides otherwise.

(b) If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement or in any way connected with it, Subrecipient shall refer the discovery or invention to DEO for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films or other copyrightable material are produced, Subrecipient shall notify DEO. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Subrecipient to the State of Florida.

(c) Within thirty (30) calendar days of execution of this Agreement, Subrecipient shall disclose all intellectual properties relating to the performance of this Agreement which give rise to a patent or copyright. Subrecipient shall retain all rights and entitlements to any pre-existing intellectual property which is so disclosed. Failure to disclose will indicate that no such property exists, and DEO shall have the right to all patents and copyrights which accrue during performance of this Agreement.

(26) LEGAL AUTHORIZATION

(a) Subrecipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. Subrecipient certifies that the undersigned person has the authority to legally execute and bind the Subrecipient to the terms of this Agreement. DEO may, at its discretion, request documentation evidencing the undersigned has authority to bind Subrecipient to this Agreement as of the date of execution; any such documentation is incorporated herein by reference.

(b) Prior to the execution of this Agreement, Subrecipient warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, investigation or any other legal or financial condition that would in any way prohibit, restrain or diminish Subrecipient's ability to satisfy its obligations. Subrecipient shall immediately notify DEO in writing if its ability to perform is compromised in any manner during the term of this Agreement.

(27) PUBLIC RECORD RESPONSIBILITIES

(a) In addition to Subrecipient's responsibility to directly respond to each request it receives for records, in conjunction with this Agreement and to provide the applicable public records in response to such request, Subrecipient shall notify DEO of the receipt and content of all such requests by sending an email to PRRequest@deo.myflorida.com within one (1) business day from receipt of the request.

(b) Subrecipient shall keep and maintain public records required by DEO to perform the Subrecipient's responsibilities hereunder. Subrecipient shall, upon request from DEO's custodian of public records, provide DEO with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, F.S., or as otherwise provided by law. Subrecipient shall allow public access to all documents, papers, letters or other materials made or received by the Subrecipient in conjunction with this Agreement, unless the records are exempt from Article I, Section 24(a) of the Florida Constitution and Section 119.07(1), F.S. For records made or received by Subrecipient in conjunction with this Agreement, Subrecipient shall respond to requests to inspect or copy such records in accordance with Chapter 119, F.S. For all such requests for records that are public records, as public records are defined in Section 119.011, F.S., Subrecipient shall be responsible for providing such public records per the cost structure provided in Chapter 119, F.S., and in accordance with all other requirements of Chapter 119, F.S., or as otherwise provided by law.

(c) This Agreement may be terminated by DEO for refusal by Subrecipient to comply with Florida's public records laws or to allow public access to any public record made or received by the Subrecipient in conjunction with this Agreement.

(d) If, for purposes of this Agreement, Subrecipient is a "contractor" as defined in Section 119.0701(1)(a), F.S. ("Subrecipient-contractor"), the Subrecipient-contractor shall transfer to DEO, at no cost to DEO, all public records upon completion including termination, of this Agreement or keep and maintain public records required by DEO to perform the service. If Subrecipient-contractor transfers all public records to the public agency upon completion of this Agreement, Subrecipient-contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Subrecipient-contractor keeps and maintains public records upon completion of the Agreement, the Subrecipient-contractor shall meet all applicable requirements for retaining public records in accordance with Chapters 119 and 257, F.S. All records stored electronically must be provided to DEO, upon request from DEO's custodian of public records, in a format that is compatible with the information technology systems of DEO.

(e) If DEO does not possess a record requested through a public records request, DEO shall notify Subrecipient-contractor of the request as soon as practicable, and the Subrecipient-contractor must provide the records to DEO or allow the records to be inspected or copied within a reasonable time, but in all cases within fourteen business days. If the Subrecipient-contractor does not comply with DEO's request for records, DEO shall enforce the provisions set forth in this Agreement. Subrecipient-contractor who fails to provide public records to DEO within a reasonable time may be subject to penalties under Section 119.10, F.S.

(f) Subrecipient shall notify DEO verbally within twenty-four (24) hours and in writing within seventy-two (72) hours if any data in the Subrecipient's possession related to this Agreement is subpoenaed or improperly used, copied or removed (except in the ordinary course of business) by anyone except an authorized representative of DEO. Subrecipient shall cooperate with DEO, in taking all steps as DEO deems advisable, to prevent misuse, regain possession or otherwise protect the State's rights and the data subject's privacy.

(g) Subrecipient acknowledges DEO is subject to the provisions of Chapter 119, F.S., relating to public records and that reports, invoices and other documents Subrecipient submits to DEO under this Agreement constitute public records under Florida Statutes. Subrecipient shall cooperate with DEO regarding DEO's efforts to comply with the requirements of Chapter 119, F.S.

(h) If Subrecipient submits records to DEO that are confidential and exempt from public disclosure as trade secrets or proprietary confidential business information, such records should be identified as such by Subrecipient prior to submittal to DEO. Failure to identify the legal basis for each exemption from the requirements of Chapter 119, F.S., prior to submittal of the record to DEO serves as the Subrecipient's

waiver of a claim of exemption. Subrecipient shall ensure public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement term and following completion of this Agreement if the Subrecipient-contractor does not transfer the records to DEO upon completion, including termination, of this Agreement.

(i) IF SUBRECIPIENT-CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUBRECIPIENT-CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS by telephone at 850-245-7140, via email at PRRequest@deo.myflorida.com, or by mail at Department of Economic Opportunity, Public Records Coordinator, 107 East Madison Street, Caldwell Building, Tallahassee, Florida 32399-4128.

(j) To the extent allowable by law, Subrecipient shall be fully liable for the actions of its agents, employees, partners, contractors and subcontractors and shall fully indemnify, defend, and hold harmless the State and DEO, and their officers, agents and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to public record requests or public record law violation(s), alleged to be caused in whole or in part by the Subrecipient, its agents, employees, partners, contractors or subcontractors, provided, however, Subrecipient does not indemnify for that portion of any costs or damages proximately caused by the negligent act or omission of the State or DEO. DEO, in its sole discretion, has the right, but not the obligation, to enforce this indemnification provision.

(k) DEO does not endorse any Subrecipient, commodity, or service. Subject to Chapter 119, F.S., Subrecipient shall not publicly disseminate any information concerning this Agreement without prior written approval from DEO, including, but not limited to, mentioning this Agreement in a press release or other promotional material, identifying DEO or the State as a reference, or otherwise linking Subrecipient's name and either a description of the Agreement or the name of DEO or the State in any material published, either in print or electronically, to any other entity that is not a Party to this Agreement, except potential or actual employees, agents, representatives or subcontractors with the professional skills necessary to perform the work services required by the Agreement.

(l) Subrecipient shall comply with the requirements set forth in Section 119.0701, F.S., when entering into any public agency contract for services after the Effective Date of this Agreement. Subrecipient shall amend each of the Subrecipient's public agency contracts for services already in effect as of the Effective Date of this Agreement and which contract will or may be funded in whole or in part with any public funds. DEO may terminate this Agreement if the Subrecipient does not comply with this provision.

(28) EMPLOYMENT ELIGIBILITY VERIFICATION

(a) Section 448.095, F.S., requires the following:

1. Every public employer, contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

2. A private employer shall, after making an offer of employment which has been accepted by a person, verify such person's employment eligibility. A private employer is not required to verify the

employment eligibility of a continuing employee hired before January 1, 2021. However, if a person is a contract employee retained by a private employer, the private employer must verify the employee's employment eligibility upon the renewal or extension of his or her contract.

- (b) E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found at:

<https://www.e-verify.gov/>

- (c) If the Recipient does not use E-Verify, the Recipient shall enroll in the E-Verify system prior to hiring any new employee or retaining any contract employee after the effective date of this Agreement.

(29) PROGRAM INCOME

(a) The Subrecipient shall report to DEO all program income (as defined at 24 CFR § 570.500(a) or in the Federal Register Guidance governing the CDBG-MIT funds) generated by activities carried out with CDBG-MIT funds made available under this Agreement as part of the Subrecipient's Quarterly Progress Report. The Subrecipient shall use program income in accordance with the applicable requirements of 2 CFR part 200, 24 CFR part 570.489, 570.500, 570.504 and the terms of this Agreement.

(b) Program income generated after closeout shall be returned to DEO. Program income generated prior to closeout shall be returned to DEO unless the program income is used to fund additional units of CDBG-MIT activities, specified in a modification to this Agreement and duly executed prior to administrative closeout.

(30) NATIONAL OBJECTIVES

All activities funded with CDBG-MIT funds must meet the criteria for one of the CDBG program's National Objectives. The Subrecipient certifies that the activities carried out under this Agreement shall meet the following national objectives and satisfy the following criteria:

- (a) Benefit low and moderate income;
- (b) Meet a particularly urgent need;
- (c) Aid in the prevention or elimination of slums or blight.

(31) INDEPENDENT CONTRACTOR

(a) In Subrecipient's performance of its duties and responsibilities under this Agreement, it is mutually understood and agreed Subrecipient is at all times acting and performing as an independent contractor. Nothing in this Agreement is intended to or shall be deemed to constitute an employer/employee relationship, partnership or joint venture between the Parties. Subrecipient shall at all times remain an independent contractor with respect to the services to be performed under this Agreement. Nothing in this Agreement shall be construed to create any agency or employment relationship between DEO Subrecipient, its employees, subcontractors or agents. Neither Party shall have any right, power or authority to assume, create or incur any expense, liability or obligation, express or implied, on behalf of the other.

(b) Subrecipient, its officers, agents, employees, subcontractors or assignees, in performance of this Agreement shall act in the capacity of an independent contractor and not as an officer, employee, agent, joint venturer, or partner of the State of Florida.

(c) Subrecipient shall have sole right to control the manner, method and means by which the services required by this Agreement are performed. DEO shall not be responsible to hire, supervise or pay Subrecipient's employees. Neither Subrecipient, nor its officers, agents, employees, subcontractors or assignees are entitled to State retirement or State leave benefits, or to any other compensation of State employment as a result of performing the duties and obligations of this Agreement.

(d) Subrecipient agrees to take such actions as may be necessary to ensure that each subcontractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, employee, servant, joint venturer or partner of the State of Florida.

(e) Unless justified by the Subrecipient, and agreed to by DEO in the Scope of Work, DEO will not furnish services of support (*e.g.*, office space, office supplies, telephone service, secretarial or clerical support) to the Subrecipient or its subcontractor or assignee.

(f) DEO shall not be responsible for withholding taxes with respect to the Subrecipient's use of funds under this Agreement. Subrecipient shall have no claim against DEO for vacation pay, sick leave, retirement benefits, social security, workers' compensation, health or disability benefits, reemployment assistance benefits or employee benefits of any kind. Subrecipient shall ensure that its employees, subcontractors and other agents, receive benefits and necessary insurance (health, workers' compensation, reemployment assistance benefits) from an employer other than the State of Florida.

(g) Subrecipient, at all times during the Agreement, must comply with the reporting and Reemployment Assistance contribution payment requirements of Chapter 443, F.S.

(h) DEO shall not be responsible the provision of any training to Subrecipient, its employees, assigns, agents, representatives or subcontractors in the professional skills necessary to perform the work services required by this Agreement; DEO may provide training in the form of an Implementation Workshop in keeping with implementation

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State of Florida
Department of Economic Opportunity
Federally Funded Subrecipient Agreement
Signature Page

IN WITNESS THEREOF, and in consideration of the mutual covenants set forth above and, in the attachments and exhibits hereto, the Parties executed this Agreement by their duly authorized undersigned officials.

THE CITY OF DANIA BEACH, FLORIDA

DEPARTMENT OF ECONOMIC OPPORTUNITY

By _____
Signature

Tamara James

By _____
Signature

Meredith Ivey

Title _____
Mayor

Title _____
Chief of Staff

Date _____
Federal
Tax ID # 59-6000302
DUNS # 089189005

Date _____

Approved as to form and legal sufficiency, subject only to full and proper execution by the Parties.

OFFICE OF GENERAL COUNSEL
DEPARTMENT OF ECONOMIC OPPORTUNITY

By: _____

Approved Date: _____

Attachment A – Project Description and Deliverables

1. PROGRAM DESCRIPTION: In April 2018, the U.S. Department of Housing and Urban Development (HUD) announced the State of Florida, Department of Economic Opportunity (DEO) would receive \$633,485,000 in funding to support long-term mitigation efforts following declared disasters in 2016 and 2017 through HUD's Community Development Block Grant Mitigation (CDBG-MIT) program. Awards will be distributed on a competitive basis targeting HUD designated Most Impacted and Distressed (MID) Areas, primarily addressing the Benefits to Low-to-Moderate Income (LMI) National Objective. Additional information may be found in the Federal Register, Vol. 84, No. 169.

The Florida Department of Economic Opportunity (DEO) has apportioned the Federal Award to include the following initiatives: Critical Facility Hardening Program \$75,000,000; General Planning Support Program \$20,000,000; General Infrastructure Program \$475,000,000; and State Planning and Administration \$63,485,000.

This award had been granted under the **General Planning Support Program**. Projects eligible for, but not limited to, funding under this program are:

- Regional mitigation plans
- Modernization and resiliency planning
- Comprehensive, capital improvement, and community development plans
- Floodplain and wetland management plans
- Land use and urban environment plans
- Integration of mitigation plans with other planning initiatives

2. PROJECT DESCRIPTION: The City of Dania Beach, Florida has been awarded Seven Hundred Ninety-Five Thousand Dollars and Zero Cents **\$795,000.00** in CDBG-MIT (Community Development Block Grant - Mitigation) funding to provide the city with a comprehensive plan to address stormwater flooding and drainage issues within the City for the next 50 years. The city experiences a wide range of drainage challenges throughout stemming from sea level rise, an aging stormwater system, nearly built-out development and increased rainfall during storms. The planning effort will consist of hydrologic and hydraulic modeling, future conditions analysis, community outreach, and culminate with a Stormwater Drainage Plan. The project is estimated to start October 1, 2021 and be completed within 48 months. The City will leverage \$265,000 in Capital Improvement Funding for the planning effort resulting in a total project cost of \$1,060,000.

3. SUBRECIPIENT RESPONSIBILITIES:

- A. Complete and submit to DEO within thirty (30) days of Agreement execution a staffing plan which must be reviewed and approved by the DEO Grant Manager prior to implementation. Should any changes to the staffing plan be deemed necessary, an updated plan must be submitted to DEO for review and approval. The Staffing plan must include the following:
 1. Organizational Chart; and
 2. Job descriptions for Subrecipient's employees, contracted staff, vendors, and contractors.
- B. Develop and submit a copy of the following policies and procedures to the DEO Grant Manager for review and approval within thirty (30) days of Agreement execution. The DEO Grant Manager will provide approval in writing prior to the policies and procedures being implemented.
 1. Procurement policies and procedures that incorporate 2 CFR Part 200.317-326.
 2. Administrative financial management policies, which must comply with all applicable HUD CDBG-MIT and State of Florida rules.

3. Quality assurance and quality control system policies and procedures that comply with all applicable HUD CDBG-MIT and DEO policies.
 4. Policies and procedures to detect and prevent fraud, waste and abuse that describe how the Subrecipient will verify the accuracy of applicant information, monitoring policy indicating how and why monitoring is conducted, the frequency of monitoring policy, and which items will be monitored, and procedures for referring instances of fraud, waste and abuse to HUD OIG Fraud Hotline (phone: 1-800-347-3735 or email hotline@hudoig.gov).
 5. Policies and procedures for the requirements under 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Award.
- C. Attend fraud related training offered by HUD OIG to assist in the proper management of the CDBG-MIT grant funds when available.
 - D. Upload required documents into a system of record provided by DEO.
 - E. Complete and submit an updated Project Detail Budget (Attachment B) for review and approval by DEO no later than thirty (30) days after Agreement execution. Any changes to the Project Detail Budget must be submitted in the monthly report submitted to DEO for review and approval by the DEO Grant Manager.
 - F. Maintain organized Subrecipient agreement files and make them accessible to DEO or its representatives upon request.
 - G. Comply with all terms and conditions of the Subrecipient Agreement, Infrastructure Program Guidelines, Action Plans, Action Plan amendments, and Federal, State, and local laws.
 - H. Provide copies of all proposed procurement documents to DEO ten (10) days prior to posting as detailed in Attachment D of Subrecipient Agreement. The proposed procurement documents will be reviewed and approved by DEO Grant Manager. Should the procurement documents require revisions based on state or federal requirements, Subrecipient will be required to postpone procurement and submit revised documents for review and approval.
 - I. Complete procurement of all applicants for internal grants management and compliance and direct program and product production, including:
 1. Selection of applicants, subrecipients and/or staff that will be responsible for managing applicant intake and related operations, compliance, finance, and administration.
 2. Selection of applicants, subrecipients and/or staff that will be responsible for appraisal, environmental review, title services and legal services.
 3. Copies of all contracts that will be executed by Subrecipient. Contracts must be provided to DEO prior to execution as detailed in Attachment D. Any contract executed by Subrecipient must follow the terms and conditions set forth in this Agreement. Should the submitted contract require necessary additions and/or changes, DEO's Contract Manager will contact Subrecipient regarding changes. Subrecipient is required to submit the updated contract within thirty (30) days. Should the contract not be submitted in a timely manner, Subrecipient will be required to complete the selection process once more.
 - J. Ensure all projects seeking assistance under the current CDBG-MIT funds, and any future funds allocated for Mitigation, provided by DEO, receive the required Environmental Clearance from DEO prior to Subrecipient being able to commit CDBG-MIT funds.
 - K. Provide the following documentation to DEO within ten (10) calendars after the end of each month:
 1. A revised detail report measuring the actual cost versus the project cost.
 2. An updated Attachment C which documents any changes to the project progress along with justification for the revision.
 - L. Develop and submit to DEO a monthly revised detailed timeline for implementation consistent with the milestones outlined in the Mitigation Program Guidelines and report actual progress against the projected progress ten (10) calendar days after the end of each month.

- M. Provide the following information on a quarterly basis within ten (10) calendar days of the end of each quarter:
 - 1. Submit updated organization chart on a quarterly basis with quarterly report.
 - 2. If staffing changes, there must be a submittal stating the names, job descriptions, on the monthly report deadline.
 - 3. A progress report documenting the following information:
 - a. Accomplishments within the past quarter;
 - b. Issues or risks that have been faced with resolutions; and
 - c. Projected activities to be completed within the following quarter.
- N. Subrecipient shall adhere to the deadlines for the project as agreed upon in the Attachment C – Activity Work Plan. If Subrecipient is unable to meet a deadline within thirty (30) calendar days of the due date, Subrecipient shall request an extension of such deadline from DEO in writing at least thirty (30) business days prior to the deadline. Deadlines shall not be extended outside of the term of this Agreement except by a formal amendment executed in accordance with Section (5) Modification of Agreement.
- O. Close out report will be no later than sixty (60) calendar days after this Agreement ends or is otherwise terminated.

4. ELIGIBLE TASKS AND DELIVERABLES: Subrecipient shall complete the following:

A. Deliverable No. 1 - Project Implementation - Supporting activities for project implementation

- 1. Maintain financial records related to project activities;
- 2. Maintain project files;
- 3. Attend meetings to provide progress reports on subgrant activities;
- 4. Prepare documentation for and attend monitoring visits by DEO;
- 5. Prepare requests for funds for submission;
- 6. Prepare subgrant modification documents;
- 7. Prepare administrative closeout report; among other required activities to implement the project.

B. Deliverable No. 2 - Collect, Review, and Analyze Current Stormwater Documentation Data - Gathering effort to document stormwater system location, characteristics, and document existing flooding and water quality issues.

- 1. Gather and compile datasets to develop a GIS database of existing conditions, including survey data and as-builts, rainfall data, elevation data, FEMA Flood Insurance Rate Map information, soils data, land use information, pollutant records, permitted stormwater activity documentation, and other available system information for maintenance and inspections.
- 2. Conduct field survey of stormwater system, documenting location/orientation, size, material, and condition. Integrate data gathered into a GIS database.
- 3. Engage with City staff, regulatory agencies, and the public using questionnaires and surveys.
- 4. Conduct three neighborhood meetings to gather information for the planning effort. Documentation will include meeting advertisements, a meeting agenda, meeting presentation materials, sign-in sheets, meeting minutes, and a summary of feedback collected. Interim documentation may be provided for reimbursement.

C. Deliverable No. 3 - Stormwater Modeling

Develop a hydrologic and hydraulic model to simulate drainage and flooding effects of extreme rainfall events, sea level rise, and increased development.

1. Model existing stormwater and drainage conditions using input data resulting from Deliverable 2.
2. Conduct water quality and sea level rise analysis, identifying and prioritizing basins in need of improvement and modeling improvement options.

D. Deliverable No. 4 - Capital Improvement Planning

Prepare project recommendations and conceptual designs for stormwater improvements, including review of the City's stormwater utility fee and identification of alternative funding sources.

1. Prepare conceptual designs and cost estimates for recommended stormwater improvements based on results from Deliverable 2.
2. Analyze existing stormwater utility fee schedule and review alternative funding options.
3. Present the plan to the City Commission and public. Documentation will include meeting advertisements, a meeting agenda, presentation materials, sign-in sheets, meeting minutes, and a summary of feedback collected.

E. Deliverable No. 5 - Final Citywide Stormwater Master Plan Develop Final Stormwater Master Plan.

1. Deliver completed Dania Beach Stormwater Master Plan

5. DEO'S RESPONSIBILITIES:

- A. Monitor the ongoing activities of Subrecipient to ensure all activities are being performed in accordance with the Agreement to the extent required by law or deemed necessary by DEO in its discretion.
- B. Assign a Grant Manager as a point of contact for Subrecipient.
- C. Review Subrecipient's invoices described herein and process them on a timely basis.
- D. DEO shall monitor progress, review reports, conduct site visits, as DEO determines necessary at DEO's sole and absolute discretion, and process payments to Subrecipient.

6. DELIVERABLES:

Subrecipient agrees to provide the following services as specified:

Deliverable No. 1 – Project Implementation		
Tasks	Minimum Level of Service	Financial Consequences
Subrecipient shall provide project implementation activities, which shall be reimbursed upon satisfactory completion of an eligible task as detailed in Section 4.A, which shall be reimbursed upon satisfactory completion of an eligible task as detailed in Deliverable 2 through 5.	Subrecipient may request reimbursement upon completion of a minimum of one task on a per completed task basis associated with a completed task as identified in Deliverables 2. through 5. as evidenced by submittal of the following documentation: 1) Payroll documentation 2) Meeting minutes (if applicable),	Failure to complete the Minimum Level of Service as specified shall result in non-payment.

	3) Sign-in sheets (if applicable), 4) Presentation materials, financial records related to project activities (if applicable); 5) Project files (if applicable); 6) Documentation for and attendance of monitoring visits by DEO (if applicable); 7) Invoice package in accordance with Section 7. of this Scope of Work.	
Deliverable 1 Cost - \$37,950.00		
Deliverable No. 2 - Collect, Review, and Analyze Current Stormwater Documentation		
Tasks	Minimum Level of Service	Financial Consequences
Subrecipient shall complete eligible task as detailed in Section 4.B of this Scope of Work.	Subrecipient may request reimbursement upon completion of the task listed in 4. B as evidenced by submittal of the following documentation: 1) Copy of the GIS database created and populated for the project and provide hyper-link to the database 2) Copies of project survey and questionnaire and feedback 3) Meeting notice, agenda, presentation(s), sign in sheets (or electronic equivalent if conducted virtually) and comments / feedback for each of the 3 public outreach meetings 4) Invoice package in accordance with Section 7. of this Scope of Work.	Failure to complete the Minimum Level of Service as specified shall result in non-payment.
Deliverable 2 Cost - \$450,000.00		
Deliverable No. 3 - Stormwater Modeling		
Tasks	Minimum Level of Service	Financial Consequences
Subrecipient shall complete eligible task as detailed in Section 4.C of this Scope of Work.	Subrecipient may request reimbursement upon completion of a minimum of one of the tasks listed in 4.C as evidenced by submittal of the following documentation: 1) Copy of model(s) and resulting analysis	Failure to complete the Minimum Level of Service as specified shall result in non-payment.

	2) Invoice package in accordance with Section 7 of this Scope of Work.	
Deliverable 3 Cost - \$187,500.00		
Deliverable No. 4 - Capital Improvement Planning		
Tasks	Minimum Level of Service	Financial Consequences
Subrecipient shall complete eligible task as detailed in Section 4.D of this Scope of Work.	Subrecipient may request reimbursement upon completion of a minimum of one of the tasks listed in 4.D as evidenced by submittal of the following documentation: 1) Copy of design and cost estimates for recommended projects 2) Alternative funding options 3) Meeting notice, agenda, presentations, sign-in sheets (electronic equivalent if virtual), comments / feedback for City Commission presentation 4) Invoice package in accordance with Section 7. of this Scope of Work.	Failure to complete the Minimum Level of Service as specified shall result in non-payment.
Deliverable No. 4 Cost - \$110,000.00		
Deliverable 5 - Final Citywide Stormwater Master Plan		
Tasks	Minimum Level of Service	Financial Consequences
Subrecipient shall complete eligible task as detailed in Section 4.E of this Scope of Work.	Subrecipient may request reimbursement upon completion of a minimum of one of the tasks listed in 4. E as evidenced by submittal of the following documentation: 1) Final Stormwater Master Plan 2) Invoice package in accordance with Section 7 of this Scope of Work.	Failure to complete the Minimum Level of Service as specified shall result in non-payment.
Deliverable No. 5 Cost - \$9,550.00		
Total Project Cost Not to Exceed \$795,000.00		

COST SHIFTING: The deliverable amounts specified within the Deliverables Section 6 table above are established based on the Parties' estimation of sufficient delivery of services fulfilling grant purposes under the Agreement in order to designate payment points during the Agreement Period; however, this is not intended to restrict DEO's ability to approve and reimburse allowable costs Subrecipient incurred providing the deliverables herein. Prior written approval from DEO's Agreement Manager is required for changes to the

above Deliverable amounts that do not exceed **10%** of each deliverable total funding amount. Changes that exceed **10%** of each deliverable total funding amount will require a formal written amendment request from Subrecipient, as described in **MODIFICATION** section of the Agreement. Regardless, in no event shall DEO reimburse costs of more than the total amount of this Agreement.

7. INVOICE SUBMITTAL

DEO shall reimburse Subrecipient in accordance with Section 6, above. In accordance with the Funding Requirements of s. 215.971(1), F.S. and Section 21 of this Agreement, Subrecipient and its subcontractors may only expend funding under this Agreement for allowable costs resulting from obligations incurred during this Agreement. To be eligible for reimbursement, costs must be in compliance with laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures

(<https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>).

- A. Subrecipient shall provide one invoice for services rendered during the applicable period of time as defined in the deliverable table. In any month no deliverable has been completed, the subrecipient will provide notice that no invoicing will be submitted.
- B. The following documents shall be submitted with the itemized invoice:
 1. A cover letter signed by Subrecipient's Agreement Manager certifying that the costs being claimed in the invoice package: (1) are specifically for the project represented to the State in the budget appropriation; (2) are for one or more of the components as stated in Section 6, DELIVERABLES, of this Attachment A; (3) have been paid; and (4) were incurred during this Agreement.
 2. Subrecipient's invoices shall include the date, period in which work was performed, amount of reimbursement, and work completed to date;
 3. A copy of all supporting documentation for vendor payments;
 4. A copy of the bank statement that includes the cancelled check or evidence of electronic funds transfer. The State may require any other information from Subrecipient that the State deems necessary to verify that the services have been rendered under this Agreement.
- C. Subrecipient's invoice and all documentation necessary to support payment requests must be submitted into DEO's Subrecipient Management Reporting Application (SERA). Further instruction on SERA invoicing and reporting, along with a copy of the invoice template, will be provided upon execution of the Agreement.

~ Remainder of this page is intentionally left blank ~

Attachment B – Project Budget (Example)

Subrecipient: _____

Contract
Number: _____Modification
Number: _____

Activity/Project		National Objective			Beneficiaries					Budget			
Activity	Description	LMI	Slum & Blight	Urgent Need	VLI	LI	MI	Non- LMI	Total	CDBG- MIT Amount	Other Funds	Source*	Total Funds
1. Housing Program - Homeowner Service Project (<i>Example Activities</i>)													
	Home Repair												
	Reconstruction												
	Replacement of Manufactured Homes												
	Temporary Rental and Mortgage Assistance												
	Buyout / Acquisition for Redevelopment												
2. Housing Program - Supportive Housing Initiative PUD Rental Housing Project (<i>Example Activities</i>)													
3. Public Facilities Program – Unified Service Center (<i>Example Activities</i>)													
4. Infrastructure Program (<i>Example Activities</i>)													
	Armstrong Drainage Project												
	Hastings Phase I Sewer												
	Hastings Phase II Sewer												

	Oyster Creek Basin Improvements												
	Orange Street Drainage												
	Avenue D Drainage												
	St. Augustine - Lake Maria Sanchez HMGP Match Drainage												
	St. Augustine Blvd & Cypress Rd Drainage												
5.	Administration												
6.	Planning												
	Totals:												

***Show the sources and amounts of Other Funds needed to complete the project below, including local funds, grants from other agencies and program income.**

Source of Other Funds	Amount
1.	
2.	
3.	
4.	

Attachment C – Activity Work Plan (Example)

Subrecipient _____ Activity: _____ Project Budget: _____

Contract Number: _____ Date Prepared: _____ Modification Number: _____

Start Date (month /year)	End Date (month /year)	Describe Proposed Action	Activity	Description	Deliverable	Associated Task	CDBG-MIT Funding	Local/Match Funding	Estimated Funds by End Date

Attachment D – Program and Special Conditions

1. The Subrecipient shall demonstrate that progress is being made in completing project activities in a timely fashion pursuant to the activity work plan. If the Subrecipient does not comply with the activity work plan schedule, a justification for the delay and a plan for timely accomplishment shall be submitted to DEO within 21 calendar days of receiving DEO's request for justification for the delay. Any project for which the Subrecipient has not completed the activities listed in the Activity Work Plan may be rescinded unless DEO agrees that the Subrecipient has provided adequate justification for the delay.
2. The Subrecipient shall maintain records of expenditure of funds from all sources that will allow accurate and ready comparison between the expenditures and the budget/activity line items as defined in the Project Detail Budget and Activity Work Plan.
3. The Subrecipient shall request DEO's approval for all professional services contracts and/or agreements that will be reimbursed with CDBG-MIT funds. Copies of the following procurement documents must be provided to DEO for review:
 - a. When publication of a Request for Proposal (RFP) is used as a means of solicitation, a copy of the advertisement, including an affidavit of publication;
 - b. DEO will either approve the procurement or notify the Subrecipient that the procurement cannot be approved because it violates State, Federal or local procurement guidelines. The Subrecipient shall notify DEO in writing no later than 90 calendar days from the effective date of this agreement if it will not be procuring any professional services or if it will be using non-CDBG-MIT funds to pay for professional services.
4. Prior to the obligation or disbursement of any funds, except for administrative expenses and not to exceed \$5000, the Subrecipient shall complete the following:
 - a. Submit for DEO's approval the documentation required in paragraph 3 above for any professional services contract. The Subrecipient proceeds at its own risk if more than the specified amount is incurred before DEO approves the procurement. If DEO does not approve the procurement of a professional services contract, the local government will not be able to use CDBG-MIT funds for that contract beyond \$5,000.
 - b. Comply with 24 CFR part 58 and the regulations implementing the National Environmental Policy Act, 40 CFR §§ 1500-1508. When the Subrecipient has completed the environmental review process, it shall submit a Request for Release of Funds and Certification. DEO will issue an Authority to Use Grant Funds (form HUD-7015.16) when this condition has been fulfilled to the satisfaction of DEO. If DEO has not issued an Authority to use Grant Funds within 15 days of Subrecipient's submission of the required documentation, DEO shall provide the Subrecipient a written update regarding the status of the review process. **SUBRECIPIENT SHALL NOT BEGIN CONSTRUCTION BEFORE DEO HAS ISSUED THE "AUTHORITY TO USE GRANT FUNDS."**
5. The Subrecipient agrees to comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. §§ 4601-4655; hereinafter, the "URA"), implementing regulations at 24 CFR part 42, 49 CFR part 24 and 24 CFR § 570.606(b), the requirements of 24 CFR § 42.325 – 42.350 governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the Housing and Community Development Act of 1974 (42 U.S.C. § 5304(d)), and the requirements in 24 CFR § 570.606(d), governing optional relocation assistance policies.
6. If the Subrecipient undertakes any activity subject to the URA, the Subrecipient shall document completion of the acquisition by submitting all documentation required for a desk monitoring of the acquisition, including a notice to property owners of his or her rights under the URA, an invitation to accompany the appraiser, all appraisals, offer to the owner, acceptance, contract for sale, statement of settlement costs, copy of deed, waiver of rights (for donations), as applicable. The documentation shall be submitted prior to completing the acquisition (closing) so that DEO can

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determine whether remedial action may be needed. The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR § 570.606(b)(2), that are displaced as a direct result of acquisition, rehabilitation, demolition, or conversion for a CDBG-assisted project.

7. The Subrecipient shall timely submit completed forms for all prime and subcontractors as required by this Agreement, DEO, HUD, and applicable, regulations and guidance laws, specifically including but not limited to:
 - a. Certification Regarding Debarment, Suspension, and Other Responsibility Matters (Primary Covered Transactions);
 - b. Section 3 Participation Report (Construction Prime Contractor);
 - c. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (Subcontractor), (if applicable); and
 - d. Section 3 Participation Report (Construction Subcontractor), (if applicable).
8. In addition, each construction contract or agreement for new or replacement housing must contain language that requires the contractor to meet the Green Building Standard for Replacement and New Construction of Residential Housing, as defined in the Allocation notice published in the Federal Register Volume 81, Number 224 on Monday, November 21, 2016.
9. For each Request for Funds (RFF) that includes reimbursement of construction costs, the Subrecipient shall provide a copy of the American Institute of Architects (AIA) form G702, Application and Certification for Payment, or a comparable form approved by DEO, signed by the contractor and inspection engineer, and a copy of form G703, Continuation Sheet, or a comparable form approved by DEO. For each RFF that includes construction costs, the Subrecipient shall provide a copy of AIA form G702, or a comparable form approved by DEO, if applicable, signed by the contractor and the local building inspector or housing specialist and a copy of form G703, or a comparable form approved by DEO, if applicable.
10. For each project, when the Subrecipient issues the Notice to Proceed to the contractor(s), copies of the following documents shall be sent to DEO:
 - a. Notice to Proceed;
 - b. The contractor's performance bond (100 percent of the contract price); and
 - c. The contractor's payment bond (100 percent of the contract price).
11. The Subrecipient shall undertake an activity each quarter to affirmatively further fair housing pursuant to 24 CFR § 570.487(b).
12. The Subrecipient shall ensure that a deed restriction is recorded on any real property or facility, excluding easements, acquired with CDBG-MIT funds. This restriction shall limit the use of that real property or facility to the use stated in the subgrant application and that title shall remain in the name of the Subrecipient. Such deed restriction shall be made a part of the public records in the Clerk of Court of the county in which the real property is located. Any future disposition of that real property shall be in accordance with 24 CFR § 570.505. Any future change of use of real property shall be in accordance with 24 CFR § 570.489(j).
13. The Subrecipient shall comply with the historic preservation requirements of the National Historic Preservation Act of 1966, as amended, the procedures set forth in 36 CFR part 800, and the Secretary of the Interior's Standards for Rehabilitation, codified at 36 CFR 67, and Guidelines for Rehabilitating Historic Buildings.
14. Pursuant to section 102(b), Public Law 101-235, 42 U.S.C. § 3545, the Subrecipient shall update and submit Form HUD 2880 to DEO within thirty (30) calendar days of the Subrecipient's knowledge of changes in situations which would require that updates be prepared. The Subrecipient must disclose:
 - a. All developers, contractors, consultants and engineers involved in the application or in the planning, development or implementation of the project or CDBG- MIT-funded activity; and

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- b. Any person or entity that has a financial interest in the project or activity that exceeds \$50,000 or 10 percent of the grant, whichever is less.
15. If required, the Subrecipient shall submit a final Form HUD 2880, to DEO with the Subrecipient's request for administrative closeout, and its absence or incompleteness shall be cause for rejection of the administrative closeout.
16. Conflicts of interest relating to procurement shall be addressed pursuant to 24 CFR § 570.489(g). Title 24 CFR § 570.489(h) shall apply in all conflicts of interest not governed by 24 CFR § 570.489(g), such as those relating to the acquisition or disposition of real property; CDBG-MIT financial assistance to beneficiaries, businesses or other third parties; or any other financial interest, whether real or perceived. Additionally, the Subrecipient agrees to comply with, and this Agreement is subject to, Chapter 112 F.S.
17. Any payment by the Subrecipient using CDBG-MIT funds for acquisition of any property, right-of-way, or easement that exceeds fair market value as determined through the appraisal process established in HUD Handbook 1378 shall be approved in writing by DEO prior to distribution of the funds. Should the Recipient fail to obtain DEO pre-approval, any portion of the cost of the acquisition exceeding Fair Market Value shall not be paid or reimbursed with CDBG-MIT funds.
18. The Subrecipient shall take photographs or video of all activity locations prior to initiating any construction. As the construction progresses, additional photography or videography shall document the ongoing improvements. Upon completion of construction, final documentation of the activity locations will be provided to DEO with the administrative closeout package for this Agreement.
19. If an activity is designed by an engineer, architect or other licensed professional, it shall be certified upon completion by a licensed professional as meeting the specifications of the design, as may have been amended by change orders. The date of completion of construction shall be noted as part of the certification. This certification shall be accomplished prior to submission of an administrative closeout package and a copy of the certification shall be submitted with the administrative closeout package.

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Attachment E – State and Federal Statutes, Regulations, and Policies

The CDBG-MIT funds available to the Subrecipient through this agreement constitute a subaward of DEO's Federal award under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR part 200. This agreement includes terms and conditions of DEO's Federal award that are imposed on the Subrecipient and the Subrecipient agrees to carry out its obligations in compliance with all of the obligations described in this Agreement.

The Subrecipient agrees to, and, by signing this Agreement, certifies that, it will comply with all applicable provisions of the Housing and Community Development Act of 1974, as amended, and the regulations at 24 CFR part 570, as modified by the Federal Register notices that govern the use of CDBG-MIT funds available under this agreement. These Federal Register notices include, but are not limited to, Federal Register Guidance Vol. 84, No. 169/Friday, August 30, 2019/Notices, Vol. 81, No. 224/Monday, November 21, 2016/Notices, Volume 83, No. 28/Friday, February 9, 2018/Notices, Volume 82, No. 11/Wednesday, January 18, 2017/Notices, Volume 82, No. 150/Monday, August 7, 2017/Notices, and Vol. 83, No. 157/Tuesday, August 14, 2018/Notices. Notwithstanding the foregoing, (1) the Subrecipient does not assume any of DEO's responsibilities for environmental review, decision-making and action, described in 24 CFR part 58 and (2) the Subrecipient does not assume any of DEO's responsibilities for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient shall also comply with all other applicable Federal, state and local laws, regulations and policies as now in effect and as may be amended from time to time that govern the use of the CDBG-MIT funds in complying with its obligations under this agreement, regardless of whether CDBG-MIT funds are made available to the Subrecipient on an advance or reimbursement basis.

The Subrecipient also agrees to use funds available under this Agreement to supplement rather than supplant funds otherwise available. The Subrecipient further agrees to comply with all other applicable Federal, State, and local laws, regulations and policies governing the funds provided under this Agreement, including, but not limited to the following:

1. State of Florida Requirement

State of Florida Requirements are stated throughout this Agreement and Attachments thereto.

2. Audits, Inspections and Monitoring

a. Single Audit

The Subrecipient must be audited as required by 2 CFR part 200, subpart F when it is expected that the Subrecipient's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in §200.501 Audit requirements.

b. Inspections and Monitoring

The Subrecipient shall permit DEO and auditors to have access to the Subrecipient's records and financial statements as necessary for DEO to meet the requirements of 2 CFR part 200.

The Subrecipient must submit to monitoring of its activities by DEO as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of this agreement.

This review must include:

- (1) Reviewing financial and performance reports required by DEO;
- (2) Following up and ensuring that the Subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the Subrecipient from DEO detected through audits, on-site reviews, and other means; and
- (3) Issuing a management decision for audit findings pertaining to this Federal award provided to the Subrecipient from DEO as required by 2 CFR §200.521.

c. Corrective Actions

The Subrecipient shall be subject to reviews and audits by DEO, including onsite reviews of the Subrecipient as may be necessary or appropriate to meet the requirements of 42 U.S.C. 5304(e)(2). DEO may issue management decisions and may consider taking enforcement actions if noncompliance is detected during audits. DEO may require the Subrecipient to take timely and appropriate action on all deficiencies pertaining to the Federal award provided to the subrecipient from the pass-through entity detected through audits, on-site. DEO may impose additional conditions on the use of the CDBG-MIT funds to ensure future compliance or provide training and technical assistance as needed to correct noncompliance.

3. Drug-Free Workplace

Subrecipients must comply with drug-free workplace requirements in Subpart B of part 2429, which adopts the government-wide implementation (2 CFR part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701-707).

4. Procurement and Contractor Oversight

The Subrecipient shall comply with the procurement standards in 2 CFR §200.318 - §200.327 when procuring property and services under this agreement. The Subrecipient shall impose the Subrecipient's obligations under this agreement on its contractors, specifically or by reference, so that such obligations will be binding upon each of its contractors.

The Subrecipient must comply with CDBG regulations regarding debarred or suspended entities, specifically including, 24 CFR 570.609 or 24 CFR 570.489, as applicable. CDBG funds may not be provided to excluded or disqualified persons.

The Subrecipient shall maintain oversight of all activities under this agreement and shall ensure that for any procured contract or agreement, its contractors perform according to the terms and conditions of the procured contracts or agreements, and the terms and conditions of this agreement. To check for debarred or suspended entities, please visit <https://www.sam.gov/SAM/>

5. Property Standards

Real property acquired by the Subrecipient under this agreement shall be subject to 24 CFR 570.489(j) and 24 CFR 570.200(j). The Subrecipient shall also comply with the Property Standards at 2 CFR 200.310, 2 CFR 200.312, 2 CFR 200.314 through 2 CFR 200.316. The Subrecipient shall also comply with 2 CFR 200.313 Equipment, except that when the equipment is sold, the proceeds shall be program income and equipment not needed by the Subrecipient for activities under this agreement shall be transferred to DEO for its CDBG-MIT program or shall be retained after compensating DEO.

The Subrecipient shall also comply with the Property Standards in 2 CFR 200.310 through 2 CFR 200.316, except to the extent they are inconsistent with 24 CFR 570.200(j) and 24 CFR 570.489(j), in which case Subrecipient shall comply with 24 CFR 570.200(j) and 24 CFR 570.489(j), except to the extent that proceeds from the sale of equipment are program income and subject to the program income requirements under this agreement, pursuant to 24 CFR 570.489(e)(1)(ii).

6. Federal Funding Accountability and Transparency Act (FFATA)

The Subrecipient shall comply with the requirements of 2 CFR part 25 Universal Identifier and System for Award Management (SAM). The Subrecipient must have an active registration in SAM, <https://www.sam.gov/SAM/> in accordance with 2 CFR part 25, appendix A, and must have a Data Universal Numbering System (DUNS) number <https://fedgov.dnb.com/webform/>. The Subrecipient must also comply with provisions of the Federal Funding Accountability and Transparency Act, which includes requirements on executive compensation, 2 CFR part 170 Reporting Subaward and Executive Compensation Information.

7. Relocation and Real Property Acquisition

The Subrecipient shall comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), 42 USC 4601 – 4655, 49 CFR part 24, 24 CFR part 42, and 24 CFR 570.606.

In addition to other URA requirements, these regulations (49 CFR § 24.403(d)) implement Section 414 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 USC § 5181, which provides that "Notwithstanding any other provision of law, no person otherwise eligible for any kind of replacement housing payment under the URA shall be denied such eligibility as a result of his being unable, because of a major disaster as determined by the President, to meet the occupancy requirements set by such Act".

8. Non-discrimination

a. 24 CFR Part 6

The Subrecipient will comply with 24 CFR part 6, which implements the provisions of section 109 of title I of the Housing and Community Development Act of 1974 (Title I) (42 U.S.C. 5309). Section 109 provides that no person in the United States shall, on the ground of race, color, national origin, religion or sex, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity funded in whole or in part with Federal financial assistance. The Subrecipient will adhere to the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107) (Age Discrimination Act) and the prohibitions against discrimination on the basis of disability under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) (Section 504). Section 109 of the HCDA makes these requirements applicable to programs or activities funded in whole or in part with CDBG-MIT funds. Thus, the Subrecipient shall comply with regulations of 24 CFR part 8, which implement Section 504 for HUD programs, and the regulations of 24 CFR part 146, which implement the Age Discrimination Act for HUD programs.

b. Architectural Barriers Act and the Americans with Disabilities Act

The Subrecipient shall ensure that its activities are consistent with requirements of Architectural Barriers Act and the Americans with Disabilities Act. The Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) requires certain Federal and Federally funded buildings and other facilities to be designed, constructed, or altered in accordance with standards that ensure accessibility to, and use by, physically handicapped people. A building or facility designed, constructed or altered with funds allocated or reallocated under this part after December 11, 1995 and meets the definition of "residential structure" as defined in 24 CFR 40.2 or the definition of "building" as defined in 41 CFR 101-19.602(a) is subject to the requirements of the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) and shall comply with the Uniform Federal Accessibility Standards (appendix A to 24 CFR part 40 for residential structures, and appendix A to 41 CFR part 101-19, subpart 101-19.6, for general type buildings).

The Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218 and 225) (ADA) provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, State and local government services and telecommunications. It further provides that discrimination includes a failure to design and construct facilities for first occupancy no later than January 26, 1993, that are readily accessible to and usable by individuals with disabilities. Further, the ADA requires the removal of architectural barriers and communication barriers that are structural in nature in existing facilities, where such removal is readily achievable—that is, easily accomplishable and able to be carried out without much difficulty or expense.

c. State and Local Non-discrimination Provisions

The Subrecipient must comply with the Florida Small and Minority Business Assistance Act (§§ 288.703-288.706, F.S.); Title VI of the Civil Rights Act of 1964 (24 CFR part 1)

(1) General Compliance

The Subrecipient shall comply with the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352), as amended. No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity funded by this agreement. The specific nondiscrimination provisions at 24 CFR 1.4 apply to the use of these funds. The Subrecipient shall not intimidate, threaten, coerce or discriminate against any person for the purpose of interfering with any right or privilege secured by title VI of the Civil Rights Act of 1964 or 24 CFR part 1, or because he has made a complaint, testified, assisted or participated in any manner in an investigation, proceeding or hearing under 24 CFR part 1. The identity of

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complainants shall be kept confidential except to the extent necessary to carry out the purposes of 2 CFR part 1, including the conduct of any investigation, hearing or judicial proceeding arising thereunder.

(2) Assurances and Real Property Covenants

As a condition to the approval of this Agreement and the extension of any Federal financial assistance, the Subrecipient assures that the program or activities described in this Agreement will be conducted and the housing, accommodations, facilities, services, financial aid or other benefits to be provided will be operated and administered in compliance with all requirements imposed by or pursuant to this part 1.

If the Federal financial assistance under this agreement is to provide or is in the form of personal property or real property or interest therein or structures thereon, the Subrecipient's assurance herein shall obligate the Subrecipient or, in the case of a subsequent transfer, the transferee, for the period during which the property is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits, or for as long as the recipient retains ownership or possession of the property, whichever is longer. In all other cases, the assurance shall obligate the Subrecipient for the period during which Federal financial assistance is extended pursuant to the contract or application. This assurance gives DEO and the United States a right to seek judicial enforcement of the assurance and the requirements on real property.

In the case of real property, structures or improvements thereon, or interests therein, acquired with Federal financial assistance under this Agreement or acquired with CDBG-MIT funds and provided to the Subrecipient under this Agreement, the instrument effecting any disposition by the Subrecipient of such real property, structures or improvements thereon, or interests therein, shall contain a covenant running with the land assuring nondiscrimination for the period during which the real property is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If the Subrecipient receives real property interests or funds or for the acquisition of real property interests under this Agreement, to the extent that rights to space on, over, or under any such property are included as part of the program receiving such assistance, the nondiscrimination requirements of this part 1 shall extend to any facility located wholly or in part in such space.

d. Affirmative Action

(1) Approved Plan

The Subrecipient agrees that it shall carry out pursuant to DEO's specifications an Affirmative Action Program in compliance with the President's Executive Order 11246 of September 24, 1966, as amended, and implementing regulations at 42 CFR 60. DEO shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the release of funds under this agreement.

(2) Women- and Minority-Owned Businesses (W/MBE)

The Subrecipient shall take the affirmative steps listed in 2 CFR 200.321(b)(1) through (5) to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible when the Subrecipient procures property or services under this agreement.

(3) Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Subrecipient shall, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

9. Labor and EmploymentLabor Standards

The Subrecipient shall comply with the in labor standards in Section 110 of the Housing and Community Development Act of 1974, as amended and ensure that all laborers and mechanics employed by contractors or subcontractors in the performance of construction work financed in whole or in part with assistance received under this agreement shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis- Bacon Act, as amended (40 U.S.C. 3141, *et seq.*) and 29 CFR part 1, 3, 5, 6 and 7, provided, that this requirement shall apply to the rehabilitation of residential property only if such property contains not less than 8 units.

The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874) and its implementing regulations of the U.S. Department of Labor at 29 CFR part 3 and part 5. The Subrecipient shall maintain documentation that demonstrates compliance with applicable hour and wage requirements. Such documentation shall be made available to DEO for review upon request.

10. Section 3 of the Housing and Urban Development Act of 1968a. Low-Income Person Definition

A low-income person, as this term is defined in Section 3 (b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)). Section 3(b)(2) of the 1937 Act defines this term to mean families (including single persons) whose incomes do not exceed 80 per centum of the median income for the area, as determined by the Secretary, with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher and or lower than 80 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low—income families; or (ii) A very low-income person, as this term is defined in Section 3(b)(2) of the 1937 Act (42 U.S.C. 1437 a(b)(2)). Section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)) defines this term to mean families (including single persons) whose incomes do not exceed 50 per centum of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes.

b. Compliance

The Subrecipient shall comply with the provisions of Section 3 of the Housing Urban Development Act of 1968, as amended, 12 USC 1701u, and implementing its implementing regulations at 24 CFR part 135. The Subrecipient shall include the following “Section 3 clause” at 24 CFR 135.38 in every “Section 3 covered contract” (as defined in 24 CFR 135.5).

- (1) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (2) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- (3) The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor

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where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

- (4) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- (5) Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- (6) With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

c. Thresholds

- A. Recipients of HUD federal financial assistance shall meet the following hiring and contract numerical goals to achieve compliance with Section 3 as found at 24 CFR 135.30 (Numerical goals for meeting the greatest extent feasible requirement.)
- B. Recipients of Section 3 covered community development assistance, and their contractors and subcontractors (unless the contract or subcontract awards do not meet the threshold specified in Section 135.3(a)(3)) may demonstrate compliance with the requirements of this part by committing to employ Section 3 residents as:
 1. 10 percent of the aggregate number of new hires for the one-year period beginning in FY 1995;
 2. 20 percent of the aggregate number of new hires for the one-year period beginning in 1996; and
 3. 30 percent of the aggregate number of new hires for the one-year period beginning in FY 1997 and continuing thereafter.
- C. Contracts. Numerical goals set forth in paragraph (c) of this section apply to contracts awarded in connection with all Section 3 covered projects and Section 3 covered activities. Each recipient and contractor and subcontractor (unless the contract or subcontract awards do not meet threshold specified in Section 135.3(a)(3)) may demonstrate compliance with the requirements of this part by committing to award to Section 3 business concerns:
 1. At least 10 percent of the total dollar amount of all Section 3 covered contracts for building trades work for maintenance, repair, modernization or development of public or Indian housing, or for building trades work arising in connection with housing rehabilitation, housing construction and other public construction; and
 2. At least three (3) percent of the total dollar amount of all other Section 3 covered contracts.

11. Conduct

a. Hatch Act

The Subrecipient shall comply with the Hatch Act, 5 USC 1501 – 1508, and shall ensure that no funds provided, nor personnel employed under this agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

b. Conflict of Interest

In the procurement of supplies, equipment, construction, and services pursuant to this agreement, the Subrecipient shall comply with the conflict of interest provisions in DEO's procurement policies and procedures. In all cases not governed by the conflict of interest provisions in DEO's procurement policies and procedures, the Subrecipient shall comply with the conflict of interest provisions in 24 CFR 570.489(h).

c. Lobbying Certification

The Subrecipient hereby certifies that:

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- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- (3) The language of paragraph (i) through (iv) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly; and
- (4) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is required by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

d. Religious Activities

The Subrecipient agrees that funds provided under this agreement shall not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

Equal Treatment for Faith-Based Organizations. Prohibits any State or local government receiving funds under any Department program, or any intermediate organization with the same duties as a governmental entity, from discriminating for or against an organization on the basis of the organization's religious character or affiliation. Prohibits religious organizations from engaging in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded with direct financial assistance.

Prohibits an organization that participates in programs funded by direct financial assistance from the Department, in providing services, from discriminating against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief. Any restrictions on the use of grant funds shall apply equally to religious and non-religious organizations.

e. Environmental Conditions(1) Prohibition on Choice Limiting Activities Prior to Environmental Review

The Subrecipient must comply with the limitations in 24 CFR 58.22 even though the Subrecipient is not delegated the requirement under Section 104(g) of the HCD Act for environmental review, decision-making and action (see 24 CFR part 58) and is not delegated DEO's responsibilities for initiating the review process under the provisions of 24 CFR Part 52. 24 CFR 58.22 imposes limitations on activities pending clearance and specifically limits commitments of HUD funds or non-HUD funds by any participant in the development process before completion of the environmental review. A violation of this requirement may result in a prohibition on the use of Federal funds for the activity. If DEO has not issued an Authority to Use Grant Funds within 15 days of Subrecipient's submission of the required documentation, DEO shall provide the Subrecipient a written update regarding the status of the review process.

(2) Air and Water

The Subrecipient shall comply with the following requirements insofar as they apply to the performance of this agreement:

- (a) Air quality. (1) The Clean Air Act (42 U.S.C. 7401 et. seq.) as amended; particularly section 176(c) and (d) (42 U.S.C. 7506(c) and (d)); and (2) Determining Conformity of Federal Actions to State or Federal Implementation Plans (Environmental Protection Agency—40 CFR parts 6, 51, and 93); and
- (b) Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, *et seq.*, as amended, including the requirements specified in Section 114 and Section 308 of the Federal Water Pollution Control Act, as amended, and all regulations and guidelines issued thereunder.

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- (c) The Clean Air and Water Act: If this Contract is in excess of \$100,000, Contractor shall comply with all applicable standards, orders or regulations issued under the Clean Air Act, as amended, 42 U.S.C. 7401, Section 508 of the Clean Water Act, as amended, 33 U.S.C. 1368, et seq., Executive Order 11738 and Environmental Protection Agency regulations. Contractor shall report any violation of the above to DEO.
- (d) Energy Efficiency: Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State of Florida's energy conservation plan issued in compliance with the Energy Policy and Conservation Act, Pub. L. 94-163.
- (3) Flood Disaster Protection
The Subrecipient shall comply with the mandatory flood insurance purchase requirements of Section 102 of the Flood Disaster Protection Act of 1973, as amended by the National Flood Insurance Reform Act of 1994, 42 USC 4012a. Additionally, the Subrecipient shall comply with Section 582 of the National Flood Insurance Reform Act of 1994, as amended, (42 U.S.C. 5154a), which includes a prohibition on the provision of flood disaster assistance, including loan assistance, to a person for repair, replacement or restoration for damage to any personal, residential, or commercial property if that person at any time has received Federal flood disaster assistance that was conditioned on the person first having obtained flood insurance under applicable Federal law and the person has subsequently failed to obtain and maintain flood insurance as required under applicable Federal law on such property. Section 582 also includes a responsibility to notify property owners of their responsibility to notify transferees about mandatory flood purchase requirements. More information about these requirements is available in the Federal Register notices governing the CDBG-MIT award and listed at the beginning of this Attachment.
- (4) Lead-Based Paint
The Subrecipient shall follow DEO's procedures with respect to CDBG assistance that fulfill the objectives and requirements of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at part 35, subparts A, B, J, K, and R of this title.
- (5) Historic Preservation
The Subrecipient shall comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended, codified in title 54 of the United States Code, and the procedures set forth in 36 CFR part 800 insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, State, or local historic property list.

- (6) Additional Regulations
 - (a) The Temporary Assistance for Needy Families Program ("TANF"), 45 CFR Parts 260-265, the Social Services Block Grant ("SSBG"), 42 U.S.C. 1397d, and other applicable federal regulations and policies promulgated thereunder.
 - (b) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681, *et seq.*, which prohibits discrimination on the basis of sex in educational programs.
 - (c) Section 654 of the Omnibus Budget Reconciliation Act of 1981, as amended, 42 U.S.C. 9849, which prohibits discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation or beliefs.
 - (d) The Pro-Children Act: Contractor agrees to comply with the Pro-Children Act of 1994, 20 U.S.C. 6083. Failure to comply with the provisions of the law may result in the imposition of civil monetary penalty up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. This clause is applicable to all approved sub-contracts. In compliance with Public Law (Pub. L.) 103-277, the Contract shall not permit smoking in any portion of any indoor facility used for the provision of federally funded services including health, day care, early childhood development, education or library services on a routine or regular basis, to children up to age 18.
 - (e) Public Announcements and Advertising: When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with federal money, Contractor shall clearly state (1) the percentage of the total costs of the program or project which will be financed with federal money, (2) the dollar amount of federal funds

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for the project or program, and (3) percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

- (f) Purchase of American-Made Equipment and Products: Contractor assures that, to the greatest extent practicable, all equipment and products purchased with funds made available under this Agreement will be American-made.
- (g) The Consolidated Appropriations Act, 2010, Division E, Section 511 (Pub. L. 111-117), which prohibits distribution of federal funds made available under the Act to the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries. The Continuing Appropriations Act, 2011, Sections 101 and 103 (Pub. L. 111-242), provides that appropriations made under Pub. L. 111-117 are available under the conditions provided by Pub. L. 111-117.
- (h) Contract Work Hours and Safety Standards Act (40 U.S.C. §327–333) — If this Contract involves federal funding in excess of \$2,000 for construction contracts or in excess of \$2,500 for other contracts that involve the employment of mechanics or laborers, compliance with sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327–333), as supplemented by Department of Labor regulations (29 CFR Part 5) is required. Under section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- (i) Resource Conservation and Recovery Act (RCRA). Under RCRA (Pub. L. 94–580 codified at 42 U.S.C. 6962), state and local institutions of higher education, hospitals, and non-profit organizations that receive direct Federal awards or other Federal funds shall give preference in their procurement programs funded with Federal funds to the purchase of recycled products pursuant to the EPA guidelines.
- (j) Immigration Reform and Control Act. Contractor shall comply with the requirements of the Immigration Reform and Control Act of 1986, which requires employment verification and retention of verification forms for any individuals hired who will perform any services under the contract.

When it is determined that the Subrecipient is in non-compliance with federal or state program requirements, the State may impose any of the additional conditions and/or requirements outlined in 2 CFR § 200.207.

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Attachment F – Civil Rights Compliance

Fair Housing

As a condition for the receipt of CDBG-MIT funds, each Subrecipient must certify that it will "affirmatively further fair housing" in its community. A Subrecipient shall demonstrate its commitment to affirmatively further fair housing by implementing the actions listed below.

Each Subrecipient shall do the following:

1. Have in place a fair housing resolution or ordinance that covers all Federally protected classes (race, color, familial status, handicap, national origin, religion and sex);
2. Designate an employee as the Fair Housing Coordinator who is available during regular business hours to receive fair housing calls;
3. Publish the Fair Housing Coordinator's contact information quarterly in a newspaper of general circulation in the Subrecipient's jurisdiction so that people know who to call to ask fair housing questions or register a complaint. Alternatively, the Subrecipient can post the coordinator's contact information throughout the quarter on the home page of its website;
4. Establish a system to record the following for each fair housing call:
 - a) The nature of the call,
 - b) The actions taken in response to the call,
 - c) The results of the actions taken and
 - d) If the caller was referred to another agency, the results obtained by the referral agency;
5. Conduct at least one fair housing activity each quarter. Identical activities (see examples below) shall not be conducted in consecutive quarters; and
6. Display a fair housing poster in the CDBG-MIT Office. (This does not count as a fair housing activity.)

The Subrecipient shall ensure that the fair housing contact person has received training so that he/she can handle fair housing phone inquiries or refer the inquiries to the appropriate people/agencies. Records maintained by the contact will help the community do the following:

1. Define where discriminatory practices are occurring,
2. Help the community measure the effectiveness of its outreach efforts, and
3. Provide the community with a means to gain information that can be used to design and implement strategies that will eliminate fair housing impediments.

Examples of fair housing activities include the following:

1. Making fair housing presentations at schools, civic clubs and neighborhood association meetings;
2. Conducting a fair housing poster contest or an essay contest;
3. Manning a booth and distributing fair housing materials at libraries, health fairs, community events, yard sales and church festivals; and
4. Conducting fair housing workshops for city/county employees, realtors, bank and mortgage company employees, insurance agents and apartment complex owners.

Printing a fair housing notice on a utility bill is no longer accepted as a fair housing activity; however, mailing a DEO-approved fair housing brochure as an insert with utility bills will be accepted as an activity. Placing posters in public buildings does not meet the requirement for a fair housing activity.

The Subrecipient shall document its fair housing activities by keeping photographs, newspaper articles, sign-in sheets and copies of handouts in their CDBG-MIT project file and include information about the activities in the comment section of each quarterly report.

Equal Employment Opportunity

As a condition for the receipt of CDBG-MIT funds, each Subrecipient must certify that it and the contractors, subcontractors, subrecipients and consultants that it hires with CDBG-MIT funds will abide by the Equal Employment Opportunity (EEO) Laws of the United States. A Subrecipient shall demonstrate its commitment to abide by the laws through the actions listed below.

Each Subrecipient shall do the following:

1. Have in place an equal employment opportunity resolution or ordinance that protects its applicants and employees and the applicants and employees of its contractors, subcontractors, subrecipients and consultants from discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral and other aspects of employment, on the basis of race, color, religion, sex, national origin, disability, age or genetics;
2. Designate an employee as the EEO Coordinator who is available during regular business hours to receive EEO calls;
3. Publish the EEO Coordinator's contact information quarterly in a newspaper of general circulation in the Subrecipient's jurisdiction so that people know who to call to ask EEO questions or register a complaint. Alternatively, the Subrecipient can post the coordinator's contact information throughout the quarter on the home page of its website; and
4. Establish a system to record the following for each EEO call:
 - a) The nature of the call,
 - b) The actions taken in response to the call and
 - c) The results of the actions taken;
5. Each Subrecipient shall maintain a list of certified minority-owned business enterprises (MBE) and women-owned business enterprises (WBE) that operate in its region. The Subrecipient shall use this list to solicit companies to bid on CDBG-MIT-funded construction activities and shall provide a copy of the list to the prime contractor(s) to use when it hires subcontractors and consultants. The Department of Management Services maintains a list of certified minority- and women-owned businesses that can be used to develop a local MBE/WBE list at the following website: <https://osd.dms.myflorida.com/directories>.
6. Incorporate the Equal Employment Opportunity clause set forth in 41 CFR Part 60-1.4(b) into any contracts or subcontracts that meet the definition of "federally assisted construction contract" in 41 CFR 60-1.3.

Section 504 and the Americans with Disabilities Act (ADA)

As a condition for the receipt of CDBG-MIT funds, the Subrecipient must certify that it provides access to all federally funded activities to all individuals, regardless of handicap. The Subrecipient shall demonstrate its commitment to abide by the laws through the actions listed below.

The Subrecipient shall do the following:

1. Have in place a resolution or ordinance that is designed to eliminate discrimination against any person who:
 - a) Has a physical or mental impairment which substantially limits one or more major life activities,
 - b) Has a record of such an impairment or
 - c) Is regarded as having such an impairment;
2. Designate an employee as the Section 504/ADA Coordinator who is available during regular business hours to receive Section 504/ADA calls;
3. Publish the Section 504/ADA Coordinator's contact information quarterly in a newspaper of general circulation in the Subrecipient's jurisdiction so that people know who to call to ask Section 504/ADA questions or register a complaint. Alternatively, the Subrecipient can post the coordinator's contact information throughout the quarter on the home page of its website; and
4. Establish a system to record the following for each Section 504/ADA call:
 - a) The nature of the call,
 - b) The actions taken in response to the call and

c) The results of the actions taken.

Section 504 prohibitions against discrimination (see 45 CFR part 84) apply to service availability, accessibility, delivery, employment and the administrative activities and responsibilities of organizations receiving Federal financial assistance. A Subrecipient of Federal financial assistance may not, on the basis of disability:

1. Deny qualified individuals the opportunity to participate in or benefit from Federally funded programs, services or other benefits,
2. Deny access to programs, services, benefits or opportunities to participate as a result of physical barriers, or
3. Deny employment opportunities, including hiring, promotion, training and fringe benefits, for which they are otherwise entitled or qualified.

The ADA regulations (Title II, 28 CFR part 35, and Title III, 28 CFR part 36) prohibit discrimination on the basis of disability in employment, State and local government, public accommodations, commercial facilities, transportation, and telecommunications. To be protected by the ADA, one must have a disability or have a relationship or association with an individual with a disability.

Title II covers all activities of state and local governments regardless of the government entity's size or receipt of Federal funding. Title II requires that State and local governments give people with disabilities an equal opportunity to benefit from all of their programs, services and activities (e.g. public education, employment, transportation, recreation, health care, social services, courts, voting and town meetings). State and local governments are required to follow specific architectural standards in the new construction and alteration of their buildings. They also must relocate programs or otherwise provide access in inaccessible older buildings, and communicate effectively with people who have hearing, vision or speech disabilities.

Title III covers businesses and nonprofit service providers that are public accommodations, privately operated entities offering certain types of courses and examinations, privately operated transportation and commercial facilities. Public accommodations are private entities who own, lease, lease to or operate facilities such as restaurants, retail stores, hotels, movie theaters, private schools, convention centers, doctors' offices, homeless shelters, transportation depots, zoos, funeral homes, day care centers and recreation facilities including sports stadiums and fitness clubs. Transportation services provided by private entities are also covered by Title III.

Section 3 - Economic Opportunities for Low- and Very Low-Income Persons

Each Subrecipient shall encourage its contractors to hire qualified low- and moderate-income residents for any job openings that exist on CDBG-MIT-funded projects in the community. The Subrecipient and its contractors shall keep records to document the number of low- and moderate-income people who are hired to work on CDBG-MIT-funded projects. The number of low- and moderate-income residents who are hired to work of the project shall be reported in the comment section of the quarterly report.

The following clause from 24 CFR § 135.38 is required to be included in CDBG-MIT-funded contracts of \$100,000 or more.

Section 3 Clause

1. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are Subrecipients of HUD assistance for housing.
2. The Parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
3. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or

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workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

4. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
5. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
6. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default and debarment or suspension from future HUD assisted contracts.
7. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

Civil Rights Regulations

As a condition for the receipt of CDBG-MIT funds, each Subrecipient must certify that it will abide by the following Federal laws and regulations:

1. Title VI of the Civil Rights Act of 1964 – Prohibits discrimination by government agencies that receive Federal funding;
2. Title VII of the Civil Rights Act of 1964 – prohibits employment discrimination on the basis of race, color, religion, sex or national origin;
3. Title VIII of the Civil Rights Act of 1968 – as amended (the Fair Housing Act of 1988);
4. 24 CFR § 570.487(b) – Affirmatively Furthering Fair Housing;
5. 24 CFR § 570.490(b) – Unit of general local government's record;
6. 24 CFR § 570.606(b) – Relocation assistance for displaced persons at URA levels;
7. Age Discrimination Act of 1975;
8. Executive Order 12892 – Leadership and Coordination of Fair Housing in Federal Programs: Affirmatively Furthering Fair Housing;
9. Section 109 of the Housing and Community Development Act of 1974 – No person shall be excluded from participation in, denied benefits of or subjected to discrimination under any program or activity receiving CDBG-MIT funds because of race, color, religion, sex or national origin;
10. Section 504 of the Rehabilitation Act of 1973 and 24 CFR part 8, which prohibits discrimination against people with disabilities;
11. Executive Order 11063 – Equal Opportunity in Housing;
12. Executive Order 11246 – Equal Employment Opportunity; and

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13. Section 3 of the Housing and Urban Development Act of 1968, as amended – Employment/Training of Lower Income Residents and Local Business Contracting.

I hereby certify that _____ shall comply with all of the provisions and Federal regulations listed in this Attachment F.

By: _____ **Date:** _____

Name: _____

Title: _____

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Attachment G – Reports

The following reports must be completed and submitted to DEO in the time frame indicated below. Failure to timely file these reports constitutes an Event of Default, as defined in Paragraph (10) Default, of this Agreement.

1. **Monthly Progress Report** must be submitted to DEO ten (10) calendar days after the end of each month.
2. A **Quarterly Progress** Report must be submitted to DEO on forms to be provided by DEO no later than the 10th of every April, July, October and January.
3. A **Contract and Subcontract Activity** form, Form HUD-2516, currently available at https://www.hud.gov/sites/documents/DOC_36660; which is incorporated herein by reference, must be submitted by April 15 and October 15 each year through the DEO's SERA reporting system. The form must reflect all contractual activity for the period, including Minority Business Enterprise and Woman Business Enterprise participation. If no activity has taken place during the reporting period, the form must indicate "no activity".

The Subrecipient shall closeout its use of the CDBG-MIT funds and its obligations under this Agreement by complying with the closeout procedures in 2 CFR § 200.343. Activities during this close-out period may include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances and accounts receivable to the Subrecipient) and determining the custodianship of records.

Notwithstanding the terms of 2 CFR 200.343, upon the expiration of this Agreement, the Subrecipient shall transfer to the recipient any CDBG-MIT funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG-MIT funds. Further, any real property under the Subrecipient's control that was acquired or improved in whole or in part with CDBG-MIT funds (including CDBG-MIT funds provided to the Subrecipient in the form of a loan) shall be treated in accordance with 24 CFR 570.503(b)(7).

4. In accordance with 2 CFR part 200, should the Subrecipient meet the threshold for submission of a single or program specific audit, the audit must be conducted in accordance with 2 CFR part 200 and submitted to DEO no later than nine months from the end of the Subrecipient's fiscal year. If the Subrecipient did not meet the audit threshold, an **Audit Certification Memo** must be provided to DEO no later than nine months from the end of the Subrecipient's fiscal year.
5. A copy of the **Audit Compliance Certification** form, Attachment J, must be emailed to audit@deo.myflorida.com within sixty (60) calendar days of the end of each fiscal year in which this subgrant was open.
6. The **Section 3 Summary Report**, form HUD-60002, must be completed and submitted through DEO's SERA reporting system by July 31, annually. The form must be used to report annual accomplishments regarding employment and other economic opportunities provided to persons and businesses that meet Section 3 requirements.
7. Request for Funds must be submitted as required by DEO and in accordance with the ***Project Description and Deliverables, Project Detail Budget and Activity Work Plan***.
8. All forms referenced herein are available online or upon request from DEO's grant manager for this Agreement.

Attachment H – Warranties and Representations

Financial Management

The Subrecipient's financial management system must comply with the provisions of 2 CFR part 200 (and particularly 2 C.F.R 200.302 titled "Financial Management"), Section 218.33, F.S., and include the following:

1. Accurate, current and complete disclosure of the financial results of this project or program.
2. Records that identify the source and use of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.
3. Effective control over and accountability for all funds, property and other assets. The Subrecipient shall safeguard all assets and assure that they are used solely for authorized purposes.
4. Comparison of expenditures with budget amounts for each Request for Funds (RFF). Whenever appropriate, financial information should be related to performance and unit cost data.
5. Written procedures to determine whether costs are allowed and reasonable under the provisions of the 2 CFR part 200 (and particularly 2 CFR 200 Subpart E titled "Costs Principles") and the terms and conditions of this Agreement.
6. Cost accounting records that are supported by backup documentation.

Competition

All procurement transactions must follow the provisions of 2 CFR §§ 200.318-200.327 and be conducted in a manner providing full and open competition. The Subrecipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids or requests for proposals shall be excluded from competing for such procurements. Awards must be made to the responsible and responsive bidder or offeror whose proposal is most advantageous to the program, considering the price, quality and other factors. Solicitations shall clearly set forth all requirements that the bidder or offeror must fulfill in order for the bid or offer to be evaluated by the Subrecipient. Any and all bids or offers may be rejected if there is a sound, documented reason.

Codes of Conduct

The Subrecipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer or agent shall participate in the selection, award or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated, has a financial or other interest in a tangible personal benefit from a firm considered for a contract. The officers, employees and agents of the Subrecipient shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors or parties to subcontracts. The standards of conduct must provide for disciplinary actions to be applied for violations of the standards by officers, employees or agents of the Subrecipient. (*See* 2 CFR § 200.318(c)(1).)

Business Hours

The Subrecipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site at all reasonable times for business. "Reasonable" shall be construed according to circumstances, but ordinarily shall mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

Licensing and Permitting

All contractors or employees hired by the Subrecipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Subrecipient.

Attachment I – Audit Requirements

The administration of resources awarded by DEO to the Subrecipient may be subject to audits and/or monitoring by DEO as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR 200 Subpart F - Audit Requirements, and section 215.97, F.S., as revised (see “AUDITS” below), monitoring procedures may include, but not be limited to, on-site visits by DEO staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this Agreement, the Subrecipient agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by DEO. In the event DEO determines that a limited scope audit of the Subrecipient is appropriate, the Subrecipient agrees to comply with any additional instructions provided by DEO staff to the Subrecipient regarding such audit. The Subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED. This part is applicable if the Subrecipient is a state or local government or nonprofit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

1. A Subrecipient that expends \$750,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. EXHIBIT 1 to this form lists the federal resources awarded through DEO by this agreement. In determining the federal awards expended in its fiscal year, the Subrecipient shall consider all sources of federal awards, including federal resources received from DEO. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §§200.502-503. An audit of the Subrecipient conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.
2. For the audit requirements addressed in Part I, paragraph 1, the Subrecipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§200.508-512.
3. A Subrecipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the Subrecipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from Subrecipient resources obtained from other than federal entities).

PART II: STATE FUNDED. This part is applicable if the Subrecipient is a non-state entity as defined by Section 215.97(2), F.S.

1. In the event that the Subrecipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such Subrecipient (for fiscal years ending June 30, 2017, and thereafter), the Subrecipient must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through DEO by this agreement. In determining the state financial assistance expended in its fiscal year, the Subrecipient shall consider all sources of state financial assistance, including state financial assistance received from DEO, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.
2. For the audit requirements addressed in Part II, paragraph 1, the Subrecipient shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting

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package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the Subrecipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the Subrecipient expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the Subrecipient's resources obtained from other than state entities).

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), F.S., State agencies may conduct or arrange for audits of state financial assistance that are in addition to audits conducted in accordance with Section 215.97, F.S. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

N/A

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this form shall be submitted, when required by 2 CFR § 200.512, by or on behalf of the Subrecipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR § 200.36 and §200.512.

The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.

2. Copies of financial reporting packages required by Part II of this form shall be submitted by or on behalf of the Subrecipient directly to each of the following:

- a. DEO at each of the following addresses:

Electronic copies (preferred): or
Audit@deo.myflorida.com

Paper (hard copy):
 Department Economic Opportunity
 MSC # 75, Caldwell Building
 107 East Madison Street
 Tallahassee, FL 32399-4126

- b. The Auditor General's Office at the following address:

Auditor General
 Local Government Audits
 342 Claude Pepper Building, Room 401
 111 West Madison Street
 Tallahassee, Florida 32399-1450

The Auditor General's website (<https://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or the management letter required by Part III of this form shall be submitted by or on behalf of the Subrecipient directly to:

Electronic copies (preferred):
Audit@deo.myflorida.com

or

Paper (hard copy):
Department Economic Opportunity
MSC # 75, Caldwell Building
107 East Madison Street
Tallahassee, FL. 32399-4126

4. Any reports, management letters, or other information required to be submitted DEO pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
5. Subrecipients, when submitting financial reporting packages to DEO for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Subrecipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION. The Subrecipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five (5) years from the date the audit report is issued, or six (6) state fiscal years after all reporting requirements are satisfied and final payments have been received, whichever period is longer, and shall allow DEO, or its designee, CFO, or Auditor General access to such records upon request. The Subrecipient shall ensure that audit working papers are made available to DEO, or its designee, CFO, or Auditor General upon request for a period of six (6) years from the date the audit report is issued, unless extended in writing by DEO. In addition, if any litigation, claim, negotiation, audit, or other action involving the records has been started prior to the expiration of the controlling period as identified above, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the controlling period as identified above, whichever is longer.

Exhibit 1 to Attachment I – Funding Sources

Federal Resources Awarded to the Subrecipient Pursuant to this Agreement Consist of the Following:

Federal Awarding Agency:	U.S. Department of Housing and Urban Development
Federal Funds Obligated to Subrecipient:	\$795,000.00
Catalog of Federal Domestic Assistance Title:	Community Development Block Grants/State’s Program and Non-Entitlement Grants in Hawaii
Catalog of Federal Domestic Assistance Number:	14.228
Project Description:	The City of Dania Beach has been awarded \$795,000 in CDBG-MIT (Community Development Block Grant - Mitigation) funding to provide the city with a comprehensive plan to address stormwater flooding and drainage issues in the City for the next 50 years.
<i>This is not a research and development award.</i>	

Compliance Requirements Applicable to the Federal Resources Awarded Pursuant to this Agreement are as Follows:

Federal Program

1. The Subrecipient shall perform its obligations in accordance with Sections 290.0401- 290.048, F.S.
2. The Subrecipient shall perform its obligations in accordance with 24 CFR §§ 570.480 – 570.497.
3. The Subrecipient shall perform the obligations as set forth in this Agreement, including any attachments or exhibits thereto.
4. The Subrecipient shall perform the obligations in accordance with chapter 73C-23.0051(1) and (3), F.A.C.
5. The Subrecipient shall be governed by all applicable laws, rules and regulations, including, but not necessarily limited to, those identified in Award Terms & Conditions and Other Instructions of the Subrecipient’s Notice of Subgrant Award/Fund Availability (NFA).

State Resources Awarded to the Subrecipient Pursuant to this Agreement Consist of the Following: *N/A*

Matching Resources for Federal Programs: *N/A*

Subject to Section 215.97, Florida Statutes: *N/A*

Compliance Requirements Applicable to State Resources Awarded Pursuant to this Agreement are as Follows:
N/A

NOTE: Title 2 CFR § 200.331 and Section 215.97(5), F.S., require that the information about Federal Programs and State Projects included in Exhibit 1 and the Notice of Subgrant Award/Fund Availability be provided to the Subrecipient.

Attachment J – Audit Compliance Certification

Email a copy of this form within 60 days of the end of each fiscal year in which this subgrant was open to audit@deo.myflorida.com.

Subrecipient:

FEIN:

Subrecipient's Fiscal
Year:

Contact Name:

Contact's Phone:

Contact's Email:

1. Did the Subrecipient expend state financial assistance, during its fiscal year that it received under any agreement (e.g., contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between the Subrecipient and the Department of Economic Opportunity (DEO)? ☐ Yes ☐ No

If the above answer is yes, answer the following before proceeding to item 2.

Did the Subrecipient expend \$750,000 or more of state financial assistance (from DEO and all other sources of state financial assistance combined) during its fiscal year? ☐ Yes ☐ No

If yes, the Subrecipient certifies that it will timely comply with all applicable State single or project-specific audit requirements of Section 215.97, Florida Statutes and the applicable rules of the Department of Financial Services and the Auditor General.

2. Did the Subrecipient expend federal awards during its fiscal year that it received under any agreement (e.g., contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between the Subrecipient and DEO? ☐ Yes ☐ No

If the above answer is yes, also answer the following before proceeding to execution of this certification:

Did the Subrecipient expend \$750,000 or more in federal awards (from DEO and all other sources of federal awards combined) during its fiscal year? ☐ Yes ☐ No

If yes, the Subrecipient certifies that it will timely comply with all applicable single or program-specific audit requirements of 2 CFR part 200, subpart F, as revised.

By signing below, I certify, on behalf of the Subrecipient, that the above representations for items 1 and 2 are true and correct.

Signature of Authorized Representative

Date

Printed Name of Authorized Representative

Title of Authorized Representative

Attachment K – Subrecipient Enterprise Resource Application (SERA) Form

Attachment K will be provided after execution of this Agreement

Attachment L**2 CFR Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards**

Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to

construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See § 200.323 - Procurement of Recovered Materials..

(K) See 200.216 - Prohibition on certain telecommunications and video surveillance services or equipment.

(L) See 200.322 - Domestic Preferences for procurements

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec 19, 2014; 85 FR 49577, August 13, 2020]

Attachment M**State of Florida****Department of Economic Opportunity****Federally Funded****Community Development Block Grant****Disaster Recovery (CDBG-MIT) Subrogation Agreement**

This Subrogation and Assignment Agreement (“Agreement”) is made and entered into by and between The City of Dania Beach (hereinafter referred to as “Subrecipient”) and the State of Florida, Department of Economic Opportunity (hereinafter referred to as “DEO”).

In consideration of Subrecipient’s receipt of funds or the commitment by DEO to evaluate Subrecipient’s application for the receipt of funds (collectively, the “Grant Proceeds”) under the DEO Community Development Block Grant-Mitigation Program (the “CDBG-MIT Program”) administered by DEO, Subrecipient hereby assigns to DEO all of Subrecipient’s future rights to reimbursement and all payments received from any grant, subsidized loan, lawsuit or insurance policies of any type or coverage or under any reimbursement or relief program related to or administered by the Federal Emergency Management Agency (“FEMA”) or the Small Business Administration (“SBA”) (singularly, a “Disaster Program” and collectively, the “Disaster Programs”) that was the basis of the calculation of Grant Proceeds paid or to be paid to Subrecipient under the CDBG-MIT Program and that are determined in the sole discretion of DEO to be a duplication of benefits (“DOB”) as provided in this Agreement.

The proceeds or payments referred to in the preceding paragraph, whether they are from insurance, FEMA or the SBA or any other source, and whether or not such amounts are a DOB, shall be referred to herein as “Proceeds,” and any Proceeds that are a DOB shall be referred to herein as “DOB Proceeds.” Upon receiving any Proceeds, Subrecipient agrees to immediately notify DEO who will determine in its sole discretion if such additional amounts constitute a DOB. If some or all of the Proceeds are determined to be a DOB, the portion that is a DOB shall be paid to DEO, to be retained and/or disbursed as provided in this Agreement. The amount of DOB determined to be paid to DEO shall not exceed the amount received from the CDBG-MIT Program.

Subrecipient agrees to assist and cooperate with DEO to pursue any of the claims Subrecipient has against the insurers for reimbursement of DOB Proceeds under any such policies. Subrecipient’s assistance and cooperation shall include but shall not be limited to allowing suit to be brought in Subrecipient’s name(s) and providing any additional documentation with respect to such consent, giving depositions, providing documents, producing record and other evidence, testifying at trial and any other form of assistance and cooperation reasonably requested by DEO. Subrecipient further agrees to assist and cooperate in the attainment and collection of any DOB Proceeds that the Subrecipient would be entitled to under any applicable Disaster Program.

If requested by DEO, Subrecipient agrees to execute such further and additional documents and instruments as may be requested to further and better assign to DEO, to the extent of the Grant Proceeds paid to Subrecipient under the CDBG-MIT Program, the Policies, any amounts received under the Mitigation Programs that are DOB Proceeds and/or any rights thereunder, and to take, or cause to be taken, all actions and to do, or cause to be done, all things requested by DEO to consummate and make effective the purposes of this Agreement.

Subrecipient explicitly allows DEO to request of any company with which Subrecipient held insurance policies, or FEMA or the SBA or any other entity from which Subrecipient has applied for or is receiving Proceeds, any

non-public or confidential information determined to be reasonably necessary by DEO to monitor/enforce its interest in the rights assigned to it under this Agreement and give Subrecipient's consent to such company to release said information to DEO.

If Subrecipient (or any lender to which DOB Proceeds are payable to such lender, to the extent permitted by superior loan documents) hereafter receives any DOB Proceeds, Subrecipient agrees to promptly pay such amounts to DEO, if Subrecipient received Grant Proceeds under the CDBG-MIT Program in an amount greater than the amount Subrecipient would have received if such DOB Proceeds had been considered in the calculation of Subrecipient's award.

In the event that the Subrecipient receives or is scheduled to receive any subsequent Proceeds, Subrecipient shall pay such subsequent Proceeds directly to DEO, and DEO will determine the amount, if any, of such subsequent Proceeds that are DOB Proceeds ("Subsequent DOB Proceeds"). Subsequent Proceeds in excess of Subsequent DOB Proceeds shall be returned to the Subrecipient. Subsequent DOB Proceeds shall be disbursed as follows:

1. If the Subrecipient has received full payment of the Grant Proceeds, any Subsequent DOB Proceeds shall be retained by DEO.
2. If the Subrecipient has received no payment of the Grant Proceeds, any Subsequent DOB Proceeds shall be used by DEO to reduce payments of the Grant Proceeds to the Subrecipient, and all Subsequent DOB Proceeds shall be returned to the Subrecipient.
3. If the Subrecipient has received a portion of the Grant Proceeds, any Subsequent DOB Proceeds shall be used, retained and/or disbursed in the following order: (A) Subsequent DOB Proceeds shall first be used to reduce the remaining payments of the Grant Proceeds, and Subsequent DOB Proceeds in such amount shall be returned to the Subrecipient; and (B) any remaining Subsequent DOB Proceeds shall be retained by DEO.
4. If DEO makes the determination that the Subrecipient does not qualify to participate in the CDBG-MIT Program or the Subrecipient determines not to participate in the CDBG-MIT Program, the Subsequent DOB Proceeds shall be returned to the Subrecipient, and this Agreement shall terminate.

Once DEO has recovered an amount equal to the Grant Proceeds paid to Subrecipient, DEO will reassign to Subrecipient any rights assigned to DEO pursuant to this Agreement.

Subrecipient represents that all statements and representations made by Subrecipient regarding Proceeds received by Subrecipient shall be true and correct as of the date of the signing of this Agreement.

Warning: Any person who intentionally or knowingly makes a false claim or statement to HUD may be subject to civil or criminal penalties under 18 U.S.C. 287, 1001 and 31 U.S.C. 3729.

~ Remainder of this page is intentionally left blank ~

The person executing this Agreement on behalf of the Subrecipient hereby represents that he\she has received, read, and understands this notice of penalties for making a false claim or statement regarding Proceeds received by Subrecipient.

In any proceeding to enforce this Agreement, DEO shall be entitled to recover all costs of enforcement, including actual attorney’s fees.

THE CITY OF DANIA BEACH, FLORIDA

**DEPARTMENT OF ECONOMIC
OPPORTUNITY**

By _____
Signature
Tamara James

By _____
Signature
Meredith Ivey

Title **Mayor**

Title **Chief of Staff**

Date _____

Date _____

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Consent Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)

TO APPROVE AND ADOPT A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO APPROVE A CHANGE ORDER FOR THE SOUTHEAST SECOND AVENUE AND SOUTHEAST SEVENTH STREET WATER MAIN REPLACEMENT PROJECT IN AN AMOUNT NOT TO EXCEED THREE HUNDRED NINETY NINE THOUSAND FIVE HUNDRED TWENTY FOUR DOLLARS AND SIXTY SEVEN CENTS (\$399,524.67); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.*(Public Services)*

Purchasing Requests ONLY

Dept:

Acct #:

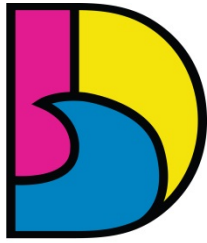
Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

C-MEMO-RFP-SE2AV-WTRMAIN CHNGORDER-revFJR, R-2021- Man-Con Inc. Change Order for The Southeast Second Avenue and Southeast Seventh Street Water Main Replacement Project, 2021.10.27 _Additional Funding Letter



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

CITY OF DANIA BEACH PUBLIC SERVICES DEPARTMENT

MEMORANDUM

DATE: November 9, 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: APPROVAL OF A CHANGE ORDER FOR "SOUTHEAST 2ND AVENUE AND & SOUTHEAST 7TH STREET WATER MAIN REPLACEMENT PROJECT"

Request

The Public Services Department (PSD) requests approval of a Change Order of \$399,524.87 for the "Southeast 2nd Avenue and Southeast 7th Street Water Main Replacement Project" to Man Con, Inc. for performing required line stops at 22 locations.

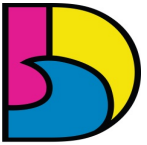
Background

Watermain pipes located on SE 2nd Avenue and surrounding areas were constructed of cast iron and installed in the 1950s. These pipes were never lined to extend their life cycle. Frequent pipe breaks and leaks indicated the need to replace the 70-plus-year-old pipes. The purpose of the Southeast 2nd Avenue and Southeast 7th Street Water Main Replacement Project was to replace approximately 8,800 linear feet (LF) of 6-inch cast-iron water pipe with 12-inch and 8-inch water pipes along those areas.

During the construction, there were many unforeseen conditions such as unanticipated utilities, that the watermain conflicted with. This required that the contractor re-align the watermain along several segments and used the bid line items for an additional amount of \$155,292.71 for this work.

After the watermain was installed, the City's Utility Division exercised (65) valves which controls (130) locations within the project boundary to shut down the existing watermain and connect to the newly installed watermain. During this process, it was determined that the Utility Division was unable to shut down the watermain for 22 required location. In order to shut down the existing watermain at these points, a temporary line stop for blocking the flow is required at each one. Man Con, Inc. will be hiring a specialized subcontractor who will safely shut down the watermain at these locations. After the shut downs, Man Con, Inc. will be able to reconnect the existing water main on the side streets and alleyways to the newly installed watermain on SE 2nd Avenue. The cost for this additional work is \$244,231.96.

\continued...



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

APPROVAL OF A CHANGE ORDER FOR "SOUTHEAST 2nd AVENUE AND & SOUTHEAST 7th STREET WATER MAIN REPLACEMENT PROJECT"

Budgetary Impact

In order to complete the additional work summarized above, Man Con Inc.'s contract amount of \$2,163,955.20 for the project (budgeted in the F22 CIP plan) will be exceeded by \$399,524.67 (\$244,231.96 + \$155,292.71). This amount will be appropriated via a budget transfer to the following accounts: Revenue - 401-00-00-389-90-02 Appropriated Net Position, Expense - 401-33-02-533-63-10 Water Distribution Improvements.

Recommendation

PSD recommends approval of a Change Order of \$399,524.87 for an upcoming payment application for the "Southeast 2nd Avenue and Southeast 7th Street Water Main Replacement Project" to Man Con, Inc. for conducting line stops at twenty two (22) locations.

RESOLUTION NO. 2021-167

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO APPROVE A CHANGE ORDER FOR THE SOUTHEAST SECOND AVENUE AND SOUTHEAST SEVENTH STREET WATER MAIN REPLACEMENT PROJECT IN AN AMOUNT NOT TO EXCEED THREE HUNDRED NINETY NINE THOUSAND FIVE HUNDRED TWENTY FOUR DOLLARS AND SIXTY SEVEN CENTS (\$399,524.67); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City required services to replace the water main on Southeast Second Avenue and Southeast Seventh Street; and

WHEREAS, during the construction, there were many unforeseen conditions, such as unanticipated utilities with which the water main was physically in conflict; and

WHEREAS, Man-Con, Inc., the main contractor for the project, re-aligned the water main along several segments, which resulted in a cost overrun in the amount of \$155,292.71; and

WHEREAS, after the water main was installed, Public Services' Utility Division exercised 65 valves within the project boundary to shut down the existing water main and connect to the newly installed water main; and

WHEREAS, in order to properly and safely shut down the existing watermain, a temporary line stop procedure is required to cut the pressurized water flow; and

WHEREAS, Man-Con, Inc. will be hiring a specialized subcontractor which will safely shut down the water main at the affected locations; after the shut downs, Man-Con, Inc. will be able to reconnect the existing water main on the side streets and alleyways to the newly installed water main on SE 2nd Avenue; and

WHEREAS, the total cost for this additional work is \$244,231.96; and in order to complete the additional work summarized above, Man-Con, Inc.'s contract amount of \$2,163,955.20 for the project (budgeted in the F22 CIP plan) will be exceeded by \$399,524.87; and

WHEREAS, this amount will be appropriated via a budget transfer to the following accounts: Revenue - 401-00-00-389-90-02 Appropriated Net Position, Expense - 401-33-02-533-63-10 Water Distribution Improvements;

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 approve the change order for the “Southeast Second Avenue and Southeast Seventh Street Water Main Replacement Project” in an amount not to exceed Three Hundred Ninety-Nine Thousand Five Hundred Twenty Four Dollars and Sixty Seven cents (\$399,524.67).

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 immediately upon its passage and adoption.

PASSED AND ADOPTED on November 9, 2021.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY



10/27/2021

Mr. Dincer Akin Ozaydin, P.E, G.C.
Public Services Deputy Director/ City Engineer
City of Dania Beach
1201 Stirling Road, Dania Beach, FL, 33004

Project: Dania Beach - SE 2nd Ave and SE 7th St Watermain Replacement

RE: Required Additional Contract Funding

Dear Mr. Dincer Ozaydin,

After multiple meeting and conference calls with the city and engineer of record we have attached our budget analysis, estimating the remaining quantities we anticipate installing in order to complete this project along with change order No. 008, 009, and 010. Several line items overran the estimated quantity listed in the Contract's bid schedule along with the change orders listed will be necessary to complete this project.

Due to the unforeseen existing conditions experienced on this project the contract line-item quantities are projecting an overrun in the amount of **\$155,292.71**.

The cities operations team has provided us with an approximated number of 22 line stops that will be required in order to shut down the existing water main, along with (2) "hot connections", and (2) repair clamps. This will allow for Man-Con to connect the new water main to the existing water main. To accomplish this utilization of change order No. 008 \$207,098.74, No. 009 \$14,040.06, No. 010 \$23,093.16 totaling **\$244,231.96** will be needed to connect new water main system to the existing system.

This estimate is based off the information known at this time. Change orders No. 008, 009, and 010 were submitted as unit price change orders and billing will be based on what is installed along with the billing of the Contract line items. The attached budget analysis/ line-item billing projections will provide a detailed report of the line items and change orders making up the total additional funding needed in the amount of **\$399,524.67**. Please let us know if you have any questions.

Thank you,

Anthony Mancini
Vice President
Man-Con Incorporated

Main Office:
3460 S.W. 11th Street
Deerfield Beach, Florida 33442
O: 954-427-0230
F: 954-427-8133

Palm Beach County Office:
3020 Fairlane Farms Road
Suite 1, Wellington, Florida
33414

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT,
containing Contractor's signed Certification, is attached.
Use Column I on Contracts where retainage for the items may apply.

APPLICATION No.:
PERIOD TO:
PROJECT NAME:
PROJECT #:
BID NO.

B					C		D		E		G		H	I
Contract Items						WORK COMPLETED						% COMPLETED	BALANCE TO FINISH	RETAINAGE AMOUNT
						QUANTITY COMPLETED	\$ AMOUNT COMPLETED	QUANTITY COMPLETED	\$ AMOUNT COMPLETED	TOTAL QUANTITY	TOTAL \$ AMOUNT			
						PREVIOUS	PREVIOUS	THIS	THIS	COMPLETED	COMPLETED			
Section	Title	Qty	Unit	Unit Price	Total Cost	PERIOD	PERIOD	PERIOD	PERIOD	TO DATE	TO DATE			
Item No.	Description	Estimated Quantity	Unit of Measure	Unit Price	Extended Price									
I.	GENERAL													
1.01	General Requirements	1	LS	\$185,000.00	185,000.00	1.00	185,000.00		-	1.00	185,000.00	100.00%	-	-
1.02	Mobilization and Demobilization	1	LS	\$35,000.00	35,000.00	1.00	35,000.00		-	1.00	35,000.00	100.00%	-	-
1.03	Stormwater Pollution Prevention	1	LS	\$10,000.00	10,000.00	0.90	9,000.00	0.10	1,000.00	1.00	10,000.00	100.00%	-	-
1.04	Maintenance of Traffic	1	LS	\$12,500.00	12,500.00	0.90	11,250.00	0.10	1,250.00	1.00	12,500.00	100.00%	-	-
1.05	Permitting Allowance	1	AL	\$5,000.00	5,000.00	0.05	250.00		-	0.05	250.00	5.00%	4,750.00	-
GENERAL SUBTOTAL					247,500.00		240,500.00		2,250.00		242,750.00	98.08%	4,750.00	-
II.	UTILITIES													
2.01	12" C-900 PVC Water Main	6,800	LF	69.00	469,200.00	6,427.00	443,463.00	10.00	690.00	6,437.00	444,153.00	94.66%	25,047.00	-
2.02	12" DIP Water Main	480	LF	90.00	43,200.00	850.00	76,500.00		-	850.00	76,500.00	177.08%	(33,300.00)	-
2.03	8" C-900 PVC Water Main	420	LF	56.00	23,520.00	388.00	21,728.00		-	388.00	21,728.00	92.38%	1,792.00	-
2.04	8" DIP Water Main	45	LF	65.00	2,925.00	31.00	2,015.00	70.00	4,550.00	101.00	6,565.00	224.44%	(3,640.00)	-
2.05	6" C-900 PVC Water Main	260	LF	53.00	13,780.00	69.00	3,657.00	355.00	18,815.00	424.00	22,472.00	163.08%	(8,692.00)	-
2.06	6" DIP Water Main	325	LF	60.00	19,500.00	287.00	17,220.00	20.00	1,200.00	307.00	18,420.00	94.46%	1,080.00	-
2.07	4" DIP Water Main	35	LF	66.00	2,310.00	29.00	1,914.00	10.00	660.00	39.00	2,574.00	111.43%	(264.00)	-
2.08	3" HDPE Water Main	10	LF	119.00	1,190.00	0.00	-		-	-	-	0.00%	1,190.00	-
2.09	2-1/2" HDPE Water Main	20	LF	71.00	1,420.00	0.00	-		-	-	-	0.00%	1,420.00	-
2.10	2" HDPE Water Main	300	LF	46.00	13,800.00	385.00	17,710.00	100.00	4,600.00	485.00	22,310.00	161.67%	(8,510.00)	-
2.11	12"x12" DIP Cross	1	EA	824.00	824.00	1.00	824.00		-	1.00	824.00	100.00%	-	-
2.12	12"x8" DIP Cross	1	EA	593.00	593.00	1.00	593.00		-	1.00	593.00	100.00%	-	-
2.13	12"x6" DIP Cross	2	EA	524.00	1,048.00	0.00	-	1.00	524.00	1.00	524.00	50.00%	524.00	-
2.14	12"x12" DIP Tee	3	EA	588.00	1,764.00	2.00	1,176.00	1.00	588.00	3.00	1,764.00	100.00%	-	-
2.15	12"x8" DIP Tee	5	EA	485.00	2,425.00	5.00	2,425.00		-	5.00	2,425.00	100.00%	-	-
2.16	12"x6" DIP Tee	42	EA	437.00	18,354.00	48.00	20,976.00		-	48.00	20,976.00	114.29%	(2,622.00)	-
2.17	12"x4" DIP Tee	2	EA	433.00	866.00	3.00	1,299.00		-	3.00	1,299.00	150.00%	(433.00)	-
2.18	8"x8" DIP Tee	2	EA	319.00	638.00	1.00	319.00	2.00	638.00	3.00	957.00	150.00%	(319.00)	-
2.19	8"x6" DIP Tee	2	EA	281.00	562.00	0.00	-	1.00	281.00	1.00	281.00	50.00%	281.00	-
2.20	6"x6" DIP Tee	2	EA	229.00	458.00	0.00	-	2.00	458.00	2.00	458.00	100.00%	-	-
2.21	12" DIP 90° Bend	1	EA	399.00	399.00	0.00	-	1.00	399.00	1.00	399.00	100.00%	-	-
2.22	8" DIP 90° Bend	2	EA	214.00	428.00	0.00	-	3.00	642.00	3.00	642.00	150.00%	(214.00)	-

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B						C						D						E						G						H						I					
Contract Items						Schedule of Values						WORK COMPLETED																													
												QUANTITY COMPLETED	\$ AMOUNT COMPLETED	QUANTITY COMPLETED	\$ AMOUNT COMPLETED	TOTAL QUANTITY	TOTAL \$ AMOUNT																								
												PREVIOUS	PREVIOUS	THIS	THIS	COMPLETED	COMPLETED																								
Section	Title	Qty	Unit	Unit Price	Total Cost							PERIOD	PERIOD	PERIOD	PERIOD	TO DATE	TO DATE																								
Item No.	Description	Estimated Quantity	Unit of Measure	Unit Price	Extended Price							PERIOD	PERIOD	PERIOD	PERIOD	TO DATE	TO DATE																								
2.23	6" DIP 90° Bend	37	EA	155.00	5,735.00							0.00	-	39.00	6,045.00	39.00	6,045.00																								
2.24	12" DIP 45° Bend	81	EA	371.00	30,051.00							40.00	14,840.00	8.00	2,968.00	48.00	17,808.00																								
2.25	8" DIP 45° Bend	2	EA	197.00	394.00							0.00	-	2.00	394.00	2.00	394.00																								
2.26	6" DIP 45° Bend	11	EA	143.00	1,573.00							2.00	286.00	12.00	1,716.00	14.00	2,002.00																								
2.27	8"x6" DIP Reducer	4	EA	157.00	628.00							2.00	314.00	3.00	471.00	5.00	785.00																								
2.28	12" DIP Plugs and Caps	4	EA	738.00	2,952.00							6.00	4,428.00	3.00	2,214.00	9.00	6,642.00																								
2.29	8" DIP Plugs and Caps	1	EA	638.00	638.00							7.00	4,466.00		-	7.00	4,466.00																								
2.30	6" DIP Plugs and Caps	50	EA	600.00	30,000.00							32.00	19,200.00	53.00	31,800.00	85.00	51,000.00																								
2.31	2" Plugs and Caps	22	EA	624.00	13,728.00							3.00	1,872.00	22.00	13,728.00	25.00	15,600.00																								
2.32	12" DIP Gate Valve	23	EA	3,442.00	79,166.00							21.00	72,282.00	2.00	6,884.00	23.00	79,166.00																								
2.33	8" DIP Gate Valve	4	EA	3,859.00	15,436.00							8.00	30,872.00		-	8.00	30,872.00																								
2.34	6" DIP Gate Valve	47	EA	3,456.00	162,432.00							51.00	176,256.00	2.00	6,912.00	53.00	183,168.00																								
2.35	4" DIP Gate Valve	2	EA	1,250.00	2,500.00							3.00	3,750.00		-	3.00	3,750.00																								
2.36	2-1/2" Curb Stop with Valve Box	1	EA	1,750.00	1,750.00							0.00	-		-	-	-																								
2.37	2" Curb Stop with Valve Box	24	EA	1,400.00	33,600.00							22.00	30,800.00		-	22.00	30,800.00																								
2.38	Cut-In and Connect to Existing 4" to 12" Water Main	35	EA	3,500.00	122,500.00							1.00	3,500.00	38.00	133,000.00	39.00	136,500.00																								
2.39	Cut-In and Connect to Existing 2" to 3" Water Main	25	EA	1,583.00	39,575.00							0.00	-	24.00	37,992.00	24.00	37,992.00																								
2.40	Fire Hydrant Assemblies	20	EA	3,000.00	60,000.00							20.00	60,000.00	1.00	3,000.00	21.00	63,000.00																								
2.41	Bacteriological Sample Points	30	EA	250.00	7,500.00							28.00	7,000.00		-	28.00	7,000.00																								
2.42	1" Single, Short Water Services	16	EA	1,400.00	22,400.00							17.00	23,800.00		-	17.00	23,800.00																								
2.43	1" Single, Long Water Services	13	EA	1,400.00	18,200.00							11.00	15,400.00		-	11.00	15,400.00																								
2.44	2" Double, Short Water Services	21	EA	2,000.00	42,000.00							18.00	36,000.00		-	18.00	36,000.00																								
2.45	2" Double, Long Water Services	5	EA	2,200.00	11,000.00							7.00	15,400.00		-	7.00	15,400.00																								
2.46	Deflections Under Unforeseen Utility Conflicts	2	EA	20,000.00	40,000.00							13.00	260,000.00		-	13.00	260,000.00																								
2.47	Point Repairs for Sanitary Sewer Mains	10	EA	2,784.00	27,840.00							4.00	11,136.00	6.00	16,704.00	10.00	27,840.00																								

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B						C		D	E	G	H		I		
Contract Items						WORK COMPLETED						% COMPLETED	BALANCE TO FINISH	RETAINAGE AMOUNT	
						QUANTITY COMPLETED	\$ AMOUNT COMPLETED	QUANTITY COMPLETED	\$ AMOUNT COMPLETED	TOTAL QUANTITY	TOTAL \$ AMOUNT				
Section	Title	Qty	Unit	Unit Price	Total Cost	PREVIOUS	PREVIOUS	THIS	THIS	COMPLETED	COMPLETED				
Item No.	Description	Estimated Quantity	Unit of Measure	Unit Price	Extended Price	PERIOD	PERIOD	PERIOD	PERIOD	TO DATE	TO DATE				
III.	ROADWAY														
3.01	1" Type SP-9.5 Asphalt Milling and Resurfacing	10,875	SY	11.00	119,625.00	0.00	-	10,875.00	119,625.00	10,875.00	119,625.00	100.00%	-	-	
3.02	4" Thick Sidewalk	133	SY	54.00	7,182.00	6.00	324.00		-	6.00	324.00	4.51%	6,858.00	-	
3.03	Asphalt Driveway Restoration	34	SY	77.00	2,618.00	0.00	-	34.00	2,618.00	34.00	2,618.00	100.00%	-	-	
3.04	Concrete Driveway Restoration	10	SY	167.00	1,670.00	4.00	668.00		-	4.00	668.00	40.00%	1,002.00	-	
3.05	Type F Curb and Gutter Replacement	38	LF	60.00	2,280.00	0.00	-	38.00	2,280.00	38.00	2,280.00	100.00%	-	-	
3.06	Asphalt Speed Tables	2	EA	4,013.00	8,026.00	0.00	-	2.00	8,026.00	2.00	8,026.00	100.00%	-	-	
3.07	Remove and Replace Bollards	7	EA	901.00	6,307.00	0.00	-	7.00	6,307.00	7.00	6,307.00	100.00%	-	-	
3.08	Solid Traffic Stripe (24" White) - Thermoplastic	454	LF	10.00	4,540.00	0.00	-	454.00	4,540.00	454.00	4,540.00	100.00%	-	-	
3.09	Solid Traffic Stripe (12" White) - Thermoplastic	246	LF	2.75	676.50	0.00	-	246.00	676.50	246.00	676.50	100.00%	-	-	
3.10	Solid Traffic Stripe (6" Double Yellow) - Thermoplastic	1,500	LF	2.75	4,125.00	0.00	-	1,500.00	4,125.00	1,500.00	4,125.00	100.00%	-	-	
3.11	Solid Traffic Stripe (6" White) - Thermoplastic	65	LF	1.50	97.50	0.00	-	65.00	97.50	65.00	97.50	100.00%	-	-	
3.12	Solid White Arrow - Thermoplastic	1	EA	95.00	95.00	0.00	-	1.00	95.00	1.00	95.00	100.00%	-	-	
3.13	Retro-Reflective Pavement Markers	132	EA	6.50	858.00	0.00	-	132.00	858.00	132.00	858.00	100.00%	-	-	
3.14	Single Post with Signs and Plaques (up to 12 SF total)	3	EA	3,500.00	10,500.00	0.00	-	3.00	10,500.00	3.00	10,500.00	100.00%	-	-	
3.15	Brick Paver Crosswalks and Speed Tables	93	SY	209.25	19,460.00	0.00	-	93.00	19,460.00	93.00	19,460.00	100.00%	-	-	
3.16	Removal of Existing Pavement Markings and Signage	1	LS	35,085.00	35,085.00	0.00	-	1.00	35,085.00	1.00	35,085.00	100.00%	-	-	
3.17	Landscape Removal	1	LS	23,080.00	23,080.00	1.00	23,080.00		-	1.00	23,080.00	100.00%	-	-	
ROADWAY SUBTOTAL						246,225.00	11.00	24,072.00		214,293.00	13,462.00	238,365.00	15.45	7,860.00	-
TOTAL COST						1,967,232.00		1,676,543.00		580,021.00		2,256,564.00		(289,332.00)	-

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	B				C		D		E		G		H	I
						WORK COMPLETED						% COMPLETED	BALANCE TO FINISH	RETAINAGE AMOUNT
						QUANTITY COMPLETED	\$ AMOUNT COMPLETED	QUANTITY COMPLETED	\$ AMOUNT COMPLETED	TOTAL QUANTITY	TOTAL \$ AMOUNT			
Section	Contract Items	Qty	Unit	Unit Price	Total Cost	PREVIOUS	PREVIOUS	THIS	THIS	COMPLETED	COMPLETED			
Item No.	Description	Estimated Quantity	Unit of Measure	Unit Price	Extended Price	PERIOD	PERIOD	PERIOD	PERIOD	TO DATE	TO DATE			
	CONTINGENCY													
1	Replace Cut In 12" x 12" Tees with 12" x 12" Tapping Sleeves and Valves	1	LS	11,532.70	11,532.70	0.50	5,766.35	0.50	5,766.35	1.00	11,532.70	100.00%	-	-
2	F&I (4) Project Signs	1	LS	4,404.55	4,404.55	1.00	4,404.55		-	1.00	4,404.55	100.00%	-	-
3	F&I Casing Pipe	1	LS	6,922.50	6,922.50	1.00	6,922.50		-	1.00	6,922.50	100.00%	-	-
4	F&I Corporation, Relocate Valve Box Outside of The Road	1	LS	10,175.00	10,175.00	1.00	10,175.00		-	1.00	10,175.00	100.00%	-	-
5	F&I Corporation, Relocate Valve Box Outside of The Road - Short	1	LS	13,875.00	13,875.00	1.00	13,875.00		-	1.00	13,875.00	100.00%	-	-
6	Storm Drain Repair	1	LS	15,774.16	15,774.16	1.00	15,774.16		-	1.00	15,774.16	100.00%	-	-
TOTAL CONTINGENCY							56,917.56		5,766.35		62,683.91	31.86%	134,039.29	-
TOTAL COST AND CONTINGENCY							1,733,460.56		585,787.35		2,319,247.91	107.18%	(155,292.71)	-
	Change Order													
8a	4" Line Stops	0	EA	8,358.85	-		-		-	-	-	#DIV/0!	-	-
8b	6" Line Stops	18	EA	8,853.93	159,370.74		-	18.00	159,370.74	18.00	159,370.74	100.00%	-	-
8c	8" Line Stops	0	EA	9,897.89	-		-		-	-	-	#DIV/0!	-	-
8d	12" Line Stops	4	EA	11,932.00	47,728.00		-	4.00	47,728.00	4.00	47,728.00	100.00%	-	-
9	Water Main Repair Coupling	2	EA	7,020.03	14,040.06		-	2.00	14,040.06	2.00	14,040.06	100.00%	-	-
12	Hot Connections	2	EA	11,546.58	23,093.16		-	2.00	23,093.16	2.00	23,093.16	100.00%	-	-
Change Order Total									244,231.96	244,231.96				

TOTAL CONTRACT w/ CO's

TOTAL Contract Overage

2,563,479.87

(399,524.67)

TOTAL Cost Overrun

Additional Costs over Contract

Connection Number	Street	Station	Size	Tie-in Type	Shut Down Date	Line-Stops?
1	2nd	10+79	12x12	Tee	Complete	
2	2nd	12+46	6	Coupling		Maybe
3	2nd	13+72	6	Valve		
4	2nd	14+70	2	Coupling		
5	2nd	16+00	6	90		
6	2nd	16+95	2	Coupling		
7	2nd	18+18	6	90		
8	2nd	19+25	2	Coupling		
9	2nd	19+35	8	90		
10	2nd	19+66	2	Coupling		
11	2nd	20+99	6	90		YES
12	2nd	21+22	6	Coupling		
13	2nd	24+32	2	Coupling		
14	2nd	24+34	6	90		
15	2nd	25+76	6	90		YES
16	2nd	27+58	6	90		
17	2nd	28+95	2	Coupling		
18	2nd	30+22	6	90		
19	2nd	30+28	6	Valve		
20	2nd	31+49	2	Coupling		
21	2nd	34+20	2	Coupling		
22	2nd	36+17	6	90		
23	2nd	37+82	2	Coupling		
24	2nd	37+84	2	Coupling		
25	2nd	39+34	6	90		
26	2nd	40+92	2	Coupling		
27	2nd	42+30	8x8	Tee		
28	2nd	43+41	6	90		
29	2nd	43+42	2	Coupling		
30	2nd	44+70	2	Coupling		
31	2nd	45+01	6	Coupling		
32	2nd	46+32	2	Coupling		
33	2nd	46+33	6	90		YES
34	2nd	47+41	2	Coupling		
35	2nd	47+42	2	Coupling		
36	2nd	47+58	6	90		
37	2nd	49+05	6	90		YES
38	2nd	49+10	2	Coupling		
39	2nd	50+36	2	Coupling		
40	2nd	50+65	6	90		
41	2nd	52+05	6	90		YES
42	2nd	53+00	6	Coupling		
43	2nd	53+17	6	Coupling		
44	2nd	55+19	6	90		YES
45	2nd	55+25	2	Coupling		

Connection Number	Street	Station	Size	Tie-in Type	Shut Down Date	Line-Stops?
46	2nd	56+44	4	Valve		
47	2nd	56+50	2.5	Coupling		
48	2nd	57+02	8	Valve		
49	2nd	57+31	6	90		Maybe
50	2nd	58+92	6	90		YES
51	2nd	58+97	2	Coupling		
52	2nd	60+04	2	Coupling		
53	2nd	60+78	2	Coupling		
54	2nd	60+95	12x12	Tee		YES
55	2nd	64+13	6x6	Tee		YES
56	2nd	67+12	6	90		
57	2nd	68+86	2	Coupling		
58	2nd	68+91	6	90		
59	2nd	70+23	Unk	Coupling		
60	2nd	70+56	6	90		
61	7th	20+34	6	90		
62	7th	21+34	2	Coupling		
63	7th	21+35	8	Valve		
64	7th	32+99	12	Cross		YES
65	1st	10+11	6x6	Tee	Completed	
66	2nd	23+05	4"	90		

Connection Table

Line Item 2.38 38

Line Item 2.39 26

2" Line Stops TBD

4" Line Stops

6" Line Stops 20

8" Line Stops

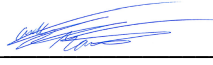
12" Line Stops 4



Calvin, Giordano & Associates, Inc.

A SAFEbuilt COMPANY

Change Order No. 8

Project:	Dania Beach SE 2 nd Avenue and SE 7 th Street Water Main Replacement		
Date of Issuance:	10/5/2021	Effective Date:	10/5/2021
Owner:	City of Dania Beach	Engineer:	Calvin, Giordano & Associates, Inc.
Owner Contract No:	20-006	Engineer Contract No:	10-3311.2
Contractor:	Man-Con, Inc.		
Changes in the Contract Documents:			
Description:	Twenty-two Line-stops of Various Sizes		
Reason for Change Order:	Due to existing valves not being able to fully close to shut down the existing water main for the proposed cross street connections to the new 12-inch water main, line-stops are required to be furnished and installed by the Contractor to temporarily shut down the existing water mains for cutting in new connections. Since the work has not yet been performed, the proposed price of this change order is only an estimate. It shall not be considered a lump sum, and line-stops that are not required shall not be compensated for nor will the time extension be granted. Conversely, any additional line-stops that are required beyond the agreed upon amount of this change order shall require a separate approval prior to performing the work. If required, a deductive change order for contract price and contract time shall be issued after the work is complete. Remaining budget from unused pay items shall fund this additional work. The approval of a 110-calendar day extension of contract time detailed below (5 calendar days per line-stop) shall be non-compensatory. The time extension is granted strictly for the furnishing and installing of the line-stops.		
Attachments:	Detailed cost breakdowns showing costs for each size line-stop.		
Changes in Contract Price#		Changes in Contract Times	
Original Contract Price: \$ <u>1,967,232.00</u>		Original Contract Times: Substantial Completion: <u>1/18/2022 (270 calendar days)</u> Ready for Final Payment: <u>2/17/2022 (300 calendar days)</u> (days or dates)	
Net changes from previous Change Orders: \$ <u>67,580.86</u>		Net changes from previous Change Orders: <u>0 calendar days</u>	
Contract Price prior to this Change Order: \$ <u>2,034,812.86</u>		Contract Times prior to this Change Order: Substantial Completion: <u>1/18/2022 (270 calendar days)</u> Ready for Final Payment: <u>2/17/2022 (300 calendar days)</u> (days or dates)	
Total Proposal Price of this Change Order: \$ <u>207,098.74</u>		Net Increase of this Change Order: <u>110 calendar days</u> (5 calendar days per line-stop)	
Contract Price with all Approved Change Orders: Only approved up to <u>\$2,163,955.20</u> until additional funding is received and City provides written confirmation.		Contract Times with all approved Change Orders: Substantial Completion: <u>5/8/2022 (380 calendar days)</u> Ready for Final Payment: <u>6/7/2022 (410 calendar days)</u> (days or dates)	
Recommended:	Approved:		Accepted:
By: _____ Engineer	By: _____ Owner		By:  Contractor
Date: _____	Date: <u>10/5/2021</u>		Date: <u>10/5/2021</u>

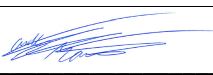


Calvin, Giordano & Associates, Inc.

A SAFEbuilt COMPANY

Change Order No. 9

Project:	Dania Beach SE 2 nd Avenue and SE 7 th Street Water Main Replacement		
Date of Issuance:	10/5/2021	Effective Date:	10/5/2021
Owner:	City of Dania Beach	Engineer:	Calvin, Giordano & Associates, Inc.
Owner Contract No:	20-006	Engineer Contract No:	10-3311.2
Contractor:	Man-Con, Inc.		
Changes in the Contract Documents:			
Description:	Water main point repair using repair coupling.		
Reason for Change Order:	This proposal is for the installation of a repair clamp to be installed as a point repair for any location where a "Dry" connection was to be provided by the City utilizing complete valve shutdowns to isolate the connection point but was unable to do so, and the conditions in the field did not allow for a safe "Hot" connection to be performed. The repair clamp will allow the existing water main to remain in service until a line-stop installation can be scheduled for the cut-in connection to the new water main. Since the work has not yet been performed, the proposed price of this change order is only an estimate. It shall not be considered a lump sum, and repair clamps that are not required shall not be compensated for. Remaining budget from unused pay items shall fund this additional work.		
Attachments:	Detailed cost breakdown.		
Changes in Contract Price#		Changes in Contract Times	
Original Contract Price: \$ <u>1,967,232.00</u>		Original Contract Times: Substantial Completion: <u>1/18/2022 (270 calendar days)</u> Ready for Final Payment: <u>2/17/2022 (300 calendar days)</u> (days or dates)	
Net changes from previous Change Orders: \$ <u>274,679.60</u> (only approved up to \$2,163,955.20)		Net changes from previous Change Orders: <u>110</u> days	
Contract Price prior to this Change Order: \$ <u>2,163,955.20</u>		Contract Times prior to this Change Order: Substantial Completion: <u>5/8/2022 (380 calendar days)</u> Ready for Final Payment: <u>6/7/2022 (410 calendar days)</u> (days or dates)	
Total Proposal Price of this Change Order: \$ <u>7,020.03</u> (<i>per occurrence</i> ; see attached)		Net Increase of this Change Order: <u>0</u> days	
Contract Price with all Approved Change Orders: \$ <u>2,163,955.20</u> (only approved up to this amount until additional funding is received, and City provides written confirmation)		Contract Times with all approved Change Orders: Substantial Completion: <u>5/8/2022 (380 calendar days)</u> Ready for Final Payment: <u>6/7/2022 (410 calendar days)</u> (days or dates)	

Recommended:	Approved:	Accepted:
By: _____ Engineer	By: _____ Owner	By:  Contractor
Date: _____	Date: <u>10/5/2021</u>	Date: <u>10/5/2021</u>

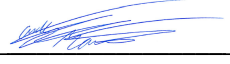


Calvin, Giordano & Associates, Inc.

A SAFEbuilt COMPANY

Change Order No. 10

Project:	Dania Beach SE 2 nd Avenue and SE 7 th Street Water Main Replacement		
Date of Issuance:	10/5/2021	Effective Date:	10/5/2021
Owner:	City of Dania Beach	Engineer:	Calvin, Giordano & Associates, Inc.
Owner Contract No:	20-006	Engineer Contract No:	10-3311.2
Contractor:	Man-Con, Inc.		
Changes in the Contract Documents:			
Description:	Hot connection to live water main.		
Reason for Change Order:	The purpose is to address the additional costs and labor requirements to perform a "Hot" connection to a live 6" or 8" diameter water main which are currently under pressure and are unable to be shut down by the City using the existing valves. This pricing is a per occurrence cost and to use at the sole discretion of the Contractor and will be billed concurrently with any applicable Contract line items for the connection to the existing water main system. The Contractor will utilize all good faith efforts to perform any hot connection where needed, provided the conditions allow for such a connection to be made safely. Since the work has not yet been performed, the proposed price of this change order is only an estimate. It shall not be considered a lump sum and shall be subject to change based on number of occurrences. Remaining budget from unused pay items shall fund this additional work.		
Attachments:	Detailed cost breakdown.		
Changes in Contract Price#		Changes in Contract Times	
Original Contract Price: \$ <u>1,967,232.00</u>		Original Contract Times: Substantial Completion: <u>1/18/2022 (270 calendar days)</u> Ready for Final Payment: <u>2/17/2022 (300 calendar days)</u> (days or dates)	
Net changes from previous Change Orders: \$ <u>274,679.60 plus \$7,020.03 per repair clamp installation</u> (only approved up to \$2,163,955.20)		Net changes from previous Change Orders: <u>110</u> days	
Contract Price prior to this Change Order: \$ <u>2,163,955.20</u>		Contract Times prior to this Change Order: Substantial Completion: <u>5/8/2022 (380 calendar days)</u> Ready for Final Payment: <u>6/7/2022 (410 calendar days)</u> (days or dates)	
Total Proposal Price of this Change Order: \$ <u>11,546.58 (per occurrence; see attached)</u>		Net Increase of this Change Order: <u>0</u> days	
Contract Price with all Approved Change Orders: \$ <u>2,163,955.20</u> (only approved up to this amount until additional funding is received, and City provides written confirmation)		Contract Times with all approved Change Orders: Substantial Completion: <u>5/8/2022 (380 calendar days)</u> Ready for Final Payment: <u>6/7/2022 (410 calendar days)</u> (days or dates)	

Recommended:	Approved:	Accepted:
By: _____ Engineer	By: _____ Owner	By:  Contractor
Date: _____	Date: <u>10/5/2021</u>	Date: <u>10/5/2021</u>

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Consent Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)

TO APPROVE AND ADOPT A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A 47th YEAR COMMUNITY DEVELOPMENT BLOCK GRANT (“CDBG”) AGREEMENT BETWEEN THE CITY OF DANIA BEACH AND THE BROWARD COUNTY HOUSING FINANCE AND COMMUNITY REDEVELOPMENT DIVISION FOR THE DIVISION TO PROVIDE AND ADMINISTER A GRANT IN THE AMOUNT OF THREE HUNDRED NINETY-SIX THOUSAND FOUR HUNDRED NINETY-ONE DOLLARS (\$396,491.00), AND TO AUTHORIZE THE CITY PUBLIC SERVICES DEPARTMENT TO PROCEED WITH THE BID ADVERTISEMENT FOR THE CITYWIDE STREET LIGHTING IMPROVEMENT PROJECT; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

Purchasing Requests ONLY

Dept:	Acct #:	Amt:
Fund:		

Fiscal Impact/Cost Summary

Exhibits Attached

C-MEMO-CDBG-Y47- SLIGHTS-AUTHTOBID-110921, R-2021- BC CDBG 47th Year Agreement and Authorization to Bid for Citywide Street Lighting Improvement Project, R-2021- BC CDBG 47th Year Agreement and Authorization to Bid for Citywide Street Lighting Improvement Project Exhibit A



CITY OF DANIA BEACH PUBLIC SERVICES DEPARTMENT

MEMORANDUM

DATE: November 9, 2021

TO: Honorable Mayor and Commissioners

VIA: Ana M. Garcia, ICMA- CM, City Manager
Candido Sosa-Cruz, Deputy City Manager

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

RE: APPROVAL OF A RESOLUTION TO ENTER INTO AN AGREEMENT WITH BROWARD COUNTY HOUSING FINANCE AND COMMUNITY REDEVELOPMENT DIVISION FOR RECEIVING FUNDS FOR THE 47TH YEAR COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM FOR CITYWIDE STREET LIGHTING IMPROVEMENT PROGRAM

Request

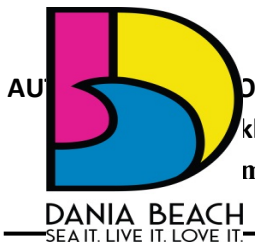
The Public Services Department (PSD) requests the adoption of the attached resolution authorizing the bidding process for the Community Development Block Grant (CDBG) Year 47 Solar Streetlight Project (Project).

Background

On November 10, 2020, the City Commission adopted and approved the Project via Resolution No. 2020-141. The implementation of this plan includes the use of CDBG funds for solar streetlights in eligible neighborhoods. The City Commission approved Resolution No. 2020-039 on April 28, 2020, authorizing the City Administration to submit a Year 46 CDBG application for solar streetlights. The City Commission also approved Resolution No. 2021-041 on March 23, 2021, authorizing the City Administration to submit a Year 47 CDBG application for solar streetlights.

The street light locations are in CDBG eligible areas and correspond to locations identified in the Citywide Street Lighting Plan adopted by the City Commission in 2020.

The Broward County Housing Finance and Community Redevelopment Division (Division) did not provide a contract due to the administrative backlog caused by COVID-19 related delays. The Division decided to combine unused funding for the 44th Year with full funding for the 46th Year, and group with full funding for the 47th Year, resulting in a revised (combined) total for 47th Year allocation in the amount of \$396,491.



APPROVAL OF A RESOLUTION TO ENTER INTO AN AGREEMENT WITH BROWARD COUNTY HOUSING FINANCE AND COMMUNITY REDEVELOPMENT DIVISION FOR RECEIVING FUNDS FOR THE 47TH YEAR COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM FOR CITYWIDE STREET LIGHTING IMPROVEMENT PROGRAM

page 2 of 2

Budgetary Impact

The funding for the CDBG Year 47 Solar Streetlights Project in the amount of \$396,491 will be provided via a grant from the United States Department of Housing and Urban Development and deposited into City Account CDBG 46th and 47th Account No. 103-39-66-541-63-10

Recommendation

The Public Services Department recommends the City Commission adopt a resolution authorizing the receipt of CDBG funds and proceed with the bidding process for CDBG Year 47 Citywide Street Lighting Improvement Project.

RESOLUTION NO. 2021-168

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A 47th YEAR COMMUNITY DEVELOPMENT BLOCK GRANT (“CDBG”) AGREEMENT BETWEEN THE CITY OF DANIA BEACH AND THE BROWARD COUNTY HOUSING FINANCE AND COMMUNITY REDEVELOPMENT DIVISION FOR THE DIVISION TO PROVIDE AND ADMINISTER A GRANT IN THE AMOUNT OF THREE HUNDRED NINETY-SIX THOUSAND FOUR HUNDRED NINETY-ONE DOLLARS (\$396,491.00), AND TO AUTHORIZE THE CITY PUBLIC SERVICES DEPARTMENT TO PROCEED WITH THE BID ADVERTISEMENT FOR THE CITYWIDE STREET LIGHTING IMPROVEMENT PROJECT; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on April 28, 2020 the City Commission approved Resolution 2020-039 authorizing the City of Dania Beach (City) to submit the 46th Year CDBG application for the Citywide Street Lighting Improvement Project; and

WHEREAS, on March 23, 2021, the City Commission approved Resolution 2021-041 authorizing the City to submit the 47th Year CDBG application for the Citywide Street Lighting Improvement Project; and

WHEREAS, the Broward County Housing Finance and Community Redevelopment Division did not provide the contract due to the administrative backlog caused by COVID-19 related delays, and instead decided to combine unused funding for the 44th Year in the amount of Thirty-Two Thousand Five Hundred Fifty-Six Dollars (\$32,556.00), the full funding for the 46th Year in the amount of One Hundred Seventy-Nine Thousand Three Hundred Nineteen Dollars (\$179,319.00), and the full funding amount for the 47th Year in the amount of One Hundred Eighty-Four Thousand Six Hundred Sixteen Dollars (\$184,616.00), for a combined revised total amount of Three Hundred Ninety-Six Thousand Four Hundred Ninety-One Dollars (\$396,491.00) for the 47th Year; and

WHEREAS, the City Administration supports the Citywide Street Lighting Improvement Project and desires to receive CDBG funding from the Division as described in the Agreement attached as “Exhibit A”, and the Agreement is made a part of and is incorporated into this Resolution by this reference; and

WHEREAS, the City Administration recommends that the City Commission authorize staff to proceed with the bidding process for Year 47 CDBG Solar Streetlight Project;

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

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

Section 2. That the proper City officials are authorized to accept and execute a Community Development Block Grant Agreement on behalf of the City of Dania Beach, Florida with the Housing Finance and Community Redevelopment Division of Broward County in the amount of Three Hundred Ninety-Six Thousand Four Hundred Ninety-One Dollars (\$396,491.00), to provide funding for the Citywide Street Lighting Improvement Project.

Section 3. That the City Manager and City Attorney are authorized to make minor revisions to the Agreement which are deemed necessary and proper and in the best interest of the City.

Section 4. That funding will be appropriated within the Grant Fund.

Section 5. That the City Commission authorizes staff to proceed with the Citywide Street Lighting Improvement Project competitive bidding.

Section 6. That all resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 7. That this Resolution shall be in force and take effect immediately upon its passage and adoption.

PASSED AND ADOPTED on November 9, 2021.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY



**AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF DANIA BEACH FOR
FUNDING AND ADMINISTRATION OF 47TH YEAR COMMUNITY DEVELOPMENT
BLOCK GRANT PROGRAMS FOR SOLAR LIGHTING IN ELIGIBLE AREAS
(CFDA # 14.218 / FAIN # B-21-UC-12-0001)**

This Agreement ("Agreement") is made and entered by and between Broward County, a political subdivision of the State of Florida ("County"), and City of Dania Beach, a municipal corporation of the State of Florida ("City") (collectively referred to as the "Parties").

RECITALS

A. County is a recipient of Community Development Block Grant ("CDBG") funds from the United States Department of Housing and Urban Development ("HUD").

B. On _____ (Agenda Item No. ____), the Broward County Board of County Commissioners authorized CDBG funding to City to fund Solar Lighting in Eligible Areas in City, under the terms more specifically described herein.

C. Pursuant to 24 C.F.R. Part 570.302, the Project (as defined herein) was included in County's consolidated plan for community planning and development programs submitted to HUD in accordance with 24 C.F.R. Part 91.

D. The federal award information required by 2 C.F.R. Part 200.332(a) is set forth in Exhibit A to this Agreement.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1. DEFINITIONS

1.1 **Board** means the Board of County Commissioners of Broward County, Florida.

1.2 **CDBG Funds** means the CDBG Program (as defined herein) funds provided to City under this Agreement, as set forth in Exhibit B to this Agreement.

1.3 **CDBG Program** means the Community Development Block Grant Program awarded by HUD to County, authorized pursuant to Title I of the Housing and Community Development Act of 1974, Public Law 93-383, amended, and codified at 42 U.S.C. 5301 et seq.

1.4 **Contract Administrator** means the Director of the Housing Finance and Community Redevelopment Division, or such other person designated by same in writing.

1.5 **County Administrator** means the administrative head of County appointed by the Board.

1.6 **County Attorney** means the chief legal counsel for County appointed by the Board.

1.7 **HUD** means the United States Department of Housing and Urban Development.

1.8 **Project** means the project provided and implemented by City, as described in Exhibit A to this Agreement.

1.9 **Rules and Regulations of HUD** means the rules and regulations of HUD, including but not limited to 24 C.F.R. Part 570, "Community Development Block Grant Regulations," 24 C.F.R. Part 91, "Consolidated Submissions for Community Planning and Development Programs," the applicable provisions under 2 C.F.R. Part 200, "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards," and any Executive Orders issued by the federal government or any final rule changes set forth in the Federal Register impacting the CDBG Program, as amended from time to time, and which are incorporated herein by reference.

1.10 **Subcontractor** means an entity or individual providing services to City for all or any portion of the Project. The term "Subcontractor" shall include all subconsultants.

ARTICLE 2. EXHIBITS

The following exhibits are attached hereto and incorporated into this Agreement:

Exhibit A	Project Description
Exhibit B	Budget
Exhibit C	Project Timeline
Exhibit D	Monthly Progress Report
Exhibit E	Request for Payment

ARTICLE 3. PROJECT

3.1 City shall provide and implement Solar Lighting in Eligible Areas in City as outlined in Exhibit A attached hereto.

3.2 All activities funded with CDBG Funds must meet one of the CDBG Program's national objectives, as set forth in 24 C.F.R. Part 570.208: (1) Activities benefiting low- and moderate-income persons; (2) Activities which aid in the prevention or elimination of slums or blight; or (3) Activities designed to meet community development needs having a particular urgency. City certifies that the Project meets the criteria for Activities to Address Slums or Blight on an Area Basis, 24 C.F.R. Part 570.208(b)(1), and covenants that the Project will at all times (i) meet one of the CDBG Program's national

objectives under 24 C.F.R. Part 570.208 and (ii) be an eligible activity under 24 C.F.R. Parts 570.201 through 207.

3.3 City must comply with the Project Timeline set forth in Exhibit C. If City fails to meet any of the deadlines set forth in Exhibit C by forty-five (45) days or more, County may terminate this Agreement in accordance with Article 11 of this Agreement and/or may reallocate the remaining unexpended CDBG Funds under this Agreement in accordance with Section 4.10 of this Agreement. Time is of the essence in performing the duties, obligations, and responsibilities required by this Agreement.

3.4 Monitoring and Reporting. County will carry out periodic monitoring and evaluation activities as determined necessary in County's discretion, and as required by applicable law. County has the right to conduct a full review of the Project at any time. County's evaluation of the Project will include, but not be limited to, compliance with the terms of this Agreement, and comparisons of planned versus actual progress relating to the Project's scheduling, budget, in-kind contributions, and output measures.

3.4.1 Upon County's request, City shall promptly furnish to County such records and information requested by County related to the Project.

3.4.2 City shall meet with County at reasonable times and with reasonable notice to discuss the Project.

3.4.3 City shall provide County with monthly progress reports in substantially the form provided in Exhibit D, attached hereto or such other form as may be provided to City by County, in County's discretion ("Monthly Progress Reports"). The Monthly Progress Reports for each month must be submitted to County no later than the tenth (10th) calendar day of the following month, provided that, if such date is a Saturday, Sunday, or holiday, the Monthly Progress Report may be submitted on the business day immediately following such Saturday, Sunday, or holiday.

3.4.4 In addition to the Monthly Progress Reports, City shall submit on a quarterly basis, and at other times upon the request of the Contract Administrator, information and status reports required by County or HUD on forms approved by the Contract Administrator.

3.5 If the work, services, or activities fail to comply with the terms of this Agreement, or if, in County's judgment, City, or any Subcontractor, has violated federal guidelines and regulations, or the terms of this Agreement, County may issue a written stop order to City pursuant to which City must halt all work, services, or activities for the Project.

3.6 In the event City uses a Subcontractor to perform any design or construction activities for the Project, City shall comply with the following requirements:

- 3.6.1 City shall provide the Contract Administrator with a copy of all agreements and correspondence between City and the Subcontractor, and any correspondence related thereto, prior to the execution of any agreement between City and the Subcontractor.
- 3.6.2 City's contract for design professional services must include, at a minimum, any civil, structural, mechanical, and electrical engineering, and architectural services, as may be required and applicable for the Project, including all necessary, incidental, and related activities and services required by the Project's scope, and contemplated in the Subcontractor's scope of services. City's contracts for design professional services must require the Subcontractor to comply with the following requirements:
- a. Schematic Design. The Subcontractor must prepare and submit for approval by City schematic design documents consisting of drawings and other documents illustrating the scale and relationship of Project components ("Schematic Design Documents"). City must provide the Contract Administrator with a copy of the approved Schematic Design Documents. Additionally, the Subcontractor shall submit to City a written statement of probable construction cost based on current area, volume, or other unit costs. The Subcontractor must comply with all applicable codes, ordinances, rules, regulations, and requirements of governmental authorities applicable to the Project
 - b. Design Development. The Subcontractor shall prepare and submit for approval by City, design development documents consisting of drawings and other documents describing the size and character of the entire Project including, as applicable, architectural, structural, mechanical, electrical, material specifications, and such other essential elements as may be appropriate ("Design Development Documents"). City shall provide the Contract Administrator with a copy of the approved Design Development Documents. The Subcontractor shall consider the availability of materials, equipment, and labor, construction sequencing and scheduling, economic analysis of construction and operations, user safety, maintenance requirements, and energy conservation.

The Design Development Documents must include, at a minimum, the following, if applicable:

- 1. Expansion of the architectural, structural, mechanical, and electrical Schematic Design Documents to establish the final scope, relationships, forms, size, and appearance of the

Project through appropriate plans, sections, elevations, and typical construction details; three-dimensional sketches; basic materials and finishes; equipment and furniture layouts and space requirements; basic structural system and dimensions; energy conservation measures; outline specifications; basic selection of mechanical and electrical equipment and their capabilities;

2. Development scheduling services, including but not limited to reviewing and updating previously established schedules; and
3. Written statement of probable construction cost, including but not limited to updating and refining the schematic design phase statement of probable construction cost.

- c. Contract Documents. The Subcontractor shall prepare from the approved Design Development Documents the working drawings and specifications, setting forth in detail the work to be done, materials, quality of work, finishes, and equipment required for the architectural, structural, mechanical, and electrical work, and the necessary bidding information (collectively referred to as the "Contract Documents"). The Subcontractor shall, in the preparation of the drawings and specifications for construction, take into account all prevailing codes and regulations governing construction in Broward County, and update and revise the probable construction costs, as necessary. The Contract Documents shall be sufficiently complete and include enough detail to allow issuance of a building permit and obtain responsive bids. City shall provide a copy of the final Contract Documents to the Contract Administrator promptly after the Contract Documents are fully executed.

- 3.6.3 City's contract for any construction activities shall include, but is not limited to, labor, materials, equipment, and other services necessary to perform all of the work described in the Contract Documents for the construction of the Project in accordance with all requirements and provisions of applicable federal, state, and local law, including applicable building codes. The Project also includes all Project site preparations, including but not limited to preinspection, examination, tests and borings, and discovery of the site conditions and other similar activities.

- 3.6.4 All plan and specifications prepared or to be used for the Project shall be certified and approved by City and submitted to County for approval as to scope prior to advertisement or implementation, as applicable.

3.7 At the conclusion of each design phase provided for in Section 3.6.2, City shall provide the associated deliverable and shall submit an invoice for payment utilizing the form provided in Exhibit E.

3.8 City must furnish to County a schedule of construction activities indicating the dates for the commencement and completion of the various stages of construction ("Construction Schedule"). City shall comply with the Construction Schedule and shall update the Construction Schedule at least monthly, and when required based on the progress of the Project. City shall not make any changes or modifications to the Construction Schedule furnished to County without County's prior approval.

3.9 City shall submit written notification to County of all prebid and preconstruction meetings at least two (2) weeks before the actual date of the meetings. County shall have the right to review the final bid package for the Project.

3.10 All change orders related to the Contract Documents or the construction activities are subject to prior written approval from the Contract Administrator.

3.11 ☒ **(Check if applicable)** At the completion of the Project, "as-built" drawings must be submitted to the Contract Administrator prior to County's approval of the final reimbursement payment to City under this Agreement.

3.12 If City is unable to complete the Project because of delays resulting from untimely review by County or other governmental authorities having jurisdiction over the Project, and such delays are through no fault of City, County shall grant a reasonable extension of time for completion of the Project, provided that any amendment documenting such extension must not include any increase in total CDBG Funds for the Project. It shall be City's responsibility to notify County promptly in writing whenever City is anticipating or experiencing a delay in approval by a governmental agency, and to furnish County with all facts, details, and related documentation in connection to the delay.

3.13 No extension of time shall be granted for delays resulting from normal weather conditions prevailing in the area as defined by the average of the last ten (10) years of weather data recorded in the Fort Lauderdale-Hollywood International Airport Weather Station.

3.14 City shall notify County at least forty-eight (48) hours in advance of the date that work on the Project will be initiated in order to allow for on-site inspections to be conducted by County.

3.15 City shall meet or exceed the standards described in Exhibit A, and all applicable codes, ordinances, statutes, and any other regulations imposed by any regulatory body or authority governing the design, permitting, construction, and approval of the Project.

ARTICLE 4. FUNDING AND METHOD OF PAYMENT AND PROVISIONS RELATING TO THE USE OF THE FUNDS

4.1 The maximum amount payable to City under this Agreement shall be Three Hundred Ninety-six Thousand Four Hundred Ninety-one Dollars (\$396,491). This Agreement is subject to the availability of CDBG Funds, as more specifically described in Articles 4 and 11. No County funds shall be payable under this Agreement.

4.2 If City is in compliance with the applicable Rules and Regulations of HUD and the terms of this Agreement, including the procedures for invoices and payments set forth in this article, County shall reimburse City for eligible Project expenses expended as set forth in Exhibit B, unless a suspension of payment as provided for in Section 4.9 of this Agreement has occurred. At no time shall County distribute CDBG Funds to City if City is not in compliance with the terms of this Agreement or for any Project expenses sought to be reimbursed by City that are not eligible for reimbursement under the Rules and Regulations of HUD.

4.3 City shall invoice County monthly, if eligible Project expenditures, in accordance with Exhibit B, have been made, by furnishing to County a request for payment in the form provided in Exhibit E, together with the following supporting documentation:

- 4.3.1 Documentation of costs associated with any City personnel providing any services for the Project, if applicable;
- 4.3.2 An executed copy of each Subcontractor contract authorizing work, services, or activities to be performed for the Project, if applicable and not previously submitted to County;
- 4.3.3 Documentation of any leveraging, as may be described in Exhibit B, that has occurred during each month;
- 4.3.4 A certified copy of the purchase order or other City document authorizing the work, services, activities, or materials for which City is invoicing;
- 4.3.5 A copy of all Subcontractor invoices for the Project indicating the work, services, or activities rendered or materials purchased and the dates for same, certified by City's engineer, architect, or administrator or manager of the Project, as applicable;

- 4.3.6 A certification from City's administrator or the administrator's authorized representative certifying that the work, services, or activities, or materials being invoiced have been received or completed;
- 4.3.7 Upon submittal of the final invoice for reimbursement of eligible Project expenditures made during the term of this Agreement, a final and complete Monthly Progress Report, utilizing the form provided in Exhibit D or such other form as may be provided to City by County, in County's discretion; and
- 4.3.8 For reimbursement of any retainage paid by City, City must provide the following additional documentation:
 - (a) Evidence, satisfactory to County, of completion of all Project work and objectives;
 - (b) Copies of executed release forms from all Subcontractors;
 - (c) Final documentation, including applicable payroll documents, required under the Davis-Bacon Act (40 U.S.C. 276a-276a-7) and Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u, and the implementing regulations at 24 C.F.R. Part 135, as applicable);
 - (d) Copies of final certified plans and "as-built" drawings, if required under Section 3.11 of this Agreement;
 - (e) Copies of final permits for the Project and evidence that all permits for the Project have been closed;
 - (f) Final request for payment, in the form provided in Exhibit E, requesting reimbursement of the released retainage amount; and
 - (g) Any other documentation reasonably required by County in connection with reimbursement of the released retainage amount.

4.4 Following receipt of invoices and supporting documentation, as described in Section 4.3, County shall review the invoices and supporting documentation to determine whether the items invoiced have been received or completed and that the invoiced items are proper for payment. County may, in its discretion, deny a reimbursement payment to City if City fails to provide any of the documentation required by Section 4.3 above. Upon determination by County that the items invoiced have been received or completed, County shall make payment to City the amount County determines to be payable. Payment for travel costs or

travel-related expenses permitted under Exhibit B to this Agreement, if any, shall be made in accordance with Section 112.061, Florida Statutes.

4.5 City shall disclose to County any and all third-party funding, whether public or private, for the Project. No CDBG Funds shall be used to supplant existing third-party funding.

4.6 City shall not be entitled to reimbursement for any invoices received by County later than sixty (60) days after the expiration or earlier termination of this Agreement.

4.7 County shall pay City within thirty (30) calendar days after receipt of City's Request for Payment for reimbursement of eligible Project expenses in accordance with County's Prompt Payment Ordinance, Section 1-51.6, Broward County Code of Ordinances. To be deemed proper, all invoices must comply with the requirements set forth in this Agreement, including the requirements of Section 4.3. Payment may be withheld for failure of City to comply with any term, condition, or requirement of this Agreement or the Rules and Regulations of HUD.

4.8 City shall expend the CDBG Funds allocated to the Project by the end of the term of this Agreement. All CDBG Funds not expended within the term of this Agreement shall remain in the custody and control of County.

4.9 County may suspend payment under this Agreement for any of the following events:

4.9.1 Ineligible use of CDBG Funds under this Agreement or the Rules and Regulations of HUD;

4.9.2 Failure to comply with the terms of this Agreement;

4.9.3 Failure to submit reports as required, including Monthly Progress Reports, including beneficiary data, and a favorable audit report;

4.9.4 Submission of incorrect or incomplete reports in any material respect; and

4.9.5 Failure to comply with the indemnification obligations under this Agreement.

In the event County elects to suspend payment to City pursuant to this section, County shall specify the actions that must be taken by City as a condition precedent to resumption of payments, and specify a reasonable date by which City must take such actions.

4.10 At the sole discretion of the Contract Administrator, unexpended CDBG Funds not provided to or reimbursed to City under the terms of this Agreement, including, but not limited to funds unexpended due to a failure to meet the deadlines in accordance with Section 3.3 or failure to comply with any other terms of this Agreement, may be reallocated by County to other CDBG Program projects approved for funding by the Board.

4.11 Any CDBG Funds paid to City in excess of the amount to which City is finally determined to be entitled to under this Agreement shall be repaid to County within a reasonable period after demand, and if not paid, County may make an administrative offset against other requests by City for reimbursements.

4.12 City shall invoice all Subcontractor fees, whether paid on a "lump sum" or other basis, with no markup. All Subcontractor fees shall be billed in the actual amount paid by City.

4.13 Notwithstanding any provision in this Agreement to the contrary, County shall not be required to reimburse City any CDBG Funds under this Agreement if County is not able to obtain such funding from HUD for the payment of these costs, and County may withhold, in whole or in part, payment to City to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the Contract Administrator, or due to City's failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by County.

4.14 Notwithstanding any provision in this Agreement to the contrary, in the event County is required to repay HUD any CDBG Program funding received from HUD for the Project, pursuant to any repayment requirements set forth in 24 C.F.R. Part 570, or any other applicable Rules and Regulations of HUD, City must repay County such CDBG Funds in accordance with the repayment provisions set forth in Section 9.5 of this Agreement.

ARTICLE 5. INDEMNIFICATION

5.1 To the extent permitted by law, and without either party waiving its sovereign immunity or any limits established by Section 768.28, Florida Statutes, City shall indemnify, hold harmless, and defend County and all of County's officers, agents, servants, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement, and caused or alleged to be caused, in whole or in part, by any intentional, reckless, or negligent act or omission of City, its officers, employees, agents, or servants, arising from, relating to, or in connection with this Agreement (collectively, a

“Claim”). In the event any Claim is brought against an Indemnified Party, City shall, upon written notice from County, defend each Indemnified Party against each such Claim by counsel satisfactory to County or, at County’s option, pay for an attorney selected by the County Attorney to defend the Indemnified Party. To the extent considered necessary by the Contract Administrator and the County Attorney, any sums due City under this Agreement may be retained by County until all Claims subject to this indemnification obligation have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by County. Nothing herein shall be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement or any other contract. The obligations of this section shall survive the expiration or earlier termination of this Agreement.

5.2 For construction-related activities. To the extent permitted by law, and without either party waiving its sovereign immunity or any limits established by Section 768.28, Florida Statutes, City shall indemnify and hold harmless County, its officers, and employees from liabilities, damages, losses, and costs, including but not limited to reasonable attorneys’ fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of City and persons employed or utilized by City in the performance of this Agreement. To the extent considered necessary by Contract Administrator and County Attorney, any sums due City under this Agreement may be retained by County until all of County’s claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by County. These indemnifications shall survive the term of this Agreement.

ARTICLE 6. INSURANCE

6.1 City is a governmental entity and is fully responsible for the acts and omissions of its agents or employees, subject to any applicable limitations of Section 768.28, Florida Statutes.

6.2 Upon request by County, City must provide County with written verification of liability protection that meets or exceeds any requirements of Florida law. If City holds any excess liability coverage, City must ensure that Broward County is named as an additional insured and certificate holder under such excess liability policy and provide evidence of same to County.

6.3 If City maintains broader coverage or higher limits than the minimum coverage required under Florida law, County shall be entitled to such broader coverage and higher limits on a primary and noncontributory basis. County’s insurance requirements shall apply to City’s self-insurance.

6.4 In the event City contracts with a Subcontractor to provide any of the services for the Project, City shall require that each Subcontractor procure and maintain insurance

coverage that adequately covers each Subcontractor's exposure based on the services provided by that Subcontractor. City must ensure that all such Subcontractors name "Broward County" as an additional insured and certificate holder under the applicable insurance policies. City shall not permit any Subcontractor to provide services for the Project until the insurance requirements of the Subcontractor under this section are met. If requested by County, City shall furnish evidence of insurance of all such Subcontractors.

6.5 County reserves the right, but not the responsibility, to periodically review any and all insurance policies and to reasonably adjust the limits and/or types of coverage required herein, from time to time throughout the term of this Agreement.

ARTICLE 7. REPRESENTATIONS AND WARRANTIES

7.1 City certifies, to the best of its knowledge, that:

7.1.1 No federal appropriated funds have been paid or will be paid, by or on behalf of City, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

7.1.2 If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Agreement, City shall complete and submit to County Standard Form - LLL, "Disclosure Form to Report Lobbying," set forth in Appendix B to 24 C.F.R. Part 87, in accordance with its instructions.

7.1.3 The language of this section shall be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all subgrantees shall be required to certify and disclose accordingly.

7.2 In accordance with Section 519 of the Department of Veterans Affairs and Housing and Urban Development, and Independent Agencies Appropriations Act, 1990 (Public Law 101-144) and Section 906 of the Cranston-Gonzalez National Affordable Housing Act (Public Law 101-625), which amended Title I of the Housing and Community Development Act of 1974, City represents and warranties that it has

adopted and is enforcing policies within its jurisdiction that:

7.2.1 Prohibit the use of excessive force by law enforcement agencies against any individuals engaged in nonviolent civil rights demonstrations; and

7.2.2 Enforce applicable State and local laws that prohibit any action that physically bars an entrance to or exit from, a facility or location where a nonviolent civil rights demonstration is being conducted.

7.3 Verification of Employment Eligibility. City represents that City and each Subcontractor have registered with and use the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this Agreement will not violate that statute. If City violates this section, County may immediately terminate this Agreement for cause and City shall be liable for all costs incurred by County due to the termination.

7.4 Prohibited Telecommunications Equipment. City represents and certifies that it and its Subcontractors do not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26. City represents and certifies that City and its Subcontractors shall not provide or use such covered telecommunications equipment, system, or services during the term of this Agreement.

7.5 Representation of Authority. City represents and warrants that this Agreement constitutes the legal, valid, binding, and enforceable obligation of City, and that neither the execution nor performance of this Agreement constitutes a breach of any agreement that City has with any third party, or violates any law, rule, regulation, or duty arising in law or equity applicable to City. City further represents and warrants that execution of this Agreement is within City's legal powers, and each individual executing this Agreement on behalf of City is duly authorized by all necessary and appropriate action to do so on behalf of City and does so with full legal authority.

7.6 Breach of Representations. In entering into this Agreement, City acknowledges that County is materially relying on the representations and warranties of City stated in this article. County shall be entitled to recover any damages it incurs to the extent any such representation or warranty is untrue. In addition, if any such representation or warranty is false, County shall have the right, at its sole discretion, to terminate this Agreement without any further liability to City, to deduct from CDBG Funds due to City under this Agreement the full amount of any value paid in violation of a representation or warranty, or to recover all CDBG Funds paid to City under this Agreement.

ARTICLE 8. GENERAL COMPLIANCE OBLIGATIONS

8.1 City shall comply with all applicable federal, state, and county laws, ordinances, codes, and regulations relating to the use of CDBG Funds, including but not limited to the general policies set forth in 24 C.F.R. Part 570.200 and all other Rules and Regulations of HUD. Any conflict or inconsistency between any federal, state, or county regulations and this Agreement shall be resolved in favor of the more restrictive regulations.

8.2 City shall comply with 2 C.F.R. 570.611 regarding conflicts of interest and shall establish safeguards to prohibit its employees or Subcontractors from using their positions for a purpose that is, or gives the appearance of being, motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other association. Any possible conflict of interest on the part of City, its officers, employees, or agents shall be disclosed in writing to County.

8.3 City shall use its own procurement procedures for the procurements of property and services. City's procurement procedure shall comply with applicable federal, state, and local laws and regulations, including but not limited to 24 C.F.R. Parts 570.502 and 570.610, and the procurement standards set forth in 2 C.F.R. Part 200, Subpart D, including but not limited to 2 C.F.R. Part 200.321. All contracts with Subcontractors for the Project shall contain any and all applicable required contract provisions set forth in 2 C.F.R. Appendix II to Part 200.

8.4 City shall comply with the requirements set forth in County's "Procedures Manual for Subrecipients," as may be amended from time to time, and incorporated herein by reference. County will provide City with a copy of the manual and any amendments thereto.

8.5 City shall not use CDBG Funds to support or engage in any explicitly religious activities, including but not limited to worship, religious instruction, or proselytization, in compliance with 24 C.F.R. Part 570.200(j) and 24 C.F.R. Part 5.109.

8.6 City shall not use CDBG Funds to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as candidate forums, voter transportation, or voter registration, in compliance with 24 C.F.R. Part 570.207.

8.7 City shall not take actions designed to discourage affordable housing for sale or rent within the boundaries of County.

8.8 City shall comply with the requirements set forth in 24 C.F.R. Part 570, Subpart K, Other Program Requirements, and 24 C.F.R. Part 5, Subpart A, as applicable to the Project including but not limited to the following:

- 8.8.1 Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and implementing regulations at 24 C.F.R. Part 1, which prohibit discrimination of persons on the basis of race, color, or national origin, including but not limited to exclusion from participation in, being denied the benefits of, or being otherwise subjected to discrimination under any program or activity for which City receives federal financial assistance.
- 8.8.2 Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended by the Fair Housing Amendments Act of 1988 (42 U.S.C. 3601 et seq.), and implementing regulations at 24 C.F.R. Part 100 et seq., which prohibit discrimination of persons on the basis of race, color, religion, sex, and national origin in housing practices, and which require that no action be taken that is materially inconsistent with the obligation to affirmatively further fair housing.
- 8.8.3 Executive Order 11063, as amended by Executive Order 12259 (Equal Opportunity in Housing Programs) and implementing regulations at 24 C.F.R. Part 107.
- 8.8.4 Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 et seq.), and the implementing regulations at 24 C.F.R. Part 146, which prohibit discrimination of persons on the basis of age under any program or activity for which City receives federal financial assistance.
- 8.8.5 Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and the implementing regulations at 24 C.F.R. Part 8, which prohibit discrimination of qualified individuals with disabilities in participating in, or receiving benefits and services under any program or activity for which City receives financial federal assistance.
- 8.8.6 Architectural Barriers Act of 1968 (42 U.S.C. 4151 et seq.), which requires certain federally funded buildings and other facilities to be designed, constructed, or altered in accordance with standards that ensure accessibility to, and use by, physically handicapped persons.
- 8.8.7 Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability in services, programs, and activities provided by state and local government entities.

- 8.8.8 Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u, and the implementing regulations at 24 C.F.R. Part 135, as applicable), which provides for training, employment, contracting, and other economic opportunities for low- and very low-income persons.
- 8.8.9 The disclosure requirements and prohibitions set forth in 31 U.S.C. 1352 and implementing regulations set forth in 24 C.F.R. Part 87; and the requirements for funding competitions established by the Department of Housing and Urban Development Reform Act of 1989 (42 U.S.C. 3531 et seq.).
- 8.8.10 The prohibitions set forth in 2 C.F.R. Part 2424 relating to the use of debarred, suspended, or ineligible contractors and participants.
- 8.8.11 The Drug-Free Workplace Act of 1988 (41 U.S.C. 701 et seq.) and the implementing regulations set forth in 2 C.F.R. Part 2429.
- 8.8.12 The Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4852d) and the implementing regulations set forth in 24 C.F.R. Part 35, if applicable.

Notwithstanding the above, in compliance with 24 C.F.R. Part 570.503(b)(5), City does not assume County's environmental responsibilities described in 24 C.F.R. Part 570.604, or County's responsibility for initiating the review process under the provisions of 24 C.F.R. Part 52.

8.9 City shall comply with the recordkeeping and reporting requirements under this Agreement, 24 C.F.R. Part 570 (including 24 C.F.R. Part 570.502, 24 C.F.R. Part 570.506, and 24 C.F.R. Part 570.507), 2 C.F.R. Part 200, and 24 C.F.R. Part 5.168, as applicable, to enable County to comply with its recordkeeping and reporting requirements set forth in 24 C.F.R. Part 570.

8.10 In addition to the reversion of assets requirements set forth in Section 9.7, property, equipment, and supplies acquired with CDBG Funds provided under this Agreement, and no longer needed for the originally authorized purpose, shall be disposed of in the manner authorized by the Contract Administrator after City has requested disposition instructions.

8.11 City shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 C.F.R. Part 32) if CDBG Funds expended under this Agreement exceed One Hundred Thousand Dollars (\$100,000).

8.12 City shall comply with the mandatory standards and policies relating to energy efficiency set forth in the State of Florida's energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163, 89 Statute 871).

8.13 In addition to the audit rights, and retention of records requirements set forth in Section 12.4, City shall provide County, HUD, and the Comptroller General of the United States, through any of their duly authorized representatives, access to any books, documents, papers, and records of City, or Subcontractors, which are directly pertinent to this Agreement for the purpose of making audits, examination, excerpts, and transcriptions. The rights of access granted under this section shall not be limited to the required retention of records period set forth in Section 12.4, and shall remain in effect for as long as the records are retained.

8.14 If applicable, City shall comply, and ensure that all Subcontractors comply, with the Section 3 clause requirements that follow, including the requirement to include the following language set forth in 24 C.F.R. Part 135.38 verbatim, in accordance with the provisions under 24 C.F.R. Part 135. References in the language below to "contract" shall mean this Agreement or any subcontract entered into pursuant to this Agreement, and references to "contractor" shall mean City or its subcontractors:

8.14.1 The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

8.14.2 The parties to this contract agree to comply with HUD's regulations in 24 C.F.R. Part 135, which implement Section 3. As evidenced by their execution of this contract, the Parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

8.14.3 The contractor agrees to send to each labor organization or representative of workers with which contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice.

The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- 8.14.4 The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the Subcontractor is in violation of the regulations in 24 C.F.R. Part 135. The contractor will not subcontract with any Subcontractor where the contractor has notice or knowledge that the Subcontractor has been found in violation of the regulations in 24 C.F.R. Part 135.
- 8.14.5 The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 C.F.R. Part 135.
- 8.14.6 Noncompliance with HUD's regulations in 24 C.F.R. Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD-assisted contracts.
- 8.14.7 With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

8.15 City shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented in the United States Department of Labor regulations at 29 C.F.R. Part 3.

8.16 In addition to the equal employment opportunity requirements set forth in Section 12.2, City shall comply with, as applicable, Executive Order 11246, "Equal Employment Opportunity," as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 C.F.R. Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

8.17 In the event there is any construction work over Two Thousand Dollars (\$2,000) financed in whole, or in part, with CDBG Funds under this Agreement, City shall, if applicable, comply with the Davis-Bacon Act (40 U.S.C. 276a-276a-7), as supplemented by the United States Department of Labor regulations (24 CFR Part 5), which requires all laborers and mechanics working on the Project be paid not less than prevailing wage rates as determined by the Secretary of Labor. County shall determine the applicability of the Davis-Bacon Act to the Project under this Agreement.

ARTICLE 9 - FINANCIAL RESPONSIBILITY

9.1 City shall comply with the requirements, standards, and the applicable provisions set forth in 2 C.F.R. Part 200, "Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards" and 24 C.F.R. Part 570.502. In accordance with 2 C.F.R. Part 200.101(b)(3), with the exception of the requirements set forth in 2 C.F.R. Part 200, Subpart F, Audit Requirements, in the event any of the provisions of federal statutes or regulations relating specifically to the CDBG Program differ from the provisions set forth in 2 C.F.R. Part 200, the provision of the federal statutes or regulations specific to the CDBG Program shall govern.

9.2 City shall comply with the audit requirements set forth in 2 C.F.R. Part 200, Subpart F, "Audit Requirements," and Chapter 10.550, Rules of the Auditor General, State of Florida, as applicable. The audit required under 2 C.F.R. Part 200 must be filed with County within one hundred twenty (120) days after the close of the fiscal year of City. All CDBG Funds provided by County should be shown via explicit disclosure in the annual financial statements or the accompanying notes to the financial statements.

9.3 City shall use CDBG Funds only for eligible Project activities as specified in Exhibit A and in accordance with the Project budget set forth in Exhibit B.

9.4 City shall budget and expend all CDBG Funds provided by County under this Agreement in accordance with County's "Procedures Manual for Subrecipients."

9.5 In addition to County's right to terminate this Agreement in accordance with Article 11, City shall be required to repay to County, in County's sole discretion, any CDBG Funds determined by County or HUD to be ineligible for reimbursement under the terms of this Agreement, including but not limited to in the following events:

- 9.5.1 Use of any CDBG Funds for ineligible Project expenses or activities, including any overpayments by County.
- 9.5.2 Any CDBG Funds expended by City, or any of its Subcontractors, in violation of this Agreement.
- 9.5.3 Failure to complete the Project in a manner that complies with the national objectives described in this Agreement.
- 9.5.4 Any CDBG Funds expended under this Agreement and required to be repaid to HUD.

In the event City is required to repay County any CDBG Funds pursuant to this section, City shall repay such funds from nonfederal resources within thirty (30) days after the notice provided by County, and if not paid, County may, in its sole discretion, elect to withhold payment on any subsequent request for payment by City, or reduce City's obligation to repay County by making an administrative offset against any request for payment. County, in its sole discretion, may reallocate any funds City repays to County pursuant to the terms of this Agreement to other eligible CDBG Program projects. This provision shall survive the expiration or earlier termination of this Agreement.

9.6 City shall account for "Program Income," as defined in 24 C.F.R. Part 570.500(a), in accordance with the provisions under 24 C.F.R. Part 570.504. Any Program Income received by City after the Effective Date (as defined in Article 10) that was generated under this Agreement or any prior fiscal year CDBG Program funding agreement with County shall be returned to County in accordance with 24 C.F.R. Part 570.503(b) and 24 C.F.R. Part 570.504, relating to Program Income under the CDBG Program. Unless otherwise provided in any Rules and Regulations of HUD, County may reallocate the Program Income to City's CDBG funding award in County's next CDBG Program funding cycle, subject to the retention of a twenty percent (20%) administrative fee payable to County.

9.7 Real Property; Reversion of Assets. City shall comply with the requirements under 24 C.F.R. Parts 570.503 and 570.505, as applicable, including but not limited to the following:

- 9.7.1 Upon the expiration or earlier termination of this Agreement, City shall transfer to County any CDBG Funds on hand and any accounts receivable attributable to the use of CDBG Funds under this Agreement.
- 9.7.2 Real property under City's control that was acquired or improved, in whole or in part, with CDBG Funds in excess of Twenty-five Thousand Dollars

(\$25,000) shall be used to meet one of the CDBG Program national objectives set forth in 24 C.F.R. Part 570.208 during the term of this Agreement and for a period ending five (5) years after the expiration or earlier termination of this Agreement, or for such longer period of time as determined to be appropriate by County. In the event City fails to use CDBG Program-assisted real property in a manner that meets a CDBG national objective for the prescribed period of time, City shall pay County an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non CDBG Program funds for acquisition of, or improvement to, the property. Such payment shall constitute Program Income to County.

9.8 Disposition of Equipment. City shall comply with requirements for use and disposition of equipment acquired in whole, or in part, with CDBG Funds under this Agreement in accordance with 2 C.F.R. Part 200.313; except that, pursuant to 24 C.F.R. Part 570.502(8), if equipment is sold, the proceeds shall be Program Income.

ARTICLE 10. TERM OF AGREEMENT

The term of this Agreement shall commence retroactively on October 1, 2021 ("Effective Date") and shall end on June 30, 2022, unless terminated earlier or extended pursuant to the terms of this Agreement. City may submit a written request for an extension to the term of this Agreement to the Contract Administrator no less than one hundred and twenty (120) days prior to the expiration date of this Agreement. If the Contract Administrator approves an extension to the term of this Agreement, the Parties shall enter into an amendment as provided in Section 12.17.

ARTICLE 11. TERMINATION

11.1 This Agreement is subject to the availability of CDBG Program funding from HUD. In the event that HUD terminates, suspends, discontinues, or substantially reduces the CDBG Funds available for the Project activity under this Agreement, as determined in County's sole discretion, County may terminate this Agreement upon City's receipt from County of no less than twenty-four (24) hours' notice.

11.2 Termination for Cause.

11.2.1 This Agreement may be terminated for cause by County, at the discretion of and through the County Administrator, if City fails to comply with any terms under this Agreement and has not corrected the breach within five (5) days after receipt of written notice from County identifying the breach. Any notice of termination provided by County pursuant to this section shall also provide City with an opportunity to appeal the action, and a copy of the appeal process shall be attached to the notice. City

may file an appeal within five (5) days after receipt of County's notice of termination.

11.2.2 Termination for cause by County may include but is not limited to: (i) City's failure to meet any of the project deadlines set forth in Exhibit C, within forty-five (45) days after the applicable deadline; (ii) City's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices; (iii) City's failure to comply with applicable federal, state, or local law or regulations, including the Rules and Regulations of HUD; (iv) City's failure to repay County as provided for in Section 9.5; (v) City's failure to comply with the monitoring and reporting requirements of this Agreement, including the requirements of Section 3.4; (vi) City's material breach of the representations and warranties set forth in Article 7; or (vii) City's contracting with a Subcontractor who has been debarred, suspended, or is otherwise excluded from, or ineligible for participation in, any federal assistance program subject to 2 C.F.R. Part 2424. This Agreement may also be terminated for cause by County if a Subcontractor is a "scrutinized company" pursuant to Section 215.473, Florida Statutes, if a Subcontractor is placed on a "discriminatory vendor list" pursuant to Section 287.135, Florida Statutes, or upon the occurrence of any of the grounds set forth in Section 287.135, Florida Statutes.

11.2.3 In the event this Agreement is terminated by County for cause, City shall repay to County any CDBG Funds determined by County to be due in accordance with Section 9.5. County may, in its sole discretion, reduce City's obligation to repay County by making an administrative offset against any requests by City for payment up to the effective date of termination as provided in Section 11.4.

If County erroneously, improperly, or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

11.3 Termination for Convenience. This Agreement may be terminated for convenience by either party, which termination date shall be not less than thirty (30) days after the date of such written notice. County Administrator is hereby authorized to terminate this Agreement for convenience on behalf of County. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances in the event the County Administrator determines that termination is necessary to protect the public health, safety, or welfare.

11.4 In the event this Agreement is terminated for any reason, County may, in County's sole discretion, reimburse City upon receipt of a Request for Payment, utilizing

the form provided in Exhibit E, for documented and committed eligible Project expenses, in accordance with the terms of this Agreement and Exhibit B, incurred by City prior to the date either party provides written notice of termination to the other party. For purposes of this Agreement, a documented and committed eligible Project expense means any verifiable committed expense, including but not limited to a purchase order for payment of materials and supplies, executed by City or Subcontractor on City's behalf, for Project activities under this Agreement. Notwithstanding the above, City shall not expend, or commit to expend, any funds for eligible Project expenses under this Agreement after either party provides written notice of termination to the other party. Any payment by County pursuant to this section is subject to the repayment provisions in Section 9.5, and County shall not be required to reimburse City for any or all of the CDBG Funds requested by City where County has determined that City failed to complete the Project in a manner complying with this Agreement or the Rules and Regulations of HUD.

11.5 Notice of suspension or termination of this Agreement shall be provided in accordance with the "Notices" section of this Agreement except that notice of termination by the County Administrator, which the County Administrator deems necessary to protect the public health, safety, or welfare may be verbal notice that shall be promptly confirmed in writing in accordance with the "Notices" section of this Agreement.

11.6 In the event this Agreement is terminated for any reason, any amounts due City shall be withheld by County until all documents are provided to County pursuant to Section 12.1.

ARTICLE 12 - MISCELLANEOUS

12.1 Rights in Documents and Works. Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of County, and, if a copyright is claimed, City grants to County and the Federal Government a nonexclusive license to use the copyrighted item(s) indefinitely, to prepare derivative works, and to make and distribute copies to the public. In the event of termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by City, whether finished or unfinished, shall become the property of County, including, any patent rights with respect to any discovery or invention which arises or is developed in the course of or under this Agreement, and shall be delivered by City to the Contract Administrator within seven (7) days after termination of this Agreement by either party. Any compensation due to City shall be withheld until all documents are received as provided herein. City shall ensure that the requirements of this section are included in all agreements with its Subcontractors.

12.2 Equal Employment Opportunity. No party to this Agreement may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement. City shall include the foregoing or similar language in its contracts with any Subcontractors, except that any project assisted by the U.S. Department of Transportation funds shall comply with the nondiscrimination requirements in 49 C.F.R. Parts 23 and 26.

12.3 Public Records. City shall comply with all applicable requirements of Chapter 119, Florida Statutes, including the requirements of Section 119.0701.

12.4 Audit Rights and Retention of Records. County shall have the right to audit the books, records, and accounts of City and its Subcontractors that are related to this Agreement. City and its Subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement and performance thereunder. All such books, records, and accounts of City and its Subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and, upon request to do so, City or its Subcontractors shall make same available in written form at no cost to County.

City and its Subcontractors shall preserve and make available, at reasonable times for examination and audit by County, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for a minimum of four (4) years after the expiration or earlier termination of this Agreement, or until resolution of any audit findings, whichever is longer. In addition, City must comply with the records retention requirements set forth in 24 C.F.R. Part 570.502(7)(i). County audits and inspections pursuant to this section may be performed by any County representative (including any outside representative engaged by County). County reserves the right to conduct such audit or review at City's place of business, if deemed appropriate by County, with seventy-two (72) hours' advance notice.

Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for County's disallowance and recovery of any payment upon such entry. If an audit or inspection in accordance with this section discloses overpricing or overcharges to County of any nature by City in excess of five percent (5%) of the total contract billings reviewed by County, the reasonable actual cost of County's audit shall be reimbursed to County by City in addition to making adjustments for the overcharges. Any adjustments and/or payments due as a result of such audit or inspection shall be made within thirty (30) days after presentation of County's findings to City.

City shall ensure that the requirements of this section are included in all agreements with its Subcontractors performing services for the Project.

12.5 Sovereign Immunity. Except to the extent sovereign immunity may be deemed to be waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by either County or City nor shall anything included herein be construed as consent by either County or City to be sued by third parties in any matter arising out of this Agreement. Both County and City are political subdivisions as defined in Section 768.28, Florida Statutes, and each shall be responsible for the negligent or wrongful acts or omissions of their employees pursuant to Section 768.28, Florida Statutes.

12.6 Independent Contractor. City is an independent contractor under this Agreement and nothing in this Agreement shall constitute or create a partnership, joint venture, or any other relationship between the Parties. In providing the Project, neither City nor its agents shall act as officers, employees, or agents of County. City shall not have the right to bind County to any obligation not expressly undertaken by County under this Agreement.

12.7 Third Party Beneficiaries. Neither City nor County intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third party beneficiaries to this Agreement and no third party shall be entitled to assert a claim against either of them based upon this Agreement.

12.8 Notices. In order for a notice to a party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via e-mail, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). The addresses for notice shall remain as set forth in this section unless and until changed by providing notice of such change in accordance with the provisions of this section. All documentation or payments required to be provided under this Agreement shall also be made at the address provided in this section.

For County:

Ralph Stone, Director
Broward County Housing Finance and
Community Redevelopment Division
110 N.E. 3rd Street - Third Floor
Fort Lauderdale, Florida 33301
Email address: rstone@broward.org

For City:

Ana M. Garcia, City Manager
City of Dania Beach
100 West Dania Beach Boulevard
Dania Beach, Florida 33004
Email address: agarcia@daniabeachfl.gov

12.9 Assignment. Except for subcontracting approved in writing by County at the time of its execution of this Agreement or any written amendment hereto, neither this Agreement nor any right or interest herein may be assigned, transferred, subcontracted,

or encumbered by City without the prior written consent of County. If City violates this provision, County shall have the right to immediately terminate this Agreement.

12.10 Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's length and is agreed to by the Parties. Each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement, and each is, therefore, a material term of this Agreement. County's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the waiving party.

12.11 Compliance with Laws. City and the Project shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations, including the Rules and Regulations of HUD, and any related federal, state, or local laws, rules, and regulations.

12.12 Severability. In the event any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

12.13 Joint Preparation. This Agreement has been jointly prepared by the Parties hereto, and shall not be construed more strictly against either party.

12.14 Interpretation. The titles and headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all of the subsections of such section, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to "days" means calendar days, unless otherwise expressly stated.

12.15 Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement and any provision of Articles 1 through 12 of this Agreement, the provisions contained in Articles 1 through 12 shall prevail and be given effect. If there is a conflict between any provisions set forth in this Agreement and a

more stringent state or federal provision which is applicable to this Agreement, the CDBG Funds, or the Project, the more stringent state or federal provision shall prevail.

12.16 Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, CITY AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

12.17 Amendments. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by duly authorized representatives of County and City. The County Administrator is hereby authorized to execute amendments that extend the term of the Agreement, or that change the Project, so long as the Project, as amended, consists of eligible activities under 24 C.F.R. Part 570. The Contract Administrator is hereby authorized to approve, in writing, line item budget changes to the information set forth in Exhibit B during the term of this Agreement, and for sixty (60) days after expiration or earlier termination of this Agreement, in order to reconcile City's expenditures of CDBG Funds, provided such changes do not result in an increase in the total amount of the CDBG Funds. The written document from the Contract Administrator approving such changes shall be deemed incorporated into this Agreement.

12.18 Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter and supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document.

12.19 Payable Interest.

12.19.1 Payment of Interest. Unless prohibited by the applicable law, County shall not be liable to pay any interest to City for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof City waives, rejects, disclaims, and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim arising from, related to, or in connection with this Agreement. This paragraph shall not apply to any claim for interest,

including for post-judgment interest, if such application would be contrary to applicable law.

12.19.2 Rate of Interest. If the preceding subsection is inapplicable or is determined to be invalid or unenforceable by a court of competent jurisdiction, the annual rate of interest payable by County under this Agreement, whether as prejudgment interest or for any other purpose, shall be, to the full extent permissible under applicable law, one quarter of one percent (0.25%) simple interest (uncompounded).

12.20 Survival. County's right to monitor, evaluate, enforce, audit, and review, any obligations by City to indemnify and insure, any representations and warranties of City, and items of financial responsibility shall survive the expiration or earlier termination of this Agreement. Any provision of this Agreement that contains a restriction or requirement which extends beyond the date of termination or expiration set forth herein shall survive expiration or earlier termination of this Agreement and be enforceable.

12.21 Further Assurance. The Parties shall execute, acknowledge, deliver, and cause to be done, executed, acknowledged, and delivered all such further documents and perform such acts as shall reasonably be requested of them to carry out this Agreement and give effect hereto, and as may be required to comply with the Rules and Regulations of HUD or any other applicable federal, state, or local laws, regulations, directives, and objectives. Accordingly, without in any manner limiting the specific rights and obligations set forth in this Agreement, the Parties intend to cooperate with each other in effecting the terms of this Agreement.

12.22 Remedies. In the event of termination for cause, County may pursue any remedies available to it at law or in equity, including, without limitation, damages, specific performance, and criminal remedies.

12.23 Force Majeure. If the performance of this Agreement, or any obligation hereunder is prevented by reason of hurricane, earthquake, or other casualty caused by nature, or by labor strike, war, or by a law, order, proclamation, regulation, or ordinance of any governmental agency, the party so affected, upon giving prompt notice to the other party, shall be excused from such performance to the extent of such prevention, provided that the party so affected shall first have taken reasonable steps to avoid and remove such cause of non-performance and shall continue to take reasonable steps to avoid and remove such cause, and shall promptly notify the other party in writing and resume performance hereunder whenever such causes are removed; provided, however, that if such non-performance exceeds sixty (60) days, the party that is not prevented from performance by the force majeure event shall have the right to terminate this Agreement upon written notice to the party so affected. This section shall not supersede or prevent the exercise of any right the Parties may otherwise have to terminate this Agreement.

12.24 Incorporation by Reference. Any and all recital clauses stated above are true and correct and are incorporated in this Agreement by reference. The attached exhibits are incorporated into and made a part of this Agreement.

12.25 Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

12.26 Use of County Logo. City shall not use County's name, logo, or otherwise refer to this Agreement in any marketing or publicity materials without the prior written consent of County.

(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, the Parties have made and executed this Agreement: BROWARD COUNTY, through the County Administrator, authorized to execute same by action of the Board on the ____ day of _____, 20__ (Agenda Item No. ____), and City of Dania Beach, signing by and through its Mayor or Vice-Mayor, duly authorized to execute same.

COUNTY

WITNESSES:

BROWARD COUNTY, by and through
its County Administrator

Signature

By: _____
Bertha Henry

Print Name

____ day of _____, 20__

Signature

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
Telecopier: (954) 357-7641

Print Name

By: _____
Alicia C. Lobeiras (Date)
Assistant County Attorney

By: _____
Annika E. Ashton (Date)
Deputy County Attorney

AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF DANIA BEACH FOR
FUNDING AND ADMINISTRATION OF 47TH YEAR COMMUNITY DEVELOPMENT
BLOCK GRANT PROGRAMS FOR SOLAR LIGHTING IN ELIGIBLE AREAS

CITY

ATTEST:

CITY OF DANIA BEACH

By: _____
City Clerk (SEAL)

By: _____
Mayor

____ day of _____, 20__

By: _____
City Manager

____ day of _____, 20__

I HEREBY CERTIFY that I have approved this
Agreement as to form and legal sufficiency
subject to execution by the parties:

By: _____
City Attorney

EXHIBIT A

PROJECT DESCRIPTION

Fiscal Year: FY 2021-2022 (47th YR)

Project Name: Solar Lighting in Eligible Areas
City of Dania Beach

CDBG Funds Allocation: \$ 32,556 FY 2018-2019 (44th YR)
\$179,319 FY 2020-2021 (46th YR)
\$184,616 FY 2021-2022 (47th YR)
\$396,491

Project Description:

This project will provide an area-wide benefit by providing street lighting to public streets in eligible Community Development Block Grant (CDBG) areas. The City of Dania Beach Lighting Master Plan of 2020 identifies areas that need street lighting due to insufficient lighting or a lack of lighting. This exists because of the fact that Florida Power & Light (FP&L) does not have power lines in back yards in this service area, so street electrocution is not possible without substantial outlays. The City will install a minimum of 45 solar powered streetlights in City's rights-of-way in residential neighborhoods.

The Project's total CDBG funding amount of Three Hundred Ninety-Six Thousand Four Hundred Ninety-One Dollars (\$396,491) consists of the 44th Year (FY2018-2019) balance of Thirty-Two Thousand Five Hundred Fifty-Six Dollars (\$32,556), One Hundred Seventy-Nine Thousand Three Hundred Nineteen Dollars (\$179,319) from the 46th Year (2020-2021), and One Hundred Eighty-Four Thousand Six Hundred Sixteen Dollars (\$184,616) from the 47th Year (2021-2022) funding allocations.

CDBG HUD National Objective: 24 C.F.R. Part 570.208(b)(1), Activities to Address Slums or Blight on an Area Basis

Federal Award Identification Information as required by 2 C.F.R. Part 200.332(a)

Subrecipient name: City of Dania Beach

Subrecipient Unique Entity Identifier: 098525728

Federal Award Identification Number (FAIN): B-21-UC-12-0001

Federal Award Date: _____

Subaward Period of Performance Start and End Date: See timeline in Exhibit C

Subaward Budget Period Start and End Date: See timeline in Exhibit C

Amount of Federal Funds obligated by this action: See Exhibit B

Total Amount of Federal Funds obligated to Subrecipient by County, including the current obligation: \$396,491; Amount includes only federal funds from County's fiscal year 2021-2022 Annual Action Plan and rollover balances from fiscal year 2019-2020 and 2020-2021 obligated under this Agreement.

Total Amount of the Federal Award committed to Subrecipient by County: See Exhibit B

Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA): See Exhibit A for project description.

Name of Federal Awarding Agency, pass-through entity, and contact information for awarding official of the pass-through entity:

Federal Awarding Agency: United States Department of Housing and Urban Development

Pass-through Entity: Broward County

Contact Information for awarding official of the passthrough entity: See Section 12.8 of this Agreement.

Assistance Listings number and Title: CFDA 14.218 – Community Development Block Grants/Entitlement Grants; The dollar amount made available under each Federal Award and CFDA at time of disbursement: CFDA 14.218 - For amount see Exhibit B

Identification of whether the award is R&D: No

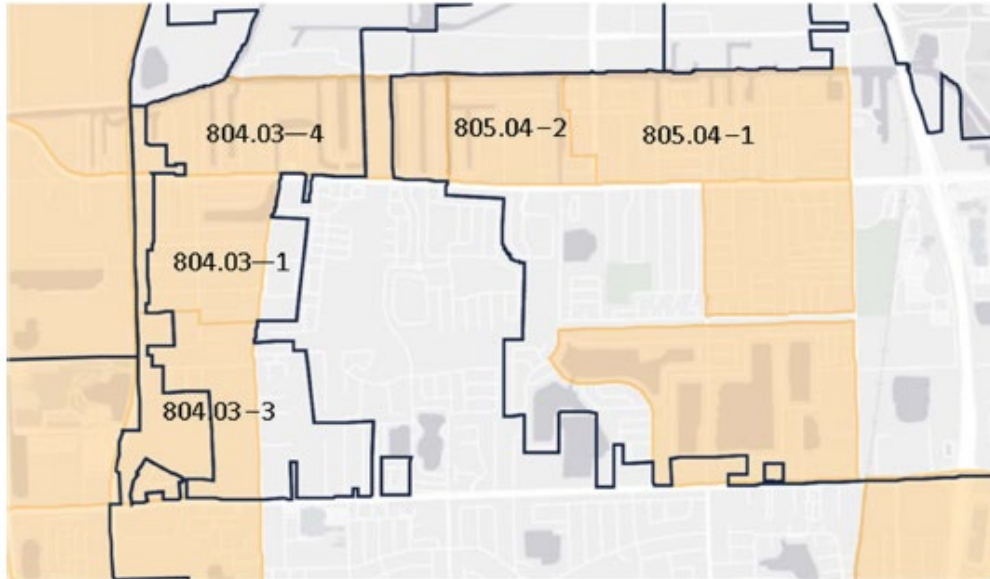
Indirect cost rate for the Federal award: N/A

Attachment 1 to Exhibit A – Light Locations & Maps

NE 3rd Ave	NE 2nd St	canal	3	FPL	low	0.3	\$ 3,600
SE 7th St	SE 5th ave	SE 2nd Ave	3	FPL	low	0.3	\$ 3,600
SW 51st Ct	SW 26th Ave	SW 27th Ave	3	FPL	low	0.3	\$ 3,600
SE 51st St	SW 26th Ave	SW 27th Ave	3	FPL	low	0.3	\$ 3,600
SW 50th St	SW 26th Ave	SW 27th Ave	3	FPL	low	0.3	\$ 3,600
SW 49th Ct	SW 26th Ave	SW 27th Ave	3	FPL	low	0.3	\$ 3,600
SW 5th Ave	DBB	SW 1st St	1	Solar	low	0.3	\$ 12,000
SW 7th Av	SW 2nd St	deadend	1	Solar	low	0.3	\$ 12,000
SW 13th Ave	NW 10th St	NW 12th Ave	1	solar	low	0.3	\$ 12,000
SW 45th Ct	SW 33rd Ave	Cul-de-sac	1	Solar	very low	0.3	\$ 12,000
SW 46th Ct	SW 28th Ave	SW 27th Ave	1	Solar	low	0.3	\$ 12,000
Barker Ln	SW 45th st	deadend	1	solar	low	0.3	\$ 12,000
SW 5th St	SW 4th Ave	SW 2nd Av	1	Solar	low	0.3	\$ 12,000
SW 29th Way	Griffin Rd	deadend	1	Solar	low	0.3	\$ 12,000
SW 44th Ave	Griffin Rd	SW 49th st	1	Solar	low	0.3	\$ 12,000
SW 49th ct	SW 40th	US 443	1	Solar	low	0.3	\$ 12,000
SW 52nd St	SW 40th	US 442	1	Solar	low	0.3	\$ 12,000
SW 27th Ave	Griffin Rd	Canal	10	Solar	medium	0.3	\$ 120,000
SW 28th Terr	SW 24th Ave	deadend	4		low	0.3	\$ 4,800
SW 24th Ave	SW 45th st	canal	4		low	0.3	\$ 4,800
SW 47th St	Ravenswood	deadend	4	FPL	low	0.3	\$ 4,800
SW 46th Ct	Ravenswood	deadend	4	FPL	low	0.3	\$ 4,800
Nautilus	NW 14th Way	east loop	4	Solar	low	0.3	\$ 4,800
NW 10th Ave	NW 10th St	NW 7th St	4		low	0.3	\$ 4,800
NW 8th Ave	NW 10th St	NW 7th St	4		low	0.3	\$ 4,800
NW 9th Ave	NW 10th St	NW 7th St	5		low	0.2	\$ 6,000
SW 44th St	Griffin Rd	Canal	6	4/2 F	low	0.2	\$ 7,200
Whispering Way	SW 25th Ave	deadend	6	FPL	low	0.2	\$ 7,200
NW 14th Way	NW 1st st	NW 2nd St	2	Solar	low	0.2	\$ 24,000
NW 14th Ave	NW 1st st	NW 2nd St	2	Solar	low	0.2	\$ 24,000
Argonaut	NW 14th Way	east loop	2	Solar	low	0.2	\$ 24,000
SE 30th Way	SW 45th st	SW 44th St	2	Solar	low	0.2	\$ 24,000
SW 46th Ct	SW 30th Ave	deadend	2	Solar	low	0.2	\$ 24,000
SW 47th St	SW 30th Ave	deadend	2	Solar	low	0.2	\$ 24,000
SW 27th Terr	Griffin Rd	Canal	2	Solar	low	0.2	\$ 24,000
SW 45th St	SW 28th Ave	SW 27th Ave	2	Solar	low	0.2	\$ 24,000
SW 46th PL	SW 28th Ave	SW 27th Terr	2	Solar	low	0.2	\$ 24,000
SW 47th St	SW 28th Ave	SW 27th Ave	2	Solar	low	0.2	\$ 24,000
SW 29th Terr	Griffin Rd	deadend	2	Solar	low	0.2	\$ 24,000
SW 44th Teerr	Griffin Rd	SW 49th st	2	Solar	low	0.2	\$ 24,000
SW 50th St	SW 40th	US 442	2	Solar	low	0.2	\$ 24,000
SW 45th St	SW 30th Ave	SW 28th Terr	7	FPL	low	0.1	\$ 8,400
SW 25th Ave	Griffin Rd	SW 45th st	9		low	0.1	\$ 10,800
SW 24th Ave	Griffin Rd	SW 45th st	9		low	0.1	\$ 10,800
NW 13th Ave	NW 1st st	NW 2nd St	3	Solar	low	0.1	\$ 36,000
SW 44th Ct	30th Way	deadend	3	Solar	very low	0.1	\$ 36,000
SW 44th St	30th Way	deadend	3	Solar	very low	0.1	\$ 36,000

Street	From	To	# Lights Needed	Type	Traffic	Priority	Project Cost
SW 47th St	Ravenswood	deadend	4	FPL	low	0.3	\$ 4,800
SW 46th Ct	Ravenswood	deadend	4	FPL	low	0.3	\$ 4,800
Nautilus	NW 14th Way	east loop	4	Solar	low	0.3	\$ 4,800
NW 10th Ave	NW 10th St	NW 7th St	4	Solar	low	0.3	\$ 4,800
NW 8th Ave	NW 10th St	NW 7th St	4	Solar	low	0.3	\$ 4,800
NW 9th Ave	NW 10th St	NW 7th St	5	Solar	low	0.2	\$ 6,000
SW 44th St	Griffin Rd	Canal	6	4/2 F	low	0.2	\$ 7,200
Whispering Way	SW 25th Ave	deadend	6	FPL	low	0.2	\$ 7,200
NW 14th Way	NW 1st st	NW 2nd St	2	Solar	low	0.2	\$ 24,000
NW 14th Ave	NW 1st st	NW 2nd St	2	Solar	low	0.2	\$ 24,000
Argonaut	NW 14th Way	east loop	2	Solar	low	0.2	\$ 24,000
SE 30th Way	SW 45th st	SW 44th St	2	Solar	low	0.2	\$ 24,000
SW 46th Ct	SW 30th Ave	deadend	2	Solar	low	0.2	\$ 24,000
SW 47th St	SW 30th Ave	deadend	2	Solar	low	0.2	\$ 24,000
SW 27th Terr	Griffin Rd	Canal	2	Solar	low	0.2	\$ 24,000
SW 45th St	SW 28th Ave	SW 27th Ave	2	Solar	low	0.2	\$ 24,000
SW 46th PL	SW 28th Ave	SW 27th Terr	2	Solar	low	0.2	\$ 24,000
SW 47th St	SW 28th Ave	SW 27th Ave	2	Solar	low	0.2	\$ 24,000
SW 29th Terr	Griffin Rd	deadend	2	Solar	low	0.2	\$ 24,000
SW 44th Teerr	Griffin Rd	SW 49th st	2	Solar	low	0.2	\$ 24,000
SW 50th St	SW 40th	US 441	2	Solar	low	0.2	\$ 24,000
SW 45th St	SW 30th Ave	SW 28th Terr	7	FPL	low	0.1	\$ 8,400
SW 25th Ave	Griffin Rd	SW 45th st	9	Solar	low	0.1	\$ 10,800
SW 24th Ave	Griffin Rd	SW 45th st	9	Solar	low	0.1	\$ 10,800
NW 13th Ave	NW 1st st	NW 2nd St	3	Solar	low	0.1	\$ 36,000
SW 44th Ct	30th Way	deadend	3	Solar	very low	0.1	\$ 36,000
SW 44th St	30th Way	deadend	3	Solar	very low	0.1	\$ 36,000
SW 45th St	SW 30th Ave	deadend	3	Solar	low	0.1	\$ 36,000
SW 46th St	SW 28th Ave	SW 27th Ave	3	Solar	low	0.1	\$ 36,000
SW 43rd Terr	Griffin Rd	Canal	10	Solar	low	0.1	\$ 12,000
SW 42nd Ave	Griffin Rd	Canal	10	Solar	low	0.1	\$ 12,000
SW 24th Ave	Griffin Rd	deadend	10	FPL	low	0.1	\$ 12,000
SW 25th Ave	Griffin Rd	deadend	10	FPL	low	0.1	\$ 12,000
SW 27th Ave	Griffin Rd	SW 50th St	10	FPL	low	0.1	\$ 12,000
SW 29th Terr	Griffin Rd	deadend	11	Solar	low	0.1	\$ 13,200
SW 26th Terr	Griffin Rd	SW 45th St	4	Solar	low	0.1	\$ 48,000
SW 27th Terr	Griffin Rd	SW 52nd St	4	Solar	low	0.1	\$ 48,000
SW 43rd ave	Griffin Rd	Canal	6	Solar	low	0.1	\$ 72,000
SW 42nd Terr	Griffin Rd	Canal	6	Solar	low	0.1	\$ 72,000
SW 35th Ave	Griffin Rd	Canal	6	Solar	low	0.1	\$ 72,000
SW 34th Ter	Griffin Rd	Canal	6	Solar	low	0.1	\$ 72,000
SW 32nd Ave	Griffin Rd	Canal	6	Solar	low	0.1	\$ 72,000
SW 51st St	SW 40th	US 441	8	Solar	low	0.0	\$ 96,000
SW 28th Ave	Griffin Rd	SW 52nd St	9	Solar	low	0.0	\$ 108,000
Carrollton Ln/SW	US441	deadend	10	Solar	low	0.0	\$ 120,000
804-05 Tract 1							
804-05 Tract 2							
804-03 Tract 1							
804-03 Tract 4							

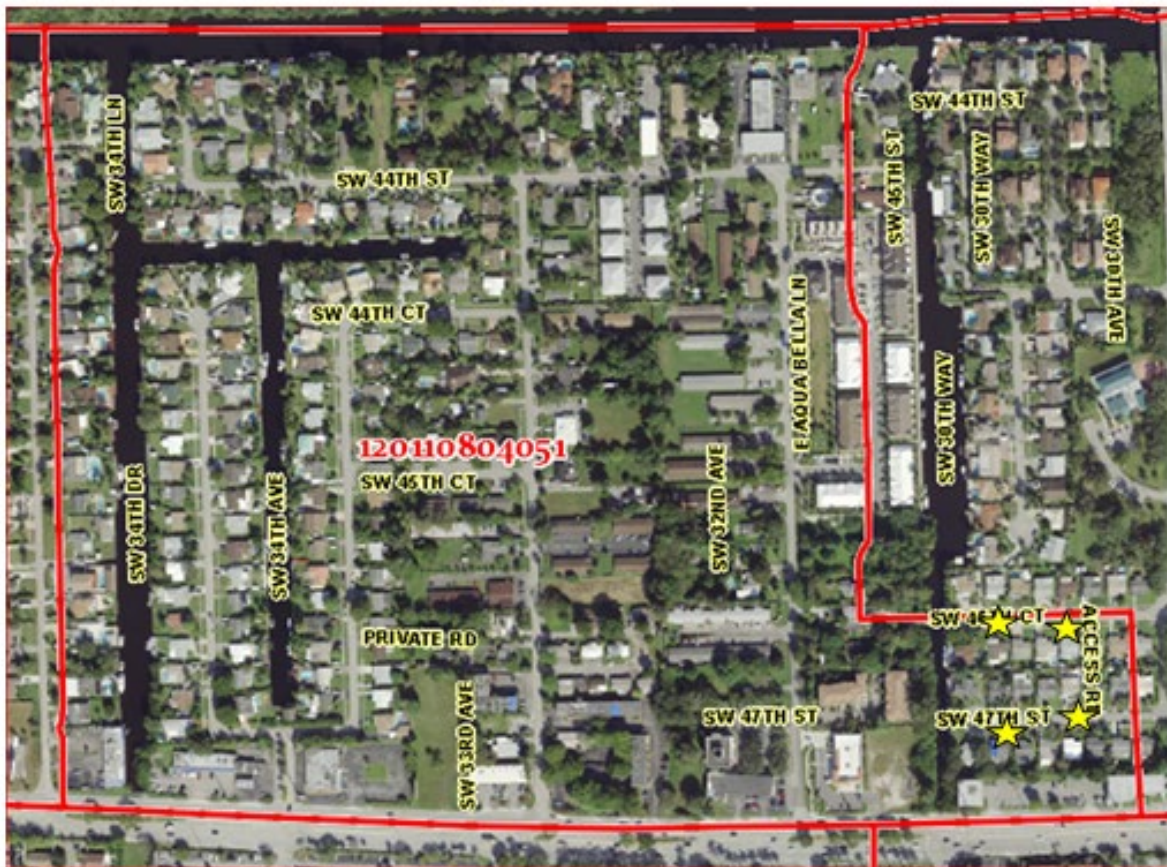
Figure 1



Census Tract 804-05 Block Group 1
Census Tract 804-05 Block Group 2
Census Tract 804-03 Block Group 1
Census Tract 804-03 Block Group 3
Census Tract 804-03 Block Group 4

Figure 2

Block Group 804-05 Track—1



Proposed Light Locations

SW 46 Court

SW 47 Street

Figure 3

Block Group
804-05
Track
2

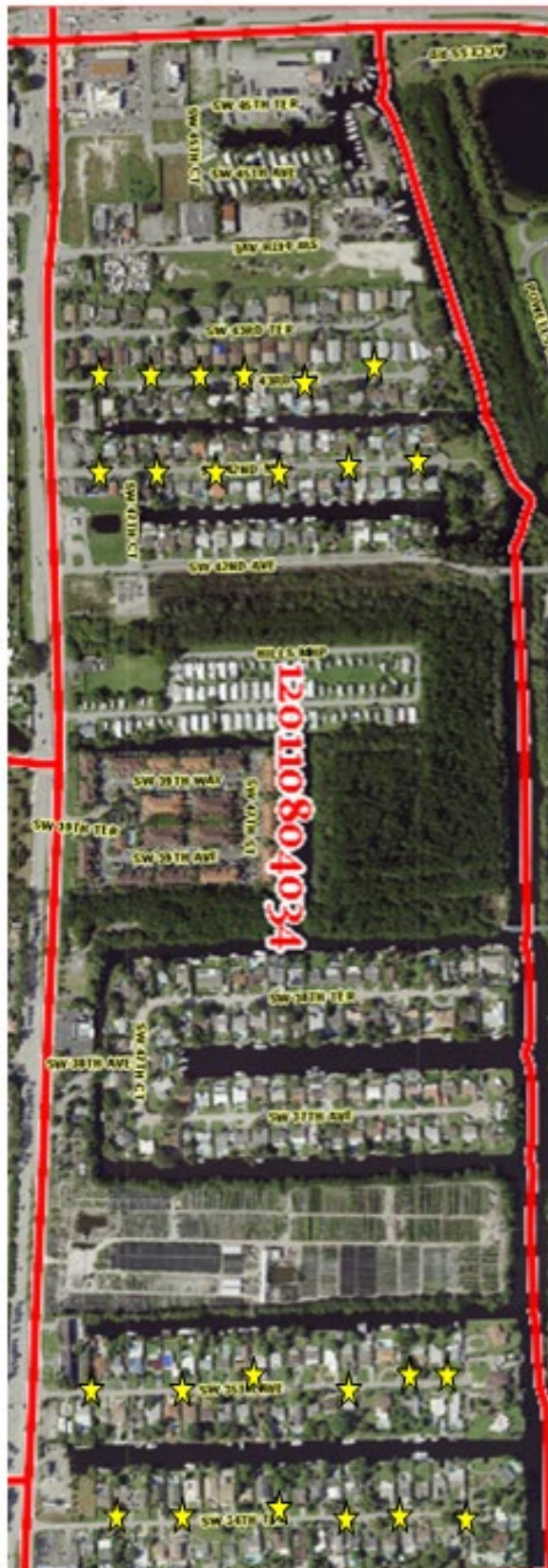


Proposed Light Locations

SW 27th Terr
SW 45th St
SW 46th PL
SW 47th St
SW 29th Terr
SW 25th Ave
SW 24th Ave
SW 44th St
SW 45th St
SW 46th St
SW 44 CT.

Figure 4

Block
Group
804-03
Track
4



Proposed Locations

SW 43 Avenue

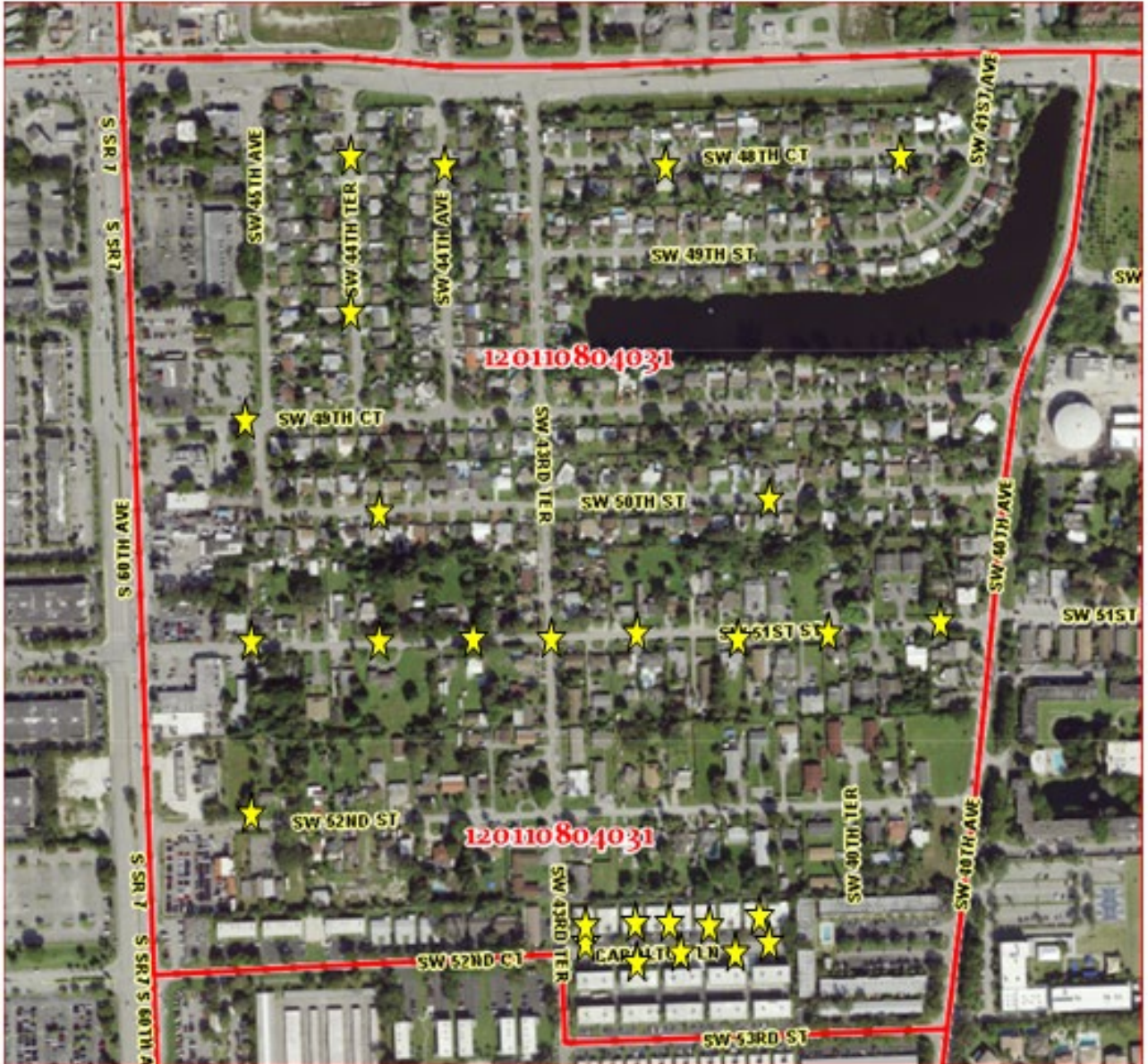
SW 42 Terrace

SW 35 Avenue

SW 34 Terrace

Figure 5

Block Group 804-03 Track 1



SW 44 Terrace

Carrollton Lane

SW 49 Court

SW 50 Street

SW 48 Court

SW 52 Street

SW 51 Street

SW 44 Avenue

Figure 6



Elements of Decorative Solar Street Light Product

- Mounting Pole
- Photovoltaic Panels
- Luminaire, LED Lamp
- Controller / Driver
- Battery
- Battery Enclosure
- Bracket and Arms
- Wire and Connections

EXHIBIT B

BUDGET

Each cost category below reflects the proposed amount necessary to complete the Project by funding source(s).

Funding Sources				
Cost Category		(1) CDBG	(2) NON-CDBG CITY	Total
A.	Personnel	\$0	\$0	\$0
B.	Fringe Benefits	\$0	\$0	\$0
C.	Travel	\$0	\$0	\$0
D.	Equipment	\$0	\$0	\$0
E.	Supplies	\$0	\$0	\$0
F.	Contractual Services	\$0	\$27,000	\$27,000
G.	Construction	\$396,491	\$0	\$396,491
H.	Other (Permits)	\$0	\$0	\$0
I.	Total	\$396,491	\$27,000	\$423,491

BUDGET NARRATIVE

The Budget Narrative statements below provide a detailed justification for each cost category shown in the budget table for both CDBG Funds and Non-CDBG funding sources utilized in financing the Project.

CDBG Funds: \$396,491

Construction: \$396,491

The City will install a minimum of 45 solar powered streetlights in City's rights-of-way in residential neighborhoods. The City will competitively bid the project to include the purchase of lights and the installation of the lights.

Non-CDBG Funds: City - \$27,000

Contractual Services: \$27,000

City shall pay \$27,000 to for project design services, bidding assistance, and construction management services.

Allowable Cost for U.S. HUD Share of Budget

Federal cost principles for grants and contracts with state and local governments are set forth in 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which contains a series of principles governing the allowability of various types of costs under federal grants and contracts. General information concerning the cost principles is summarized below. The following types of costs are specifically unallowable:

- (A) Advertising costs other than those associated with recruitment of personnel and the solicitation of bids for goods and services.
- (B) Bad debts.
- (C) Contingencies.
- (D) Contribution and donations.
- (E) Entertainment.
- (F) Fines and penalties.
- (G) Interest.
- (H) Losses on other grants or contracts.

Most other categories of cost are generally allowable under the cost principles provided the costs are allowable and reasonable. General comments on individual cost elements are listed below:

Personnel (Salary) costs are generally allowable provided they are based on actual current salaries adjusted for any anticipated cost-of-living or merit increases during the grant period. Salary costs for unidentified new employees must be consistent with the City's overall employee compensation structure. City's compensation policy should not change as a result of obtaining a federal grant.

Fringe Benefit costs such as pay for vacations, holidays, sick leave, employee

insurance, and unemployment benefits are allowable to the extent required by law or established organizational policy.

Travel costs consistent with established organizational policy are generally allowable. The difference between first class and coach air fare is specifically unallowable. In the absence of established organizational travel policy, it is a good practice to adopt policies consistent with the federal travel regulations.

Equipment costs should be based on the least cost method of acquisition (rent, purchase, lease with option to buy) over the grant period as demonstrated by competitive bidding. Equipment costs are only allowable to the extent the equipment is directly necessary to accomplish the grant. The cost of equipment not fully utilized under the grant must be allocated to other organization costs to assure a fair share distribution. Whenever practical, used equipment should be considered in meeting equipment needs.

Material/Supplies cost directly associated with the Project is allowable. Prices must generally be justified through competitive bids except for nominal purchases.

Subcontracts/Contractual Services must be awarded on a competitive basis except in extraordinary circumstances. The same principles applicable to individual cost principles for grantees are generally applicable cost-reimbursement type subcontracts under grants.

Consultant agreements should include a certification by the consultant that the consultant rate is equal to or less than the lowest rate the consultant accepts for comparable work. Additionally, Congress prohibits the salary component of consultant fees under HUD grants from exceeding the applicable approved rate schedule.

Construction costs include construction of new buildings, structures, or other real property as well as alteration or repair of existing structures. Construction costs should be supported by detailed cost estimates and competitive bidding. Consult with the Housing Finance and Community Redevelopment Division's Compliance Officer on applicability of the Davis-Bacon Wage determination to the Project.

Other costs include all types of direct costs not specified above. Normally, such costs include space, telephone, utilities, printing, and other basic operating expenses.

Leverage is that which the municipality or non-profit organization brings to the Project. It may be in the form of services or contributed operating expenses (in-kind contributions) or cash support from the organization itself or from other sources.

EXHIBIT C

PROJECT TIMELINE

The table below lists the main work tasks required to complete Project objectives before the term of the Agreement expires.

Work Task	Start-Up Date	Date of Completion
Design Plans and Specifications	10/01/2021	10/31/2021
Advertise, Bidding, and Pre-Bid Meeting	10/01/2021	10/31/2021
Bid Opening, Selection, and Award	11/01/2021	12/31/2021
Construction Contract Execution, Pre-construction Meeting	01/01/2022	01/30/2022
Construction	02/01/2022	04/30/2022
Punch list Items	05/01/2022	05/31/2022
Completion of Construction to include punch list items and final close-out.	06/01/2022	06/30/2022
Monthly Reports and Final Report	10/01/2021	06/30/2022

EXHIBIT D

MONTHLY PROGRESS REPORT

Reporting Period: _____

Date Report Prepared: _____

A. Project Information:

Agency Name	
Person Preparing the Report	
Job Title	
Signature	
Project Name	
Project Start-Up Date	
Project Completion Date	
Amended Completion Date (if applicable)	

B.1 Project Cost

		Funds Expended To Date	Percentage
Total Project	\$	\$	%
CDBG Funds	\$	\$	%
Other Funding (specify source below) _____	\$	\$	%

B.2 Declaration of Agency Budget Changes

Program Income: _____

Source of Program Income: _____

B.3 Other Grant Awards

Date(s): _____ Dollar Amount(s): _____

Funding Source(s): _____ Funding Contract Person(s): _____

B.4 Describe attempts to secure additional funding:

B.5 Percent of Project completed to date: ____ %

B.6 Anticipated Changes in Staffing:

1. Office Hours: _____

2. Resignations: _____

3. Part-time or Full-time Employee(s):

C.1 Brief Project Description and Project Location (if applicable, include homeowner's name and address, general scope of work performed, and associated expenses):

C. 2. Describe specific work tasks and status completed this quarter:

Work Tasks	Status (i.e., underway, completed)

C.3. Describe success or problems encountered with the Project:

C.4. Anticipated problems or concerns with the Project. Please identify technical assistance needed and/or requested from Housing Finance and Community Redevelopment Division staff.

C.5. Anticipated advertisements and/or other contractual services. If so, has the Housing Finance and Community Redevelopment Division staff been advised and appropriate steps taken to assure compliance?

C.6. If applicable, please complete the information on the following Direct Benefit Form for all program participants.

D. Program Objectives

* Work Tasks	Projected Yearly Total / Performance	Monthly Progress	Progress Yr-To-Date	Supporting Documentation
Design Plans and Specifications	1	-	-	Copies of design plans and specifications
Advertise, Pre-Bid Meeting, and Bidding	1	-	-	Copy of advertisement, minutes, and pre-bid meeting sign-in sheets
Bid Opening, Selection, and Award	1	-	-	Copy of bid tabulations, recommendation of award letter; Award Letter
Construction Contract Execution, Pre-Construction Meeting	1	-	-	Copy of executed construction contract, pre-construction meeting minutes/sign-in sheets
Construction	1			Construction progress/inspection reports
Punch list Items	1	-	-	Copy of punch list items
Completion of Construction	1	-	-	Final invoice and supporting documentation from Construction Contractor to City: As-built Plans; Lien Releases, and Before & After Pictures
Monthly Progress Reports and Final Report	Minimum 9 Progress Reports Required	-	-	

* Work Tasks as listed in Exhibit C (Project Timeline) of the Agreement.

EXHIBIT E
REQUEST FOR PAYMENT

Community Development Block Grant Program
47th Year Program

Contract Period: _____ to _____

1. Project Name:			
2. Organization:		Telephone Number:	
3. Billing Number:			
4. Billing Period Covered:			
5. % of Total Contract, Expended through this Billing:			
6. Cost Categories	Total Expenditures Up to Last Billing	Expenditures This Billing	Total Expenditures To Date
A. Project Costs			
Salary and Fringes			
Contractual			
Construction (Retainage)			
Construction (All other construction costs)			
Other Project Costs			
Total Expenditures			
Funds Obligated: (By Funding Agreement)			
Balance			
B. In-kind			

7. Details of Request for Payment (Attach copies of Invoices, Other Applicable Documentation)			
Vendor Name	Invoice # (If Applicable)	Description of Service	Amount

Total Request for Reimbursement \$ _____

8. Certification:
 I certify that Items 1 - 7 of this billing are correct and just and are based upon obligation(s) of record for the Project; that the work and services are in accordance with the Broward County approved Agreement, including any amendments thereto; and that the progress of the work and services under the Agreement for the Project are satisfactory and are consistent with the amount billed.

 Signature and Title of Authorized Official Date

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Consent Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)

ADOPT RESOLUTION URGING THE FLORIDA LEGISLATURE TO TAKE ACTION SAFEGUARDING THE ACCESSIBILITY, AFFORDABILITY AND SAFETY OF REPRODUCTIVE HEALTHCARE AND THE FUNDAMENTAL CONSTITUTIONAL RIGHT TO ABORTION; OPPOSING THE LATEST EFFORTS OF SEVERAL STATES TO SEVERELY LIMIT OR BAN ABORTION; CONDEMNING CERTAIN DECEPTIVE PRACTICES OF “CRISIS PREGNANCY CENTERS”; DIRECTING THE CITY CLERK TO PROVIDE A COPY OF THIS RESOLUTION TO THE OFFICIALS DESIGNATED IN THIS RESOLUTION

Purchasing Requests ONLY

Dept:

Acct #:

Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

R-2021- Women's Rights to Reproductive Healthcare

RESOLUTION NO. 2021-178

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, URGING THE FLORIDA LEGISLATURE TO TAKE ACTION SAFEGUARDING THE ACCESSIBILITY, AFFORDABILITY AND SAFETY OF REPRODUCTIVE HEALTHCARE AND THE FUNDAMENTAL CONSTITUTIONAL RIGHT TO ABORTION; OPPOSING THE LATEST EFFORTS OF SEVERAL STATES TO SEVERELY LIMIT OR BAN ABORTION; CONDEMNING CERTAIN DECEPTIVE PRACTICES OF “CRISIS PREGNANCY CENTERS”; DIRECTING THE CITY CLERK TO PROVIDE A COPY OF THIS RESOLUTION TO THE OFFICIALS DESIGNATED IN THIS RESOLUTION; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in the 1973 landmark decision, *Roe v. Wade*, 410 US 113 (1971), the United States Supreme Court decided that the Due Process Clause of the 14th Amendment to the US Constitution provides a fundamental “right to privacy” protecting a pregnant person’s liberty to choose whether to have an abortion or not; and the constitutional right to abortion has been affirmed in subsequent Supreme Court cases, including *Planned Parenthood v. Casey*, 505 US 833 (1992) and *Whole Women’s Health v. Hellerstedt*, 579 US 582 (2016); and

WHEREAS, the legalization of abortion in the United States led to safer practices and drastically reduced the incidence of maternal deaths and hospitalizations related to abortion; and

WHEREAS, half of all pregnancies in the United States each year are unintended, and four in ten unintended pregnancies are ended by safe and legal abortions as published in a 2014 article in the American Journal of Public Health; and

WHEREAS, the states that have the strictest laws against safe and legal abortion are in the states in which women suffer from lower levels of education and higher levels of poverty, as well as from a lower ratio of female-male earnings; they also have a lower percentage of women in the legislature and fewer mandates requiring insurance providers to cover minimum hospital stays after childbirth as researched by Jean Reith Schroeder in a 2000 article in the Cornell University Press; and

WHEREAS, women who live in states with policies that support women’s access to healthcare have higher earnings and are more integrated into the workforce than women in other states, and access to reproductive healthcare has been linked to reduced unemployment gaps between jobs; and

WHEREAS, the impact of abortion restrictions is predominantly felt by those who already experience barriers to healthcare, including young people, people of color and those with disabilities, people with low incomes, immigrants of any status, and people who live in rural areas; and every person, regardless of race, gender identity, income level, and immigration status, should have access to the full range of reproductive healthcare, starting before they ever become pregnant and including contraception, abortion, and prenatal and postpartum care; and

WHEREAS, according to a review published in Review in Obstetrics and Gynecology in 2009, each year, about five (5) million women worldwide are hospitalized for complications arising from unsafe, illegal abortions; and

WHEREAS, according to leading public health organizations such as the American College of Obstetricians and gynecologists, the American Medical Association, American Academy of Family Physicians, and the American Osteopathic Association, blocking women's access to legal abortion "jeopardize(s) women's health"; and

WHEREAS, and abortion is one of the safest medical procedures in the United States and experts at the National Academies of Science, Engineering, and Medicine published a study in 2018 confirming that scientific evidence consistently indicates that legal abortions in the United States, including those performed in the second trimester, are extremely safe but medically unnecessary regulations of abortion can diminish the quality of abortion care by contributing to the decline of facilities that provide abortion, needlessly delaying abortion, and making it unnecessarily difficult to access abortion care; and

WHEREAS, a hostile climate for freedom to reproductive healthcare has been created in ten (10) states: Missouri, Kentucky, Ohio, Utah, Arkansas, Louisiana, Mississippi, Alabama, Georgia and Texas, all have passed legislation restricting the right to an abortion at various stages of pregnancy and seven (7) states have banned abortion at six to eight (6-8) weeks, which is the equivalent of a missed menstrual cycle; and

WHEREAS, the law enacted in Texas on May 19, 2021, is the most restrictive anti-abortion laws to date as it threatens an individual's fundamental right to privacy and the right to safe and legal access to abortion; and

WHEREAS, the City Commission of the City of Dania Beach condemns all unconstitutional proposed abortion bans and parental consent bills that may come before the 2022 session of the Florida Legislature; reproductive freedom for all must be protected and expanded in the State of Florida; and

WHEREAS, the City Commission believes every person has the constitutional fundamental right to an abortion and the freedom to access additional reproductive health care services such as contraception, STD/HIV testing and treatment, other OBGYN services, and comprehensive sex education for young people; and

WHEREAS, the City Commission condemns the deceptive practices of the “crisis pregnancy centers” operating in Broward County that pretend to provide comprehensive and medically accurate services; and

WHEREAS, the Florida standard for privacy extends even further than the federal standard, as Article I, Section 23 of the Florida Constitution explicitly provides, in part, that “Every natural person has the right to be let alone and free from governmental intrusion into the person’s private life”;

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 this Resolution.

Section 2. That the City Commission urges the Florida Legislature to safeguard the accessibility, affordability, and safety of reproductive healthcare and the fundamental constitutional right to abortion.

Section 3. That the City condemns the deceptive practices of “crisis pregnancy centers” that pretend to provide comprehensive and medically accurate services.

Section 4. That the City Commission directs the City Clerk to transmit a copy of this Resolution to the Governor of Florida, the President of the Florida Senate, the speaker of the Florida House of Representatives, the Broward County Legislative Delegation and the Broward League of Cities.

Section 5. That this Resolution shall be in full force and take effect immediately upon its passage and adoption.

PASSED AND ADOPTED on November 9, 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

Agenda Request Item

Type of Request: Consent Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)

ADOPT ORDINANCE AMENDING CHAPTER 6, OF THE CITY CODE OF ORDINANCES, WHICH CHAPTER IS ENTITLED "BEACHES, PARKS, WATERWAYS AND RECREATION" AT ARTICLE IV, ENTITLED "REGULATION OF MARINE VEHICLES IN CITY WATERWAYS" BY AMENDING SECTION 6-42(s) ENTITLED "REGULATION OF CITY WATERWAYS" TO CHANGE THE REFERENCE TO FLORIDA STATUTES CHAPTER 371 TO FLORIDA STATUTES 328

Purchasing Requests ONLY

Dept:

Acct #:

Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

Memo - update FS to section 6-42 waterways, O-2021- Amending Ch. 6, Sec. 6-42
Regulation of City Waterways at Subsection 6-42(s), Correcting Reference to Florida Statutes



CITY OF DANIA BEACH CITY ATTORNEY'S OFFICE

MEMORANDUM

DATE: November 9, 2021
TO: The Mayor and City Commission
FROM: Thomas J. Ansbro, City Attorney **Thomas J. Ansbro**
SUBJECT: Amending Section 6.42 of the City Code.

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: 2021.10.18 16:08:36 -0400

The Request

A recommendation is made to update section 6-42 entitled “Regulation of City Waterways” of the City Code of Ordinances to cite to the appropriate Florida Statute Chapter.

Background:

The City of Dania Beach adopted Chapter 6, entitled “Beaches, Parks, Waterways, and Recreation.” The City, in Section 6-42, provides for regulations for the City’s waterways, and the conduct of all persons using them which is required to be consistent with and not in conflict with federal or state regulations; all ordinances of the City regulating the conduct of persons on land shall apply to persons using waterways, insofar as they are applicable. Subsection 6-42(s) of the City Code is proposed to correct a reference to the applicable Chapter of Florida Statutes as follows:

Sec. 6-42. Regulation of city waterways.

* * *

(s) Compliance with State of Florida Rules and Regulations governing the licensing, operation and title certificates of boats. All operators of watercraft are hereby charged with knowledge of and compliance with all established rules and regulations of the State of Florida governing the licensing, operation and title certificates of boats as set forth in Chapter ~~371~~ 328, Florida Statutes.

Chapter 371 of the Florida Statutes is a reserved chapter and does not relate to licensure of vessels. The correct chapter is Chapter 328, entitled ““ Vessels: Title Certificates; Liens; Registration.”

The proposed amendment to the section would correct the chapter reference to Chapter 328.

* * *

Budgetary Impact

There is no budgetary impact from this item.

Recommendation

It is recommended that the City Commission adopt the Ordinance.

TJA/EAB/la

cc: Ana M. Garcia, ICMA-CM, City Manager
Candido Sosa-Cruz, Deputy City Manager
Eleanor Norena, Director, Community Development Department

ORDINANCE NO. 2021-029

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 6, OF THE CITY CODE OF ORDINANCES, WHICH CHAPTER IS ENTITLED “BEACHES, PARKS, WATERWAYS AND RECREATION” AT ARTICLE IV, ENTITLED “REGULATION OF MARINE VEHICLES IN CITY WATERWAYS” BY AMENDING SECTION 6-42(s) ENTITLED “REGULATION OF CITY WATERWAYS” TO CHANGE THE REFERENCE TO FLORIDA STATUTES CHAPTER 371 TO FLORIDA STATUTES 328; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Dania Beach adopted Chapter 6, entitled “Beaches, Parks, Waterways, and Recreation;” and

WHEREAS, the City created Article IV, entitled “Regulation of Marine Vehicles in City Waterways;” and

WHEREAS, the City, at Section 6-42, provides for regulations for the City’s waterways, and the conduct of all persons using them, consistent with and not in conflict with federal or state regulations; all ordinances of the City regulating the conduct of persons on land shall apply to persons using waterways, insofar as they are applicable; and

WHEREAS, at subsection 6-42(s), the City Code provides that “[c]ompliance with state rules and regulations governing the licensing, operation and title certificates of boats; and

WHEREAS, the provision thereafter refers to Florida Statutes Chapter 371, relating to “established rules and regulations of the state governing the licensing, operation and title certificates of boats;” and

WHEREAS, Chapter 371 is a reserved chapter of the Florida Statutes, and the correct chapter of the Florida Statutes to cite is Chapter 328, entitled “ Vessels: Title Certificates; Liens; Registration;”

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

Section 1. That Article IV, entitled “Regulation of City Waterways” of Chapter 6, entitled “Beaches, Parks, Waterways and Recreation”, Section 6-42, “Regulation of city waterways” of the City Code of Ordinances, is amended to read as follows:

CHAPTER 6
BEACHES, PARKS, WATERWAYS, AND RECREATION

* * *

ARTICLE IV – MARINE VEHICLES IN CITY WATERWAYS

* * *

Sec. 6-42. Regulation of city waterways.

* * *

(s) Compliance with State of Florida Rules and Regulations governing the licensing, operation and title certificates of boats. All operators of watercraft are hereby charged with knowledge of and compliance with all established rules and regulations of the State of Florida governing the licensing, operation and title certificates of boats as set forth in Chapter ~~374~~ 328, Florida Statutes.

* * *

Section 2. That if any section, clause, sentence or phrase of this Ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, the holding shall not affect the validity of the remaining portions of this Ordinance.

Section 3. That all ordinances or parts of ordinances in conflict with the provisions of this Ordinance are repealed.

Section 4. That this Ordinance shall be effective immediately at adoption on second reading.

PASSED on first reading on November 9, 2021.

PASSED AND ADOPTED on second reading on _____, 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

Agenda Request Item

Type of Request: Bids and Proposals

Continued from:

Requested Action (Identify appropriate Action or Motion)

TO ADOPT AND APPROVE A RESOLUTION AUTHORIZING THE AWARD OF REQUEST FOR PROPOSALS ("RFP") NO. 21-018, ENTITLED "SECURITY PATROL SERVICES" TO CENTURION SECURITY GROUP, LLC, IN THE AMOUNT OF FIVE HUNDRED SEVENTY THREE THOUSAND FOUR HUNDRED TWENTY SEVEN DOLLARS AND FORTY FOUR CENTS (\$573,427.44) WHICH IS AN AMOUNT THAT WILL EXCEED THE CITY THRESHOLD VENDOR THRESHOLD OF \$25,000.00 FOR THE TERM OF THE CONTRACT

Purchasing Requests ONLY

Dept:

Acct #:

Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

C-MEMO-AWARD-SECURITYSVC-102621rev1 (004) (002).docxx (002) (002) (002) (002).docx11092021 (002), R-2021- Centurion Security Group, LLC Bid Award and Agreement for Citywide Security Services (RFP 21-018), Centurion Security Group, LLC Agreement for Citywide Security Services (RFP 21-018)

DATE: November 9, 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 EXECUTE A CONTRACT FOR RFP No. 21-018 SECURITY PATROL SERVICES WITH CENTURION SECURITY GROUP, LLC

Request

The Public Services Department (PSD) requests the adoption of a resolution authorizing executing "SECURITY PATROL SERVICES" contract to Centurion Security Group, LLC for providing security services for city facilities, including City Hall Public Services complex, and Ocean Park.

Background

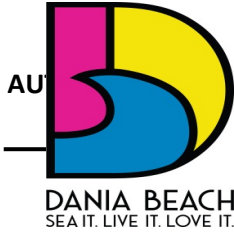
The City requires 24-hour security services at many of its facilities. The current security agreement with Regions Security is on a month-to-month basis, having expired on July 20, 2021. On July 26, 2021, the City issued a Request for Proposals (RFP) 21-018. On August 24, 2021, four (4) responded to the RFP.

A bid committee was formed consisting of the Director of Public Services, the CIP and Grants Administrator, the Facilities Division Manager and the Facilities Foreman met on September 22 and October 7, to review and evaluate the proposals. The Bid Committee ranked the highest qualified firms as follows:

- | | |
|---|------------|
| 1) Centurion Security Group, LLC | 354 points |
| 2) Regions Security Services, Inc. | 332 points |
| 3) Security Alliance, LLC | 322 points |
| 4) Veterans Security Corps of America, Inc. | 322 points |

The Committee ranked four firms and determined the lowest responsible and responsive bidder is Centurion Security Group, LLC for RFP No. 21-018 in the amount of Five Hundred Seventy-Three Thousand Four Hundred Twenty-Seven Dollars and Forty-Four Cents (\$573,427.44).

\continued...



TO APPROVE A CONTRACT FOR RFP NO. 21- 018 SECURITY PATROL SERVICES

SECURITY SERVICES BID - OCT 2021
ANNUAL COST ESTIMATE BASED ON NEW HOURS & RATE

Location - Coverage	Hourly Rate Highest Ranked Firm			ANNUAL HOURS	ANNUAL COST
	Armed \$20.07	Unarmed \$17.86	Weekly Hours		
City Hall - 24 hrs/d - 7d/week	X		168.00	8736.00	\$175,331.52
C. Hall Parking Garage 24 h/7d	X		168.00	8736.00	\$175,331.52
Public Services / Water Trtmt Plant - 16h/7d	X		112.00	5824.00	\$116,887.68
Ocean Park - 14 hrs/d - 7d/week (6pm - 8am)	X		98.00	5096.00	\$102,276.72
TOTAL ANNUAL COST:					\$569,827.44 *
*Excludes golf cart which is quoted at \$286/month or roughly \$3,600 annually					

Budgetary Impact

The annual cost of the contract is based on the submitted response from the successful bidder in the amount of \$573,427.44. Funds will be appropriated from the FY22 budget in General Government Contractual Services Account No. 001-18-00-519-34-10, Parking Enterprise City Center Garage Contractual Services Account No. 404-45-03-545-34-10, Water Plant Contractual Services Account No. 401-33-03-533-34-10, Pier Operation Account No.-405-72-15-572-34-10, and the Beach Parking Facilities Contractual Account No. 404-45-02-545-34-10.

Additional funding is required to fulfill the new security contract with Centurion Security Group, LLC. Therefore, the following accounts will need amending as follows; the General Government Contractual Services Account No. 001-18-00-519-34-10 will need an additional \$131,437, funds to be appropriated from the Reserves Account No. 001-271-00-00, to include an additional \$1,800 for a golf cart. The Parking Enterprise City Center Garage Contractual Services Account No. 404-45-03-545-34-10, requires additional funding in the amount of \$56,811.00 funds to be appropriated for the Parking Fund Reserves 404-276-00-00 in the amount of \$36,811 and as well as from the Parking Contingency Account No. 404-45-02-545-99-10 in the amount of \$20,000.

The Water Plant Contractual Services Account No. 401-33-03-533-34-10 requires an additional \$15,078. Funds will be appropriated from the Water Plant Contingency Account No. 401-33-01-533-99-10, to include an additional \$1,800 for a golf cart. The Pier Operation Account No.-405-72-15-572-34-10 is requiring an additional \$2,277 to be appropriated from the Pier Contingency Account No. 405-72-15-572-99-10.

Recommendation

It is recommended that the City Commission adopt a resolution executing a contract with Centurion Security Group, LLC. in an amount not to exceed \$573,427.44.

\continued...

RESOLUTION NO. 2021-169

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE AWARD OF REQUEST FOR PROPOSALS (“RFP”) NO. 21-018, ENTITLED “SECURITY PATROL SERVICES” TO CENTURION SECURITY GROUP, LLC, IN THE AMOUNT OF FIVE HUNDRED SEVENTY THREE THOUSAND FOUR HUNDRED TWENTY SEVEN DOLLARS AND FORTY FOUR CENTS (\$573,427.44) WHICH IS AN AMOUNT THAT WILL EXCEED THE CITY THRESHOLD VENDOR THRESHOLD OF \$25,000.00 FOR THE TERM OF THE CONTRACT; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Dania Beach has significant and diverse security service requirements, including in its buildings and parks; and

WHEREAS, the current security services contract expired in July 2021 and is currently on a month-to-month basis; and

WHEREAS, the City issued a Request for Proposals (“RFP”) No. 21-018 on July 26, 2021, to select a security contractor to provide services in an amount that will exceed the City’s vendor threshold of \$25,000.00; and

WHEREAS, a mandatory pre-proposal meeting was held on August 2, 2021; and

WHEREAS, a Bid Review Committee (Committee) consisting of the Director of Public Services, the CIP and Grants Administrator, the Facilities Division Manager, and the Facilities Foreman met on September 22, 2021, and October 7, 2021, to review and evaluate four (4) submittals; and

WHEREAS, responses were opened on August 24, 2021, from four firms and the Committee selected the following highest ranked security firms based on their pricing and qualifications:

- | | |
|---|-----------------|
| 1) Centurion Security Group, LLC | 354 points |
| 2) Regions Security Services, Inc. | 332 points |
| 3) Security Alliance, LLC | 322 points |
| 4) Veterans Security Corps of America, Inc. | 322 points; and |

WHEREAS, the Committee ranked firms and determined that the lowest responsible and responsive bidder is Centurion Security Group, LLC in the amount of Five Hundred Seventy-Three Thousand Four Hundred Twenty-Seven Dollars and Forty-Four Cents (\$573,427.44);

SECURITY SERVICES BID - OCT 2021
ANNUAL COST ESTIMATE BASED ON NEW HOURS & RATE

Location - Coverage	Hourly Rate Highest Ranked Firm			ANNUAL HOURS	ANNUAL COST
	Armed \$20.07	Unarmed \$17.86	Weekly Hours		
City Hall - 24 hrs/d - 7d/week	X		168.00	8736.00	\$175,331.52
C. Hall Parking Garage 24 h/7d	X		168.00	8736.00	\$175,331.52
Public Services / Water Trtmt Plant - 16h/7d	X		112.00	5824.00	\$116,887.68
Ocean Park - 14 hrs/d - 7d/week (6pm - 8am)	X		98.00	5096.00	\$102,276.72
TOTAL ANNUAL COST:					\$569,827.44 *
*Excludes golf cart which is quoted at \$286/month or roughly \$3,600 annually					

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 execute an agreement with Centurion Security Group, LLC for “Citywide Security Services”, which agreement is attached as Exhibit “A” and is incorporated by this reference into this Resolution in the amount of Five Hundred Seventy-Three Thousand Four Hundred Twenty-Seven Dollars and Forty-Four Cents (\$573,427.44).

Section 3. That the funds will be appropriated from the FY22 budget in General Government Contractual Services Account No. 001-18-00-519-34-10, Parking Enterprise City Center Garage Contractual Services Account No. 404-45-03-545-34-10, Water Plant Contractual

Services Account No. 401-33-03-533-34-10, Pier Operation Account No.-405-72-15-572-34-10, and the Beach Parking Facilities Contractual Account No. 404-45-02-545-34-10.

Section 4. That the General Government Contractual Services Account No. 001-18-00-519-34-10 needs an additional \$137,437, funds to be appropriated for the Reserves Account No. 001-271-00-00, to include \$1,800 for a golf cart. The Parking Enterprise City Center Garage Contractual Services Account No. 404-45-03-545-34-10, requires additional funding in the amount of \$56,81, funds to be appropriated for the Parking Fund Reserves 404-276-00-00 in the amount of \$36,811 and additionally from the Parking Contingency Account No. 404-45-02-545-99-10 in the amount of \$20,000. The Water Plant Contractual Services Account No. 401-33-03-533-34-10 requires an additional \$15,078, funds to be appropriated from the Water Plant Contingency Account No. 401-33-01-533-99-10, to include \$1,800 for a golf cart. The Pier Operation Account No.-405-72-15-572-34-10 requires an additional \$2,277 to be appropriated from the Pier Contingency Account No. 405-72-15-572-99-10.

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

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

PASSED AND ADOPTED on November 9, 2021.

ATTEST:

THOMAS SCHNEIDER, 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 CENTURION SECURITY GROUP, LLC, A FLORIDA LIMITED LIABILITY COMPANY FOR SERVICES RELATED TO SECURITY PATROL SERVICES AS DESCRIBED WITHIN THE CITY OF DANIA BEACH REQUEST FOR PROPOSALS (“RFP”) NO. 21-018.

This is an Agreement (“Agreement”) dated _____, 2021, between the City of Dania Beach, Florida, a Florida municipal corporation (“City”), with its principal place of business located at 100 West Dania Beach Boulevard, Dania Beach, Florida 33004 and Centurion Security Group, LLC (“Contractor”), a Florida limited liability company with its principal mailing address of 13000 SW 120 Street, Miami, Florida 33186.

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. This Agreement between the Contractor and the City under the City of Dania Beach Invitation to Bid (“ITB”) No. 21-018 effective only upon execution by all parties for a term of one (1) year and the City’s sole option to renew for two (2) 2-year terms. A copy of ITB No. 21-018 and all addendums to it is attached as Exhibit “A” and made a part of and incorporated into this Agreement by this reference and shall be considered as part of this Agreement.
2. The Response to ITB No. 21-018 provided by the Contractor is attached as Exhibit “B” and is incorporated into this Agreement by this reference.
1. That in all other respects, the terms of Exhibit “A” apply to this Agreement.

IN WITNESS OF THE FOREGOING, the parties have set their hand and seal the day and year first written above.

ATTEST:

**CITY OF DANIA BEACH, FLORIDA,
a Florida municipal corporation**

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS

THOMAS J. ANSBRO
CITY ATTORNEY

ANA M. GARCIA, ICMA-CM
CITY MANAGER

WITNESSES:

Signature

PRINT Name

Signature

PRINT Name

CONTRACTOR:

**Centurion Security Group, LLC
a Florida limited liability company**

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 Centurion Security Group, LLC, a Florida limited liability company. He/she is personally known to me or has produced _____ as identification.

My Commission Expires:

Notary Public, State of Florida

Print Name

AGREEMENT BETWEEN THE CITY OF DANIA BEACH, FLORIDA AND CENTURION SECURITY GROUP, LLC, A FLORIDA LIMITED LIABILITY COMPANY FOR SERVICES RELATED TO SECURITY PATROL SERVICES AS DESCRIBED WITHIN THE CITY OF DANIA BEACH REQUEST FOR PROPOSALS (“RFP”) NO. 21-018.

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2. The Response to ITB No. 21-018 provided by the Contractor is attached as Exhibit “B” and is incorporated into this Agreement by this reference.
1. That in all other respects, the terms of Exhibit “A” apply to this Agreement.

IN WITNESS OF THE FOREGOING, the parties have set their hand and seal the day and year first written above.

ATTEST:

**CITY OF DANIA BEACH, FLORIDA,
a Florida municipal corporation**

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS

THOMAS J. ANSBRO
CITY ATTORNEY

ANA M. GARCIA, ICMA-CM
CITY MANAGER

WITNESSES:

Signature

PRINT Name

Signature

PRINT Name

CONTRACTOR:

Centurion Security Group, LLC
a Florida limited liability company

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 Centurion Security Group, LLC, a Florida limited liability company. He/she is personally known to me or has produced _____ as identification.

My Commission Expires:

Notary Public, State of Florida

Print Name :

CITY OF DANIA BEACH, FLORIDA



REQUEST FOR PROPOSALS FOR SECUTIRY PATROL SERVICES

**REQUEST FOR PROPOSALS (“RFP”)
RFP NO. 21-018**

Prepared by:

**City of Dania Beach, Florida
100 West Dania Beach Boulevard
Dania Beach, Florida 33004**

July 26, 2021

CITY OF DANIA BEACH, FLORIDA
REQUEST FOR PROPOSAL FOR
“SECURITY PATROL SERVICES”
City Request for Proposal (“RFP”) No. 21-018

NOTICE TO PROPOSERS

NOTICE IS GIVEN that the City of Dania Beach, Florida (the “City”) will be accepting sealed Proposals from qualified and licensed firms for its “**Security Patrol Services**”, RFP 21-018”.

Documents may be obtained from www.demandstar.com, or from the City Website at www.daniabeachfl.gov. For additional information concerning this proposal, please contact the Procurement Department at procurement@daniabeachfl.gov.

Electronic proposals must be received no later than 10:00 a.m. on Tuesday, August 24, 2021. Proposals will be publicly opened at 1:30 pm. on that same day utilizing RingCentral meeting software. Proposals must be submitted at www.demandstar.com.

The City of Dania Beach reserves the right to reject any and all proposals, with or without cause, to waive any informality in a proposal, to terminate the process or re-advertise and solicit new or additional proposals, and to make awards in the best interest of the City.

MANDATORY PRE-PROPOSAL MEETING

A MANDATORY Pre-Proposal meeting will be held on Monday, August 2, 2021, at 1:00 P.M. using RingCentral meeting software. All Proposers and interested persons are required to attend the meeting, which will outline the Project as described in the Proposal, and provide an opportunity for questions and answers for all interested persons. Any interpretations, clarifications or additional information not disclosed in this Proposal and determined to be necessary by the Owner in response to questions, will be issued by means of addendum or addenda, which addendum or addenda will be posted to the City website, www.daniabeachfl.gov, and www.demandstar.com, for all interested persons identified by the Owner as having received the Proposal Documents. The Proposer is required to check these sites to see if there has been any addendum or addenda posted for this Proposal. Only questions answered and information supplied by means of such addendum or addenda will be considered as binding. Oral interpretations, clarifications or other information will have no legal and binding effect. Proposals from those who have failed to attend will not be opened. Proposers arriving past the indicated time will not be eligible to submit a Proposal. Interested proposers may join this meeting by using this link:
<https://meetings.ringcentral.com/j/1496476280>

PROPOSAL SUBMISSION

Proposals must be submitted electronically via DemandStar, the City's designated electronic bidding system. All bid document files must be clearly labeled **"Security Patrol Services", RFP 21-018"**.

Pursuant to Florida law, all Proposals to this RFP are exempt public records until thirty (30) days after opening, or award of Proposal, whichever is sooner. In the event presentations are necessary, all responders will be required to exit the room during the presentations of the other responders as portions of selection committee meetings at which presentations are made are exempt from Florida's public meeting laws.

Proposals will be publicly opened and read aloud at 1:30 P. M., on the Proposal due date referenced above using RingCentral meeting software, in the presence of the City Clerk or designee on the above stated date and may be joined by utilizing this link: <https://meetings.ringcentral.com/j/1472335092> . Award of Contracts for the Proposals will be made at a subsequent City Commission meeting.

All Proposers are advised that the City has not authorized the use of the City seal by individuals or entities responding to City Proposals.

The City Commission of the City of Dania Beach reserves the right to reject any and all Proposals, to waive any informality in a Proposal and to make an award in the best interests of the City.

Published on: July 26, 2021

1. INSTRUCTION TO PROPOSERS

The following instructions are given for the purpose of guiding Proposers in properly preparing their Proposals. These directions have equal force and weight with the specifications and strict compliance is required with all of these provisions.

1.1 Qualifications of Proposers: No Proposal will be accepted from, nor will any contract be awarded to, any person who is in arrears to the City of Dania Beach, upon any debt or contract, or who has defaulted, as surety or otherwise, upon any obligation to the City, or who is deemed irresponsible or unreliable by the City Commission of Dania Beach. The Proposer must possess at least three (3) years demonstrated experience in proving services sought. The Proposer must have sufficient qualified staff to complete the work in the time required. Minority, women-owned, and labor surplus area businesses and firms are encouraged to submit Proposals.

1.2 Personal Investigation: Proposers shall satisfy themselves by personal investigation and by such other means as they may think necessary or desirable, as to the conditions affecting the proposed work and the cost. No information derived from maps, plans, specifications, or from the City staff or their assistants shall relieve the Contractor from any risk or from fulfilling all terms of the contract. Before submitting a Proposal, each Proposer must visit the site (if applicable to the project) to become familiar with the facilities and equipment that may in any manner affect cost or performance of the work; must consider federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost or performance of the work, must carefully compare the Proposer's observations made during site visits or in review of applicable laws with the Proposal Documents; and must promptly notify the Project Contact person of all conflicts, errors and discrepancies, if any, in the Proposal Documents.

The Proposer, by and through the submission of a Proposal, agrees that Proposer shall be held responsible for having examined the facilities and equipment (if applicable); is familiar with the nature and extent of the work and any local conditions that may affect the work, and is familiar with the equipment, materials, parts and labor required to successfully perform the work.

1.3 Inconsistencies: Any seeming inconsistency between different provisions of specifications, Proposal or contract, or any point requiring explanation must be inquired into by the Proposer, in writing, at least ten (10) days prior to the time set for opening Proposals. After Proposals are opened, the Proposers shall abide by the decision of the City Manager or designee as to such interpretation.

1.4 Omission of Details, Variances and Exceptions. The apparent silence of the requirements as to any detail, or the apparent omission of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail, and that only material and workmanship of the finest quality is to be used. All interpretations of the specifications shall be made on the basis of this statement. Omission of any essential details from these specifications will not relieve the Proposer of supplying such services or product(s) as specified.

For the purpose of evaluation, the Proposer must indicate any variance or exceptions to the stated requirements, no matter how slight. Deviations should be explained in detail. Absence

of variations, corrections or both will be interpreted to mean that the Proposer meets all the requirements in every respect.

- 1.5 Costs and compensation shall be shown in both unit prices and extensions whenever applicable, and expressed in U.S. Dollars. In the event of discrepancies existing between unit prices and extensions or totals, the unit prices shall govern. All costs and compensation shall remain firm and fixed for acceptance for 90 calendar days after the day of the Proposal opening. The Proposal price shall include all franchise fees, royalties, license fees, etc., as well as all costs for transportation or delivery as applicable within the scope of the solicitation.
- 1.6 **Performance Bond and Insurance.** Upon award of a contract, the Successful Proposer, as required within the scope of the solicitation, may be required to submit performance bonds, payment bonds or both. Proposer shall provide certificates of insurance in the manner, form and amount(s) specified.
- 1.7 **Addenda and Interpretations:** No interpretations of the meaning of the plans, specifications or other contract documents will be made orally to any Proposer. Prospective Proposers must request from the City Clerk or City designee such interpretation in writing. To be considered, such request must be received at least ten (10) days prior to the date fixed for the opening of responses. Any and all interpretations and any supplemental instructions will be in the form of a written addenda which, if issued, will be sent by certified mail with return receipt requested, to all prospective Proposers (at the address furnished for such purpose) not later than three (3) days prior to the date fixed for the opening of Proposals. Failure of any Proposer to receive any such addenda or interpretation shall not relieve any Proposer from any obligation under the Proposal as submitted. All addenda so issued shall become a part of the contract document. Contractor shall verify that it has all addenda before submitting a Proposal.
- 1.8 **Non Collusion Affidavit:** Each Proposer shall complete the Non-Collusive Affidavit form and shall submit the form with their Proposal. City considers the failure of the Proposer to submit this document may be cause for rejection of the Proposal.
- 1.9 **Public Entity Crimes:** Each Proposal shall complete the Public Entity Crimes form. In accordance with Florida Statutes §287.133 (2)(a): A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a Proposal on a contract to provide any goods or services to a public entity, may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit Proposals on leases of real property to 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 Florida Statutes §287.017 for Category Two, for a period of 36 months from the date of being placed on the convicted vendor list.
- 1.10 **Conflict of Interest:** The award of any contract under this RFP is subject to the provisions of Chapter 112, Florida Statutes. Proposers must disclose with their Proposal the name of any officer, director, partner, proprietor, associate or agent who is also an officer or employee of City or any of its agencies. Further, all Proposals must disclose the name of any officer or employee of City who owns, directly or indirectly, an interest of five percent (5%) or more in the Proposer's firm or any of its branches or affiliate companies.

- 1.11 **Legal Conditions:** Proposers are expected to familiarize themselves with the provisions of the laws of the United States and State of Florida, and with the provisions in the Charter and the ordinances of the City of Dania Beach.
- 1.12 **Forms and Proposals:** Proposals will be received until August 24, 2021 at 10:00 a.m. EST, by submission to DemandStar. Each Proposal and its accompanying statements must be made on the blanks provided. The forms must be submitted in good order and with all the blanks filled in.
- 1.13 All Proposals must be submitted electronically on DemandStar. The Proposal must be signed by one duly authorized to do so, and in case signed by a deputy or subordinate, the Proposer's principal's properly written authority to such deputy or subordinate must accompany the Proposal. No Proposal will be accepted, for any reason whatsoever, which is not submitted as stated above, within the specified time. Any uncertainty regarding the time a Proposal is received will be resolved against the Proposer.
- 1.14 **Proposal Bond:** A certified check, cashier's check, or bank officer's check, or RFP bond for the sum of TEN THOUSAND DOLLARS (\$10,000.00), made payable to the City of Dania Beach, Florida, or Proposal bid bond in such amount, shall accompany each Proposal as evidence of the good faith and responsibility of the Proposer. The check or bond shall be retained by the City as liquidated damages should the Proposer refuse to or fail to enter into a Contract for the execution of the work embraced in this Proposal, in the event the Proposal of the Proposer is accepted. Retention of such amount shall not be construed as a penalty or forfeiture.

The above bond or check shall be a guarantee that the Proposer will, if necessary, promptly execute a satisfactory Contract and furnish good and sufficient bonds. As soon as a satisfactory Contract has been executed and the bonds furnished and accepted, the check or bond accompanying the Proposal of the successful Proposer will be returned to it. The certified or other checks or bid bonds of the unsuccessful Proposers will be returned to it upon the acceptance of the Proposal of the successful Proposer. If the successful Proposer shall not enter into, execute, and deliver such a Contract and furnish the required bonds within ten (10) days after receiving notice to do so, the certified or other check or bid bond shall immediately become the property of the City of Dania Beach as liquidated damages. Retention of such amount shall not be construed as a penalty or forfeiture.

- 1.15 **Filling in Proposals:** All prices must be written in the Proposal and also stated in words, and all Proposals must fully cover all items for which Proposals are asked and no other. Proposers are required to state the names and places of residence of all persons interested, and if no other person is interested, the Proposer shall distinctly state such fact and shall state that the Proposal is, in all respects, fair and without collusion or fraud. Where more than one person is interested, it is required that all persons interested or their legal representative disclose such fact in writing to the City.
- 1.16 **Proposals Firm for Acceptance:** Proposer warrants, by virtue of proposing, that the Proposal and the prices quoted in the Proposal will be firm for acceptance by the City for a period of ninety (90) days from the date of Proposal opening.
- 1.17 **Withdrawals:** Any Proposer may, without prejudice, withdraw a Proposal at any time prior to

the expiration of the time during which Proposals may be submitted. Such request for withdrawal must be in writing and signed in the same manner and by the same person who signed the Proposal. After expiration of the period for receiving Proposals, no Proposal can be withdrawn, modified, or explained. Should Proposer withdraw its Proposal after expiration of the period for receiving Proposals, its bond shall be retained by the City.

1.18 Causes for Rejection: No Proposal will be canvassed, considered, or accepted which, in the opinion of the City Manager, is informal or unbalanced, or contains inadequate or unreasonable prices for any items; each item must carry its own proportion of the cost as nearly as is practicable. Any alteration, erasure, interlineations, or failure to specify Proposals for all items called for in the schedule shall render the Proposal informal.

1.19 Rejection of Proposals: To the extent permitted by applicable state and federal laws and regulations, City reserves the right to reject any and all Proposals, to waive any and all informalities not involving price, time or changes in the work with the Successful Proposer, and to disregard all nonconforming, non-responsive, unbalanced or conditional Proposals. Proposals will be considered irregular and may be rejected if they show serious omissions, alterations in form, additions not called for, conditions or unauthorized alterations, or irregularities of any kind. The City Commission reserves the right to reject any Proposal if the evidence submitted by the Proposer, or if the investigation of such Proposer, fails to satisfy the City that such Proposer is properly qualified to carry out the obligations and to complete the work contemplated. Any or all Proposals will be rejected, if there is reason to believe that collusion exists among Proposers. A Proposal will be considered irregular and may be rejected, if it shows serious omissions, alterations in form, additions not called for, conditions or unauthorized alternates, or irregularities of any kind. The City of Dania Beach reserves the right to reject any and all Proposals, to waive any and all informalities and irregularities, and to accept or reject all or any part of any Proposal as they deem to be in the best interest of the citizens of the City of Dania Beach, or the City may reject Proposals and re-advertise.

1.20 RFP Protest Procedure: After a Notice of Intent to Award a contract is posted, any actual or prospective manufacturer or distributor claiming to be aggrieved in connection with the pending award of the Contract, or any element of the process leading to the award of the Contract may protest to the City Manager. A protest must be filed by 5:00 P.M. on the third (3rd) Business Day after posting of the Notice of Award (excluding the day that the Notice is posted) or any right to protest is waived. The protest must be in writing, must identify the name and address of the protester, and must include a factual summary of, and the basis for, the protest. Filing shall be considered complete when the written protest, together with an RFP Protest Bond, is both timely received by the City Manager's Office.

An RFP Protest Bond is to compensate the City for the expenses of administering the protest. If the protest is decided in the protester's favor, the entire deposit shall be returned to the protester. If the protest is not decided in the protester's favor, the deposit shall be retained by the City. The deposit shall be in the form of a cashier's check. The amount of the RFP Protest Bond shall be one percent (1%) of the amount of the pending award for which the bidder is protesting, or five thousand dollars (\$5,000.00), whichever is less.

1.21 Protest Committee: The Protest Committee shall have the authority to review, settle, and

resolve all protests. Members of the Protest Committee will be appointed by the City Manager. If the Protest Committee determines that the pending award of a contract or any element of the process leading to the award involved a significant violation of law, applicable rule or regulation, all steps necessary and proper to correct the violation shall be taken. If the Protest Committee determines that the protest has merit, the City Manager shall direct all appropriate steps be taken to remedy it.

In the event of a timely protest, the City Manager shall stay the award of the Contract, unless after consulting with the City Attorney and a representative from the City's Department for which the services are being obtained, the City Manager then determines that the award of the contract is necessary without delay to protect the substantial interests of the City. The continuation of the bid award process under these circumstances shall not preempt or otherwise affect the protest.

- 1.22 **Award of Proposal:** The City Commission will award the Proposal to the most responsible and responsive lowest price Proposer that has at least three (3) years in providing the services sought in this RFP. The Contractor awarded the Proposal must have satisfactory references.
- 1.23 **Agreement:** The Proposer(s) to whom or to which an award is made shall execute a written agreement to do the work in the form attached to this RFP. The award may be canceled by the City Commission and awarded to the next lowest priced responsible and responsive Proposer. If this occurs, such Proposer shall fulfill every stipulation as if it were the original party to whom or to which an award was made. The Agreement will include specific insurance, performance bond, and indemnification requirements as set forth in the attached specifications. Proposers must submit any questions, issues, or concerns with the terms, language or both in the attached Agreement by the deadline for submitting requests for interpretations.
- 1.24 **Payment:** Payment will be made when all work is completed to the satisfaction of the City Manager or designee. Successful Proposer shall submit invoices regularly, for no more than 30-day periods, as work progresses.
- 1.25 **Audit of Contractor's Records:** Upon execution of the Contract, the City reserves the right to conduct any necessary audit of the Contractor's records. Such an audit, or audits, may be conducted by the City or its representatives at any time prior to final payment, or thereafter, for a period up to three (3) years. If an audit has been initiated and audit findings have not been resolved at the end of these three (3) years, the records shall be retained by the City until resolution of audit finding.. The City may also require submittal of the records, at no cost to the City, from the Contractor, any subcontractor, or both. For the purpose of this Section, records shall include all books of account, supporting documents and papers deemed necessary by the City to assure compliance with the Contract provisions.

Failure of the Contractor or subcontractor to comply with these requirements may result in disqualification or suspension from bidding or proposing for future contracts or disapproval as a subcontractor at the option of the City. The Contractor shall assure that a subcontractor will provide access to its records pertaining to the services upon request by the City.
- 1.26 **Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended):** Contractors who apply or submit a Proposal for an award of \$100,000.00 or more shall file the required certification.

Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient.

1.27 **City:** Failure by City to respond to an inquiry shall not excuse late or incomplete submissions.

1.28 **Lobbyists:** Pursuant to Broward County Ordinance 2011-19, Lobbyists, and any of their principals or employers attending such meeting, are required to complete a Contact Log contemporaneously with a lobbyist meeting. City of Dania Beach Code of Ordinances, Article XI, "Lobbyist Regulations," Sections 2-231 through 2-234 requires Lobbyists to register with the City PRIOR to engaging in lobbyist activities within the City. Contact with personnel of the City of Dania Beach other than the City Clerk or designated representative regarding the RFP shall be grounds for elimination and disqualification from the selection process.

2. SUBMISSION OF PROPOSALS

2.1 Proposals must be typed or legibly printed in blue ink. Use of erasable ink is not permitted. All corrections to prices made by the Proposer should be initialed.

2.2 All Proposals shall be submitted in the English language, and pricing expressed in U.S. Dollars.

2.3 Proposals must contain a manual signature of a corporate officer or designee with the proven authority to bind the Proposer. The address and telephone number for any communications regarding the Proposal must be included.

2.4 Proposals shall contain an acknowledgment of receipt of all ~~attach~~

2.5 Proposals by corporations must be executed in the corporation's legal name by the President or other corporate officer, accompanied by evidence of authority to sign. Evidence of authority shall be provided on the enclosed Certified Resolution form, or by the company's own Corporate Resolution.

2.6 Proposals by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature.

2.7 Proposals shall be submitted to the Procurement Division on or before the time indicated in the Request for Proposals by the methods described above. City Clerk's Office staff is not responsible for the premature opening of a Proposal that is not identified.

2.8 In accordance with Florida Statutes, Chapter §119.07(1)(a) and except as may be

provided by other applicable state and federal law, the Request for Proposals and the responses to it are in the public domain. However, Proposers are requested to specifically identify in the submitted Proposal any financial information considered confidential, proprietary or both which may be considered exempt under Florida Statute §119.07(t).

2.9 All Proposals received from Proposers in response to the Request for Proposals will become the property of City and will not be returned. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of City.

2.10 The Proposer preparing a submittal in response to this RFP shall bear all expenses associated with its preparation. The Proposer shall prepare a submittal with the understanding that no claim for reimbursement shall be submitted to the City for the expense of Proposal preparation, presentation, or both.

3. QUALIFICATIONS OF PROPOSALS

3.1 Each Proposer shall complete the Proposal's Qualifications Statement and submit the form with the Proposal. Failure to submit the Proposer's Qualifications Statement and the documents required under it may constitute grounds for rejection of the Proposal.

3.2 As a part of the evaluation process, the City may conduct a background investigation including a criminal record check of Proposer's officers and employees, by the Broward County Sheriff's Office. Proposer's submission of a Proposal constitutes acknowledgement of and consent to such investigation. City shall be the sole judge in determining Proposer's qualifications.

3.3 No Proposal shall be accepted from, nor will any contract be awarded to, any person who is in arrears to City for any debt or contract, or who is a defaulter, as surety or otherwise, of any obligation to City, or who is deemed irresponsible or unreliable by City. City will be the sole judge of such determination. The City reserves the right to make a pre-award inspection of the Proposer's facilities and equipment prior to award of Contract.

3.4 Employees of the Proposer shall at all times be under its sole direction and not an employee or agent of the City. The Proposer shall supply competent and physically capable employees. The City may require the Proposer to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable. Proposer shall be responsible to the City for the acts and omissions of all employees working under its directions.

4. SCOPE OF SERVICES

The City of Dania Beach is soliciting proposals from qualified licensed contractors to provide security patrol services at various locations within the City.

Services shall include:

- Weekly reports as requested or needed by City staff.
- Electronic verification of patrols – all areas
- Minor assistance in customer service.
- Bringing to the attention of the Public Services Director or his designee any maintenance issues on any secured properties.
- Enforce No Dogs policy on Ocean Park parking lot, park, sand and pier. (subject to exceptions for service dogs per policy issued by City)
- Perform policing of areas for litter removal.

Properties for which services are to be provided are as follows:

- City Hall, 100 West Dania Beach Boulevard;
- Paul DeMaio Library, adjacent to City Hall;
- Municipal Parking Garage site, adjacent to City Hall;
- Nyberg-Swanson House (City's Parks and Recreation Administrative Building) located directly across from City Hall on the north side of West Dania Beach Boulevard.
- Ocean Park, including the following five (5) areas: (1) parking lot; (2) and exterior of adjacent structures on the east side; (3) the two public restrooms; (4) the Quarterdeck Restaurant; and (5) the Dania Beach Pier.

Ocean Park Security patrols shall consist of:

- Hourly surveillance cycles of sand areas, sand dune crossover structures, areas around the restroom building and Quarterdeck Restaurant, and parking lot.
- Pier - hourly: full walk-through of the pier until midnight; visual checks from pier gate 12am to 8am
- For effective parking lot patrolling, the assigned employee must be mobile via a motorized vehicle. A golf cart is recommended

Hours:

- Twenty four (24) hours per day Monday through Sunday; and
- Ocean Park: Twelve (12) hours per day Monday through Sunday 6pm to 8am

5. PROPOSAL REQUIREMENTS

5.1 Proposers shall, as a minimum, include the following information with the submittal of its Proposal:

1. Executive Summary

Summarize the business entity, its background, main office(s), and office location that will service this contract. Identify the officers, principals, supervisory staff and key individuals who will be directly involved with the work and their office locations. The executive summary should also summarize the key elements of the proposal.

2. Relevant Experience

Indicate the firm's number of years of experience in providing the professional services as it relates the work contemplated. Provide details of past projects for agencies of similar size and scope, including information on your firm's ability to meet time and budget requirements.

3. Approach

Provide in concise narrative form, your understanding of the City's needs, goals and objectives as they relate to the project, and your overall approach to accomplishing the scope of work. Give an overview on your proposed vision, ideas and methodology. Describe your proposed approach to the work.

The City, at its discretion may allow for time extensions for unforeseen and unexpected delays. Also provide information on your firm's current workload and how this assignment will fit into your workload.

Describe available facilities, technological capabilities and other available resources you offer for the project.

4. References

Provide names, addresses, and telephone numbers of up to five (5) references who are capable of explaining and confirming the firm's capacity to successfully complete the Services sought in this RFP.

5. Pricing

Provide a cost estimate for the Services to be provided based on the Scope of Services and the firm's proposed approach to the project.

5.2 Summary of Documents To Be Submitted With Proposals. The following is a summary of documents required to be submitted for this Proposal. Failure to include a technical Proposal, cost Proposal, Proposal surety (if required below), or any other document that, by its omission, may prejudice the rights of other possible Proposers or respondents, may result in immediate rejection of a Proposal. Other forms or documents which, by their nature do not impact price or the Proposer's cost of doing business should accompany the Proposal; but must be provided within three (3) business days of the City's request to be considered responsive. The Forms are as follows:

Exhibit "A" Proposer's Qualifications

Exhibit "B" Public Entity Crimes Form

Exhibit "C" Non-Collusion Affidavit

Exhibit "D" Drug-Free Workplace Certification

Exhibit "E" Acknowledgement of Addenda

Exhibit “F” References

Exhibit “G” Certification to Accuracy of Proposal

The City reserves the right to request the most recently completed audited financial statement, or other approved documentation to verify financial viability.

6. EVALUATION METHOD AND CRITERIA

Evaluation of the responses will be conducted by an Evaluation Committee composed of City staff, or other persons selected by the City Manager or designee. Proposals shall be evaluated based upon the information and references contained in the responses as submitted. The Evaluation Committee will evaluate all responsive proposals at duly advertised public evaluation meetings in accordance with Florida law. The City reserves the right to award the contract to the Proposer which will best serve the interest of the City.

The scoring of the Proposals by the Evaluation Committee will be based on a point total and not a percentage factor. The Evaluation Committee will evaluate and rank the Proposals received on the basis of the criteria and available points indicated below

CRITERIA	MAXIMUM POINTS
Firm Qualifications Experience in field, workload of current projects	25
Approach Understanding the scope of work, ability to comply with the full scope of work, technical soundness of Proposal	35
Price Proposal Estimated total cost of project	30
References	10

AWARD OF AGREEMENT

Award shall be made by the City to the responsible Proposer whose Proposal is determined to be the most advantageous to the City, taking into consideration price and the evaluation criteria set forth below. The City of Dania Beach reserves the right to accept the Proposal as a whole, or for any component of it if it appears to be in the best interest of the City.

7. PUBLIC RECORDS: :

If selected, the following will apply:

- 7.1 Proposer agrees to keep and maintain public records in Proposer’s possession or control in connection with Proposer’s performance under the Agreement. Proposer additionally agrees to comply specifically with the provisions of Section 119.0701,

Florida Statutes. Proposer shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the City.

- 7.2 Upon request from the City custodian of public records, Proposer shall provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.
- 7.3 Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with the Agreement are and shall remain the property of the City.
- 7.4 Upon completion of the Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Proposer shall be delivered by the Proposer to the City Manager , at no cost to the City, within seven (7) days. All such records stored electronically by Proposer shall be delivered to the City in a format that is compatible with the City's information technology systems. Once the public records have been delivered upon completion or termination of the Agreement, the Proposer shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
- 7.5 Any compensation due to Proposer shall be withheld until all records are received as provided in this RFP.
- 7.6 Proposer's failure or refusal to comply with the provisions of this section shall result in the immediate termination of the Agreement by the City.

7.7 Section 119.0701(2)(a), Florida Statutes

IF THE PROPOSER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROPOSER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, THE PROPOSER MUST CONTACT THE CITY CUSTODIAN OF PUBLIC RECORDS.

Custodian of Records: THOMAS SCHNEIDER, CITY CLERK

**Mailing Address: 100 W. Dania Beach Boulevard
Dania Beach, Florida 33004**

Telephone number: 954-924-9800, Ext. 3623

Email:

tschneider@daniabeachfl.gov

8. INSURANCE REQUIREMENTS

8.1 Proposer agrees to, in the performance of work and services under this Agreement, comply with all federal, state, and local laws and regulations now in effect, or hereinafter enacted during the term of the agreement that are applicable to Proposer, its employees, agents, or subcontractors, if any, with respect to the work and services described in this RFP.

8.2 Proposer shall obtain at Proposer's expense all necessary insurance in such form and amount as required by this Proposal or by the City's Risk Manager before beginning work under the Agreement. Proposer shall maintain such insurance in full force and effect during the life of the Agreement. Proposer shall provide to the City's Risk Manager current certificates of all insurance required under this section prior to beginning any work under the Agreement.

8.3 Proposer shall indemnify and save the City harmless from any damage resulting to it for failure of a Proposer to obtain or maintain such insurance.

8.4 The following are required types and minimum limits of insurance coverage, which the Proposer agrees to maintain during the term of this contract:

The Contractor (the term "Contractor" refers to the successful Proposer in this RFP) shall not commence Work under the Agreement until Contractor has obtained all insurance required in this RFP, and not until such time that the coverages are approved by the Risk Manager of the City. The Contractor shall not allow any employee of Contractor or any Subcontractor to commence Work on any subcontract until the subcontractor and all Coverages required of any subcontractor have been obtained and approved in writing by the Risk Manager of the City. In addition, Contractor shall be responsible for any and all policy deductibles and self-insured retentions.

The following are requirements that must be met regarding the Proposer's delivery of Certificates of Insurance for all coverages required in the Agreement and Proposal Documents:

"Preliminary" certificate means that certificates of insurance verifying all general insurance requirements (as noted below) must be included with a Proposal submittal on the date and time of the Proposal opening.

If the "preliminary" certificates are not included with a Proposal submittal, then the City has the right to consider the submitted Proposal as non-responsive on the date and time of the Proposal opening. "Preliminary" Certificates may be issued without documentation of all "Special Provisions". However, Contractor does understand that all provisions, including "Special Provisions" noted below are expected to be fully documented on or attached to the "Official" Certificates of Insurance as described below.

“Official” Certificates of Insurance must be delivered to the City Clerk’s office and Risk Manager of the City. If the “Official” certificates are not delivered on or before the fourteenth (14th) Business Day after the issuance by the City of the “Notice of Apparent Low Proposal”, then the City has the right to consider the awarded Agreement to the successful Proposer as void and to negotiate a agreement with the next lowest responsive and responsible Proposer.

“Special Provisions”, as referenced below under each type of insurance requirement shall be fully confirmed on or attached to the “Official” certificates.

All Certificates of Insurance must clearly identify the agreement to which they pertain, including a brief description of the subject matter of the agreement. The certificates shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty (30) days’ prior written notice has been given to City. If this coverage is not provided, then Contractor is responsible for such notice to City. Insurance policies for required coverages shall be issued by companies authorized to do business under the laws of the State of Florida and any such companies’ financial ratings must be no less than A-VII in the latest edition of the “BEST’S KEY RATING GUIDE”, published by A.M. Best Guide. In the event that the insurance carrier’s rating shall drop, the insurance carrier shall immediately notify the City in writing.

Coverages shall be in force until all Work required to be performed under the terms of the Agreement, including any applicable warranty period, is satisfactorily completed as evidenced by the formal written acceptance by the City. In the event insurance certificates provided to City indicate that the insurance shall terminate and lapse during the period of the Agreement, including any applicable warranty period, then in that event, the Contractor shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed Certificate of Insurance as proof that equal and like coverages for the balance of the period of the Agreement, including any extension of it, and including any applicable warranty period, is in effect.

THE CONTRACTOR AND ANY SUBCONTRACTOR SHALL NOT PERFORM OR CONTINUE WORK PURSUANT TO THE AGREEMENT, UNLESS ALL COVERAGES REMAIN IN FULL FORCE AND EFFECT. ANY DELAY IN THE WORK CAUSED BY A LAPSE IN COVERAGE SHALL BE NON-EXCUSABLE, SHALL NOT BE GROUNDS FOR A TIME EXTENSION, AND WILL BE SUBJECT TO ANY OTHER APPLICABLE PROVISIONS DESCRIBED IN THE AGREEMENT OR ELSEWHERE IN THE PROPOSAL DOCUMENTS CONCERNING CONTRACTOR DELAY.

The below coverages are minimum limit requirements. Umbrella or Excess Liability policies are acceptable to provide the total required liability limits, as long as the Risk Manager of the City reviews and approves in writing the insurance limits on each of the policies. The City must approve any changes to these specifications and has the right to review and amend coverage requirements. The

Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements. Contractor shall be responsible for any deductible amounts.

Comprehensive General Or Commercial Liability Insurance is to include bodily injury, broad form property damage, products/completed operations, blanket contractual liability, and personal/advertising injury with limits of no less than One Million Dollars (\$1,000,000.00) per occurrence, and Two Million Dollars (\$2,000,000.00) annual aggregate. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability policy, without restrictive endorsements, as filed by the Insurance Services Office.

Special Provisions As To General Liability Insurance: (to be confirmed on or attached to the Official Certificate of Insurance)

Annual Aggregate shall apply "Per Job";

- "The City of Dania Beach, Florida" is added as a named "Additional Insured";
 - Additional Insured status is included for Products completed operations coverage for a period of no less than five (5) years following the completion of the Work;
 - Additional insured coverage shall be no more restrictive than Insurance Services Office (ISO) form CG 2037 (07 04);
 - Contractor's insurance shall be primary and non-contributory;
 - Waiver of Subrogation in favor of the City;
 - 30 Days' Notice of Cancellation or modification to City (if not available on the insurance policies, then Contractor has responsibility for notification); and
 - Copy of Additional Insured Endorsement or other endorsements may be attached to the Certificate.
-
- Workers' Compensation Insurance shall be maintained by Contractor and any subcontractors during the life of the Agreement, including any applicable warranty period(s), and it is to apply to all "statutory employees" of Contractor (as that phrase is defined by Chapter 440, Florida Statutes), in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws, for the benefit of the Contractor, its employees, and Subcontractors. In the case any work is sublet as otherwise addressed in the Agreement or Proposal Documents, the Contractor shall require any Subcontractors similarly to provide Workers' Compensation Insurance for all of the latter's employees, in addition to any coverage afforded by the Contractor, by furnishing statutory limits Part A, and no less than One Million Dollars (\$1,000,000.00) Employers' Liability limits Part B.
-
- In no event shall the Contractor be permitted to utilize in the prosecution of the work, the following: i) any employee, subContractor or subContractor employee who is exempted or purported to be exempt from workers'

compensation insurance coverage; or ii) any employee, subContractor or subContractor employees who will be covered by an employee leasing arrangement.

- Special Provisions As To Workers' Compensation Insurance: (to be confirmed on or attached to the Official Certificate of Insurance)
- 30 Days' Notice of Cancellation or modification to City (if not available on the insurance policies, then Contractor has responsibility for notification); and
- Waiver of Subrogation.
- Business Automobile Liability Insurance shall be maintained, per occurrence with combined single limits for Bodily Injury Liability and Property Damage Liability of no less than One Million Dollars (\$1,000,000.00), to include coverage for owned, hired, and non-owned vehicles. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office.
- Special Provisions As To Automobile Liability Insurance: (to be confirmed on or attached to the Official Certificate of Insurance)
- "The City of Dania Beach" is added as a named "Additional Insured";
- 30 Days' Notice of Cancellation or modification to City (if not available on the insurance policies, then Contractor has responsibility for notification); and Waiver of Subrogation.
- Subcontractor Insurance. Contractor is advised to require all of its subcontractors to provide the aforementioned coverage as well as any other coverages that the Contractor may consider necessary, and any deficiency in the coverages or policy limits of any subcontractors will be the sole responsibility of the Contractor.

9 INDEMNIFICATION

9.1 GENERAL INDEMNIFICATION: Contractor shall, in addition to any other obligation to indemnify the City and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the City, their agents, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), costs arising out of any actual or alleged: a). Bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, or any other damage or loss arising out of or resulting, or claimed to have resulted in whole or in part from any actual or alleged act or omission of the Contractor, any sub-Contractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in the performance of the Work; or b). violation of law, statute, ordinance, governmental administration order, rule,

regulation, or infringement of patent rights by Contractor in the performance of the Work; or c). liens, claims or actions made by the Contractor or any sub-contractor under Workers' Compensation acts; disability benefit acts, other employee benefit acts or any statutory bar. Any cost of expenses, including attorney fees, incurred by the City to enforce this agreement shall be borne by the Contractor. Without limiting the foregoing, any and all such claims, suits, etc., relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation or decree of any court, is included in the indemnity. Successful Proposer further agrees to investigate, handle, respond to, provide defense for, and defend any such claims, etc., at its sole expense and agrees to bear all other related costs and expenses, even if the claim(s) is groundless, false, or fraudulent. Pursuant to Section 725.06, Florida Statutes, the indemnification required by this Section is limited to \$1,000,000.00, which the parties agree bears a reasonable commercial relationship to the Agreement. In case of injury to persons, animals, or property, real or personal, by reason of failure to erect or maintain proper and necessary barricades, safeguards, and signals or by reason of any negligence of any Successful Proposer, or any of the Successful Proposer's agents, servants, or employees during the performance of the work before the estimates have become due under this Agreement, the City may, through its officials, withhold such payments as long as it may deem necessary for the indemnity of the City, provided that the failure to pay the same shall not be construed or considered as a waiver of the indemnity as hereinabove set forth.

- 9.2 The parties recognize that various provisions of this Agreement, including but not necessarily limited to this Section, provide for indemnification by the Contractor and that Section 725.06, Florida Statutes, requires a specific consideration to be given. The parties therefore agree that the sum of Ten Dollars and 00/100 (\$10.00), receipt of which is acknowledged and agreed upon, is the specific consideration for such indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by Contractor. Furthermore, the parties understand and agree that the covenants and representations relating to this indemnification provision shall survive the term of this Agreement and continue in full force and effect as to the party's responsibility to indemnify.
- 9.3 Upon completion of all Services, obligations and duties provided for in the Agreement, or in the event of termination of the Agreement for any reason, the terms and conditions of this provision shall survive indefinitely.
- 9.4 The Contractor shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, reasonable attorney fees (including appellate attorney fees) and costs.
- 9.5 The Successful Proposer shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, reasonable attorney fees (including appellate attorney's fees) and costs. City reserves the right to select its own legal counsel to conduct any defense in

any such proceeding and all costs and fees associated therewith shall be the responsibility of Successful Proposer under the indemnification agreement. Nothing contained in this RFP is intended nor shall it be construed to waive City's rights and immunities under the common law or Florida Statute 768.28 as amended from time to time.

10 INDEPENDENT CONTRACTOR

An Agreement resulting from this solicitation does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the Contractor is an independent contractor under the Agreement and not the City's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law. The Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities under this RFP provided, further that administrative procedures applicable to services rendered under any potential Agreement shall be those of Contractor, which policies of Contractor shall not conflict with City, State, or United States policies, rules or regulations relating to the use of Contractor's funds provided for in this document. The Contractor agrees that it is a separate and independent enterprise from the City, that it had full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. Any potential Agreement shall not be construed as creating any joint employment relationship between the Contractor and the City and the City will not be liable for any obligation incurred by Contractor, including but not limited to unpaid minimum wages, overtime premiums or both.

11 DISBARMENT AND SUSPENSION

Contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension). These regulations restrict awards, sub-awards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II, I; and Chapter IV, 6.d and Appendix C, 2. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530; Chapter IV, 6.d and Appendix C, 2. d. In general, an "excluded" party cannot receive a federal grant award or a contract within the meaning of a "covered transaction," to include sub-awards and subcontracts. This includes parties that receive federal funding indirectly, such as contractors to recipients and sub-recipients. The key to the exclusion is whether there is a "covered transaction," which is

any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the federal government for purposes of the non-procurement common rule and Department of Homeland Security's implementing regulations, it does include some contracts awarded by recipients and sub-recipient.

12 DELIVERIES

Any item requiring delivery by the Proposer or by sub-contractors shall be delivered F.O.B. destination to a specific City address. All delivery costs and charges must be included in the Proposal price. If delivery of an item is required, the City reserves the right to cancel the delivery order(s) or any part of it, without obligation if delivery is not made at the time specified in the Proposal.

13 WARRANTIES

13.1 Successful Proposer warrants to City that the consummation of the work provided for in the Contract documents will not result in the breach of any term or provision of, or constitute a default under any indenture, mortgage, contract, or agreement to which Successful Proposer is a party.

13.2 Successful Proposer warrants to City that it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation, arbitration or other legal or administrative proceedings or investigations of any kind which would have an adverse effect on its ability to perform its obligations under the Contract.

13.3 Successful Proposer warrants to City that it will comply with all applicable federal, state and local laws, regulations and orders in carrying out its obligations under the Contract.

13.4 All warranties made by Successful Proposer together with service warranties and guarantees shall run to City and the successors and assigns of City.

14 COPYRIGHTS OR PATENT RIGHTS

The Proposer warrants that there has been no violation of copyrights or patent rights in manufacturing, producing or selling the goods shipped or ordered, if any, as a result of this Proposal. The seller agrees to hold the City harmless from all liability, loss or expense occasioned by any such violation.

15 SAFETY STANDARDS

The Proposer warrants that the product(s) supplied to the City shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970 as amended, and shall be in compliance with Chapter 442, Florida Statutes as well as any industry standards, if applicable. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).

16 INSPECTION

The City shall have the right to inspect any materials, components, equipment, supplies, services or completed work specified in this RFP. Any of the items not complying with these specifications are subject to rejection at the option of the City. Any items rejected shall be removed from the premises of the City or replaced at the entire expense of the successful Contractor.

17 NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYMENT

During the performance of the Contract, the Contractor and its subcontractors shall not discriminate against any employee or applicant for employment because of race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity and expression, or disability if qualified. The Contractor will take affirmative action to ensure that employees and those of its subcontractors are treated during employment, without regard to their race, color, sex, pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity or expression, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor and its subcontractors shall agree to post in conspicuous places, available to its employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. The Contractor further agrees that it will ensure that all subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

18 MINORITY / WOMEN'S / LABOR SURPLUS FIRMS PARTICIPATION:

The City of Dania Beach, in accordance with the requirements as stated in C.F.R. 200.321 encourages the active participation of minority businesses, women's business enterprises and labor surplus area firms as a part of any subsequent agreement whenever possible. If subcontracts are to be let, through a prime contractor, that contractor is required to take the affirmative steps listed in items (1) through (5) below.

18.1 Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

18.2 Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

18.3 Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

18.4 Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

18.5 Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

19 TAXES: Successful Proposer shall pay all applicable sales, consumer use and other similar taxes required by law.

20 PERMITS, FEES AND NOTICES

Successful Proposer shall secure and pay for all permits and fees, licenses and charges necessary for the proper execution and completion of the work, if applicable. The costs of all permits, fees, licenses and charges shall be included in the Price Proposal except where expressly noted in the specifications.

During the performance of the Contract, there may be times when the Contractor will be required to obtain an Owner permit for such Work, or in connection with the items or services. It is the responsibility of the Contractor to insure that it has the appropriate Owner permits as may become necessary during the performance of the Contract. Any fees related to the Owner required permits in connection with the Contract will be the sole responsibility of the Contractor. Licenses, permits, and fees that may be required by Broward County, state or federal entities are not included in the above list.

21 PERFORMANCE

Failure on the part of the Proposer to comply with the conditions, terms, specifications and requirements of the Proposal shall be just cause for cancellation of the Proposal award. The City may, by written notice to the Proposer, terminate the contract for failure to perform. The date of termination shall be stated in the notice. The City shall be the sole judge of nonperformance.

22 TERMINATION OF CONTRACT

If the successful Proposer fails to provide the Services, or shall in any other manner commit a breach of the contract and fails to remedy the same within five (5) calendar days after written notice from the City, the City may terminate the contract resulting from the RFP without any further notice to the Proposer. City representatives will review the Services periodically to assure that the requirements of the contract are being met. If any portion of the Services are unsatisfactory, the Proposer shall be contacted, and the discrepancies corrected at no additional cost to the City.

23 TERMINATION OF CONTRACT FOR CONVENIENCE

The contract may be terminated for convenience by City upon fifteen (15) days' advance written notice to Proposer (delivered by certified mail, return receipt requested) of intent to terminate and the date on which such termination becomes effective. In such case, the Proposer shall be paid for all acceptable Services performed prior to termination and shall not be entitled to any other costs, fees or payments.

24 TERMINATION OF CONTRACT FOR CAUSE

If, through any cause, the Proposer shall fail to fulfill in a timely and proper manner its obligations under the contract, or if the Proposer shall violate any of the provisions of the contract, the City may upon written notice to the Proposer, terminate the right of the Proposer to proceed under the contract, or as to such part or parts of the contract for which there has been a default, and may hold the Proposer liable for any damages caused to the City by reason of such default and termination. In the event of such default and termination, any completed Services performed by the Proposer under the contract shall, at the option of the City become the City's property and the Proposer shall be entitled to receive equitable compensation for any Services completed to the satisfaction of the City. The Proposer, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the contract by the Proposer, and the City may withhold any payments to the Proposer for the purpose of set-off until such time as the amount of damages due to the City from the Proposer can be determined.

25 SUCCESSORS AND ASSIGNS; ASSIGNMENT; SUBLETTING

The City and Contractor, respectively, will bind themselves, their partners, successors, assigns and legal representatives to the contract. Neither party to the contract shall assign it or sublet it or any portion of it, without the advance written consent of the other.

26 EMPLOYEES OF THE PROPOSER

26.1 Proposers shall only designate employees who are sufficiently skilled to provide the required services specified in the RFP. Any person employed to provide the Services who fails, refuses or neglects to obey the instructions of the City's representative in anything relating to the Services, or who appears to be disorderly, insubordinate, or incompetent shall upon the order of City's representative, be immediately relieved by the Proposer from performing the Services. Any interference with, or any abusive or threatening conduct toward any City representative, City assistants or inspectors by the Proposer, its employees or agents, or any member of the public shall be grounds for the City to terminate the contract and re-let the Services. The Proposer shall furnish all labor, materials, supplies and equipment necessary to properly maintain all Services areas where Services are conducted in an acceptable and safe condition.

26.2 Proposer agrees that it or its officers, if a corporation or other legal entity, shall be held fully responsible, except as otherwise prohibited by law, for all acts of their employees while in their employ.

27 TAXES: The City of Dania Beach is exempt from all federal, state, and local taxes. An exemption certificate will be provided where applicable upon request.

28 LITIGATION

28.1 In addition to any other provision of this RFP, the City may, in its absolute discretion, reject a Proposal if the Proposer, or any officer or director of the Proposer submitting the Proposal, is or has been engaged directly or indirectly in legal action

against the City, its elected or appointed officers, representatives or employees in relation to any matter.

28.2 In determining whether or not to reject a Proposal under this section, the City will consider whether the litigation is likely to affect the Proposer's ability to work with the City, its consultants and representatives and whether the City's experience with the Proposer indicates that there is a risk that the City will incur increased staff and legal costs in the administration of the contract if it is awarded to the Proposer.

28.3 A contract with the successful Proposer will include the following:

GOVERNING LAW; CONSENT TO JURISDICTION. The law of the State of Florida shall govern the contract. The contract is not subject to arbitration. **THE PARTIES EXPRESSLY WAIVE ALL RIGHTS TO TRIAL BY JURY FOR ANY DISPUTES ARISING FROM, OR IN ANY WAY CONNECTED WITH THE CONTRACT. THE PARTIES UNDERSTAND AND AGREE THAT THIS WAIVER IS A MATERIAL CONTRACT TERM.**

28.4 All claims, counterclaims, disputes and other matters in question between City and the Consultant arising out of, relating to or pertaining to the contract, the breach of it, the services of it, or the standard of performance required in it, are to be addressed by resort to non-binding mediation as authorized under the laws and rules of Florida; provided, however, that in the event of any dispute between the parties, the parties agree to first negotiate with each other for a resolution of the matter or matters in dispute and, upon failure of such negotiations to resolve the dispute, the parties shall resort to mediation. If mediation is unsuccessful, any such matter may be determined by litigation in a court of competent jurisdiction in Broward County, Florida, or the Federal District Court of the Southern District of Florida and appropriate appellate courts for such venue and jurisdiction.

29 OTHER GOVERNMENTAL ENTITIES

If a Proposer is awarded a contract as a result of this RFP, Proposer will, if Proposer has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the RFP and resulting contract.

30 UNBALANCED PROPOSAL PRICING

When a unit price proposed has variable or estimated quantities, and the Proposal shows evidence of unbalanced Proposal pricing, such Proposal may be rejected.

31 INFORMATION REQUESTS AFTER DUE DATE

Pursuant to Florida Statutes Section 119.071 sealed Proposals or Proposals received by an agency pursuant to Invitations to Proposal or requests for Proposals are exempt from the provisions of subsection (1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of a decision or intended decision pursuant to F.S. §119.071(1) (b) (2), or within 30 days after Proposal/Proposal opening, whichever is earlier.

32 BUDGETARY CONSTRAINTS

In the event the City is required to reduce contract costs due to budgetary constraints, all Services specified in this document may be subject to a permanent or temporary reduction in budget. In such an event, the total cost for the affected service shall be reduced as required. The Contractor shall also be provided with a minimum 30-day notice prior to any such reduction in budget.

33 CONTINGENT FEES PROHIBITED

The Proposer must warrant that it has not employed or retained a company or person, other than a bona fide employee, contractor or subcontractor, working in its employ, to solicit or secure a contract with the City, and that it has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee, contractor or sub-contractor, working in its employ, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of a contract with the City.

34 CONE OF SILENCE

Definitions: “Cone of Silence,” as used in this ITB, means a prohibition on any communication regarding a particular Request for Proposal (“RFP”), Request for Qualification (“ITB”) or bid, between:

a potential vendor, service provider, proposer, bidder, lobbyist, or consultant, and:

a City Commission member, City’s professional staff including, but not limited to, the City Manager and her staff, or any member of the City’s Evaluation Committee.

Restriction; Notice: A Cone of Silence shall be imposed upon this ITB upon the advertisement of the ITB. At the time of imposition of the Cone of Silence, the City Manager or designee shall provide for public notice of the Cone of Silence by posting a notice at the City Hall. The City Manager shall issue a written notice as to the Cone of Silence to the affected departments, file a copy of such notice with the City Clerk, with a copy to each City Commissioner, and shall include in any public solicitation for goods or services a statement disclosing the requirements of this section.

Termination of Cone of Silence: The Cone of Silence shall terminate at the beginning of the City Commission meeting (whether a regular or special meeting) at which the City Manager makes her written recommendation of award to the City Commission. However, if the City Commission refers the City Manager’s recommendation back to the City Manager or staff for further review, the Cone of Silence shall be re-imposed until such time as the City Manager makes a subsequent written recommendation.

Exceptions to Applicability: The provisions of this section shall not apply to:

Oral communications at pre-bid conferences;

Oral presentations before the Evaluation Committee;

Public presentations made to the City Commission members during any duly noticed public

meeting;

Communications regarding the ITB between a potential vendor, service provider, proposer, bidder, lobbyist or consultant and the City's Procurement and Contract Services Agent or City employee designated as responsible for administering the procurement process for the ITB, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document;

Communications with the City Attorney and his staff;

Duly noticed site visits to determine the competency of a Proposer regarding the ITB during the time period between the opening of Proposals and the time the City Manager makes a written recommendation;

Any emergency procurement of goods or services pursuant to City Code;

Responses to the City's request for clarification or additional information;

Contract negotiations during any duly noticed public meeting;

Communications to enable City staff to seek and obtain industry comment or perform market research, provided all related communications between a potential vendor, service provider, proposer, bidder, lobbyist, or consultant and any member of the City's professional staff including, but not limited to, the City Manager and staff are in writing or are made at a duly noticed public meeting.

Penalties: Violation of this section by a particular Proposer shall render any ITB award or contract to the Proposer voidable by the City Commission or City Manager. Any person who violates a provision of this section may be prohibited from serving on a City selection or evaluation committee. In addition to any other penalty provided in this ITB, violation of any provision of this section by a City employee may subject the employee to disciplinary action.

Please contact the City Attorney for any questions concerning "Cone of Silence" compliance.

EXHIBIT "A"

PROPOSER'S QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made below:

	Check One
Submitted By: _____	☐ Corporation
Name: _____	☐ Partnership
Address: _____	☐ Individual
City, State, Zip _____	☐ Other (describe)
Telephone No. _____	
Fax No. _____	
Email _____	

State the true, exact, correct and complete name of the partnership, corporation, trade or other name under which you do business and the address of the place of business.

The full legal name of the Proposer is:

The address of the principal place of business is:

1. If Proposer is a corporation, answer the following:

Date of Incorporation: _____

State of Incorporation: _____

President's name: _____

Vice President's name: _____

Secretary's name: _____

Treasurer's name: _____

Name and address of Resident Agent: _____

2. If Proposer is an individual or a partnership, answer the following:

Date of organization: _____

Name, address and ownership percentage units of all partners:

State whether general or limited partnership and confirm it is registered to do business in Florida: _____

3. If Proposer is other than an individual, corporation or partnership, describe the organization and give the names and addresses of principals:

4. If Proposer is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

5. How many years has your organization been in business under its present business name? _____

a) Under what other former names has your organization operated?

6. Indicate registration, license numbers or certificate numbers for the businesses or professions, which are the subject of this RFP. Please attach certificate of competency and state registration.

7. Have you personally reviewed the requirements for the proposed services?

☐ YES ☐ NO

8. Do you have a complete set of documents, including drawings and addenda?

☐ YES ☐ NO

9. Did you attend the Pre-Proposal Conference if any such conference was held?

☐ YES ☐ NO

10. Have you ever failed to complete any work awarded to you? If so, state when, where and why:

11. State the names, telephone numbers and last known addresses of three (3) owners, individuals or representatives of owners with the most knowledge of services which you have performed and to which you refer (government owners are preferred as references).

Name	Address	Telephone

12. List the pertinent experience of the key individuals of your organization (continue with an additional sheet, if necessary).

13. State the name and title of the individual who will have responsibility relating to the services:

14. State the name and address of attorney or law firm, if any, for the business of the Proposer:

15. State the names and addresses of all businesses and individuals who own an interest of more than five percent (5%) of the Proposer's business and indicate the percentage owned of each such business:

16. State the names, addresses and the type of business of all firms that are partially or wholly owned by Proposer:

17. State the name of the Surety Company which will be providing the bond, and name and address of agent:

18. Bank References:

Bank	Address	Telephone

19. Attach a financial statement including Proposer's latest balance sheet and income statement showing the following items:

- a) Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials, real estate, stocks and bonds, equipment, furniture and fixtures, inventory and prepaid expenses)
- b) Net Fixed Assets
- c) Other Assets
- d) Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries, real estate encumbrances and accrued payroll taxes)
- e) Other Liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus, and retained earnings).

20. State the name of the firm preparing the financial statement and its date:

21 Is this financial statement for the identical organization named on page one?

☐ YES ☐ NO

22. If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidary).

The Proposer acknowledges and understands that the information contained in response to this Qualification Statement shall be relied upon by the City in awarding a contract and such information is warranted by Proposer to be true. The discovery of any omission or misstatement that materially affects the Proposer's qualifications to perform under the contract shall cause the City to reject the proposal, and if after the award, to cancel and terminate the award, contract or both.

Signature

Print Name

Title

Date

STATE OF _____)

COUNTY OF _____)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared ☐ physical presence or ☐ online notarization, on _____ as _____, of _____, an organization authorized to do business in the State of Florida, and acknowledged and executed the foregoing Statement as the proper official of _____ for the use and purposes mentioned in it and affixed the official seal of the entity, and that the instrument is the act and deed of that entity. He/she is personally known to me or has produced _____ as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this _____ day of _____, 2021.

Notary Seal

Signature of Notary Public

Printed Name of Notary Public

EXHIBIT "B"

**CITY OF DANIA BEACH, FLORIDA
SWORN STATEMENT UNDER §287.133(3)(A), FLORIDA STATUTES
PUBLIC ENTITY CRIMES**

(This form must be signed in the presence of a Notary Public or other officer authorized to administer oaths.)

1. This sworn statement is submitted with Request for Proposals, City RFP No.: 21-018

2. This sworn statement is submitted by: _____
(PRINT Name of entity submitting sworn statement)

its business address is: _____

Federal Identification Number
(FEIN) is: _____
(if applicable)

Social Security Number: _____
(if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement)

3. My name is: _____
(PRINT Name of individual signing this document)

and my relationship to the entity is: _____
(President, General Partner, etc. as applicable)

4. I understand that a "public entity crime" as defined in §287.133(1)(g), Florida Statutes means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that to be "convicted" or "conviction" as defined in §287.133(1)(b), Florida Statutes, means a finding of guilt and conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere (also known as a plea of "No Contest").

6. I understand that an "affiliate" as defined in §287.133(1)(a), Florida Statutes means:
- (a) A predecessor or successor of a person or a corporation convicted of a public entity crime; or
 - (b) An entity under the control of any natural person who is active in the management of the entity and which has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima-facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a "person" as defined in §287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)
- 1. _____ Neither the entity submitting the sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.
 - 2. _____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989 and (Please now indicate which additional statement below applies):
 - A. _____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order)

B. _____ The person or affiliate was placed on the convicted list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order)

C. _____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Florida Department of General Services)

Signature (of person whose **Printed** Name
first appears above)

Date

STATE OF _____

COUNTY OF _____

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared ☐ physical presence or ☐ online notarization, on _____ as _____, of _____, an organization authorized to do business in the State of Florida, and acknowledged and executed the foregoing statement as the proper official of _____ for the use and purposes mentioned in it and affixed the official seal of the entity, and that the instrument is the act and deed of that entity. He/she is personally known to me or has produced _____ as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this _____ day of _____, 2021.

Notary Seal

Signature of Notary Public

Printed Name of Notary Public

EXHIBIT "C"

NON-COLLUSION AFFIDAVIT

The undersigned Proposer has not divulged, discussed or compared his/her/its Response with any other Proposer, and has not colluded with any other Proposer or party to this Request for Proposals whatsoever.

Signature of Proposer

PRINT Name of Proposer

Title

_____, 2021
Date

STATE OF _____

COUNTY OF _____

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared ☐ physical presence or ☐ online notarization, on _____ as _____, of _____, an organization authorized to do business in the State of Florida, and acknowledged and executed the foregoing statement as the proper official of _____ for the use and purposes mentioned in it and affixed the official seal of the entity, and that the instrument is the act and deed of that entity. He/she is personally known to me or has produced _____ as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this _____ day of _____, 2021.

Notary Seal

Signature of Notary Public

Printed Name of Notary Public

EXHIBIT "D"

DRUG-FREE WORKPLACE CERTIFICATION FORM

Whenever two (2) or more bids/proposals, which are equal with respect to price, quality, and service, are received by the CITY OF DANIA BEACH for the procurement of commodities or contractual services, a bid/proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of controlled substances is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in number (1).
4. In the statement specified in number (1), notify the employees that as a condition for working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction on or plea of guilty or no contest to any violation of Chapter 893, Florida Statutes or of any controlled substance law of the United States or any singular state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

This Certification is submitted by _____ the
(PRINT Name of Authorized Agent)

_____ of _____

(Title)

(Proposer Name)

who does certify that said Company has implemented a drug-free workplace program, which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

Date

Signature

EXHIBIT “E”

ACKNOWLEDGMENT OF ADDENDA

The Proposer acknowledges the receipt of the following addenda issued by the City and incorporated into and made part of the RFP. In the event the Proposer fails to include any such addenda in the table below, submission of this form shall constitute acknowledgment of receipt of all addenda, whether or not received by the Proposer.

ADDENDUM NUMBER	DATE RECEIVED	PRINT NAME	TITLE	SIGNATURE (BLUE INK ONLY)

EXHIBIT “F”

REFERENCE LIST

FIVE (5) MUNICIPALITIES FOR WHICH PROPOSER PERFORMED SIMILAR SERVICES WITHIN THE PAST THREE (3) YEARS

The following is a list of at least five (5) references from municipalities for which Proposer provided similar services to those sought in this RFP in the past three (3) years:

1. Name of Entity for which services were performed: _____
Brief Description of Scope of Services: _____
Amount of Contract Award: _____
Status of Contract: _____
Contact Name: _____
Telephone Number: _____
2. Name of Entity for which services were performed: _____
Brief Description of Scope of Services: _____
Amount of Contract Award: _____
Status of Contract: _____
Contact Name: _____
Telephone Number: _____
3. Name of Entity for which services were performed: _____
Brief Description of Scope of Services: _____
Amount of Contract Award: _____
Status of Contract: _____
Contact Name: _____
Telephone Number: _____
4. Name of Entity for which services were performed: _____
Brief Description of Scope of Services: _____
Amount of Contract Award: _____
Status of Contract: _____
Contact Name: _____
Telephone Number: _____
5. Name of Entity for which services were performed: _____
Brief Description of Scope of Services: _____
Amount of Contract Award: _____
Status of Contract: _____
Contact Name: _____
Telephone Number: _____

EXHIBIT “G”

CERTIFICATION TO ACCURACY OF PROPOSAL

The Proposer, by executing this form, certifies and attests that all forms, affidavits and documents related to the document that it has enclosed in the Proposal in support of its Proposal are true and accurate. Failure by the Proposer to attest to the truth and accuracy of such forms, affidavits and documents shall result in the Proposal being deemed non-responsive and such Proposal will not be considered.

By submitting a response to do the work, the Proposer certifies that a careful review of the RFP has taken place and that the Proposer is fully informed and understands the requirements of the RFP and the expected Agreement and the quality and quantity of services to be performed.

The undersigned individual, being duly sworn, deposes and says that:

- A. He/She is _____ of _____, the Proposer that has submitted the attached Proposal;
- B. He/She is fully informed respecting the preparation and contents of the attached Proposal and of all forms, affidavits and documents submitted in support of such Proposal;
- C. All forms, affidavits and documents submitted in support of this Proposal and included in this Proposal are true and accurate;
- D. No information that should have been included in such forms, affidavits and documents has been omitted; and
- E. No information that is included in such forms, affidavits or documents is false or misleading.

EXHIBIT "G"
CERTIFICATION TO ACCURACY OF PROPOSAL
(continued)

Signature (Blue ink only)

Print Name

Title

Date

STATE OF _____)

COUNTY OF _____)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared ☐ physical presence or ☐ online notarization, on _____ as _____, of _____, an organization authorized to do business in the State of Florida, and acknowledged and executed the foregoing Statement as the proper official of _____ for the use and purposes mentioned in it and affixed the official seal of the entity, and that the instrument is the act and deed of that entity. He/she is personally known to me or has produced _____ as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this _____ day of _____, 2021.

Notary Seal

Signature of Notary Public

Printed Name of Notary Public

PROPOSAL for SECURITY PATROL SERVICES RFP #21-018

Submitted to:

**City of Dania Beach
Procurement Department**

100 West Dania Beach Boulevard
Dania Beach, Florida 33004

Due Date: August 24, 2021

Security Patrols for Various Locations within the City of Dania Beach



Offered by:

Centurion Security Group, LLC

13000 SW 120th Street
Miami, FL 33186

Proposal Contact:

Edward A. Heflin, President

EHeflin@CenturionSecurityGroup.com

Office: (800) 800-9151, Ext. 4101



TRANSMITTAL LETTER

August 24, 2021

City of Dania Beach
100 West Dania Beach Boulevard
Dania Beach, Florida 33004

Reference: RFP #21-018 –Security Patrol Services

Attention: Procurement Department

Specializing in the delivery of advanced security solutions, Centurion Security Group, LLC (Centurion Security), as a Florida-based woman- and veteran-owned Small Business, proposes to provide the City of Dania Beach, Florida with Security Patrol Services at various locations within the City of Dania Beach.

For more than 10 years, Centurion Security has been providing foot and mobile roving security services for state, municipal, and commercial facilities. As a company, we are uniquely suited for this contract with both management and personnel extremely capable of servicing various locations throughout the City. Supported by a fully staffed local dispatch center, we will maintain continuous communications with the City's assigned points of contact and Police Departments for each of the assigned properties.

Based on our experience providing security guard services for the State of Florida, Miami-Dade Water & Sewer Department, and many commercial clients, our management team will leverage our professional training capacity, pool of security guard resources, supervisors, and project managers to provide an exceptional quality of service to the City's locations. In addition, we have the capacity to provide contingent services and cover surge operations on short notice when required (for example, natural or man-made events/disasters and heightened security threats).

Throughout the contract period, the City will receive the benefit of Centurion Security having over decade of experience as a Security Patrol Services provider to government and commercial facilities, both armed and unarmed, with the following expertise specifically related to this contract:

- **Foundation** – Established in 2010, Centurion Security Group, with a Central Dispatch Center in Miami, brings together an extremely experienced team of former military security, law enforcement, and security guard personnel.
- **Licensed Security Officers** – Highly qualified Class "D" Security Officers, K9 Units, Rapid Response Unit, and Valet & Concierge Services.
- **Security Personnel Recruitment** – Especially adept at screening, recruiting, and hiring experienced security guards who are well trained, reliable, alert, and attentive.
- **Experienced Security Officers** – Superior safety and security services include armed/unarmed officers, roving patrols, access control, and traffic enforcement officers experienced in providing first class hospitality while ensuring the safety of the City's personnel and property.
- **Enhanced Training** – Beyond basic training, all Centurion Security officers receive post



specific training to enhance their ability to respond and react to emergency situations.

In this proposal, we express our firm commitment to deliver timely performance with fully responsive support for the City of Dania Beach's Security Patrol Services program. We believe our submittal demonstrates that we have the required capabilities and that, as an experienced supplier of advanced security solutions, Centurion Security brings to the City a breadth of knowledge ranging from security personnel to smart cameras, tracking devices, video recorders, vehicles, and remote viewing, thereby ensuring secure and comprehensive security regardless of location.

As President and authorized signatory on behalf of the Centurion Security team, I am pleased to submit the enclosed offer and am prepared to provide an oral presentation and any additional information required in support of this effort.

Sincerely,

Edward Heflin, President

Centurion Security Group, LLC

13000 SW 120th Street

Miami, FL 33186

(888) 800-9151, Ext. 4101

eheflin@centurionsecuritygroup.com

DUNS: 02-407-7811

EIN: 27-2991319

State Certified:

Small Business Enterprise (SBE)

Woman-Owned Small Business (WOSB)

Veteran-Owned Small Business (VOSB)

Classification Codes:

905-68 – Security Screening Services, Personnel

990-46 – Guard and Security Services

990-67 – Patrol Services

990-78 – Security Services, Hazardous Waste Site

COMPLIANCE STATEMENTS

Terms and Conditions: Centurion Security Group, LLC (Centurion Security) agrees and will comply with all RFP requirements for the scope of work, terms and conditions, and all federal, state, and local government laws and regulations without exception.

Moreover, through the submission of a Proposal, Centurion Security agrees and will take responsibility for having examined the facilities and equipment (if applicable); and become familiar with the nature and extent of the work and any local conditions that may affect the work, as well as with the equipment, materials, parts and labor required to successfully perform the work.

Proposal Bond: Centurion Security has provided a proposal bid bond with this bid for the sum of TEN THOUSAND DOLLARS (\$10,000) made payable to the City of Dania Beach, Florida

Offer Period: Centurion Security warrants, by virtue of submitting this proposal, that the services and prices quoted will be firm for acceptance by the City for a period of ninety (90) days from the date of Proposal opening.

Minority- and Woman-Owned Small Business: Centurion Security confirms and acknowledges that it is a certified minority- and woman-owned small business (M/WOSB).



Site Visit – Examination of Facilities: Centurion Security confirms that by submission of this proposal, it has participated in a site visit and examined the facilities and equipment; is familiar with the nature and extent of the work and any local conditions that may affect the work, and is familiar with the equipment, materials, parts, and labor required to successfully perform the work.

Conflict of Interest: Neither Centurion Security nor any officer, director, partner, proprietor, associate, or agent who is also an officer or employee of the City owns or directly has an interest in Centurion Security Group, LLC in any way.

Performance Bond: Centurion Security understands and agrees that upon award of a contract, as required within the scope of the solicitation, may be required to submit performance bonds, payment bonds, or both.

Insurance Coverages: Centurion Security has provided with this proposal a copy of our current certificate of insurance and will modify if necessary to meet the provisions, special provisions, and required amounts prior to beginning work under the Agreement as specified by the City's Risk Manager. (See Attachment 3: Accord – Certificate of Insurance.)

Interested Parties: Centurion Security understands that it is are required to state the names and places of residence of all persons interested and has provided such information which includes exclusively the company's owners (see Section 1.2 below) and that no other person(s) is interested, and therefore this Proposal is submitted in all respects, fair and without collusion or fraud.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended): (See Attachment 8: Certification Regarding Lobbying)

Financial Statements: Centurion Security will comply and acknowledges that the City reserves the right to request the most recently completed audited financial statement, or other approved documentation to verify financial viability. (See Attachment 4: 2020 Financial Statements)

Acknowledgment of Addenda: Centurion Security acknowledges the receipt of Addendum #1, #2, and #3.



PROPOSAL BOND

In compliance with the City's requirement for a Proposal Bond and as evidence of our good faith and responsibility, Centurion Security Group has delivered to the City a cashier's check in the sum of TEN THOUSAND DOLLARS (\$10,000.00), made payable to the City of Dania Beach, Florida with a copy provided below:

	REGIONS	CASHIER'S CHECK	61-1/620	5505931958
		08/18/2021		
		Centurion Security Group, LLC / Purchaser / Purchased For		
TEN THOUSAND DOLLARS AND 00 CENTS				
PAY TO THE ORDER OF: City of Dania Beach REF# 21-018				
Regions Bank		 Authorized Signature		\$10,000.00  Security Features Details on Back
Branch FL06298 CC026298				
⑈5505931958⑈ ⑆062000019⑆ 0000742651⑈				



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TAB 1

EXECUTIVE SUMMARY



1.0 EXECUTIVE SUMMARY

1.1 BUSINESS ENTITY

Primary Headquarters: Centurion Security Group, LLC (Centurion Security) maintains its main headquarters office in Miami, Florida at:

Centurion Security Group, LLC
13000 SW 120th Street
Miami, FL 33186
Office: (800) 800-9151, ext. 4101
Fax: (866) 247-7637



Centurion Security is incorporate in Florida and has been since 2010 and our headquarters location is managed under license with the State of Florida Business Registration – SUNBiz.org.

Central Dispatch Center: With a central administrative office and Central Dispatch Center, Centurion Security's standard office hours are 8 a.m. to 5 p.m. Monday through Friday Eastern Time for administration, accounting, and weekday operations and will remain so during the term of this Contract. In addition, our Central Dispatch Center has two (2) dispatchers per shift and is open and available 24/7/365 for ongoing interactions with the City of Dania at City Hall, Paul DeMario Library, Municipal Parking Garage, Nyberg-Swanson House, Water Treatment Plant/Public Services Administrative building, and Ocean Park and adjacent structures for any Security Patrol-related issues.

1.2 OFFICERS, PRINCIPALS, SUPERVISORY STAFF, & KEY PERSONNEL

Principal Owners – Primary Points of Contact: Working from our Miami headquarters, the following senior executives will be the key contacts for financial, operational, and administrative issues during the contract period. *The following officers confirm that there are no non-officer persons interested in this proposal which is, in all respects, fair and without collusion or fraud.*

Edward A. Heflin
President
eheflin@centurionsecuritygroup.com
Office: (800) 800-9151, ext. 4101 or (305) 964-7651
Cell: (305) 975-5585

Marie A. Heflin
Chief Executive Officer
mortega@centurionsecuritygroup.com
Office: (800) 800-9151 or (305) 964-7651
Cell: (305) 303-3525

Key Personnel: To manage and supervise the security team assigned to provide private security services for the City of Dania, Centurion Security will assign an Account Manager, Supervisor, and Site Supervisors. The Supervisory positions specifically assigned to this contract include Jason Lacurara and Talhan Chartier. They will provide overall supervisory services as depicted in the organizational chart (*see Section 3.3.2*) and our overall Staffing Plan (*see Section 3.3*). Our local Site Supervisors will work from locations in or near the City of Dania.



1.3 KEY ELEMENTS OF THE PROPOSAL

Experience & Qualifications: Founded in 2010, Centurion Security, a minority- and veteran-owned certified Florida-based limited liability corporation and Small Business Enterprise (SBE), has successfully provided trusted armed and unarmed security guard services throughout the State of Florida with the addition of scalable technology solutions that help clients address risk-based decisions.

Centurion Security is an established Miami-Dade County business providing Security Guard Services under a Florida certified Security Agency license and operated by retired Military Law Enforcement and Special Operations, Miami Dade Police, and High Value Asset Recovery Specialist personnel. Our security officers are all Class D or G licensed, experienced, and trained in all aspects of the services required.

Currently, with 228 employees of diverse backgrounds, we have both the qualifications and expertise seldom found with security service providers. Whether it is traditional armed and unarmed security or hybrid advanced guard and technology solutions, Centurion Security will provide the City of Dania with the management, supervision, security officers, and technological edge that makes a difference.

Our client base includes both public agencies and commercial clients. Current government clients include:

- Miami-Dade County Water & Sewer Department – Providing armed and unarmed security services, access control, and patrols.
- State of Florida, Division of Emergency Management, at a dozen locations including:
 - Four colleges/universities,
 - Raymond James Stadium,
 - Gateway Mall, and
 - Other facilities around the City – Providing access controls, foot and vehicle patrols, responsible for critical infrastructure, and traffic control as needed.

Scope of Work Approach: Centurion Security proposes to provide security patrols for the City of Dania's owned and managed facilities mentioned above. We also understand that additional services may be required from time to time at other City properties or events.

Moreover, Centurion Security will provide all personnel, equipment, and vehicles necessary to ensure full coverage at all locations with redundant backup of qualified personnel in the event of an emergency surge or loss of employees. We emphasize hourly surveillance, investigations, activities verification, written reports, security consultation directed toward analyzing potential security concerns, and developing recommendations to deal with those concerns.

Centurion Security's officers will patrol the properties on foot and/or golf cart day and night to enforce City laws, rules, and regulations; monitor tenant properties and belongings; and enforce parking regulations where requested. Observed violations and infractions will be corrected, documented to the supervisor of the property, and, if necessary, reported to the local police authority. Recommendations will also be made to the City based on our experience to identify potential or ongoing issues observed at the patrolled and surrounding locations in order to mitigate the potential for future problems and to improve the security of these properties.



TAB 2

EXPERIENCE & QUALIFICATIONS



2.0 EXPERIENCE & QUALIFICATIONS

2.1 COMPANY OVERVIEW

2.1.1 EXPERIENCE & CORPORATE STRUCTURE

Since its founding in 2010, Centurion Security Group, LLC (Centurion Security), a minority- and veteran-owned certified Florida-based limited liability corporation and Small Business Enterprise (SBE), has successfully provided trusted armed and unarmed security guard services and scalable technology solutions that help clients address risk-based decisions. When clients are faced with complex security challenges, our team of highly trained security consultants provide advisory expertise, security guard personnel, complete security resource solutions, burglary protection services, and a complete range of software and technological security support systems.

As an established Miami-Dade County business providing Security Guard Services under a Florida certified Security Agency license, Centurion Security is owned and operated by retired Military Law Enforcement and Special Operations, Miami Dade Police, and High Value Asset Recovery Specialist personnel.

Mission: Centurion Security strives to be recognized as the most impactful and responsive provider of contract security services in every market we serve. We accomplish this mission by recruiting, training, and retaining the best possible people and empowering them to deliver *Legendary Service* to every customer and at every interaction using cutting edge technologies.

Centurion Security's Core Values: Our core values serve as the foundation of our business model and define the way we treat our employees and conduct business with our valued clients—we instill these values throughout the organization by:

- *Working with quality people; both clients and employees.*

Key Benefits for the City of Dania Beach

Foundation – Established and licensed in Florida and based in Miami, Centurion Security brings together decades of experience in military security, law enforcement, and security services under a Class B Security Agency business license.

Business Classifications – As a certified SBE, Centurion Security Group, LLC is Women and Minority/Veteran-Owned and Operated.

Qualified Management – Especially adept at screening, recruiting, and hiring experienced security guard personnel who are Class D unarmed licensed, well trained, dependable, alert, and attentive.

Central Dispatch Center – Centurion Security owns, operates, and maintains a twenty-four hour (24/7/365) self-sustained Dispatch Communications Center (DCC).

Experienced Security Officers – Superior safety and security services include armed/unarmed officers, roving patrols, access control, and traffic enforcement officers experienced in supplying first class hospitality while ensuring the safety of personnel and property.

Enhanced Training – Beyond basic training, all Centurion Security guards/officers receive post specific training from high-level trainers to enhance their ability to respond and react to any situation.



- *Doing what is right for our clients and our people will be right for Centurion Security.*
- *Analyzing every business process to consistently improve quality and efficiencies.*
- *Tracking our services through proven metrics.*
- *Training our employees to be winners.*
- *Understanding each client's culture and match our people to support it.*
- *Delivering "Legendary Service" at every interaction, so we never lose a customer based on poor service.*
- *Delivering real, tangible value to our employees, customers, and shareholders—all of whom are critical to our success.*



2.1.2 SIZE OF THE FIRM

With an extensive background providing security related services to both public and private sectors, currently with 228 employees of diverse backgrounds, we have both the qualifications and expertise seldom found with security guard service providers. Whether it is traditional armed and unarmed security or hybrid advanced guard and technology solutions, Centurion Security will provide the City of Dania Beach with the management, supervision, security officers, and technological edge that makes a difference.

Our business model is based on creating and delivering operational excellence to each and every location by selecting the right people and training them to exceed customer expectations. In this proposal we offer both licensed personnel and electronic security services, which meet all of the scope of services requirements of this contract.

2.2.3 CONTACT INFORMATION

Corporate Office

13000 SW 120th Street
Miami, FL 33186

Phone: (800) 800-9151, ext. 4101
Fax: (866) 247-7637



Principal Owners – Primary Points of Contact: The following management personnel will be the key contacts for financial, operational, and administrative issues throughout the contract period:

Principal/Primary Point of Contact	
Name:	Edward A. Heflin, President
Email Address:	EHeflin@CenturionSecurityGroup.com
Office/Cell Number:	800-800-9151 or 305-964-7651 305-975-5585
Principal/Secondary Point of Contact	
Name:	Marie A. Heflin-EL, COO
Email Address:	MOrtega@CenturionSecurityGroup.com
Office/Cell Number:	800-800-9150 or 305-964-7651 305-303-3525



2.1.4 LICENSES/CERTIFICATIONS/CREDENTIALS AND QUALIFICATIONS

Centurion Security holds the following licenses:

Class B License #: 1000166 (Maria A. Ortega, COO); *Class G License #:* G1303672; *Class D License #:* D1210151; and *Class W License #:* WX1327565

The Local Business Tax Receipt below identifies certification as a 213 Guard Patrol Agency.

Local Business Tax Receipt
Miami-Dade County, State of Florida
-THIS IS NOT A BILL - DO NOT PAY

LBT

EXPIRES SEPTEMBER 30, 2021
Must be displayed at place of business
Pursuant to County Code
Chapter 8A - Art. 9 & 10

BUSINESS NAME/LOCATION
CENTURION SECURITY GROUP LLC
13000 SW 120TH ST
MIAMI FL 33186

RECEIPT NO.
7100704

OWNER
CENTURION SECURITY GROUP LLC

SEC. TYPE OF BUSINESS
213 GUARD PATROL AGENCY
B1000166

PAYMENT RECEIVED BY TAX COLLECTOR
\$75.00 07/17/2020
CREDITCARD-20-055923

Employee(s) 3

This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.

The RECEIPT NO. above must be displayed on all commercial vehicles - Miami-Dade Code Sec 8a-276.

For more information, visit www.miamidade.gov/taxcollector

In addition, included is our current State of Florida Security Agency License (No. B1000166).

FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES
NICOLE "NIKKI" FRIED
COMMISSIONER
DIVISION OF LICENSING

01/09/19
DATE ISSUED

02/03/22
DATE OF EXPIRATION

B 1000166
LICENSE NUMBER

CENTURION SECURITY GROUP, LLC
13000 SW 120 ST
MIAMI, FL 33186

ORTEGA, MARIA A, PRESIDENT
ORTEGA, MARIA A, VICE PRESIDENT

THE SECURITY AGENCY NAMED ABOVE IS LICENSED AND REGULATED UNDER THE PROVISIONS OF
CHAPTER 493, FLORIDA STATUTES.

nicole fried
NICOLE "NIKKI" FRIED
COMMISSIONER



2.1.5 STATE OF FLORIDA BUSINESS REGISTRATION

Centurion Security Group, Inc. is incorporate in Florida with a headquarters location managed under license with the **State of Florida Business Registration – SUNBiz.org** (see below):

 DIVISION of CORPORATIONS <i>an official State of Florida website</i>	
Department of State / Division of Corporations / Search Records / Search by Entity Name /	
Detail by Entity Name	
Florida Limited Liability Company CENTURION SECURITY GROUP, LLC	
Filing Information	
Document Number	L10000069439
FEI/EIN Number	27-2991319
Date Filed	06/29/2010
State	FL
Status	ACTIVE
Last Event	LC STMT OF RA/RO CHG
Event Date Filed	10/07/2019
Event Effective Date	NONE
Principal Address	
13000 SW 120TH STREET MIAMI, FL 33186	
Changed: 02/22/2018	
Mailing Address	
13000 SW 120th Street Miami, FL 33186	
Changed: 03/18/2020	
Registered Agent Name & Address	
HEFLIN-EL, MARIE A 13000 SW 120TH STREET MIAMI, FL 33186	
Name Changed: 03/18/2020	
Address Changed: 10/07/2019	



<u>Authorized Person(s) Detail</u>	
Name & Address	
Title MGRM, COO	
HEFLIN-EL, MARIE A	
2020	Detail by Entity Name
13000 SW 120th Street Miami, FL 33186	
Title MGRM, PRESIDENT	
HEFLIN-EL, EDWARD A, Jr. 13000 SW 120th Street Miami, FL 33186	
<u>Annual Reports</u>	
Report Year	Filed Date
2018	03/30/2018
2019	04/16/2019
2020	03/18/2020

2.2 SECURITY GUARD SERVICES EXPERIENCE – PUBLIC & PRIVATE

Florida-Based Contracts: Specializing in the delivery of advanced security guard services for more than ten (10) years, Centurion Security provides high-level security solutions throughout the State of Florida serving a variety of customers, both government and commercial.

The following projects include government and commercial clients in Florida for whom Centurion Security has provided Security Guard Services for a minimum of three (3) years prior to this proposal date which are similar in scope to that required by the City of Dania Beach:

- *Project #1:* Miami-Dade County Water & Sewer Department – Miami, FL
- *Project #2:* State of Florida – Statewide Security Guard Services, FL
- *Project #3:* (HUD) Glorieta Gardens Apartments – Opa-Locka, FL
- *Project #4:* Millennium Housing Management – Multiple Locations
- *Project #5:* Millennium Housing Management – Riviera Beach, FL
- *Project #6:* Millennium Housing Management – Orlando, FL
- *Project #7:* Millennium Housing Management, Opa-Locka, FL
- *Project #8 & 9:* Executive Bank – Miami and City National Bank – Miami Beach, FL
- *Project #10:* West Kendall Toyota – Miami, FL

The work performed by Centurion Security at each location includes access control, foot & vehicle patrols, and foot or vehicle traffic management at each location. Each location houses



and utilizes millions of dollars of equipment and supplies. Some locations are COVID vaccination sites, which house tens of millions of dollars in equipment and serums.

Several contract profiles are provided below:

2.2.1 CONTRACT #1: MIAMI-DADE COUNTY WATER & SEWER DEPARTMENT

Armed/Unarmed Security Guard Services – Various Locations	
<i>Client Information:</i>	Miami-Dade County Water & Sewer Dept. 3071 SW 38 th Avenue Miami, Florida, 33146 
<i>Scope of Work:</i>	Providing armed/unarmed security services, access control, patrols
<i>Degree of Public Contact:</i>	Medium
<i>Location and Hours Contracted per Week:</i>	Total Hours = 2,754 Various Locations (22) throughout Miami = 2,754
<i>Total Dollar Value of Contract:</i>	\$3,500,000+ Annually
<i>Contract Period:</i>	From <u>2017</u> to <u>Present</u>
<i>Contact Person (Phone & Email):</i>	Mr. Aubrey J. Johnson (786) 552-8458 Aubrey.Johnson@miamidade.gov
<i>Prime Contractor or Subcontractor:</i>	Prime/Joint contractor (Centurion/Feick Partnership)
<i>Results of Project:</i>	Ongoing and very successful with complete satisfaction. Minimum staff turnover—Less than 2%

2.2.2 CONTRACT #2: STATE OF FLORIDA, DIVISION OF EMERGENCY MANAGEMENT

Armed Security Guard Services – Multiple Locations	
<i>Client Information:</i>	State of Florida, Division of Emergency Management – Multiple Locations
<i>Scope of Work:</i>	Services provided at each location include access control, foot/vehicle patrols. We are assigned to restrict access and conduct 100% ID checks at each location. We are responsible for critical infrastructure, tens of millions of dollars in equipment and supplies, and safety of the government representatives. Additionally, we are assigned to monitor and control traffic on an as needed basis when police are not available.



<i>Degree of Public Contact:</i>	High
<i>Location and Hours Contracted per Week:</i>	Total hours = 2,835 • 347 Don Shula Dr., Miami Gardens, FL = 336 hours • 7000 Miramar Parkway, Miramar, FL = 336 hours • 3700 NW 11th Place, Lauderhill, FL = 336 hours • 380 Bahman Ave., Opa-locka, FL = 336 hours • 900 N Flamingo Rd., Pembroke Pines, FL = 336 hours • 755 E. Waters Ave., Tampa FL 33604 = 168 hours • Gateway Mall – 5200 Norwood Ave., Jacksonville FL 32208 = 168 hours • Orlando - Valencia College, 1800 S. Kirkman Rd. Orlando FL 32811 = 168 hours • Miami-Dade -Wolfson College Campus, 300 NE 2nd Ave. Miami 33132 = 168 hours • Miami-Dade College, N. Campus 1380 NW 27th Ave., Miami FL 33154 = 168 hours • Florida A&M University – 1800 Wahnish Way, Tallahassee FL 32307 = 63 hours • Raymond James Stadium – 4201 N. Himes Ave, Tampa FL 33607 – 252hours
<i>Total Dollar Value of Contract:</i>	\$9,656,010 Annually
<i>Contract Period:</i>	From <u>2020</u> to <u>Present</u>
<i>Contact Person and Phone No:</i>	Tylor Cheney - 850-545-4047 Taylor.Cheney@em.myflorida.com Jason Alvero - 720-530-4545 JLalvero@gmail.com Cherice Howell - 863-370-7472 CHowell0411@gmail.com Joseph Glenn - 561-573-0449 GJoseph63@gmail.com
<i>Prime Contractor or Subcontractor:</i>	Prime/sole contractor
<i>Results of Project:</i>	Ongoing with satisfaction. Minimal staff turnover—Less than 3%



2.2.3 CONTRACT #3: GLORIETA GARDENS APARTMENTS (HUD)

Armed/Unarmed Security Guard Services	
<i>Client Information:</i>	Glorieta Gardens Apartments 13210 Alexandria Dr. Opa-Locka, FL 33054
<i>Scope of Work:</i>	Provide armed & unarmed security, access control, and patrol.
<i>Degree of Public Contact:</i>	High
<i>Location and Hours Contracted per Week:</i>	Total hours = 672 HUD (13180 Port Said Road) = 672
<i>Total Dollar Value of Contract:</i>	\$669,177+
<i>Contract Period:</i>	From <u>2015</u> to <u>Present</u>
<i>Contact Person and Phone No:</i>	Signe Williamson Office: (704) 465-8074 Cell: (443) 465-3577 SWilliamson@msiemail.net
<i>Prime Contractor or Subcontractor:</i>	Prime/sole contractor
<i>Results of Project:</i>	Past & ongoing and very successful. Moderate staff turnover—Less than 4%-6%

2.2.4 CONTRACT #4: MILLENNIUM HOUSING MGMT – MULTIPLE LOCATIONS

Unarmed Security Guard Services	
<i>Client Information:</i>	Millennium Housing Management Multiple Locations
<i>Scope of Work:</i>	Provide unarmed security services, gated access control, and patrol.
<i>Degree of Public Contact:</i>	High
<i>Location and Hours Contracted per Week:</i>	Total hours = 1,344+
<i>Total Dollar Value of Contract:</i>	Total annual dollar value of all accounts: \$3,444,833.60+
<i>Contract Period:</i>	From <u>2016</u> to <u>2018</u>



<i>Contact Person and Phone No:</i>	Rita Mooney, Vice President 216-236-0409/440-225-3983 (No longer with the Company) Tom Strausborger, Security Director 260-414-6735 tstrausboger@mhmlltd.com
<i>Prime Contractor or Subcontractor:</i>	Prime/sole contractor
<i>Results of Project:</i>	Completed with satisfaction.

2.2.5 CONTRACT #5: MILLENNIUM HOUSING MANAGEMENT – RIVIERA BEACH

Unarmed Security Guard Services	
<i>Client Information:</i>	Millennium Housing Management 1555 Dr. Martin Luther King Jr. Blvd. Riviera Beach, FL 33404
<i>Scope of Work:</i>	Provide unarmed security, gated access control, and patrol.
<i>Degree of Public Contact:</i>	High
<i>Location and Hours Contracted per Week:</i>	Total hours = 1,006+
<i>Total Dollar Value of Contract:</i>	\$1,041,008.80
<i>Contract Period:</i>	From <u>2016</u> to <u>2018</u>
<i>Contact Person and Phone No:</i>	Rita Mooney 216-236-0409 /440-225-3983 (No longer with the company.) Tom Strausborger, Security Director 260-414-6735 tstrausboger@mhmlltd.com
<i>Prime Contractor or Sub:</i>	Prime/sole contractor
<i>Results of Project:</i>	Completed with satisfaction. Centurion Security terminated contract over lack of timely payments.



2.2.6 CONTRACT #6: MILLENNIUM HOUSING MANAGEMENT - ORLANDO

Unarmed Security Guard Services	
<i>Client Information:</i>	Millennium Housing Management 1488 Mercy Drive, Orlando, FL
<i>Scope of Work:</i>	Provide unarmed security, gated access control, and patrol.
<i>Degree of Public Contact:</i>	High
<i>Location and Hours Contracted per Week:</i>	Total hours = 1,344+
<i>Total Dollar Value of Contract:</i>	\$1,362,816+
<i>Contract Period:</i>	From <u>2016</u> to <u>2018</u>
<i>Contact Person and Phone No:</i>	Rita Mooney 216-236-0409 /440-225-3983 (No longer with the company.) Tom Strausborger, Security Director 260-414-6735 tstrausboger@mhmlltd.com
<i>Prime Contractor or Subcontractor:</i>	Prime/sole contractor
<i>Results of Project:</i>	Completed with satisfaction. Contract terminated over lack of timely payments.

2.2.7 CONTRACT #7: MILLENNIUM HOUSING MANAGEMENT - OPALOCKA

Unarmed Security Services at Cordoba Courts	
<i>Client Information:</i>	Millennium Housing Management 13875 NW 22 nd Ave., Opa Locka FL 33054
<i>Scope of Work:</i>	Provide unarmed security services, gated access control, and patrol.
<i>Degree of Public Contact:</i>	High
<i>Location and Hours Contracted per Week:</i>	Total hours = 1,006+
<i>Total Dollar Value of Contract:</i>	\$1,041,008.80
<i>Contract Period:</i>	From <u>2016</u> to <u>2018</u>
<i>Contact Person and Phone No:</i>	Rita Mooney 216-236-0409 /440-225-3983 (No longer with the company.)



	Tom Strausborger, Security Director 260-414-6735 tstrausboger@mhmlltd.com
<i>Prime Contractor or Subcontractor:</i>	Prime/sole contractor
<i>Results of Project:</i>	Completed with satisfaction.

2.3 QUALIFICATIONS

2.3.1 CENTURION SECURITY GROUP SECURITY GUARD SERVICES CAPACITY

Centurion Security and its principals proposing to manage this project on behalf of the City of Dania Beach are currently and successfully managing similar security services for both city and State agencies at numerous locations in Florida. Similarly, over the past ten years, Centurion Security have successfully provided security guard services for private sector clients over the past ten years. See Section 2.2 for details of these contracts and locations.

Over the past decade, Centurion Security has solidified its ability to quickly expand as needed to take on additional responsibilities and bring on qualified and licensed personnel, obtain the necessary equipment, and maintain the financial capacity to manage the contract requirements.

2.3.2 PUBLIC ENTITY EXPERIENCE

Centurion Security brings over a decade of experience to the City of Dania Beach Security Patrol Services having provided high-level security solutions throughout the State of Florida serving a variety of customers, both government and commercial.

See Section 2.2 above for descriptions of projects that include government clients in Florida for whom Centurion Security has provided Security Services similar to the City of Dania Beach scope of work. These include:

- Miami-Dade County Water & Sewer Department – Miami, Florida
- State of Florida – Statewide Security Guard Services, Florida

See also Section 5.0 - References for contact information related to these public entities.

Summary of Centurion Security Group Qualifications

- Established in Florida in 2010.
- Management has over 200 years of combined Military, Law Enforcement, and Security Experience.
- Team of Florida Class D unarmed licensed/trained Officers fully literate in English.
- Maintains local Florida offices in Miami, Boca Raton, and Orlando.
- American Women/Minority/Veteran-owned and operated.
- Managed by experienced military, law enforcement, and investigative personnel.
- Private non-publicly traded company.
- Florida State Certified Small Business Enterprise (SBE).



- Technology Division:
 - Access Control technology
 - Virtual Guard System
 - Real-time video recording of each officer (ProxiCam)
 - Drone patrols (aerial, sea, & land)
 - CCTV (24/7 live monitoring)
 - Intrusion Detection System
- K-9 Services available.
- Heavy recruitment of former law enforcement, military, and experience security personnel.

2.3.3 CENTURION SECURITY GROUP SECURITY OFFICER QUALIFICATIONS

Under this contract, Centurion Security will provide the City of Dania Beach with qualified, experienced, and licensed Security Guard Services in compliance with all terms, conditions, and specifications described within the scope of services in the RFP Scope of Work.

In addition to the assigned City locations, security services will be maintained at other facilities if requested and for any special events or emergency situations on an as needed basis. Centurion Security has the ability to provide any level of security officers required and cover the necessary hours, shifts, and routes.

Security Officer Qualifications: Centurion Security will assign only personnel who have been vetted, background checked to ensure that they meet the following qualifications:

- U.S. citizen or have a valid resident alien status
- Have a valid State of Florida Class D Security License
- Have a valid Transportation Workers Identification Card (TWIC) or be able to obtain one
- Literate in the English language (read, write, speak, understand, and can effectively communicate during all circumstances (many of our security officers also speak Spanish)
- Have a high school diploma or equivalent or higher
- Have professional deportment, appearance, and conduct expected as public servants
- Completed Centurion Security's comprehensive security guard training program:
 - Technique and patrol
 - First aid including CPR and safety
 - Public relations
 - Proper use of telephones, radio, and report forms

Site Orientation Training: All In addition to the required training for this contract, security personnel assigned to the City's premises under this Contract will take a mandatory Classroom Site Orientation Training consisting of the following:

- A review of Post Orders
- General and specific orders of the facility
- Policy and specific procedures for responding to the following incidents:
 - Emergency alarms
 - Bomb threats & Incendiary devices
 - Disturbances & Suspicious persons



- Procedures for access control
- Operation of security systems within the facility
- National or regional threats
- Review of Use of Force Policy
- Review of FL law governing the Use of Force

Supervisor Training & Development: All supervisory personnel are provided with 16, but never less than 8 hours of in-service classroom training per year in the following areas:

- Supervisory responsibilities
- Training skill development
- Leadership development
- Authority and control
- Effective communication
- Handling complaints and grievances
- Management skills for supervisory personnel
- Time management, motivation, and ethics
- How to maintain effective professional relationships
- Vicarious liability and supervision (specific to City requirements)
- Report writing (specific to City requirements)



Our Director of Operations and Project Manager, Mr. Alexandros Arakas, who is a certified police and security instructor, as well as adjunct faculty at various accredited colleges and universities, conducts our training.



TAB 3

TECHNICAL APPROACH

SCOPE OF WORK



3.0 TECHNICAL APPROACH – SCOPE OF WORK

3.1 APPROACH AND METHODOLOGY

Within 10 days of contract award, Centurion Security’s Project Manager will conduct a kick-off meeting to discuss the scope of work to be performed. Next, we will initiate a consultation with the incumbent vendor and establish a transition plan including interviews to qualify existing personnel. Once all required personnel are selected and hired, their files will be submitted to the City.

Each Security Guard will undergo Centurion Security’s onboard training and any other training required by this contract prior to being assigned to a facility. This pre-assignment training will include an on-site review of the premises and the requirements of the contract and SLA. Lesson plans outlining Centurion Security’s training courses together with training records of employees will be provided to the City’s Contract Manager upon request and when any updates are added to our training curriculum.

During the transition period Centurion Security’s supervisors and security guard staff will shadow the incumbent personnel at each facility to become familiar with the site location, relevant issues, and past experiences related to the provision of security services required under this contract. As a result, Centurion Security staff will obtain comprehensive knowledge of the location, key deliverables, and unique aspects of each location and, therefore, enhance their preparedness and ability to effectively deliver security services.

3.1.1 CITY’S NEEDS, GOALS, & OBJECTIVES FOR SECURITY PATROL SERVICES

To meet the City’s needs, goals, and objectives, Centurion Security, as an experienced and licensed security contractor*, proposes to provide both armed and unarmed private security officers for the City of Dania Beach’s owned and leased properties which may include, but are not limited to City Hall, Paul DeMaio Library, Municipal Parking Garage (adjacent to City Hall), Nyberg-Swanson House (City’s Parks and Recreation Administrative Building), Water Treatment Plant/Public Services Administrative Building, and Ocean Park (including parking lot, exterior of adjacent structures on the east side, two public restrooms, the Quarterdeck Restaurant, and the Dania Beach Pier).

Moreover, Centurion Security will provide all personnel, equipment, and vehicles necessary to ensure full coverage at all locations with redundant backup of qualified personnel in the event of an emergency surge or loss of employees. We emphasize on hourly surveillance, investigations, activities verification, written reports, security consultation directed toward analyzing potential security concerns, and developing recommendations to deal with those concerns.

**See Exhibit A: Proposer’s Qualification Statement*

3.1.2 APPROACH TO ACCOMPLISHING THE SCOPE OF WORK

Centurion Security’s mission is to deliver “Legendary Service” at every level and every interaction, so we never lose a customer based on inadequate performance or service. *(See Attachment 5: Capability Statement – Delivering Legendary Service.)*

Centurion Security is currently providing similar security services which demonstrates our ability to ensure a smooth transition in the allocation of resources, i.e., the financing, personnel,



equipment, etc., essential to this contract. During the contract transition period as the incumbent contractor transitions out and Centurion Security transitions in to take over Security Guard Services, we propose the following schedule. Based on the start date, Centurion Security proposes the following steps with a specific schedule agreed upon to guarantee an uninterrupted implementation.

- Project #1: Miami-Dade County Water & Sewer Dept. – Miami, FL – 3,600 Hrs. weekly
- Project #2: State of Florida – Statewide Security Guard Service - Orlando, Tallahassee, Tampa, Broward, Miami-Dade, Jacksonville, FL – 4,368 Hours weekly
- Project #3: (HUD) Gloriette Gardens Apartments – Opa-Locka, FL – 672 Hours weekly
- Project #4: Millennium Housing Management – Riviera Beach, FL – 1,008 Hrs. weekly
- Project #5: Millennium Housing Management – Orlando, FL – 1,400 Hours weekly
- Project #6: Millennium Housing Management, Opa-Locka, FL – 1,008 Hours weekly
- Project #7: Executive Bank – Miami Beach, Doral, Kendall, FL – 210 Hours weekly
- Project #8: West Kendall Toyota – Miami, FL – 126 Hours weekly
- Project #9: City National Bank – Coral Gables, Brickell, FL – 378 Hours weekly
- Project #10: ECI Construction – Multiple Locations, FL – 672 Hours weekly
- Project #11: Homestead City Courthouse – 100 hours weekly
- Project #12: Miami-Dade College – Wolfson Campus– 2,400 hours weekly
- Project #13: Florida Department of Health Center – West Perrine, Fl – 195 Hrs. Weekly
- Project #14: Florida Governor Emergency EPA Phosphate Plant – Piney Point, FL – 336HoursWeekly.

Total weekly hours provided during the past three (3) years: 16,473 Hours Weekly.

Dispatch Monitoring Centers: Beyond Centurion's onboard training, all Centurion Security officers receive post specific training and live scenario interaction and training with both of our dispatch centers and our duty dispatchers to enhance their ability to respond and react to routine and emergency situations.

For clarification, Centurion has 2 Dispatch Monitoring Centers with 2 officers per shift at each center. Each center has one (1) dispatcher to monitor and conduct remote camera monitoring and surveillance operations, and one (1) dispatcher to manage officer & supervisor tracking, patrols, and dispatching Security Officers, Rapid Response Officers, Team Leaders, and Supervisors as needed and when immediate action is required at any post location.

Cross Training Coverage:
Centurion Security's Field supervisors, Road



Dispatch Monitoring Center



Supervisors, Emergency Response Security Guards (6 armed and 4 unarmed), and part time On-Call Security Officers are cross trained for other post sites to ensure proper coverage is met when needed. Our Management Team will work with all post site-managers to form Post Orders that include instructions and procedures that security staff members must sign and agree to comply with.

Centurion Security Group is a top tier security company that incorporates modern hybrid technologies and boots on the ground personnel in order to manage and maintain smooth and efficient security operations across multiple government agencies, counties, and city municipalities within the State of Florida. We are more advanced, focused, and able to address security related issues much faster and accurately than most of our larger competitors.

Tracking/Real-Time Monitoring: Centurion understands that "Time is always of the essence," and we pride ourselves in not wasting time. We have the ability in most cases to see and hear real-time situations as they unfold. This provides Centurion Security with a distinct advantage when managing important and delicate situations. From tracking foot and vehicle patrols in real-time with our web-based TrackTIK database, to live-remote camera monitoring and surveillance, Solar Camera systems, and a variety of Access Control systems all managed "in-house."

Centurion is a company that is suited and able to meet all of your needs.

3.1.3 SECURITY GUARD RESPONSIBILITIES

Centurion Security is well equipped to satisfy all of the requirements for this contract at all City locations in accordance with the scope of services. As a Florida-based security company, we will have access to all of the resources necessary (security guard personnel and equipment) to service all aspects of the contract. Additionally, both the experience and training of our personnel enable us to offer the highest quality security guards whose vigilance will protect the City's critical facilities, personnel, and visitors. As such, Centurion Security will provide the resources necessary to initiate, manage, and execute the contract requirements and warrants that all services and requests will be performed in a timely and professional manner.

During critical high alert situations, our security guards will use their skills and training in a team approach while leveraging their use of monitoring, screening, and surveillance devices. In addition, when assessing and confronting situations and individuals, we will work in close coordination with local police and other security authorities when necessary.

Centurion Security recognizes that by engaging contracted Security Patrol Services, it is the City's intent to maintain a safe and secure environment, prevent crime, investigate disturbances, monitor and control access and departures at facility entrances and defend life and property by means of well-trained experienced, alert, interested, and reliable Security Officers. Additionally, we regard all City properties as critical infrastructure assets, which require a high level of expertise to confront events and individuals in order to mitigate and/or rectify each situation quickly with the least amount of friction.

In addition to performing security functions at City Hall, Paul DeMaio Library, Municipal Parking Garage (adjacent to City Hall), Nyberg-Swanson House (City's Parks and Recreation Administrative Building), Water treatment Plant/Public Services Administrative Building, and Ocean Park (including parking lot, exterior of adjacent structures on the east side, two public restrooms, the Quarterdeck Restaurant, and the Dania Beach Pier), Centurion Security will provide as-needed security services at other locations as assigned and for any special events.



Security Guard Responsibilities

- *Provide armed/unarmed security guard services for the City of Dania Beach.*
- *Assign security guard personnel to other City facilities and/or events and/or emergency situations as needed.*
- *Provide all resources necessary to initiate, manage, and execute the contract requirements in a timely and professional manner.*
- *Leverage Centurion Security's monitoring, screening, and surveillance devices.*
- *Maintain a safe and secure environment, prevent crime, investigate disturbances, monitor and control access and departures at building entrances and vehicle gates, and defend life and property.*
- *Engage security guards who have the required certifications and experience and who are trained and qualified to perform high-level security services.*
- *Ensure that all security personnel onsite conduct themselves in a professional, respectable, polite, courteous, cooperative, and pleasant manner.*

3.2 MANAGEMENT PLAN

3.2.1 MANPOWER CAPACITIES

The most vital part of Centurion Security's success is and will continue to be our people. To ensure a seamless transition of security services for the City of Dania Beach, our highly trained and professional management team will be overseeing this project. We will assess and re-assess the security situation and will adapt policies and protocols to best suit the ever-changing needs of the City. Centurion Security's management is second to none and will serve the City's locations with a wealth of military, law enforcement, security, and management experience.

Our management team prides itself on being the most customer service orientated and proactive team in the industry. We are an effective team committed to providing real solutions, immediate attention, and effective results for any security related challenge the City may encounter. We focus on developing partnerships with our clients that inspire confidence and trust. Over the years, we have been able to leverage our wide range of expertise, together with our advanced technologies to adapt to every security need, and to act effectively in every situation. From personnel and procedures to technology solutions our entire team is available 24 hours a day, 7 days a week where needed.

3.2.2 CONTRACT IMPLEMENTATION

Our commitment to provide responsive, legendary service begins prior to contract start-up. Centurion Security's account-specific service parameters and quality standards are developed once a partnership agreement has been solidified. During our transition period, a customized service delivery plan is developed to include the following elements:



1. Building profiles, nuances, tenant cultures, and key focus areas
2. Employee selection criteria
3. Special training requirements and on-site training curriculum
4. Job responsibility/assessment
5. Post assignment orders and account/emergency procedures
6. Job Safety analysis
7. Establishment of quality benchmarks, evaluative metrics, and corrective action processes
8. Written standards of performance and responsiveness targets (quality goals)
9. Strategic and tactical security issues and plan development
10. Technology Utilization Plan
11. Determination of assessment and feedback methods
12. Special client issues and requirements
13. Qualitative and quantitative reports as defined by the customer
14. Detailed transition plan and quality dashboard to track transition process, milestones, and the voice of the customer

3.2.3 TRANSITION STEPS/IMPLEMENTATION

Centurion Security is currently providing similar security services which demonstrates our ability to ensure a smooth transition in the allocation of resources, i.e., the personnel, equipment, etc., essential to this contract. During the contract transition period as the incumbent contractor transitions out and Centurion Security transitions in to take on the Security Patrol Services, we propose the following schedule. Based on the start date, Centurion Security proposes the following steps with a specific schedule agreed upon to guarantee an uninterrupted implementation.

Transition Steps to Implementation

Transition Steps to Implementing Services upon Contract Award
<i>1. The City of Dania Beach approves contract for security patrol services.</i>
<i>2. Within 10 days, Account Manager conducts kick-off meeting to discuss the SOW.</i>
<i>3. Centurion Security consults with outgoing Contractor—establishes a transition & personnel swap.</i>
<i>4. All required personnel are selected, hired, and files are submitted to the City.</i>
<i>5. Additional equipment is ordered.</i>



<i>6. Training of personnel begins.</i>
<i>7. Additional personnel are identified.</i>
<i>8. Work schedules established and issued.</i>
<i>9. Face to face personnel meetings are conducted.</i>
<i>10. Off-site practical exercises and scenarios are conducted, and systems are tested.</i>
<i>11. Services start date.</i>
<i>12. Security Services will be evaluated in consultation with the City's POC.</i>

See Staffing Plan below:

3.3 STAFFING PLAN

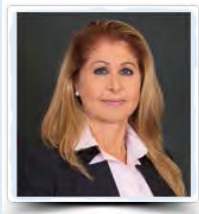
3.3.1 MANAGEMENT

Centurion Security's management/owners will be the key contacts for financial, operational, and administrative issues throughout the contract period (see below).

Centurion Security Group, Inc. – Principals		
Key Personnel	Role on Project	Qualifications/Experience
Edward A. Heflin-EL President 	• Operations management at peak performance • Oversight of supervision • 100% post order adherence • Generate/file required reports • Site and personnel inspections • Manage QC program • Oversee site specific training • Administer disciplinary and corrective actions • Attend Client meetings • Ensure successful start-up and wrap-up of projects	• 25+ years in the security industry both military to private industry • 6+ years as security business owner and results-oriented leader and problem solver • Demonstrated ability to adapt and excel in high paced, high stress environments • <u>Licenses include:</u> "D," "G," and "C;" Armed Security Officer; Security Officer; and Concealed Weapons & Firearms • Yokosuka Naval Base: MP Security and Investigative technique training • Security Force Leadership Training



Maria A. Heflin-EL
COO



- Contract oversight and POC
- Contract compliance
- Payroll & billing
- Administrative oversight
- Asset management
- Oversight of screening and hiring process
- Administrative/operational team building
- 25+ years management and owner in the investigation and security industry
- *Licenses include:* Security Agency Manager, Investigative Agency Manager, Private Investigator, Armed Security Officer, Security Officer, Statewide Firearms and Concealed Firearms/Weapons
- Bilingual English and Spanish

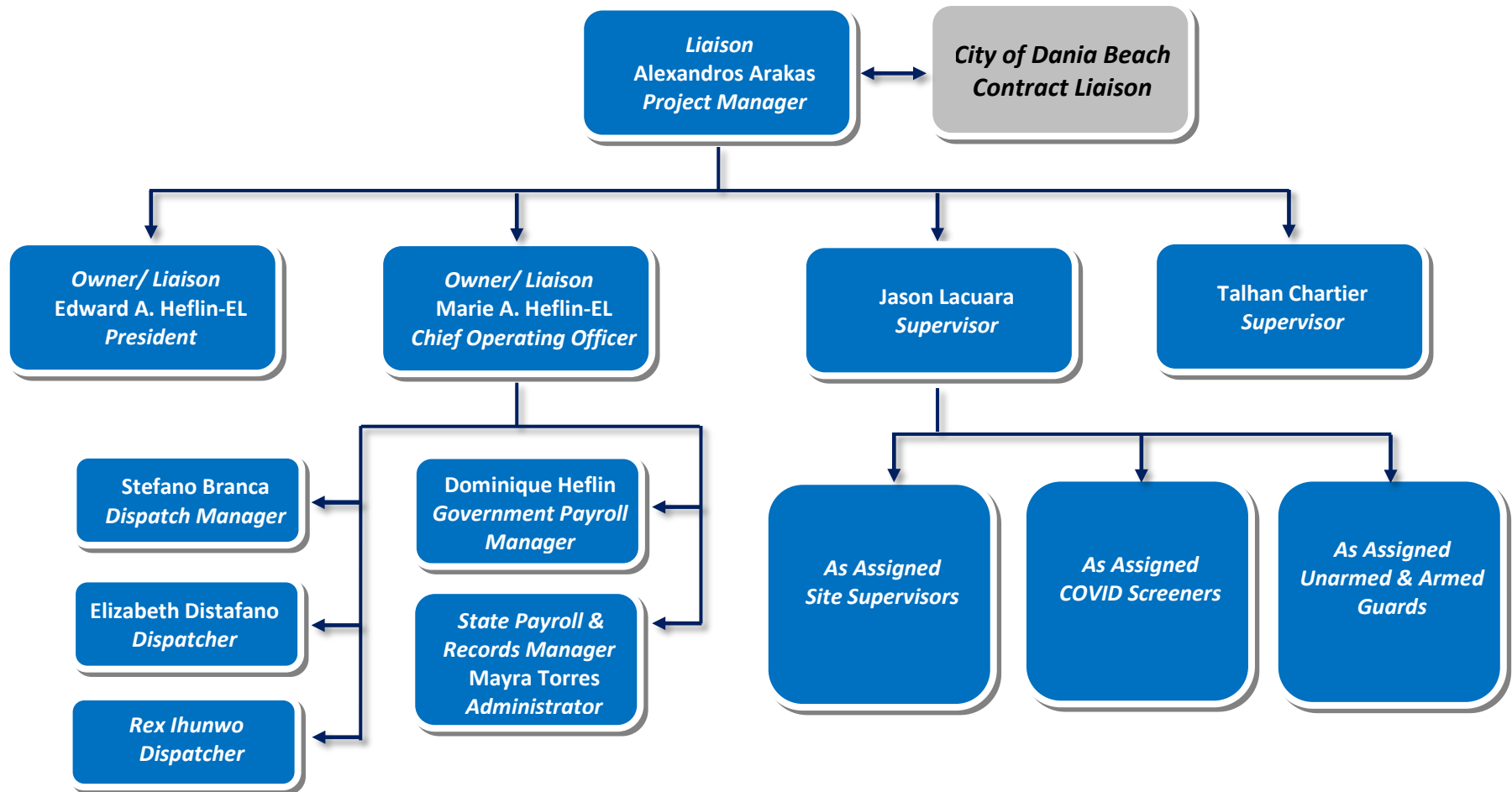
Officers, principals, supervisory staff, and key individuals who will be directly involved with the work and their office locations are identified in the Organizational Chart below. Centurion Security's organizational chart depicts the structure, individuals, and lines of authority, accountability, and communications that apply to our day-to-day security guard service operations.

See Organizational Chart below.



3.3.2 ORGANIZATIONAL CHART

Centurion Security Group – Organizational Chart





3.3.3 KEY PERSONNEL – MANAGERS, SUPERVISORS, & OTHER KEY POSITIONS

Managers and Supervisors

Managers/Supervisors	Role on Project	Qualifications & Experience
Alexandros Arakas (See Attachment 2.1: Resume)	Project/Account Manager - Oversees security services and interface with the City. Security Guard Training.	31 years' experience and service. Retired Police Commander and veteran Law Enforcement Officer. Certified police and security instructor.
Naugusty Lopez-Ortiz	Supervisor – Provides onsite supervision of security officers.	10 years' experience as an executive protection specialist and field security operations manager.
Talyn Chartier (See Attachment 2.2: Resume)	Supervisor– Provides onsite supervision of security officers.	10 years' experience as a security officer in security and safety compliance and crisis events.

Other Key Positions – security Guards/Officers

Key Position	Roles & Duties	Qualifications
Dispatchers & Remote Camera Monitoring /Surveillance Staff. Centurion has 2 Dispatch Monitoring Centers with (2 officers per shift at each). One (1) to monitor and conduct surveillance operations and one (1) to manage officer & supervisor tracking, patrols, and dispatching.	Responsible for ongoing interactions with the City for any Client and Security Guard-related services 24/7/365. Constantly observe and conduct routine or random Monitoring and Surveillance of the Client's properties of facilities. Proactively and Actively interact with on and off duty security guards/officers, management, and local police departments as necessary or required.	Must be a State licensed and certified Security Officer. Must undergo 30 days of training on our security software support system (TrackTIK). Must also have at least 5 years in the security industry. Bilingual officers are always our priority hires.
Security Guards	Responsible for access and security patrols at Client's facilities. Primary duties are to know, understand and comply with Florida Statute Chapter 493, Part 3, Private Security Services. Demonstrate the ability to make	Hold a valid "D" and/or "G" Security License. Be current or prior military or law enforcement personnel, or with minimum 4-5 years' background experience in the security industry.



	subtle observations and report what is seen or conveyed to them by witnesses. Create status reports every 30 minutes and submit a patrol report every hour during a work shift.	Must provide any previously achieved training documents certifications required for security guards/officers.
<i>COVID Screeners</i>	Monitor the temperatures of individuals and staff entering Client's facilities. Maintain established policies and procedures as set forth by the CDC, Client. Follow the onsite training protocols as provided by Centurion.	Usually D-licensed officers having received Client and/or in-house training for COVID screening, safety, and procedures. Additionally, observing all CDC COVID Guidelines.
<i>Security Supervisors</i>	Team Leaders and Supervisors. Perform multiple functions— Responsible for personnel, equipment, and inspections of the locations and personnel assigned to them. Provide on-site counseling, and ongoing training. They may, at the directions of the Duty Dispatcher, be assigned to fill in and stand/remain on a work site until a relief can be dispatched to the locations, if there is any emergency disruptions on a particular worksite.	Current and prior military and law enforcement personnel or minimum 6-8 years' experience in the security industry and certifications required for security guards/officers. Must also have background in previous customer service and supervisor/management positions.



3.4 ADDITIONAL RESOURCES & CAPABILITIES

3.4.1 MANPOWER, TECHNOLOGY, & EQUIPMENT

Under this contract, Centurion Security will provide the City of Dania Beach with qualified, experienced, and licensed Security Patrol Services in compliance with all terms, conditions, and specifications described within the scope of services in the RFP Scope of Work. Current conditions and available resources to be committed to the City contract include the following:

Current Workload: Having provided similar security guard services for other government agencies at similar facilities, Centurion Security has the experience and ability to ensure that the services provided are compatible with the environment and public interaction necessary to secure the City's assigned locations.

Financial Capacity: Most importantly, we have the financial capacity to sustain our electronic and guarding programs for the long-term to ensure full security guard coverage 24/7.

Two 24/7 Dispatchers: We are most likely the only security company to boast two, 24/7 dispatchers. Our hybrid-guarding, monitoring, and surveillance program is in the final stages of approval with 18 different clients. It is something that we can introduce and implement with the City if there is interest, and we are called upon to do so.

Manpower: Centurion has within its manpower resources of over 228+ officers at different class levels, all with the qualifications, skills, and abilities to step into new rolls at various levels. Our ongoing hiring and training programs are effective, which allows us to deliver officers to different posts quickly and responsibly.

Having provided similar security guard services for other government agencies at similar facilities, Centurion Security has the experience and ability to ensure that the services provided are compatible with the environment and public interaction necessary to secure the City's assigned locations. Manpower proposed for assignment to the City includes:

- **Account Manager** – Upon contract award, Centurion Security will assign an Account Manager dedicated to overseeing security guard services and interfacing with the City's assigned staff. Our plan is to assign an Account Manager who currently works for Centurion Security and is an experienced account manager specifically suited for this contract.
- **Dispatchers** – As mentioned in the previous section, Centurion Security has a Central Dispatch Center with two (2) dispatchers per shift and is open and available 24/7/365 for ongoing interactions with the City for any Security Guard-related services.
- **Security Guards** – Centurion Security has a history of hiring current and prior military and law enforcement personnel with the minimum experience and certifications required for security guards/officers. When building our Security Guard team, we will make every effort to hire and bring that experience to serve the City's needs.
- **COVID Screeners** – Centurion Security has a COVID-19 Preparedness Training Plan in place and is an experienced provider of screening services. Although not required, Class D-licensed officers are available as COVID-19 screeners where needed. In addition, our in-house Master Trainer will train our staff before they are assigned to one of City's locations and again during on-site training.



Communications: Throughout the contract term, Centurion Security will advise and make recommendations based on any observable concerns and our understanding of the most effective protocols. We will continuously advise the City's primary contacts for security protection at each location.

Technological Capabilities: We feel that our technological capabilities outpace those of our competitors. All of our operations are in real-time. We are able to remain at the razor's edge of the sword because we are cojoined and partnered with Innovatech, Inc., a technology-based company. Together, we are able to bring the City the most advanced tools, equipment, and officers to incorporate hybrid technologies on the peripheral or integrated within the City's own systems to more rapidly and efficiently respond to situations that require real-time governance.

Virtual Guard Systems: The Virtual Guard System is one of the state-of-the-art tools that Centurion Security uses to observe, deter, and protect access points. Over time, if deemed appropriate, we may propose its use when additional surveillance is needed beyond the established Security Services.

This technology allows us the rare ability to merge security manpower with electronic security measures in order to provide a complete, seamless solution to even the most complex access control challenges. With the addition of this technology, we are able to have:

- Remote video monitoring
- Closed circuit television monitoring (CCTV)
- Advanced-Imaging IP Cameras
- Perimeter intrusion detection systems and vehicle access control



3.4.2 ACCOUNT MANAGER/CITY LIAISON

Upon contract award, Centurion Security will assign an Account Manager dedicated to overseeing security guard services and interfacing with the City of Dania Beach's assigned staff. Steve Terrago is our appointed Account Manager, currently works for Centurion Security, and is an experienced account manager specifically suited for this contract.

Supervisory positions specifically assigned to this contract include Jason Lacurara and Talhan Chartier. They will provide overall supervisory services as depicted in the organizational chart above (see section 3.3.2).

3.4.3 UNIFORMS & SAFETY/SECURITY EQUIPMENT PER GUARD

Centurion Security will provide all Security Guards with the approved uniforms and ID badges that clearly identify such personnel as Centurion Security Group, Security Officers. In Addition, any Security Guard reported as not in compliance with the approved uniforms, grooming, and cleanliness will be immediately replaced to avoid any lapse in coverage. To ensure that each Security Guard understands the requirements, upon their initial hiring, they are provided with an employee handbook detailing appropriate uniforms and appearance while on duty. Moreover,



this handbook is reviewed in the presence of our Human Resources Manager.

All Centurion Security guards are provided a Picture ID the day they are hired. They each sign a statement stating that they understand that a company ID and/or picture ID must be worn at all times while in uniform and on the Client's premises. In addition, if nonuniformed Security Guards are requested by the City, Centurion Security will accommodate those requests.

Uniforms (per Security Guard):

- Supervisors - Gray or White Uniform Shirts with Gold Centurion Security Patches
- Lower-Level Officers – Gray Shirt with Silver Patches
- Dark Blue Pants and Black Belt
- Dark Blue Tie
- Supervisors Gold in Color Security Badge
- Lower-Level Officers – Silver in Color Security Badge
- Gold or Silver in Color Whistle Set
- Heavy & Windbreaker Dark Blue Centurion Security Jacket/Coat



Safety/Security Equipment (per guard):

- Access Cards/Keys
- On-Call List for each facility
- Emergency call procedures
- Cell “Mag-Lite” style flashlight
- “Centurion Security” raincoats (Black or Yellow) and in various sizes.
- Reflective Traffic vest
- “Caution” barrier tape
- Binoculars & Digital Camera



3.4.4 VEHICLES FOR ROVING POSTS

Centurion Security will supply all of the required vehicles (automobiles, bicycles, golf carts, etc.) to be used for roving services where needed and assume responsibility for all fuel and vehicle maintenance. Visibly, all vehicles will be identified as “Security” vehicles used in the performance of Security Guard services at the City's assigned locations.

Once active at the site locations, we will be able to identify the exact type vehicles necessary to maintain security surveillance of the area with a minimum of expense. At the onset of the contract, we will assume that the historical numbers and types of vehicles will be used and then make any adjustments deemed necessary.

Centurion Security currently has the capacity to provide any Ancillary Equipment requested by the City on short notice or as required. We currently have either in our fleet or access to:

- V-4 & V-6 SUV's and economy automobiles
- Golf carts
- 4WD trucks (available for lease as necessary or required)



- Bicycles (available for lease as necessary or required)
- Segways (available for lease as necessary or required)

3.4.5 COMMUNICATIONS EQUIPMENT

Each security position is provided with the following communications equipment:

- Two-Way Radios with chargers to communicate with the County's assigned staff
- GPS equipped for tracking purposes



Centurion Security maintains redundant Communications Equipment able to communicate with all Contract stakeholders, which includes Centurion Security's Account Manager, Supervisors, and home office, 911, City Police, and the City's assigned Point-of-Contact/Contract Manager. During the escalation of an event, communications will target security services at the event location.

Any communications relating to a specific request will be addressed directly to the contact person identified for that request. Generally, communications will be submitted via e-mail, but may also be submitted by regular mail or telephone, depending upon the urgency of the incident and/or the severity of the incident, followed by written confirmation and acknowledgment. Our Account Manager will ensure we have constant and open communications for all requests during the Contract term. Centurion Security's City liaison will be responsible for escalating the response based on the type and severity of the incident.

3.4.6 CENTRAL DISPATCH CENTER

With a central administrative office and Central Dispatch Center, Centurion Security's standard office hours are 8 a.m. to 5 p.m. Monday through Friday Eastern Time for administration, accounting, and weekday operations and will remain so during the term of this Contract and any renewals. In addition, our Central Dispatch Center has two (2) dispatchers per shift and is open and available 24/7/365 for ongoing interactions with the City for any Security Guard-related services. Benefits include:



- ***In-House Base Station*** – Independently operates a stationary base station, which is not outsourced to any other company and is not a home office, mail drop location, cellular phone, or other location.
- ***Dedicated Communications System*** – Maintains 10+ dedicated lines for incoming/outgoing voice phone calls, plus a dedicated T-1 phone communications system designed to handle quality data transmission and digital phone communications supported by a backup cellular system for emergencies.



- **Emergency Backup System** – Employs an emergency backup generator system that can supply uninterrupted power to the entire center during power outages, which enables the company to maintain operations during power outages, inclement weather, and man-made or natural disasters.

3.4.7 REPORTING & MISCELLANEOUS EQUIPMENT

- Desk or podium (if applicable)
- Clip boards and file box
- Logbook, Incident Reports, and Daily Activity Reports
- Payroll
- Scheduling and Site-Specific Reports
- Maintenance Request
- Damage or Malfunctioning Equipment
- Light Replacement Report
- Any Site-Specific Report Required
- Office supplies – pens, paper clips, stapler, etc.
- Standard First Aid Kit
- Latex Gloves



TAB 4

REFERENCES



4.0 REFERENCES

4.1 REFERENCE #1: MIAMI-DADE COUNTY WATER & SEWER DEPARTMENT

Armed/Unarmed Security Guard Services – Various Locations	
<i>Client Information:</i>	Miami-Dade County Water & Sewer Dept. 3071 SW 38 th Avenue Miami, Florida, 33146 
<i>Scope of Work:</i>	Providing armed/unarmed security services, access control, patrols
<i>Total Dollar Value of Contract:</i>	\$3,500,000+ Annually (both estimate and actual)
<i>Contract Period:</i>	From <u>2017</u> to <u>Present</u>
<i>Contact Person (Phone & Email):</i>	Mr. Aubrey J. Johnson (786) 552-8458 Aubrey.Johnson@miamidade.gov

4.2 REFERENCE #2: FLORIDA STATEWIDE CONTRACT

Armed & Unarmed Security Guard Services – Multiple Locations	
<i>Client Information:</i>	State of Florida, Division of Emergency Management – Multiple Locations
<i>Scope of Work:</i>	Armed and unarmed services provided at each location include access control, foot/vehicle patrols. Restrict access; 100% ID checks at each location. Monitor and control traffic as needed—police not available.
<i>Total Dollar Value of Contract:</i>	\$9,656,010 Annually (both estimate and actual) Contract#: 9212500-20-1
<i>Contract Period:</i>	From <u>2020</u> to <u>Present</u>
<i>Contact Person and Phone No:</i>	Tylor Cheney - 850-545-4047 Taylor.Cheney@em.myflorida.com Jason Alvero - 720-530-4545 JAlvero@gmail.com Cherice Howell - 863-370-7472 CHowell0411@gmail.com Joseph Glenn - 561-573-0449 GJoseph63@gmail.com



4.3 REFERENCE #3: FLORIDA DEPARTMENT OF HEALTH - CLINICS

Armed/Unarmed Security Guard Services	
<i>Client Information:</i>	Florida Department of Health 200 San Sebastian View Saint Augustine, FL 32084
<i>Scope of Work:</i>	Provide armed & unarmed security, access control, and patrols.
<i>Total Dollar Value of Contract:</i>	\$174,000+
<i>Contract Period:</i>	From <u>Current and ongoing</u>
<i>Contact Person and Phone No:</i>	John Cibotti Office: (786) 423-2115

4.4 REFERENCE #4: BANKING/FINANCIAL REFERENCE – REGIONS BANK

In addition to our client references above, Centurion Security Group, LLC banks with Regions Bank and offers our local point of contact as a reference:

Regions Bank, Local Branch

Nestor Suarez or Sylvia Lopez.
15800 SW 137th Avenue
Miami, FL 33177
786-713-4620

Business Representative

Frank Benitez
2800 Ponce De Leon
Coral Gables, FL 33134
305-774-5131

See also Regions Bank reference letter below:



05/18/2021

Centurion Security Group LLC
13000 SW 120TH ST UNIT I
Miami, FL 33186-4526

Dear Mr. Heflin,

Thank you for choosing Regions for your banking relationship since 2017. We are looking forward to continue to serve your financial needs and will do everything possible to make you feel right at home.

You'll find that Regions has a great deal to offer, because we have designed our financial services to match your individual and business needs. As your Regions relationship grows, we'll continue to reward you with additional benefits and savings.

If you have any questions, or if you would like information about any of our other services, please do not hesitate to call. My business card is attached.

Once again, on behalf of all of us at Regions, Thank you. We promise to do everything possible to make banking here a rewarding experience for you.

Sincerely,

Nestor Suarez
Branch Manager

Member FDIC.

Regions Bank
Country Walk
15800 SW 137 Ave
Miami, FL 33177
(786) 713-4620



TAB 5

COST PROPOSAL

PRICING



5.0 COST PROPOSAL – PRICING

5.1 COST ESTIMATE NARRATIVE

Centurion Security offers the following cost estimate for the Services to be provided based on the Scope of Services which includes both personnel and a separate line item for the golf cart. These prices include all permits and fees, licenses, and other charges required to execute the work performed.

- **Armed officer(s):**
 - 434 hours weekly x 52 months = 22,568 hours annually.
 - Hourly Rate \$20.07 (Twenty Dollars & Seven Cents) x 434 weekly hours = \$8,710.38 (Eight Thousand, Seven Hundred and Ten Dollars & Thirty-Eight Cents).
 - Annual hours are 22,568 X \$20.07 (Twenty Dollars & Seven Cents) = \$452,939.76 (Four Hundred, Fifty-Two Thousand, Nine Hundred and Thirty-Nine Dollars & Seventy-Six Cents) annually.
- **Unarmed Officer(s):**
 - 336 hours weekly x \$17.86 (Seventeen Dollars & Eighty-Six Cents) x annual hours = 336 hours weekly x 52 months = 17,472.00 hours annually.
 - Hourly Rate is \$17.86 (Seventeen Dollars & Eight-Six Cents) x 336 weekly hours = \$6,000.96 (Six Thousand Dollars & Ninety-Six Cents).
 - Annual hours are 17,472.00 X \$17.86 (Seventeen Dollars & Eighty-Six Cents) = \$312,049.92 (Three Hundred, Twelve Thousand and Forty-Nine Dollars & Ninety-Two Cents) annually.
- **Golf Cart:**
 - \$286.00 (Two Hundred and Eighty-Six Dollars) per month = \$3,432 (Three Thousand, Four Hundred and Thirty-Two Dollars).
- **Optional Remote monitoring of the cameras:**
 - \$200 (Two Hundred Dollars) per week or \$800 (Eight Hundred Dollars) per month x 12 twelve cameras monitored = \$9,600 (Nine Thousand and Six Hundred dollars) per month.
 - Remote camera monitoring is 24/7, including incident footage recover and reports.

See Pricing Table below:



5.2 PRICING TABLE

FOR, CITY OF DANIA BEACH - PRICE QUOTE									
BY, CENTURION SECURITY GROUP, LLC									
BID FORM - SECURITY GUARD SERVICES									
ITEM	DESCRIPTION			UNIT OF MEASURE	ESTIMATED QUANTITY		UNIT BID PRICE		EXTENDED BIDPRICE
SECURITY OFFICERS									
1	Armed Security Officers (434 Hrs Weekly)			Annually	22,568	x	\$20.07	=	\$452,939.76
2	Unarmed Security Officers (336 Hrs Weekly)			Annually	17,472	x	\$17.86	=	\$312,049.92
GOLF CART									
3	One Golf Cart (includes maintenance)			Monthly	12	x	\$286.00	=	\$3,432.00
REMOTE CAMERA MONITORING (OPTIONAL)									
4	12 Remote Cameras - Monitoring 24/7			Monthly	12	x	\$800.00	=	\$9,600.00
					TOTAL FINAL ESTIMATED ANNUAL COST				
					Armed Security Officers				\$452,939.76
					Unarmed Security Officers				\$312,049.92
					Golf Cart				\$3,432.00
					Estimated Annual Collective Total				\$768,421.68
					Optional Remote Camera Monitoring				\$9,600.00
					Estimated Total with Optional Camera				\$778,021.68



TAB 6

EXHIBITS

Exhibit A: Proposer's Qualification Statement

*Exhibit B: Sworn Statement Under 287.133(3)(A), Florida Statutes
Public Entity Crimes*

Exhibit C: Non-Collusion Affidavit

Exhibit D: Drug-Free Workplace Certification Form

Exhibit E: Acknowledgment of Addenda

Exhibit F: Reference List

Exhibit G: Certification to Accuracy of Proposal

6.0 OTHER PROPOSAL DOCUMENTS – EXHIBITS

EXHIBIT A: PROPOSER'S QUALIFICATION STATEMENT

EXHIBIT "A"

PROPOSER'S QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made below:

		Check One
Submitted By:	Centurion Security Group, LLC	☒ Corporation
Name:	Edward A. Heflin, President	☐ Partnership
Address:	13000 SW 120th Street	☐ Individual
City, State, Zip	Miami, Florida 33186	☐ Other (describe)
Telephone No.	(800) 800-9151, Ext. 4101	
Fax No.	(866) 247-7637	
Email	eheflin@centurionsecuritygroup.com	

State the true, exact, correct and complete name of the partnership, corporation, trade or other name under which you do business and the address of the place of business.

The full legal name of the Proposer is:

Centurion Security Group, LLC

The address of the principal place of business is:

13000 SW 120th Street
Miami, Florida 33186

1. If Proposer is a corporation, answer the following:

Date of Incorporation: June 29, 2010

State of Incorporation: Florida

President's name: Edward A. Heflin-EL

Vice President's name: Marie A. Heflin-EL

Secretary's name: Richard Rodriguez

Treasurer's name: Marie A. Heflin- EL

Name and address of Resident Agent: Edward E. Heflin-EL

2. If Proposer is an individual or a partnership, answer the following: Not Applicable

Date of organization: _____

Name, address and ownership percentage units of all partners:

State whether general or limited partnership and confirm it is registered to do business in Florida: _____

3. If Proposer is other than an individual, corporation or partnership, describe the organization and give the names and addresses of principals: Not Applicable

4. If Proposer is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute. Not Applicable

5. How many years has your organization been in business under its present business name? 11 years

- a) Under what other former names has your organization operated?

None

6. Indicate registration, license numbers or certificate numbers for the businesses or professions, which are the subject of this RFP. Please attach certificate of competency and state registration.

Security Agency License #B 1000166

FEI/EIN Number: 27-2991319

7. Have you personally reviewed the requirements for the proposed services?

☒ YES ☐ NO

8. Do you have a complete set of documents, including drawings and addenda?

☒ YES ☐ NO

9. Did you attend the Pre-Proposal Conference if any such conference was held?

☒ YES ☐ NO

10. Have you ever failed to complete any work awarded to you? If so, state when, where and why:

No

11. State the names, telephone numbers and last known addresses of three (3) owners, individuals or representatives of owners with the most knowledge of services which you have performed and to which you refer (government owners are preferred as references).

Name	Address	Telephone
Mr. Aubrey J. Johnson	3071 SW 38th Ave., Miami, FL 33146	(786) 552-8458
Tylor Cheney	State of Florida, Div. of Emergency Management	(850) 545-4047
John Cibotti	Florida Dept of Health, west Perrine Health	(786) 423-2115

12. List the pertinent experience of the key individuals of your organization (continue with an additional sheet, if necessary).

See separate sheet.

13. State the name and title of the individual who will have responsibility relating to the services:

Edward A. Heflin-EL, President

14. State the name and address of attorney or law firm, if any, for the business of the Proposer:

NA

15. State the names and addresses of all businesses and individuals who own an interest of more than five percent (5%) of the Proposer's business and indicate the percentage owned of each such business:

Marie A. Heflin-EL, COO; 13000 SW 120th Street, Miami, FL 33186 51%

Edward A. Heflin-EL, President; 13000 SW 120th Street, Miami, FL 33186 49%

16. State the names, addresses and the type of business of all firms that are partially or wholly owned by Proposer:

CETURION/FEICK PARTNERSHIP 13000 SW 120 ST Miami, FL 33186 Centurion Security Group, LLC. 51%

17. State the name of the Surety Company which will be providing the bond, and name and address of agent:

Matson -Charlton Surety Group 700 S Dixie Hwy suite # 100 Coral Gables FL 33146

John Charlton (305) 662-3852

18. Bank References:

Bank	Address	Telephone
Regions Bank (Nestor Suarez)	15800 SW 137th Ave., Miami, FL 33177	(786) 713-4620

19. Attach a financial statement including Proposer's latest balance sheet and income statement showing the following items:

- a) Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials, real estate, stocks and bonds, equipment, furniture and fixtures, inventory and prepaid expenses)
- b) Net Fixed Assets
- c) Other Assets
- d) Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries, real estate encumbrances and accrued payroll taxes)
- e) Other Liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus, and retained earnings).

20. State the name of the firm preparing the financial statement and its date:

Cloud Accounting July 23,2021

21 Is this financial statement for the identical organization named on page one?

☒ YES ☐ NO

22. If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsiary).

The Proposer acknowledges and understands that the information contained in response to this Qualification Statement shall be relied upon by the City in awarding a contract and such information is warranted by Proposer to be true. The discovery of any omission or misstatement that materially affects the Proposer's qualifications to perform under the contract shall cause the City to reject the proposal, and if after the award, to cancel and terminate the award, contract or both.


Signature

Edward A. Heflin-EL
Print Name

President
Title

08/18/2021
Date

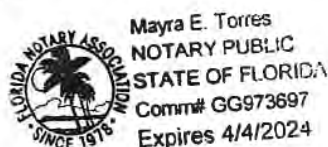
STATE OF FLORIDA)

COUNTY OF MIAMI DADE)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared ☒ physical presence or ☐ online notarization, on Edward A. Heflin-EL as President, of Centurion Security Group, LLC, an organization authorized to do business in the State of Florida, and acknowledged and executed the foregoing Statement as the proper official of Centurion Security Group for the use and purposes mentioned in it and affixed the official seal of the entity, and that the instrument is the act and deed of that entity. He/she is personally known to me or has produced personally known as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 18th day of AUGUST, 2021.

Notary Seal



Mayra E. Torres

Signature of Notary Public

MAYRA E. TORRES

Printed Name of Notary Public

EXHIBIT B: SWORN STATEMENT UNDER §287.133(3)(A), FL STATUTES

EXHIBIT "B"

CITY OF DANIA BEACH, FLORIDA SWORN STATEMENT UNDER §287.133(3)(A), FLORIDA STATUTES PUBLIC ENTITY CRIMES

(This form must be signed in the presence of a Notary Public or other officer authorized to administer oaths.)

1. This sworn statement is submitted with Request for Proposals, City RFP No.: 21-018
2. This sworn statement is submitted by: Centurion Security Group, LLC
(PRINT Name of entity submitting sworn statement)

its business address is: 13000 SW 120th Street
Miami, Florida 33186

Federal Identification Number
(FEIN) is: 27-2991319
(if applicable)

Social Security Number:
(if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement) _____
3. My name is: Edward A. Heflin-EL
(PRINT Name of individual signing this document)

and my relationship to the entity is: President
(President, General Partner, etc. as applicable)
4. I understand that a "public entity crime" as defined in §287.133(1)(g), Florida Statutes means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that to be "convicted" or "conviction" as defined in §287.133(1)(b), Florida Statutes, means a finding of guilt and conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere (also known as a plea of "No Contest").

6. I understand that an "affiliate" as defined in §287.133(1)(a), Florida Statutes means:
- (a) A predecessor or successor of a person or a corporation convicted of a public entity crime; or
 - (b) An entity under the control of any natural person who is active in the management of the entity and which has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima-facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a "person" as defined in §287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)
- 1. X Neither the entity submitting the sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.
 - 2. The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989 and (Please now indicate which additional statement below applies):
 - A. There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order)

B. _____ The person or affiliate was placed on the convicted list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order)

C. X The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Florida Department of General Services)



Signature (of person whose **Printed** Name first appears above)

08/18/2021
Date

STATE OF Florida
COUNTY OF Miami Dade

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared ☒ physical presence or ☐ online notarization, on Edward A Hefflin Jr as President, of Centurian Security Group LLC an organization authorized to do business in the State of Florida, and acknowledged and executed the foregoing statement as the proper official of Centurian Security Group LLC for the use and purposes mentioned in it and affixed the official seal of the entity, and that the instrument is the act and deed of that entity. He/she is personally known to me or has produced personally known as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 18th day of August, 2021.

Notary Seal

Mayra E Torres
Signature of Notary Public



Mayra E. Torres
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG973697
Expires 4/4/2024

Mayra E. Torres
Printed Name of Notary Public

EXHIBIT C: NON-COLLUSION AFFIDAVIT

EXHIBIT "C"

NON-COLLUSION AFFIDAVIT

The undersigned Proposer has not divulged, discussed or compared his/her/its Response with any other Proposer, and has not colluded with any other Proposer or party to this Request for Proposals whatsoever.



Signature of Proposer

Edward A. Heflin-EL

PRINT Name of Proposer

President

Title

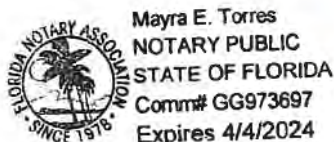
08/18/, 2021
Date

STATE OF FLORIDA
COUNTY OF MIAMI DADE

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared ☒ physical presence or ☐ online notarization, on Edward A. Heflin-EL as President, of Centurion Security Group LLC an organization authorized to do business in the State of Florida, and acknowledged and executed the foregoing statement as the proper official of Centurion Security Group LLC for the use and purposes mentioned in it and affixed the official seal of the entity, and that the instrument is the act and deed of that entity. He/she is personally known to me or has produced personally known as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 18th day of August, 2021.

Notary Seal



Mayra E. Torres
Signature of Notary Public

MAYRA E. TORRES
Printed Name of Notary Public

EXHIBIT D: DRUG-FREE WORKPLACE CERTIFICATION FORM

EXHIBIT "D"

DRUG-FREE WORKPLACE CERTIFICATION FORM

Whenever two (2) or more bids/proposals, which are equal with respect to price, quality, and service, are received by the CITY OF DANIA BEACH for the procurement of commodities or contractual services, a bid/proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of controlled substances is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in number (1).
4. In the statement specified in number (1), notify the employees that as a condition for working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction on or plea of guilty or no contest to any violation of Chapter 893, Florida Statutes or of any controlled substance law of the United States or any singular state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

This Certification is submitted by Edward A. Heflin-EL the
(PRINT Name of Authorized Agent)

President of Centurion Security Group, LLC

(Title) (Proposer Name)
who does certify that said Company has implemented a drug-free workplace program, which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

August 21, 2021
Date

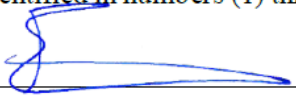

Signature

EXHIBIT E: ACKNOWLEDGMENT OF ADDENDA

EXHIBIT “E”

ACKNOWLEDGMENT OF ADDENDA

The Proposer acknowledges the receipt of the following addenda issued by the City and incorporated into and made part of the RFP. In the event the Proposer fails to include any such addenda in the table below, submission of this form shall constitute acknowledgment of receipt of all addenda, whether or not received by the Proposer.

ADDENDUM NUMBER	DATE RECEIVED	PRINT NAME	TITLE	SIGNATURE (BLUE INK ONLY)
1	08-01-2021	Edward A. Heflin-EL	President	
2	08-18-2021	Edward A. Heflin-EL	President	
3	08-19-2021	Edward A. Heflin-EL	President	

EXHIBIT F: REFERENCE LIST

EXHIBIT "F"

REFERENCE LIST

FIVE (5) MUNICIPALITIES FOR WHICH PROPOSER PERFORMED SIMILAR SERVICES WITHIN THE PAST THREE (3) YEARS

The following is a list of at least five (5) references from municipalities for which Proposer provided similar services to those sought in this RFP in the past three (3) years:

1. Name of Entity for which services were performed: Miami-Dade County Water & Sewer Dept.
Brief Description of Scope of Services: Armed & unarmed security services, access control, patrols
Amount of Contract Award: \$5,000,000+
Status of Contract: Current/ongoing!
Contact Name: Jack Speers
Telephone Number: (305)215-4793
2. Name of Entity for which services were performed: Florida State Wide Contract.9212500-20-1
Brief Description of Scope of Services: Armed security service, patrols, and access prevention
Amount of Contract Award: \$9,656,010
Status of Contract: Current/ongoing
Contact Name: Taylor Cheney
Telephone Number: (850) 545-4047
3. Name of Entity for which services were performed: Florida Department of Health, Clinics
Brief Description of Scope of Services: Armed & unarmed security, access control, and patrols
Amount of Contract Award: \$174,000+
Status of Contract: Current/ongoing
Contact Name: John Cibotti
Telephone Number: (786-423-2115)
4. Name of Entity for which services were performed: School Board Of Broward County RFP FY22-70
Brief Description of Scope of Services: Armed & unarmed security, access control and & patrols services
Amount of Contract Award: \$2,068,416+
Status of Contract: Commencing : September, 2021
Contact Name: Michelle Bryant Wilcox
Telephone Number: 754-321-0505
5. Name of Entity for which services were performed: Millennium Housing Management (multiple locations)
Brief Description of Scope of Services: Unarmed security services, gated access control, & patrols
Amount of Contract Award: \$3,444,833+ annually
Status of Contract: 2016 - 2018
Contact Name: Rita Mooney, VP
Telephone Number: (216) 236-0409 / (440) 225-3983

EXHIBIT G: CERTIFICATION TO ACCURACY OF PROPOSAL

EXHIBIT "G"

CERTIFICATION TO ACCURACY OF PROPOSAL

The Proposer, by executing this form, certifies and attests that all forms, affidavits and documents related to the document that it has enclosed in the Proposal in support of its Proposal are true and accurate. Failure by the Proposer to attest to the truth and accuracy of such forms, affidavits and documents shall result in the Proposal being deemed non-responsive and such Proposal will not be considered.

By submitting a response to do the work, the Proposer certifies that a careful review of the RFP has taken place and that the Proposer is fully informed and understands the requirements of the RFP and the expected Agreement and the quality and quantity of services to be performed.

The undersigned individual, being duly sworn, deposes and says that:

- A. He/She is President of Centurion Security Group, LLC, the Proposer that has submitted the attached Proposal;
- B. He/She is fully informed respecting the preparation and contents of the attached Proposal and of all forms, affidavits and documents submitted in support of such Proposal;
- C. All forms, affidavits and documents submitted in support of this Proposal and included in this Proposal are true and accurate;
- D. No information that should have been included in such forms, affidavits and documents has been omitted; and
- E. No information that is included in such forms, affidavits or documents is false or misleading.

EXHIBIT "G"
CERTIFICATION TO ACCURACY OF PROPOSAL
(continued)

[Signature]
Signature (Blue ink only)

Edward A. Heflin-EL
Print Name

President
Title

08/18/2021
Date

STATE OF Florida)

COUNTY OF Miami Dade)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared ☒ physical presence or ☐ online notarization, on Edward A Heflin-EL as PRESIDENT, of Centurio Security Group LLC an organization authorized to do business in the State of Florida, and acknowledged and executed the foregoing Statement as the proper official of Centurio Security Group LLC for the use and purposes mentioned in it and affixed the official seal of the entity, and that the instrument is the act and deed of that entity. He/she is personally known to me or has produced Personally known as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 18th day of August, 2021.

Notary Seal



Mayra E. Torres
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG973697
Expires 4/4/2024

Mayra E Torres
Signature of Notary Public

MAYRA E. TORRES
Printed Name of Notary Public



TAB 7

ATTACHMENTS

The following attachments are included below in conformance with the RFP requirements and as other additional information in support of this proposal:

Attachment 1: State of Florida Security Agency Licenses & Registration

Attachment 2: Project Manager & Supervisor Resumes

Attachment 3: Accord Certificate of Insurance – Centurion Security Group

Attachment 4: 2020 Financial Statements

Attachment 5: Capability Statement – Delivering Legendary Services

Attachment 6: Employee Handbook

Attachment 7: COVID-19 Preparedness Plan

7.0 ATTACHMENTS

ATTACHMENT 1: CENTURION SECURITY GROUP LICENSES

Centurion Security Group, LLC holds the following licenses:

- Class B License #: 1000166 (Marie A. Ortega-Heflin, COO)
- Class G License #: G1303672
- Class D License #: D1210151
- Class W License #: WX1327565

Centurion Security Owner/Manager of a Security Agency (Class MB, D, G, and C Licenses):

The following licenses are presented for Marie A. Heflin, Centurion Security owner and security agency manager which includes a current Class "MB" License, Class "D" License, Class "G" License, and Class "C" License, which have been in effect for more than two years in the State of Florida pursuant to Chapter 493, Florida Statutes.





ATTACHMENT 2: PROJECT MANAGER & SUPERVISOR RESUMES

ATTACHMENT 2.1: ALEXANDROS ARAKAS, PROJECT MANAGER

Alexandros Arakas
1969 SE 13 ST
Homestead Fl.
(786)712-8004
alexandros.arakas@yahoo.com

Professional Experience

Centurion Security Group Miami Dade County WASD Security
Project Manager

Scope: Manage Dynamic Government Armed Security Operation for County Water and Sewer Operation
Supervisor Ed Heflin (305)975-5585

- Policies and Procedures /Development
- Investigates Misconduct, Fraud and Complaints
- Emergency Management and Conflict Resolution
- Meets with Facility/ Building Managers and Directs Supervision
- Billing and Payroll
- Operation Coordination and Scheduling
- Planning and Training / Development
- Inventory and Maintenance
- Recruiting and Retention

Charlie Group Operational May of 2008 to Present

Class K Firearms/Emergency Medical Instructor and Security Self Contractor

Scope: Properly trains Florida State Security Officers and Private Investigators in the use of Duty Firearms. Certified NRA Law Enforcement Firearms Instructor Tactical Shooter, Precision Rifle (Sniper) and Handgun/Shotgun

- Creates and Executes Lessons Plans Firearms and Emergency Medical
- Presents Material/ and Demonstrates Skills
- Run Range Operations
- Qualifies and submits certifications to the Private, County, State or Federal Levels

Akal Group Krome Detention

Transportation Lieutenant/ Instructor

Supervisor Joe Olmedo / Lt. Moore(786)972-0524

Scope: ACA/PBNDs/Law Enforcement Firearms/D.T. Instructor

Supervise Custody Care and Control Over ICE Detainees at Krome Detention Center
May of 2018 to Feb of 2020

- Supervises Processing Detainees
- Investigates Detainee and Employee for Misconduct, Fraud and Complaints
- Supervises Property, Commissary, Logs, and Storage
- Supervises Searches and Restraints
- Supervises Health and welfare
- Supervises Camp Security Access/Perimeter
- Supervises Escorts Health Care Meals Court
- Supervises/Organizes Vehicle detainee transport
- Supervises Schedule and Overtime
- Prepares Lessons for Detention Staff
- Instructs Detention Staff Firearms, Emergency Medical/Behavior, Defensive Tactics



PREA, Company conduct, and ethics. Policy and Procedures

U.S. Security and Associates

Project Manager ISD Dade County Government Center/Courts 2B

Supervisor / Tim Morris or Victoria Tipacti (305)910-5145

September of 2016 to October 2017

Scope: Manage Dynamic Government Security Operation Officer/Screeners

- Policies and Procedures /Development
- Investigates Misconduct, Fraud and Complaints
- Emergency Management and Conflict Resolution
- Meets with Facility/ Building Managers and Directs Supervision
- Billing and Payroll / Winteam
- Operation Coordination and Scheduling
- Planning and Training / Development
- Inventory and Maintenance
- Recruiting and Retention

Feick Security April of 2014 to September of 2016

Captain Dade County Water and Sewer Security Team WASD

Scope: Coordinate Secured Government Security Supervisors for Multiple Water Treatment Plants and Water Wells

- Monitors Armed Security Team for Dade County WASD
- Plans and coordinates the supervisor staff
- Monitors Vehicles and equipment
- Assures Firearms Proficiency for Armed Officers
- Security Shift Supervisor Miami Dade WASD
- Ensures Policies and Protocol are followed
- Maintains Constant Scheduling Needs
- Establishes Communication link between Officers and Clients

McRoberts Protective May of 2010 to April of 2014

Class K Firearms Trainer/ Supervisor Miami Dade County ISD

Scope: Tactical Firearms Instructor/ Coordinate and supervise GSA Secured Government Facilities (Dade County Courts/Government Center).

- Monitors Armed and Unarmed Security/Screeners Staff for Dade County
- Assures Firearms Proficiency for Armed Officers
- Security Shift Supervisor Miami Dade GSA
- Ensures Policies and Protocol are followed
- Maintains Constant Scheduling Needs
- Establishes Communication link between Officers and Clients



Allied Barton at Feb of 2007 to Nov of 2009

Security Site Supervisor Scope: Manage Security Staff Power plants/ as well as commercial Buildings

- Security operations and administration
- Research and development on training and industry standards
- Ensure Policy compliance FPL /Homeland Security CFR 33/ CFR 10
- Career counselor
- Gives security briefings for the property manager and officers
- Holds Marine Security (marsec) and Transportation Workers Homeland Security Credentials (twic)

Wackenhut Corp. at Turkey Point Sept of 2004 to Feb of 2007

Nuclear Security Responder Scope: Protect Nuclear Facility from nuclear sabotage

- Ensures Nuclear Regulatory Commission/10CFR regulations are adhered to
- Acts as an advisor for high threat strategy
- Participates in shift briefings and offers additional expert advice
- Holds and Maintains Nuclear Badge Credentials from FPL

Wackenhut Corp at Doral Estates Jun of 2001 to Sept of 2004

Custom Protection Officer Scope:/Shift Team Leader: Ensure quality security for upscale residential community

- Controls all security operations while on shifts
- Maintains post-military appearance
- Offers suggestions to post-captain
- Reports all happenings to higher

U.S. Army/ Army Guard Jan of 2001 to Apr of 2007

11b Infantryman Scope: To Train and prepare Infantry Combat Team for Deployment

- Deployed to conduct combat operations for Enduring Freedom Iraqi Freedom and Noble Eagle
- Deployed to conduct disaster operations for nine state emergencies
- Conducts Reconnaissance and surveillance in order to support mission planning
- Squad Project leader for missions and rehearsals
- Administrator for the squad as well as a career counselor
- Ensures that all members are fit for duty

Education

Robert Morgan High School Miami Florida 2001

Miami Dade Community College Criminal Justice Tech AS (Pending Summer 2021)

Miami Dade Community College Emergency Management BS (Pending Spring 2022)



Certifications

Class MB Agency Manager Florida State
Class K Firearms Instructor Florida State
Class G Armed Security Florida State
Class D Security Officer
Class DI Instructor
Notary Florida State
Emergency Medical Technician
Saber Pepper spray Law Enforcement Instructor
ASP Baton /Handcuff/ Flashlight Instructor (MIL/LEO/SEC)
Non-Abusive Psychological/ Physical Intervention Instructor
NRA Law Enforcement Handgun/Shotgun Instructor
NRA Law Enforcement Tactical Shooter Instructor
NRA Law Enforcement Precision Rifle (SNIPER) Instructor
NRA Law Enforcement Patrol Rifle (AR-15/M-4/SCAR) Instructor
NRA Chief Range Safety Officer
NRA Counselor Instructor
First Aid CPR/AED Instructor
Professional Rescuer Instructor
Emergency Medical Responder Instructor
NRA Basic Handgun Shotgun Rifle Instructor
Class cc Intern Private Investigator (awaiting sponsorship)
Gracie Survival Instructor (Candidate)
Reverent Behavior Protocols Author (Pending Florida State Accreditation)

Honors

Combat Infantryman's Badge
Army Commendation Medal with V device for Valor
War on Terror Expeditionary
Army Achievement Medal

Skills

Operations and Planning
Professional Trainer
Conflict
Able to create Policy and procedures

Administration and Career Counseling
Emergency and Disaster Response
Close Protection
4th Generation Warfare Concepts and Application (Anti-Terrorism)
Computer Literate with an emphasis on Microsoft Office Application
Type 60-80 WPM



ATTACHMENT 2.2: TALYN G. CHARTIER, SUPERVISOR



TALYN GEORGE CHARTIER

eagleclaw1988@gmail.com | 305 401 2866 | Homestead, FL 33031

Summary

Focused Security Officer with 10 years experience in security and safety compliance. Acts quickly and confidently during crisis events and emergencies. Extensive training in security and surveillance procedures for public and private needs.

Skills

- Trained in defensive tactics 10 years.
- First aid and CPR certified 10 years.
- Crisis Prevention Intervention (CPI)
- Behavioral disorders familiarity
- CCTV monitoring
- Armory and key control
- Ethical standards of conduct
- High level of integrity
- Reliability
- Strategic planning and organization
- Excellent customer service skills
- Leadership
- Conflict resolution
- Working collaboratively

Experience

Krome Detention Center/Doyon-Akal /
Akima Global | Miami, FL
Detention Officer/Armed Transport
12/2011 - 09/2019

- Maintained the security of Krome Detention Center facility with over 500 inmates on average.
- Upheld the strictest standards for order and discipline to minimize disturbances and keep the peace.
- Quickly responded to emergencies involving the inmate population or staff, including escapes, fights and medical issues.
- Conducted formal, informal and Face to photo Head Counts.
- Identified and settled disputes between inmates to prevent the escalation into major problems.
- Monitored CCTV feeds in the master control room to keep a close eye on all areas of the person.
- Oversaw and reported on the work of inmates working in the kitchen, laundry and other areas.
- Conducted thorough searches of prisoners and cells to identify and remove contraband materials.
- Screened incoming visitors to assess their clothing, remove unauthorized items and verify identities.
- Handled the distribution of commissary purchases and other items to the prison population.
- Followed the proper procedures at all times to protect both inmates and staff.
- Transported and escorted inmates to hospitals, court and other institutions.
- Fingerprinted and photographed incoming and released inmates.
- Performed searches of people, vehicles, mail items and dormitories.
- Followed daily routine schedule and took head counts of all inmates in



Centurion I Miami, FL
Armed Security Officer (Covid-19) Site.
06/2020 - Current

assigned cell block.

- Collaborated with local law enforcement agencies to support criminal investigations.
- Wrote reports outlining incidents such as theft, unauthorized access violations or other unusual occurrences to help support later criminal or civil actions.
- Responded to and thoroughly investigated all reported incidents to protect company assets.
- Patrolled Covid-19 facility every 1 hour to look for suspicious activities.
- Maintained order and safety while providing customer service and information to facility visitors.
- Evaluated credentials of personnel and provided temporary badges to visitors.
- Warned persons of rule infractions or violations and evicted violators from premises.

Wess I Miami, FL
Wess Security by GardaWorld (SRT)
Team
06/2020 - Current

- Worked with local and federal law enforcement agents to apprehend suspicious individuals.
- Surveilled all areas within facility to identify suspicious behavior.
- Guarded restricted areas to prevent unauthorized entry.
- Checked footage and live feeds from surveillance cameras for trespassers and criminal activity.
- Enforced security regulations and escorted non-compliant individuals to private areas for processing.
- Responded to emergency situations quickly to minimize risk and injury.
- Checked credentials and issued passes before allowing access to property.

Triple Canopy I Miami, Florida
Security Officer SuperBowl Detail.
01/2020 - 02/2020

- Enforced policies evenly with all passengers and crew to minimize safety concerns.
- Monitored checkpoints and prevented entry by unauthorized individuals or those carrying contraband items.
- Worked with local and federal law enforcement professionals to investigate and resolve security problems.
- Consulted with customers to understand their desires and suggest the best products to meet their needs.
- Patrolled the premises to identify and quickly respond to suspicious individuals or activities.

Janitorial, Brooks Range Contract Services
Inc I Fairbanks, AK
01/2011 - 10/2011

- Inspected facilities on a consistent basis to identify cleaning and maintenance requirements.
- Collected and removed trash each day to keep the facility free of debris.
- Carefully handled hazardous materials to minimize risks, storing and using each with the safest possible methods.
- Moved heavy boxes, containers and pallets with the use of hand trucks and pallet jacks.
- Completed deep cleaning procedures such as shampooing carpets and washing draperies on a regular schedule.

Education and Training

South Dade Senior High School I Homestead FL
Diploma



08/2007

America Medical Academy | Miami Fl
Some College (No Degree) in EMT

Mariners Learning System | Online
Boat Captain License

License

Conceal weapon License
D-License
G-License



ATTACHMENT 3: ACCORD – CERTIFICATE OF INSURANCE



CENTSEC-01

MFISK

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/26/2021

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 have **ADDITIONAL INSURED** provisions or 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 International Insurance Center Inc 7990 SW 117 Ave Suite 209 Miami, FL 33183	CONTACT NAME: Maria Fisk PHONE (A/C, No, Ext): (305) 279-5446 FAX (A/C, No): (305) 279-4045 E-MAIL ADDRESS: maria@iic.cc																					
INSURED Centurion Security Group LLC 13000 SW 120 Street Miami, FL 33186	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr> <tr> <td>INSURER A :</td><td>Clear Blue Insurance Company</td><td>28860</td></tr> <tr> <td>INSURER B :</td><td>Michigan Commercial Insurance Mutual</td><td>10998</td></tr> <tr> <td>INSURER C :</td><td></td><td></td></tr> <tr> <td>INSURER D :</td><td></td><td></td></tr> <tr> <td>INSURER E :</td><td></td><td></td></tr> <tr> <td>INSURER F :</td><td></td><td></td></tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A :	Clear Blue Insurance Company	28860	INSURER B :	Michigan Commercial Insurance Mutual	10998	INSURER C :			INSURER D :			INSURER E :			INSURER F :		
INSURER(S) AFFORDING COVERAGE		NAIC #																				
INSURER A :	Clear Blue Insurance Company	28860																				
INSURER B :	Michigan Commercial Insurance Mutual	10998																				
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.

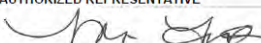
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY			WCSECG000057902	4/23/2021	4/23/2022	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	☒ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:						ERRORS AND OMIS \$ 1,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB ☐ EXCESS LIAB ☐						EACH OCCURRENCE \$
	☐ OCCUR ☐ CLAIMS-MADE						AGGREGATE \$
	DED ☐ RETENTION \$						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC100-0017499-2021A	3/5/2021	3/5/2022	☒ PER STATUTE ☒ OTH-ER \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A				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)
Security Guard Company with Armed and Unarmed Guards

Covid Testing / Vaccine Sites
18255 Homstead Ave Miami, Fl
151 N Pervis Ave, Opa-Locka, Fl
4331 NW 36 Street Lauderdale Lakes Fl
7000 Miramar Pwky Miramar, Fl
11380 NW 27 Ave Miami, Fl

CERTIFICATE HOLDER

CANCELLATION

Florida Division Of Emergency Management 2555 Shumard Oak Blvd Tallahassee, FL 32399-7018	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 
---	---

ACORD 25 (2016/03)

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ATTACHMENT 4: 2020 FINANCIAL STATEMENTS

Centurion Security Group, LLC. Profit & Loss January through December 2020

	Jan - Dec 20
Ordinary Income/Expense	
Income	
Late Fee Charges	255.76
Returned Item Refund	-211.80
Sales	4,002,088.96
Security Service	8,325.00
Uncategorized Income	200.00
WIRE TRANSFER INCOMING	80,213.69
Total Income	4,090,871.61
Gross Profit	4,090,871.61
Expense	
Advertising and Promotion	1,287.79
Automobile Expense	
Gas Mileage	17,176.35
Golf Cart Rental	2,094.00
Lease Payments	23,514.75
Repairs & Maintenance	9,516.00
Tolls	4,363.27
Vehicle Registration	52.10
Automobile Expense - Other	18,190.62
Total Automobile Expense	74,907.09
Bank Service Charges	
Overdrafts	1,085.00
Returned Item	-33,895.42
Wire Transfer Fees	165.00
Bank Service Charges - Other	153.00
Total Bank Service Charges	-32,492.42
Bid Bond	9,400.00
Bonds	
Performance Bond	4,219.50
Total Bonds	4,219.50
Business Taxes	2,201.54
Business Licenses and Permits	205.50
Cloud Accounting Professionals	2,400.00
Computer and Internet Expenses	
Equipments	721.97
Softwares	11,791.67
Computer and Internet Expenses - Other	42,774.80
Total Computer and Internet Expenses	55,288.44
consulting services	23,272.72
Continuing Education Trainings	2,637.21
DEPARTMENT OF REVENUE	36.50
Dividend Exempt	21,000.00
expenses	
Training	1,050.00
expenses - Other	9.00
Total expenses	1,059.00
Government Office Expense	12,069.55
Health Care	1,320.00



Centurion Security Group, LLC.
Profit & Loss
January through December 2020

	Jan - Dec 20
Insurance Expense	
Crum & Foster Insurance	50,966.78
IPFS Insurance	24,177.71
Liability	6,549.76
Workman's Comp	51,587.00
Insurance Expense - Other	-3,755.53
Total Insurance Expense	129,525.72
Interest Expense	6,417.14
IT Services	1,195.35
Lincenses and Permits	150.99
Loans	110,112.91
Log Books	321.00
Mail & Carrier Fees	385.01
Meals and Entertainment	424.83
Miscellaneous	8,495.09
Office Expense	
Association Dues	1,163.00
Office Expense - Other	20,085.62
Total Office Expense	21,248.62
Office Supplies	4,645.73
Outside Services	
Dispatch	34,000.00
Security Services	-156.82
Outside Services - Other	3,000.00
Total Outside Services	36,843.18
payroll Check	3,638.60
Payroll Expenses	
ADP Fees	55,147.39
Employee Wages	516,744.02
Payroll Advance	2,050.00
Payroll Taxes	259,121.79
Wage Garnishment	8,308.44
Payroll Expenses - Other	1,621,772.14
Total Payroll Expenses	2,463,143.78
Postage and Delivery	16.50
Principal and Interest	13,104.43
Professional Fees	
Accounting Services	575.00
Legal Services	18,875.00
Licenses	75.00
Professional Fees - Other	578.90
Total Professional Fees	20,103.90
Reimbursement For Gas	20.00
Rent Expense	
Quarterly Association Dues	8,966.00
Rent Expense - Other	61,296.92
Total Rent Expense	70,262.92
Repairs and Maintenance	8,967.22
Sales & Use Tax	114,770.88
Security Equipment	
Radios	10,450.00
weapons	7,532.79
Security Equipment - Other	2,837.04
Total Security Equipment	20,819.83



Centurion Security Group, LLC.
Profit & Loss
January through December 2020

	Jan - Dec 20
Service Charge	78.00
Telephone Expense	17,574.28
TRANSFER ONLINE	-972,069.66
Travel Expense	-144.73
Uniforms	24,573.48
Utilities	
Comcast Cable	3,146.97
FPL	4,063.98
Total Utilities	7,210.95
Wire Transfer Outgoing	29,362.87
Total Expense	2,320,011.24
Net Ordinary Income	1,770,860.37
Net Income	1,770,860.37



Centurion Security Group, LLC.
Balance Sheet
As of December 31, 2020

	Dec 31, 20
ASSETS	
Current Assets	
Checking/Savings	
IRS Payment Account	2,296.34
Loan Repayment Account	1,291.00
Regions Bank	879,024.76
TD Bank	410,309.97
TD Operating Account - Primanry	-7,720.64
Total Checking/Savings	1,285,201.43
Accounts Receivable	
Accounts Receivable	-277,110.61
Total Accounts Receivable	-277,110.61
Other Current Assets	
Payroll Asset	-1,850.00
Total Other Current Assets	-1,850.00
Total Current Assets	1,006,240.82
Fixed Assets	
Capital Improvement	22,436.96
Total Fixed Assets	22,436.96
Other Assets	
Security Deposits Asset	8,439.00
Total Other Assets	8,439.00
TOTAL ASSETS	1,037,116.78
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	6,508.99
Total Accounts Payable	6,508.99
Credit Cards	
Capital One Credit Card	-26,323.61
Capital Spark Credit Card	-4,941.56
Chase Credit Card	-14,601.97
Total Credit Cards	-45,867.14
Other Current Liabilities	
Advance Customer Payments	27,877.60
Damaged Equipment	300.00
Direct Deposit Liabilities	-77,384.07
Edward & Maria Heflin	3,334.00
Loan Payable Feick Security	-4,669.52
Loan Repayment	-51,100.00
Payroll Liabilities	600,958.13
Sales Tax Payable	182,518.53
Traffic Tickets	26.00
Total Other Current Liabilities	681,860.67
Total Current Liabilities	642,502.52



	Dec 31, 20
Long Term Liabilities	
Loan	-93,579.25
Total Long Term Liabilities	-93,579.25
Total Liabilities	548,923.27
Equity	
Member 1 Draws	-53,000.00
Opening Balance Equity	36,212.01
Retained Earnings	-177,188.62
Shareholder Distribution	-123,991.12
Net Income	806,161.24
Total Equity	488,193.51
TOTAL LIABILITIES & EQUITY	1,037,116.78



ATTACHMENT 5: CAPABILITY STATEMENT

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Delivering Legendary Service

We are fixated on service excellence. Our background investigation and selection process, training programming, account documentation, quality assurance process and metrics are created and driven based on exceeding our customers' expectations. This level of detail has resulted in high customer satisfaction and retention ratings. We are proud to say that we have never lost a customer due to service since our founding 6 years ago!



Unparalleled Level of Responsiveness

We learn about our customer's business – its culture, needs, issues, nuances and philosophy and then integrate this into our business processes. We recruit and select only those candidates who reflect what's important at our client's sites and who embrace the values of our company and our client's company. When there is a service issue, we immediately respond, hold people accountable, fix the problem and then determine its root cause so it doesn't happen again. Our mission is to provide responsive and legendary service!

Giving Your Options Back

While our competitors offer inferior products and "one-size-fits-all" service, we seek to understand our customer's business-related needs and create unique service solutions that reflect these requirements. Using our Client Culture Audit, for instance, we identify the key characteristics that reflect your unique culture and the specific security needs at your site(s). We then translate these into a customized recruiting profile and behavioral interview questions that ensure a match between your organization and our officers. This cultural match yields greater customer satisfaction, improves officer retention and loyalty, and strengthens your security program.





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Don't settle for the impersonal service, "one-size-fits-all" products, and poorly trained officers offered by the contract security industry today. Instead, choose the personalized service, customized solutions, and well trained and motivated personnel that only Centurion can offer. We can bring a new dimension to your security program, increase the safety of your facilities and, ultimately, create a feeling of greater security and satisfaction among your own employees and visitors.

America may be the land of opportunity, but companies searching for contract security services find their options limited today. In this era of security company consolidation, large European corporations have acquired many American-owned companies; as these American-owned companies have disappeared, so, too, has the American style of personal, customer-focused service for which they were known. Gone as well is that unique understanding of the American security market that only experienced American security professionals have. Impersonal service and "one-size-fits-all" solutions have become the norm, the only option.

In addition to the trend away from American ownership, the industry has also experienced a decline in the number of significant privately-held security companies. Today, shareholders, not customers, are the chief influence on security companies' financial and service standards. Shareholder return and the bottom line have become the driving force in the industry, while customer service and employee training and retention have taken a back seat.

As a contract security customer, the trends toward consolidation and public ownership truly limit your security options. In return for your security dollars, you receive inferior products, impersonal service, poorly trained officers, and high turnover. As a result, your security program suffers, as does the safety of the people and properties you are charged to protect.

You deserve much more from your contract security provider, and Centurion Security Group delivers. Centurion Security Group was founded to give back your options in the contract security market.





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Taking Care of Our People

Centurion Security Group's annual turnover is at an industry benchmark of 23% and close to 70% of our existing employees come from incumbent employee referrals. We founded the company based on creating a work culture, benefits program and recognition process that seeks to never forget that our front line officers are the key to our success and always will be.



American Owned / Privately Held

Centurion Security Group is proud to be an American-owned company that understands that there is nothing more important than this nation's homeland defense. This characteristic has become more and more unique over the past decade as an increasing number of regional and national American security services companies have been acquired by large, foreign-owned and operated conglomerates who offer detached, arrogant and impersonal services to their customers. Our security solutions are based on the values, culture, national pride and work ethic that have made this country so great.



We are also very proud to be a privately-held business. This means our decisions can be made based on needs and best interests of our people and our customers as opposed to what impact these decisions will have to a stock analyst. Our business model was created based on today's customer and employee needs NOT tomorrow's stock price or end of quarter earnings assessment.

Seamless Transition Process

Our commitment to provide responsive, legendary service begins prior to contract start-up. Centurion Security Group's account-specific service parameters and quality standards are developed once a partnership agreement has been solidified. During our transition period at a customer site, a customized service delivery plan is developed to include the following elements:

- Building profile, nuances, tenant cultures and key focus areas
- Employee selection criteria



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- Special training requirements and on-site training curriculum
- Job responsibility/assessment
- Post assignment orders and emergency procedures
- Job Safety analysis
- Establishment of quality benchmarks, evaluative metrics and corrective action processes
- Written standards of performance and responsiveness targets (quality goals)
- Strategic and tactical security issues and plan development
- Technology Utilization Plan
- Determination of assessment and feedback methods
- Special client issues and requirements
- Qualitative and quantitative reports as defined by the customer
- Detailed transition plan and quality dashboard to track transition process, milestones and the voice of the customer



These initial Quality Standard Areas (QSA's) are then integrated into all account processes for each building, site and property (selection, training, operations, support). They are also used to create a set of measurable performance objectives for each level of personnel and for each post assignment that will be used in the performance review process.

Centurion Security Group's transition process is extremely methodical and includes meetings with each property manager and chief engineer to assess the service delivery method, current staff, training deficiencies, building/tenant nuances, unique security/safety/fire risks and overall feedback from the property management team on the state of the current program and the desired state of the security program once Centurion Security Group assumes the services contract. A detailed project plan is created for each property to include key activities, milestones, owners and due dates. This plan is updated daily and weekly and provided to each property manager in a dashboard version focusing on key transitional activities and results. We also create a customized and robust communication plan for the security staff and property management so that both stakeholder groups are informed every step of the way as to our progress in transitioning the account.

Value Add Services

One of Centurion's key market differentiators is providing a clear and measurable value proposition to our clients, which helps reduce client risk, provide greater return to each billing dollar and create and deliver programs and services that go beyond the traditional manned security officer provider.



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Many providers claim to provide value-added services but either include the costs of these services in the bill rate or later indicate these services, in order to be provided, must be billed on a pass through basis. Our value-add capabilities are provided with no direct or indirect cost to the client and include:

- Building condition, safety, maintenance and janitorial inspections to identify:
 - Safety hazards
 - Engineering systems check and monitoring
 - Burned out lighting
 - Overgrown landscaping
 - Potential security risks
 - Equipment not operating properly
 - Office/common area cleanliness
 - Fire and life safety equipment not working properly
 - Fire extinguisher inspections
 - Anything that could have a negative image on the property's overall look, safety and security
- Employee educational sessions which are facilitated by Centurion's local security experts addressing a wide range of topics that can be taught via a web-based seminar or an instructor-led class (such as a "Lunch and Learn" monthly or quarterly program):
 - Crime prevention
 - Workplace violence
 - Active shooter
 - Suspicious activity/persons/package reporting
 - Office creeper
 - Laptop theft prevention
 - Home safety
 - Holiday safety
 - Child safety (stranger danger, internet safety, bullying)
 - Vehicle safety
 - Identity theft
 - Fire prevention, including training on the use of fire extinguishers
 - Terrorism awareness and preparation
 - Earthquake/wild fire preparedness
 - Severe weather preparedness
 - CPR/First aid/AED (for employees and their families; materials would incur a cost but not instruction)
 - Safe driver training (for adults and teens)





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- Executive security training (travel, driving, home, abroad)
 - Other client-specified training or topics of interest
- Employee educational sessions which are facilitated by Centurion's local security experts addressing a wide range of topics that can be taught via a web-based seminar or an instructor-led class (such as a "Lunch and Learn" monthly or quarterly program)
- Facilitation of a security/safety orientation for new client employees and vendors.
- Coordination of site familiarization tours with local fire department and law enforcement.
- Development of a fire warden training program which includes working with the local fire department in validating a site's fire evacuation plan and conducting training for fire wardens and employees.
- Management of security program components such as programming and issuance of access cards, coordination of system repairs/maintenance, conducting site physical vulnerability assessments and establishing close, working liaisons with local, state and federal law enforcement agencies.

We also have the capability to deliver a wide range of billable services over and above a site's contract security needs including investigative, shuttle bus, locksmith, medical/chemical response, badge room and proprietary data collection services.

Recruiting

Because our employee retention is extremely high at all of our locations, we do not experience frequent openings. When additional personnel are needed, however, we recruit from a variety of sources including:

- Monster.com, Career Builder, and other internet job sites
- Social networking sites
- Local advertisements
- Job fairs
- Military and veteran organizations
- Customer service industry, including concierge and hotels
- State and local unemployment offices

But the best source of recruiting is our own employees! Nationwide, nearly 70% of new hired security officers come from referrals by their friends and family members who already work for Centurion Security Group. Under our referral bonus program, an employee who refers a job candidate who is selected by Centurion Security Group receives a \$100 employee referral bonus after the new employee's 90 day anniversary with the company.





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Unlike other companies in our industry, we recruit officer candidates based on the specific success factors at each account (including the customer's culture, contract specifications/requirements, security department key result areas and position expectations) the individual site where the candidate will work and the post to which they will be assigned. This recruiting profile evaluates the following categories and assesses if each matches the assignment where the officer will work:

- Work history
- Work schedule, pay requirements
- Personality traits and propensities
- Success factors in previous jobs
- Candidate's likes/dislikes and motivators
- Ability to support client's culture
- Ability to meet or exceed position requirements
- Potential success barriers

Selection Process

Centurion's selection process includes the following components:

- Detailed pre-interview questionnaire to assess candidate's qualifications and culture match with position.
- Comprehensive employment application that solicits information on the candidate's present and past employment, education and military experience along with a listing of references.
- Assessment of the candidate's appearance, dress, demeanor, communication skills, writing ability and professionalism.
- Completion of a "Culture Match" essay form to assess how a candidate thinks and can express him/herself. This form states Centurion's mission and then asks the candidate to write about how they will support it. In addition, the form asks the candidate to recall when they have provided "legendary service" in past jobs and to indicate how they would respond to a customer service challenge.
- Multiple face-to-face interviews with the region's human resources manager along with other Centurion representatives such as the operations manager, account manager and regional vice president. These individuals will





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ask the candidate questions that are very specific to the post to which they will be assigned. The purpose of these interviews is to ensure that the candidate will be a perfect fit for the site and client. It is very important that the manager at the account for which the candidate is being considered interviews the candidate so that the manager “buys into” the hiring decision.

- Additional interview with customer representatives, as requested
- Five panel oral swab drug test
- Comprehensive background investigation

Background Investigation

All candidates for employment who have been given a conditional offer of employment are required to submit to the following background investigation that is conducted by Centurion’s background investigation team led by Jim Julian:

- Social Security Verification
- Employment Verification
- Education Verification
- Validation of all addresses provided by candidate
- 10 year federal, state and county criminal records check
- Motor Vehicle Records (MVR) checks
- Reference checks
- Other checks as required by the client (such as credit check)



Employee-Focused Work Culture

We recognize that we are only as good as our front-line officers and the site security team. We know that if we take care of our employees, they will take care of our customers!

When Centurion Security Group was founded in 2010, we not only wanted to be a different company for our customers and the security industry, we also wanted to be a different company for our employees. That’s why Centurion has focused a large amount of attention and





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resources in building a work culture that celebrates the performance of our officers and treats them with respect, dignity and professionalism.

Our comprehensive health insurance program coupled with a robust employee recognition program and other unique benefits (that no other security company offers) have resulted in industry-leading employee retention and satisfaction levels. We genuinely care for the welfare and happiness of every employee and are committed to helping them build a very rewarding career with us. Whether an employee stays with us six months or six years, we want them to enthusiastically say that Centurion was the best company they have ever worked for!

Benefit Plan

Our culture was founded on the delivery of “legendary service” to our clients that is based on employee recognition and satisfaction, which includes the following benefit offerings:

- Paid bereavement days
- Paid jury duty time off
- Tiered paid time off schedule based on officer tenure
- Superior quality uniforms; generous issue quantity and professional tailoring – all free to our employees
- Employee referral bonus (70% of our employees already take advantage of this!)
- 15-day paid sabbatical to reward tenured employee loyalty



Centurion Security Group prides itself in having the most educated and qualified security professionals in the industry. We encourage and reward employees who decide to go back to school or achieve further educational designations and knowledge. Through our tuition reimbursement program, Centurion reimburses employees up to \$500 per year for tuition and related costs associated with coursework related or unrelated to the security industry.

Service Excellence Award

Centurion proudly recognizes security officers and supervisors on a monthly or quarterly basis for demonstrating their commitment to provide legendary service to the customers they serve.

Qualifications for Award Consideration include:

- Perfect attendance throughout the month; no call-offs or no shows.



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- Consistent level of professionalism displayed at all times, including perfect appearance and a helpful, cooperative and positive demeanor
- Excellent working knowledge of site and post
- Demonstrated actions associated with a specific incident that went above and beyond the call of duty or exhibited actions associated with delivering a high level of customer service to the client
- Customer or Centurion commendation/recognition

Awardees receive the following:

- \$50 gift card and framed award certificate
- Recognition at the site and regional levels
- Site award ceremony with Centurion and customer representative, if available
- Their name on a plaque that has been installed at each site

Legendary Service in Action

Man's Life Saved After Suicide Attempt

A Centurion security officer was dispatched to the scene of a person allegedly passed out and possibly intoxicated. Upon further investigation, the officer quickly assessed that the person had attempted suicide. The officer's quick thinking and immediate aid helped save this individual until help arrived. Here is an excerpt from an email sent by the property manager of the building where the incident took place.

"Centurion team—I wanted to share with you something that occurred at the property this morning and how your officers responded. We received a call at 8:15 am from the landscapers that a man was in the bushes between our two buildings and passed out drunk. Our 1st shift supervisor, Captain Shameka Jones, was dispatched and dialed 911 while in route. When she arrived to the scene she quickly realized that the man was not drunk but had attempted suicide by cutting his wrists. Jones was the 1st responder and Captain Lazaro Perez was 2nd. When I arrived a few minutes later, the officers were grabbing shirts from Officer Jones' vehicle nearby and ripping it into strips in order to stop the bleeding around his wrists. The officers were talking to the man, trying to keep him somewhat alert until the paramedics arrived. During this time, Officer Jones was already working to secure the scene and two entrances approaching the bushes by directing traffic."

"After the paramedics and police arrived on scene, Jones worked with them side by side by holding the fluids &





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oxygen bag, tracking down the employee's facility manager (he worked for Allstate, one of my biggest tenants) and positively identifying the individual.

I'm writing this and going into great detail just to show you how a real life emergency was handled by your officers. I know that you guys train, teach, talk, write Standard Operating Procedures, etc about this stuff all the time but how often does a Centurion employee actually get to experience such an event? These two officers, particularly Jones, handled the situation with such grace and integrity; they can even be considered a reason why this man is alive and will fully recover."

Be well,
Julietta, Cacciatore

Legendary Service In Action

Sunny Isles Site Supervisor Comes to the Rescue

Orlando Rivera, Centurion's Site Supervisor at one Sunny Isles most premier residential condominium community properties responded to a medical emergency at a residential unit. The victim, a retired judge, had collapsed and was experiencing very distressful symptoms associated with a serious medical condition. Orlando immediately called 911 and responded to the judge's unit where he provided compassionate comfort and first aid to the victim until Sunny Isles EMS responded and took control of the scene.



Orlando's immediate responsiveness demonstrated compassion to the resident and extremely professional and calming demeanor directly led to the victim making a complete recovery. Site Supervisor was awarded Centurion's Legendary Service Award. The property's Director of Residences noted, "It is this level of unselfish service that allows us to set our property apart from other residences in Sunny Isles and provide the best experiences for our residences, if even in the not so pleasant of times."

Legendary Service In Action

Potential Catastrophic Fire Averted Thanks to Officer's Fast Thinking



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During the early morning hours, Security Officer Christian Ndanga was conducting a routine interior patrol of a residential property in Opa Locka, Florida when he noticed a faint smell that he could not immediately identify nor did he know from where in the area the odor was coming. After several minutes, Officer Ndanga tracked the smell to the maintenance building, behind the laundry room. He felt the door and after ensuring it was cool to the touch, he opened it to discover an electrical panel smoldering. After re-securing the door, Office Ndanga immediately called 911 and Opa Locak OD and alerted the property manager and maintenance team. Opa Locka fire crews arrived within minutes and put the fire out.



The arriving battalion chief and lead maintenance person indicated in their after-incident reports that, "if not detected by Security Officer Ndanga at the time it was discovered, the event would have developed into a major fire and possible explosion..." Officer Ndanga's attentiveness and immediate actions could very well have averted a major disaster, and, because of his actions, he was presented with Centurion's Legendary Service Award.

Philosophy and Approach

Centurion's philosophy in developing and deploying the capabilities of our personnel at a client site is centered on learning not training. Training is a mechanical activity that fails to assess the results associated with it; learning is a dynamic process where information and skills are delivered to our people in a manner that maximizes the retention and application of this information and skills to real, on-the-job situations. Anyone can attend training, but how much the student has learned and can apply without error is the value-add associated with a learning-centered organization and ultimately reflected in the energetic service levels that our officers provide.

Centurion's approach to training is very different than our competitors. Rather than delivering generic training to new security officers who will be assigned to work at a variety of accounts in a wide range of vertical markets or requiring new officers to sit and watch an endless series of outdated videos, Centurion has developed a very customized curriculum specifically created to address the needs, challenges and situations that are unique to the specific market and account where a new officer will be assigned.

We also believe in instructor-led courses that allow a high level of interaction among the students and instructors that





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provide a critical opportunity to assess the new officer's potential abilities in the areas of communications, thinking and service excellence. That's why every one of Centurion's branch offices is equipped with a state-of-the-art training facility that is staffed by a full-time professional training staff.

As a learning organization, Centurion is committed to error-free and value-added performance at every service interaction and at every level of our organization. The measure of our success in maintaining industry-leading customer retention levels and consistently high customer satisfaction scores is rooted in our robust and multi-tiered training programming, which includes:

- Instructor-led pre-hire training academy
- Detailed, customized and comprehensive post orders
- Structured On-the-Job training process
- Initial post certification test
- Weekly performance reviews tied to post performance
- Final post certification examination
- Final post certification
- On-going/annual/in-service training
- Centurion's Interactive Learning System
- Certified Protection Professional (CPP) training and designation



Post Orders

Training at a site and the operational excellence of its security staff is in large measure based on the quality and completeness of site post orders. Post orders also serve as the foundation for on-the-job, in-service and emergency response training and provide a means to avoid, mitigate and defend liability claims.

The post orders written by other security companies are, quite frankly, abysmal. Many times these documents are outdated, copied off the page and are poorly organized and, as a result, not used. In some cases, information about the previous security company is still listed in the document! And in almost every case they are too generic and fail to capture and discuss key building and site information such as fire and life safety systems.

Centurion invests significant time in learning every aspect of the site where we will be providing security coverage. This process includes conducting a detailed floor-by-floor walk through of each building with engineering and property management staff in order to construct a comprehensive post orders document that will serve as the basis of superior on-the-job and in-service training. We



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also spend time at each post and learn each piece of security and life safety equipment and, if necessary, write standard operating procedures on how each component works. And finally, we work with each security officer in learning what they do from THEIR perspective and ask them to review the operating documentation related to their post.

Centurion's post orders are divided into ten major sections that include the following:

- Building/Property Overview, including customer brand, mission and values and how the officer can support them
- General Responsibilities and Performance Expectations
- Post duties (shift and post)
- Patrol – areas of focus; what to look for; site risks, detailed patrol checklist; documentation
- Fire and Life Safety Systems – types, operation
- Security and Building Support Systems – types, operation
- Building Security Policies and Procedures
- Reports, Forms, Logs
- Keys and Equipment
- Emergency Procedures and Emergency Contact List

Post orders are written in easy to understand language with heavy use of bullets and information in outline form to facilitate use and comprehension. Feedback from management, engineering and security is integrated into the final version of each post operating manual with frequent updates and information validation.

On-the-Job Training

All Centurion officers are required to satisfy minimum on-the-job (OJT) standards (based on sophistication of post and individual client requirements) using Centurion's structured and documented on-the-job training methodology.

For each post, a detailed OJT checklist is created and used to facilitate a new officer's training at the account. Each post uses a checklist that is customized for the post and site using Centurion's base template. The checklist is used to ensure all aspects of an officer's responsibilities and duties are covered in a consistent manner and within the proscribed time frame as specified by the client. The checklist is used by the designated officer trainer and covers the following learning categories:

- Post description





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- Account overview
- Key duties and responsibilities
- Customer priorities and “hot buttons”
- Post-related equipment/usage
- Customer service
- Access control (if applicable for that post)
- Fire, life safety and building support systems and equipment
- Security
- Emergency procedures
- Safety
- General
 - Reports, logs, forms
 - Communications protocols
 - Work schedule
 - Time sheet
 - Client policies
 - Appearance standards
- Detailed site/building tour and familiarization
- Demonstrations (of equipment, duties)
- Scenarios (likely non-emergency and emergency situations)



Each category of instruction includes a sign-off by the office and the training and final documentation that the officer was trained using the OJT checklist and within the required training time duration.

The OJT training process heavily relies on Centurion’s comprehensive post orders that were developed at the time of our partnership launch with a client. All checklists and testing instruments used in the training process are vetted and validated by client representatives and the actual officers working the posts, thus maximizing program legitimacy, stakeholder feedback and officer performance/effectiveness.

All officers/supervisors who are designated post trainers receive instruction in proper field training techniques and a detailed overview of Centurion’s OJT post training certification process.

Post Certification

All Centurion security personnel are certified in the post in which they will be assigned. This certification process involves the completion of a comprehensive OJT checklist, an initial post knowledge test, weekly performance evaluations over the first 30 days of the officer’s deployment at a post and a final certification examination that blends complex scenarios and questions to assess the officer’s ability to know and apply routine and emergency concepts and protocols to actual and potential situations and circumstances. At the end of the process and only after the officer has



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successfully completed all elements of training (and is finally reviewed by his/her post trainer or supervisor), the officer is formally certified to work the post for which they were selected.

Initial Post Knowledge Test

At the end of the OJT period and following completion of the OJT checklist, newly assigned officers are given an initial test to determine their initial knowledge of the post and associated responsibilities. The test includes multiple choice and open ended questions along with scenarios to determine how the officer will react to routine, non-routine and emergency situations. Each test is customized based on the site and post but is usually 20 to 25 questions that pose basic questions about the officer's key duties and the property to which they are assigned.

Completed tests along with the OJT checklists are reviewed by the post trainer and shift supervisor to determine the new officer's proficiency to stand the post in a solo assignment. Any incorrect questions are addressed by the trainer and shift supervisor. If necessary, an officer will be re-trained in the area(s) where they did not satisfactorily answer test questions. Once re-training occurs (if any is required), the officer is certified for solo duty at the post for an initial period of 30 days.

Weekly Evaluations

Once an officer has been certified for initial post assignment, the officer's performance is then evaluated weekly for four weeks by the officer's supervisor(s) using a post evaluation form. This evaluation will assess:

- Competency on post
- Knowledge of duties and responsibilities
- Paperwork, reports and forms
- Customer service
- Safety
- Understanding of emergency response procedures
- Ability to successfully discuss actions in a routine and non-routine scenario
- Demonstrated ability to use equipment properly
- Image, demeanor and overall performance
- Areas of strength
- Areas of improvement
- Required actions by the officer or the supervisor
- Client management feedback, as appropriate and applicable

For each review category the officer is rated in one of three categories: "Exceeds Expectations," "Meets Expectations" or "Needs Improvement." Any deficiency noted is addressed and an action plan developed in concert with the site trainer and Account Manager.



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Final Post Proficiency Examination

At the end of 30 days of solo post assignment, the officer is given a comprehensive examination to determine if the officer has the acceptable level of competency to permanently be assigned to the post. Exams present 15 to 20 scenarios along with related questions to determine if the officer can successfully apply post knowledge to various situations that are specific to the site, post and duties.

Exams are administered and corrected by the officer's supervisor. Final certification examinations are developed during Centurion's transition process and reflect the requirements of the post and building.

Final Certification

Once all elements of Centurion's post certification process have been facilitated, the security officer is internally-certified to work the post to which he/she has been assigned. No officer is allowed to work a post if they do not have this certification. In order to maintain this certification, officers are required to pass an annual re-certification exam, successfully complete in-service/annual training and participate in monthly post training audits that are conducted by shift supervision.

Specialized Training

Some clients require that our officers attend certain client-specified training or possess certification in areas such as first aid/CPR/AED, defensive driving, pepper foam/spray usage and similar programming. These programs are either taught by Centurion representatives, client representatives or are outsourced to external organizations (such as the American Red Cross).



On-Going Training

Centurion works very closely with our client representatives to design a customized on-going training program for all officers. Training takes the form of written material, computer-based training, desk top exercises, spot quizzes and assessments, training bulletins and special classroom sessions. Core topics include:

- Professionalism and ethics
- Post orders/duties
- Fire and life safety
- Delivering legendary service



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- Crime awareness/deflection
- Active shooter and workplace violence
- Suspicious persons/activities/packages
- Terrorism
- Critical/emergency incident response
- Report writing and communication

A training plan and calendar is developed each year and monitored on a monthly basis to ensure compliance and results associated with all training facilitated.

Computer-Based Training

Centurion offers computer-based training (CBT) to our employees as part of a required and optional training process. Our officers are provided access an e-learning portal that allows any employee anywhere in the world to access a host of fun, interactive and interesting courses on a 24-hour/7-day-a-week basis, including:

- Professionalism and Ethics
- Legal Authority and Limitations
- Liability Avoidance
- Effective Report Writing
- Communications
- Effective Patrol Techniques
- Emergency Procedures
- Crowd Control
- Courtroom Testimony
- Safety
- Fire and Life Safety
- Fire Protection/Detection Systems
- Proactive Fire Prevention Patrol Techniques
- Fire Extinguisher Usage
- Defensive Driving (via National Safety Council)
- Homeland Defense courses
- Account and site-specific courses, including on-line post orders, post tests and monthly training topics



The interactive courses were custom-developed by adult learning development professionals who are noted experts in physical security, risk management and life safety concepts. Each CBT course includes narration, high intensity graphics, digital photography and imbedded interactive exercises and testing. There is also a course quiz at the end of every program to assess the student's retention of the material presented. Since "SAILS" is internet-based, training managers and customers can download reports on usage and test scores.



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The computer-based training programs reside on a Learning Management System (LMS) managed by Intellum, an Atlanta-base learning development company. The LMS serves as an external computer server and provides employees and customers with a cutting edge and unparalleled learning and knowledge-capturing source. Using the LMS, we are able to store, create, manage and distribute, via internet and/or CD/DVD technology, proprietary and off-the-shelf basic and advanced training programming to our employees at work and at home. This means that our officers can enroll in and be tested on a repertoire of result-driven programs at a time when it is convenient to them and in a method that much more learning and cost effective than traditional classroom programming. They also are able access their own individual learning profile and download a transcript of all courses they have taken.

Using LMS technology, participants are tracked through test scores and documentation, particularly critical when managing compliance training requirements, such as CPR/AED; medical, chemical and emergency response training; or security officer driver's and security licensing renewals. The LMS also enables a region and account to store a variety of information – such as post orders, policies/procedures and other post or account documentation. Reports can be generated showing an officer's training and learning path, including instructor-led courses, on-the-job training, post test/exam scores and any annual training conducted along with their activity in accessing computer-based courses. We also have the capability of internally creating customized computer-based courses based on the needs of our client or site-specific circumstances and training needs.

Certified Protection Professional (CPP)

Centurion makes available to all operational management the opportunity to become "Certified Protection Professionals" or CPP through the American Society for Industrial Security (ASIS International). A CPP designation represents the pinnacle of achievement in the private security field. The designation requires the candidate to meet or exceed very high standards and pre-requisites including, a certain level of years and background in the security industry, multiple references and the ability to pass an extremely grueling four-hour certification test that assesses the candidate's knowledge of all aspects of physical, intellectual and personnel security.

More than 12,000 security professionals across the world have earned the designation of CPP. This group of individuals has demonstrated its competency in the areas of security planning, physical security systems, security solutions and best-business practices through an intensive qualification and testing program. As a result, these men and





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women have been awarded the coveted designation of CPP and are recognized as proven leaders in their profession.

The CPP designation and associated certification process is administered by the American Society for Industrial Security, the trade association representing the private security industry. It is a designation that carries with it respect and prestige and will always stay with the individual certified no matter their future course of employment. We are proud to financially sponsor our employees in obtaining this certification and, as a result, further developing their career potential at Centurion or wherever their career leads them.

All managers who qualify for CPP designation are reimbursed all expenses associated with passing the CPP examination.



ATTACHMENT 6: CENTURION SECURITY – EMPLOYEE HANDBOOK

CENTURION SECURITY GROUP, LLC.

License: B1000166



Employee Handbook



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1.1 WELCOME TO CENTURION SECURITY GROUP, LLC

Centurion Security Group, LLC (CSG) has prepared this handbook to provide you with an overview of CSG's policies, benefits, and rules. It is intended to familiarize you with important information about CSG, as well as provide guidelines for your employment experience with us in an effort to foster a safe and healthy work environment. Please understand that this booklet only highlights company policies, practices, and benefits for your personal understanding and cannot, therefore, be construed as a legal document. It is intended to provide general information about the policies, benefits, and regulations governing the employees of CSG, and is not intended to be an express or implied contract. The guidelines presented in this handbook are not intended to be a substitute for sound management, judgment, and discretion.

It is obviously not possible to anticipate every situation that may arise in the workplace or to provide information that answers every possible question. In addition, circumstances will undoubtedly require that policies, practices, and benefits described in this handbook change from time to time. Accordingly, CSG reserves the right to modify, supplement, rescind, or revise any provision of this handbook from time to time as it deems necessary or appropriate in its sole discretion with or without notice to you.

No business is free from day-to-day problems, but we believe our personnel policies and practices will help resolve such problems. All of us must work together to make CSG a viable, healthy, and profitable organization. This is the only way we can provide a satisfactory working environment that promotes genuine concern and respect for others including all employees and our customers. If any statements in this handbook are not clear to you, please contact CSG president or his designated representative for clarification. This handbook supersedes any and all prior policies, procedures, and handbooks of CSG.

1.2 COMPANY PHILOSOPHY

In keeping with CSG's philosophy of open communication, all employees have the right and are encouraged to speak freely with management about their job-related concerns.

We urge you to go directly to your supervisor to discuss your job-related ideas, recommendations, concerns and other issues which are important to you. If, after talking with your supervisor, you feel the need for additional discussion, you are encouraged to speak with the Operations Manager and finally the COO or President of Centurion Security Group.

The most important relationship you will develop at CSG will be between you and your supervisor. However, should you need support from someone other than your supervisor, the entire management team, including the president, is committed to resolving your individual concerns in a timely and appropriate manner.

1.3 EQUAL EMPLOYMENT OPPORTUNITY

It is the policy of CSG to provide equal employment opportunity to all employees and applicants for employment and not to discriminate on any basis prohibited by law, including race, color, sex, age, religion, national origin, disability, marital status or veteran status. It is our intent and desire that equal employment opportunities will be provided in employment, recruitment, selection, compensation, benefits, promotion, demotion, layoff, termination and all other terms and conditions of employment. The President of CSG and all managerial personnel are committed to this policy and its enforcement.

Employees are directed to bring any violation of this policy to the immediate attention of their supervisor or CSG president. Any employee who violates this policy or knowingly retaliates against an employee reporting or complaining of a violation of this policy shall be subject to immediate disciplinary action, up to and including discharge. Complaints brought under this policy will be promptly investigated and handled with due regard for the privacy and respect of all involved.

1.3 HARASSMENT POLICY

CSG will not tolerate harassment or intimidation of our employees on any basis prohibited by law, including race, color, sex, age, religion, national origin, handicap, disability, marital status, or veteran status. Moreover, any suggestions made to any employee that sexual favors will affect any term or condition of employment with CSG will not be tolerated. It is the policy of CSG that any harassment, including acts creating a hostile work environment or any other discriminatory acts directed against our employees, will result in discipline, up to and including discharge. CSG also will not tolerate any such harassment of our employees by our clients or vendors.

For purposes of this policy, sexual harassment is defined as any type of sexually oriented conduct, whether intentional or not, that is unwelcome and has the purpose or effect of creating a work environment that is hostile, offensive or coercive. The following are examples of conduct that, depending upon the circumstances, may constitute sexual harassment:

- Unwelcome sexual jokes, language, epithets, advances or propositions.

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- Written or oral abuse of a sexual nature, sexually degrading or vulgar words to describe an individual.
- The display of sexually suggestive objects, pictures, posters or cartoons.
- Unwelcome comments about an individual's body.
- Asking questions about sexual conduct.
- Unwelcome touching, leering, whistling, brushing against the body, or suggestive, insulting or obscene comments or gestures.
- Demanding sexual favors in exchange for favorable reviews, assignments, promotions, or continued employment, or promises of the same.

Employees must bring any violation of this policy to the immediate attention of their supervisor or the Human Resources Manager.

WHAT TO DO:

1. Employees (whether the victim, or a witness) should report the harassment immediately to a supervisor. If you are not comfortable with this option, you may contact HR/Customer Support personnel, at the office or by email at: customersupport@centurionsecuritygroup.com, or Jeff Stanley at: Mortega@centurionsecuritygroup.com, or the President, Ed Hefflin, at the office or by email at: Ehefflin@centurionsecuritygroup.com
2. The reporting employee should complete an incident report.
3. CSG will thoroughly investigate all such claims with due regard for the privacy of the individuals involved. All complaints shall be kept confidential to the extent consistent with applicable laws.
4. Any employee who knowingly retaliates against an employee who has reported workplace harassment or discrimination shall be subject to immediate disciplinary action, up to and including termination of employment.
5. After any claims and/or investigations, a HR, Customer Support or Operations staff member will follow-up with all persons involved.

All employees are strongly encouraged to disclose any act of sexual harassment of which they have personal knowledge to the management team at CSG. Any employee may also contact any upper management staff at any time at: (305) 964-7651. The CSG Management Team will take all allegations of harassment and sexual harassment seriously. All claims will be promptly investigated and resolved, and the general results of the investigation will be provided to the party making the complaint. All information provided will be maintained in a confidential manner to the extent consistent with applicable laws.

2.1 WORKING AND COMPENSATION

All employees of CSG, regardless of their classification or position, are employed on an at-will basis. This means that each employee's employment is terminable at the will of the employer, CSG at any time, with or without cause. Employees that wish to voluntarily terminate their work relationship with Centurion, must provide 2 weeks' notice. An employee that terminates their work relationship with CSG without proper notice as defined herein shall have their payroll subject to ...No officer, agent, representative, or employee of CSG has any authority to enter into any agreement with any employee or applicant for employment on other than an at-will basis. Furthermore, nothing contained in the policies, procedures, handbooks, manuals, job descriptions, application for employment, or any other document of CSG shall in any way create an express or implied contract of employment or an employment relationship on other than an at-will basis.

2.2 ATTENDANCE AND REPORTING TO WORK

Each employee is important to the overall success of our operation. When you are not present, someone else must do your job. Consequently, you are expected to report to work on time at the scheduled start of your shift. Reporting to work on time means that you are ready to start work, not just arriving on station, at your scheduled starting time. DO NOT CLOCK IN EARLY AS YOU WILL ONLY BE PAID ACCORDING TO YOUR SCHEDULED SHIFT START TIME.

CSG depends on its employees to be at work at the times and locations scheduled. Excessive absenteeism and/or tardiness will lead to disciplinary action, up to and including termination. The determination of excessive absenteeism will be made at the discretion of CSG management. Absence from work for three consecutive days without properly notifying your supervisor will be considered a voluntary resignation/termination. After three days' authorized absence, you are required to provide documentation from your physician to support an injury- or illness-related absence.

If you expect to be absent from the job for an approved reason (e.g., paid time off or a leave of absence), you should notify your supervisor of your upcoming absence at least thirty (15) days in advance. If you unexpectedly need to be absent from or late to work, you must notify your supervisor at least four (4) hours prior to the start of your scheduled shift and provide the reason for that absence or tardiness. If your supervisor is not available, you should contact CSG's main office or dispatch prior to the start of your scheduled workday. Leave your number so that your supervisor can return your call. Failure to properly contact us will result in an unexcused absence for disciplinary purposes. Your attendance record is a part of your overall performance rating. Your attendance



may be included during your review and may be considered for other disciplinary action up to and including termination.

Where possible, medical and dental appointments should be scheduled around your assigned work hours; otherwise, they may be considered unapproved absences. If you are unable to schedule an appointment before or after your shift, you are required to complete a time-off request form at least 2 weeks in advance and speak with your supervisor to make special arrangements. If your supervisor is not available, speak with the Operations Manager.

2.3 WORKDAY HOURS AND SCHEDULING

The regularly scheduled workday for our corporate office is: Monday through Friday, 9:00 a.m. to 5:00 p.m. The usual expected workday at posts varies. These start and end times are only guidelines, however, and employees are required to be present for work during the workday established for them by their supervisors or by the Operations Manager.

Particularly at posts, the regular schedule may vary depending on such factors as weather, client's requests, etc. If you are unsure about expected starting times on any particular post assignment, ask your supervisor for clarification.

In case of unplanned conditions, such as bad weather, that may force a schedule change at the last minute, you should contact your supervisor or call the office directly.

CSG does not generally schedule rest periods or breaks, other than meal breaks as outlined in the post orders. However, if CSG does schedule such rest periods or breaks, they will be paid breaks and will usually be for 15 minutes.

Sometimes due to client needs or requests, security officers may be assigned to a different post. This may result in a change of job duties and/or pay rate.

2.4 RECORDING HOURS WORKED

All security officers are required to report their time by clocking into Centurion's automated "Time-Clock" data base (currently ShiftPlanning.com) on a time sheet. On your time sheet, you must correctly record the time you arrived on post and the time you are relieved or required to leave the post. CSG will provide you with a time sheet for reporting your hours. Only you are authorized to record your own time.

Completed time sheets are due in the office no later than 10:00 a.m. on the Monday following the end of the week. Failure to turn in time sheets by this deadline may delay your paycheck for that pay period.

2.5 PAY PERIOD AND PAYDAY

CSG uses a payroll company (ADP) to create the paychecks and make the correct deductions for taxes, uniforms, etc. CSG issues paychecks Monday after 1:00pm (1:30), on a bi-weekly basis. Pay periods start Monday at 12:01 a.m. and ends on Sunday at 12:00 midnight of the second week. Therefore, every-other Monday, one week after the close of the pay period, you will receive a paycheck for all hours worked in the pay period ending one week before Sunday night at midnight. If an employee uses direct deposit, the time his or her pay will be available may vary.

If at any time an employee feels that his or her paycheck is incorrect, a paycheck audit form must be completed within 30 days of receiving the check and returned to the payroll department. The claim will be researched and if an error was indeed made, the correction will be reflected on the next payroll unless otherwise stated.

2.6 WORKWEEK & OVERTIME

CSG's workweek begins on Monday at 12:01 a.m. and ends on Sunday at 12:00 midnight. Occasionally it may be necessary for an employee to work beyond his or her normal shift. Overtime pay is paid only when work is scheduled, approved, and made known to you in advance by your supervisor. Under no circumstances shall an employee work overtime without the prior approval of his or her supervisor.

Hourly employees will receive overtime pay at a rate of one-and-one-half times their regular hourly rate for all hours worked in excess of 40 in a workweek.

To the extent possible, overtime will be distributed equally among all employees in the same classification and position, provided that the employees concerned are equally capable of performing the available work. Decisions regarding overtime work will be made by the Operations Manager. Any employee asked to work overtime will be expected to rearrange his/her personal schedule to work the requested overtime.



2.7 HOLIDAYS

CSG observes the following holidays:

Varies on each post and our contract with them

Full-time and part-time employees will be paid one-and-one-half times their regular hourly rate for all hours worked on these holidays.

2.8 TRAINING

All assignments to a new post require training. This mandatory training must be completed in full uniform unless otherwise stated by the Operations Manager. All on-site training and mandatory meetings on client or CSG property will be paid at the prevailing minimum wage and is exempt from holiday rates.

2.9 Heartsaver First Aid with CPR and AED

Some clients may require officers trained in these three areas. Some employees may want to obtain this certification for their own personal reasons. This course is available; however, individuals and employees must pay a fee as prescribed by the American Heart Association and the AHA Instructor. A discounted rate of \$26.00 will apply per employee, payable to the instructor. This certification is a valuable asset to the employee which belongs solely to that employee and qualifies him or her for site-specific posts where this certification may be required.

2.10 EMPLOYMENT CLASSIFICATIONS

Upon being hired by CSG, all new employees must serve a ninety (90) calendar day introductory period. It is especially important that you make your supervisor aware of any questions or problems you may encounter during this period. Your performance will be carefully monitored during this period. At the end of the introductory period, your performance will be reviewed, and if it has been satisfactory, you will become a Regular Full-Time or Regular Part-Time Employee. Satisfactory completion of the introductory period does not entitle you to employment for any specific term, but does entitle you to participation in any CSG's employee benefits programs that may become available.

For the sole purpose of determining the allowance of certain employee benefits, employees are classified as:

1. Regular Full-Time Employees - An employee who has satisfactorily completed the introductory period and is scheduled to work an average of forty (40) hours per week on a regular and continuous basis.
2. Regular Part-Time Employees - An employee who has satisfactorily completed the introductory period and is usually scheduled to work less than an average of thirty-two (32) hours per week on a regular and continuous basis.
3. Temporary Employees - An employee whose services are anticipated to be of limited duration falls into this classification. Temporary employees are not eligible for participation in those employee benefits programs made available for CSG Regular Full-Time and Regular Part-Time Employees.

For payroll purposes, employees will be classified as one of the following:

1. Exempt Employees - Certain employees such as executive, administrative, professional and outside sales employees are paid on a salary basis for all hours worked each week. Certain computer professionals may also be exempt, regardless of whether they are paid on a salary or hourly basis. These employees are expected to work whatever hours are required to accomplish their duties, even if it exceeds their normal workweek. No overtime premium pay will be paid to exempt employees in most circumstances.
2. Non-Exempt Employees - All employees who are not identified as exempt employees are considered non-exempt employees. Non-exempt employees are eligible for payment of overtime premium pay.

2.11 MAINTAINING YOUR PERSONNEL RECORDS

It is your responsibility to provide current information regarding your address, telephone number, change in dependents, marital status, etc. Please use the personnel records form to note any changes in your address, phone number, emergency contact information, marital status, number of dependents, etc. Changes in exemptions for tax purposes will only be made upon the receipt of a completed W-4 form.



2.12 PERSONNEL FILES

Employee personnel files are the property of CSG, and do not belong to the employee. All personnel files and documents are kept under lock and key in the Human Resources office. Only the Human Resource Manager has regular access to your personal information. These records and documents are kept in compliance with HIPAA regulations.

2.13 PERFORMANCE EVALUATIONS AND RANKS

Employees may have their job performance evaluated at any given time by their Supervisor, the Road Supervisors, or by a member of the CSG management team.

Raises and promotions are based on these performance evaluations. If an employee is granted an increase in pay, more responsibility may be expected of him or her in order to maintain the increase in pay.

Officers with up to 1 year of experience will be classified with the entry level rank, Corporal. As the officer gains tenure with CSG, experience and skills, he or she can move up to the next rank, Sergeant and so on. Executive Officers ranks are as follows:

1. Corporal
2. Sergeant
3. Lieutenant
4. Captain
5. Major
6. Colonel
7. Generals 1 through 5

With each rank comes more responsibility, and in most cases, an increase in rate of pay. Whether an officer is armed or unarmed also affects his or her rate of pay.

3.1 STANDARDS AND EXPECTATIONS FOR THE WORKPLACE

CSG believes in maintaining safe and healthy working conditions for our employees. However, to achieve our goal of providing a safe workplace, each employee must be safety conscious. We have established the following policies and procedures that allow us to provide safe and healthy working conditions. We expect each employee to follow these policies and procedures, to act safely, and to report unsafe conditions to his or her supervisor in a timely manner.

3.2 Reporting Unsafe Conditions or Practices

Employees are expected to continually be on the lookout for unsafe working conditions or practices. If you observe an unsafe condition, you should warn others, if possible, and report that condition to your supervisor immediately and document the condition in your daily activity form. If you have a question regarding the safety of your workplace and practices, ask your supervisor for clarification.

If you observe a coworker using an unsafe practice, you are expected to mention this to the coworker and to your supervisor. Likewise, if a coworker brings to your attention an unsafe practice you may be using, please thank the coworker and make any necessary adjustments to what you are doing. Safety at work is a team effort.

3.3 Maintaining a Safe Worksite

We expect employees to establish and maintain a safe worksite. This includes but is not limited to the following applications:

- Properly lifting and lowering heavy objects.
- Inspecting tools and equipment for defects before use.
- Keeping walkways clear of debris.
- Inspecting, cleaning, and properly storing tools and equipment after use.
- Following established safety rules.

3.4 Using Safety Equipment

Where needed, CSG provides its employees with appropriate safety equipment and devices as per client needs. You are required to use the equipment provided in the manner designated as proper and safe by the manufacturer. Failure to properly use safety equipment may lead to disciplinary action, up to and including termination.

If you require safety equipment that has not been provided, contact your supervisor before performing the job duty for which you need the safety equipment.



3.5 Reporting an Injury

Employees are required to report any injury, accident, or safety hazard immediately to their supervisor(s) and complete an incident report. Minor cuts or abrasions must be treated on the spot. More serious injuries or accidents will be treated accordingly. Serious injuries must be reported on the First Report of an Injury form available in the office.

3.6 Hazard Communications

If you believe that you are dealing with a hazardous material and lack the appropriate information and/or safety equipment, contact your supervisor immediately.

3.7 CARE OF EQUIPMENT AND SUPPLIES

All employees are expected to take care of all equipment and supplies provided to them. You are responsible for maintaining this materials and/or equipment in proper working condition and for promptly reporting any unsafe or improper functioning of this material to your supervisor.

Neglect, theft, and/or destruction of CSG's materials and/or equipment are grounds for disciplinary action, up to and including termination. Any cost for replacing and/or repairing any lost stolen or damaged materials and/or equipment may be subject to repayment through payroll deduction.

3.8 Distracted Driving Policy

In order to increase employee safety and eliminate unnecessary risks behind the wheel, CSG has enacted a Distracted Driving Policy. We are committed to ending the epidemic of distracted driving, and have created the following rules, which apply to any employee operating a company vehicle or using a company-issued cell phone while operating a personal vehicle:

1. Company employees may not use a hand-held cell phone while operating a company vehicle, be it a company car, rover vehicle, golf cart, etc. If the vehicle is not in "Park" any use of technological devices or cell phone is prohibited.
2. This includes, but is not limited to, answering or making phone calls, engaging in phone conversations, and reading or responding to emails, instant messages, and text messages.
3. If company employees need to use their phones, they must safely pull over to the side of the road or another safe location.

Failure to follow the rules stated in this policy may lead to disciplinary action, up to and including termination of employment.

3.9 SMOKING AT THE WORKPLACE

CSG's policy is to provide smoke-free environments for our employees, customers, and the general public. Smoking of any kind is prohibited inside our office and on our posts. Employees may smoke on scheduled breaks or during meal times, as long as they do so outside the post or office, or in a designated area.

Employees are also responsible to inform all those working on our job sites of this smoke-free policy, and report to their supervisor any violation of this policy.

3.10 VIOLENCE AND WEAPONS

CSG believes in maintaining a safe and healthy workplace, in part by promoting open, friendly, and supportive working relationships among all employees. Violence or threats of violence have no place in our business. Violence is not an effective solution to any problem. Employees are strictly prohibited from bringing any weapons, including knives, pistols, rifles, stun guns, mace, etc., to any post or the office. The only exception to this is for an armed, G licensed officer working an armed post or a Road Supervisor checking a post. Neither threats of violence nor fighting will be tolerated. Furthermore, if you have a problem that is creating stress or otherwise making you agitated, you are encouraged to discuss it with your supervisor.

You are expected to immediately report to your supervisor any violation of this policy. Any employee found threatening another employee, fighting, and/or carrying weapons to a post or to the office will be subject to disciplinary action, up to and including termination.



3.11 DRUG-FREE WORKPLACE

CSG does not tolerate the presence of illegal drugs or the illegal use of legal drugs in our workplace. The use, possession, distribution, or sale of controlled substances such as drugs or alcohol or being under the influence of such controlled substances is strictly prohibited while on duty, while on CSG's premises or posts, or while operating CSG's equipment or vehicles. The use of illegal drugs as well as the illegal use of legal drugs is a threat to us all because it promotes problems with safety, customer service, productivity, and our ability to survive and prosper as a business. If you need to take a prescription drug that affects your ability to perform your job duties, you are required to discuss possible accommodations with your supervisor. Violation of this policy will result in disciplinary action, up to and including termination.

Prior to employment, each potential employee must undergo a drug test. CSG may also require employees to take random drug tests during their employment with CSG. A positive result on any such drug test is grounds for immediate termination.

Your signature on the employment agreement contract, and the acknowledgement of receipt on the last page of this handbook, signify your agreement to comply with this policy.

Any employee who is convicted of violating criminal drug statutes must notify an appropriate officer or senior official of CSG of that conviction within five days of the conviction. Failure to do so may lead to disciplinary action.

3.12 RESPONDING TO CLIENT INQUIRIES AND ISSUES

At CSG, client satisfaction is the measure of our success. It is the responsibility of each employee, within reason, to interact with the client to achieve this goal and to report any concerns to his or her supervisor.

3.13 UNIFORMS

Florida law requires that licensed security officers wear uniforms and company designated patches. This is your craft and you are solely responsible for providing your own uniforms. To present a business-like, professional image to our clients and the public, all employees are required to wear the appropriate uniform while on post, whether on duty or not. By necessity, the dress standards for the corporate office are different than for posts.

Uniform fees will be deducted from all security officer's paycheck to cover the expense of purchasing uniforms. This fee will be deducted in \$25 to \$50 increments, beginning with each employee's first bi-weekly paycheck, until paid in full. This uniform fee will cover the issuance of uniforms depending upon your part time or full-time employment and site-specific need basis.

This deposit will be held in a separate business account. When an employee is no longer employed by CSG, he or she is required to return all accessories and jacket to CSG for a refund on those items specifically.

As December 1, 2014 shirts and pants are employee property. There is no reimbursement for those items; however, winter jackets are returnable and there is a \$40 non-refundable fee required to clean and reprocess them.

The uniforms will be issued from either the CSG corporate office located at 13000 SW 120th Street in Miami, phone: 305-964-7651 or All Uniform Wear located at 2605 West 8th Avenue in Hialeah, phone: 305-887-9552 (payment in this second store has to be collected the same day). Dress code and tools needed while on duty at a post are as follows:

- Clean, pressed short sleeved grey uniform shirt with CGS patches on each shoulder
- Clean, pressed navy-blue uniform pants
- White under shirt
- Sport coat with CGS patch over pocket
- Solid black belt, shoes, and socks
- Security officer badge and name plate
- Company I.D. and class D (and G if applicable) security license(s)
- Flashlight
- Pen and paper / Forms (DAR's, Incident reports, timesheets)
- Other site-specific uniforms may be required

3.14 MOBILE PHONES AND RADIOS

CSG will supply employees with essentials needed for their particular post (mobile phones, radios, computer, etc.) CSG's equipment is to be used for CSG's business purposes only. Computer is for the purpose of clocking in and out using Shift Planning, creating D.A.R.'S, and emailing clients/upper management.



3.15 CONFLICTS OF INTEREST

You should avoid external business, financial, or employment interests that conflict with CSG's business interests or with your ability to perform your job duties. This applies to your possible relationships with any other employer, consultant, contractor, customer, or supplier.

Violations of this rule may lead to disciplinary action, up to and including termination.

As December 1, 2014 employees cannot work in CSG post if he/she lives in the same property to avoid conflict with residents.

3.16 CODE OF ETHICAL CONDUCT

In order to avoid any appearance of a conflict of interest, employees are expected to abide by the following code of ethical conduct. Please consult your supervisor or an official of CSG if you have any questions.

Employees of CSG should not solicit anything of value from any person or organization with which CSG has a current or potential business relationship. Employees of CSG should not accept any item of value from any party in exchange for or in connection with a business transaction between CSG and that other party.

Employees may accept items of incidental value (generally, no more than \$25) from customers, suppliers, or others as long as the gift is not given in response to solicitation on your part and as long as it implies no exchange for business purposes. Items may include gifts, gratuities, food, drink and entertainment.

If you are faced with and are unsure how to handle a situation that you believe has the potential to violate this code of ethical conduct, notify your Supervisor or Human Resources Manager.

Violations of this code may lead to disciplinary action, up to and including termination.

3.17 SOLICITATION AND DISTRIBUTION

For the safety, convenience, and protection of all employees, CSG has adopted the following rules concerning solicitation and the distribution of materials:

CSG prohibits solicitation and distribution of non-company materials on CSG property or posts at all times.

3.18 THE USE OF PHONES AND OTHER DEVICES

CSG expects the full attention of its employees while they are working. Although employees may occasionally have to take care of personal matters during the workday, employees need to conduct such personal business either before or after his or her shift or during breaks or meal periods. Regardless of when any personal call is made, it should be kept short.

The use of personal electronic devices SUCH AS cell phones, pc's, gaming devices, TV's, RADIOS, ETC., while on duty is not permitted, except in case of emergency. The use of client or company owned equipment is to be confined work-related activities.

Violations of this rule may lead to disciplinary action, up to and including termination.

3.19 INSPECTION OF PERSONAL AND COMPANY PROPERTY

CSG's employees use the property and equipment CSG owns and provides and/or the client owns and provides, and may also use CSG's materials, information, and other supplies. Employees must remember that property supplied by CSG remains the property of CSG. CSG reserves the right to search any Company property (e.g., personal computers, desks, lockers, or other storage areas) at any time. CSG also reserves the right to inspect personal property (e.g., toolboxes, purses, briefcases) during the workday or as employees leave their posts. Refusal to allow inspection may lead to disciplinary action, up to and including termination.

3.20 NETWORK AND ELECTRONIC RESOURCES POLICY

Network and Electronic Resources, such as computers, other hardware, software, e-mail, landline and cellular telephones, fax machines and internet access, are tools that CSG provides its employees to assist them in their work. These Network and Electronic Resources and related access systems are proprietary Company property and subject to review or access by CSG at any time.

All employees who use CSG's Network and Electronic Resources must follow the guidelines below:

1. Use Network and Electronic Resources for Company business purposes only.



2. Messages and communications sent via CSG's Network and Electronic Resources are subject to subpoena and access by persons outside CSG and may be used in legal proceedings. Please consider this before sending any confidential messages or material via the Network and Electronic Resources.
3. E-Mail is not a substitute for face-to-face communication. If you have a conflict with someone or need to discuss an important issue, it should be handled in person or over the telephone if a meeting is not possible.
4. Remember that all of CSG's policies, including but not limited to policies on Equal Employment Opportunity, Harassment, Confidentiality, Personal Conduct and Rules of Conduct, apply to the use of CSG's Network and Electronic Resources. Employees must not review or forward sexually explicit, profane or otherwise unprofessional or unlawful material through CSG's Network and Electronic Resources.
5. Passwords protecting the use of CSG's Network and Electronic Resources are CSG's property and will be assigned to employees as needed. Employees may not change passwords without the consent of CSG president. Employees must notify the Operations Manager of all passwords and encryption keys assigned to or used by them, and must notify Operations Manager of any changes to such passwords or encryption keys.
6. Do not install any software or program on any Company computer or other hardware without the express consent of your supervisor or CSG president.
7. CSG expressly prohibits the unauthorized use, installation, copying or distribution of copyrighted, trademarked or patented material.
8. Employees must not attempt to override or evade any program or measure installed by CSG to protect the security or limit the use of its Network and Electronic Resources.

CSG retains the right to review all communications conducted and data saved, reviewed or accessed via CSG's Network and Electronic Resources, including Company computers, e-mail and internet access. CSG does not permit its non-management employees to access or use any Company password, e-mail or internet access other than their own. Inappropriate use of Network and Electronic Resources may result in discipline, up to and including discharge. Employees should be careful to safeguard their passwords, log off their terminals when not in use and not permit others to access Company systems.

3.21 CONFIDENTIAL AND PROPRIETARY INFORMATION

CSG considers its confidential and proprietary information, including the confidential and proprietary information of our customers, to be one of its most valuable assets. As a result, employees must carefully protect and must not disclose to any third party all confidential and proprietary information belonging to CSG or its customers. Such protected information includes, but is not limited to, the following: matters of a technical nature, such as computer software, product sources, product research and designs; and matters of a business nature, such as customer lists, customer contact information, associate information, on-site program and support materials, candidate and recruit lists and information, personnel information, placement information, pricing lists, training programs, contracts, financial and marketing data, systems, forms, methods, procedures, and analyses, and any other proprietary information, whether communicated orally or in documentary, computerized or other tangible form, concerning CSG's or its client's operations and business.

Employees should ensure that any materials containing confidential or proprietary information are filed and/or locked up before leaving their work areas each day. During the workday, employees should not leave any sensitive information lying about or unguarded.

If you have any questions about this policy, consult your supervisor or Operations Manager.

3.22 RULES OF CONDUCT AND PROGRESSIVE DISCIPLINARY PROCEDURE

There are reasonable rules of conduct which must be followed in any organization to help a group of people work together effectively. CSG expects each employee to present himself or herself in a professional appearance and manner. If an employee is not considerate of others and does not observe reasonable work rules, disciplinary action will be taken.



Depending on the severity or frequency of the disciplinary problems, a verbal or written reprimand, suspension without pay, disciplinary probation, or termination of employment may be necessary. It is within CSG's sole discretion to select the appropriate disciplinary action to be taken. Notwithstanding the availability of the various disciplinary options, CSG reserves the right to discharge an employee at its discretion, with or without notice.

The following is not a complete list of offenses for which an employee may be subject to discipline, but it is illustrative of those offenses that may result in immediate discipline, up to and including dismissal, for a single offense:

1. Excessive absenteeism or tardiness (more than 3 within a 6-month period).
2. Dishonesty, including falsification of CSG-related documents, or misrepresentation of any fact.
3. Fighting, disorderly conduct, horseplay, or any other behavior which is dangerous or disruptive.
4. Possession of, consumption of, or being under the influence of alcoholic beverages while on CSG or client premises or on CSG business.
5. Reporting for work intoxicated or under the influence of any substance that impairs judgment.
6. Possession of weapons, firearms, ammunition, explosives, or fireworks on CSG or client premises, unless it is an approved firearm on an armed officer at an armed post.
7. Failure to promptly report a workplace injury or accident involving any of CSG's employees, clients, equipment, or property.
8. Willful neglect of safety practices, rules, and policies.
9. Speeding or reckless driving of CSG vehicles.
10. Commission of a crime, or other conduct which may damage the reputation of CSG.
11. Use of profane language while on CSG business.
12. Stealing, misappropriating, or intentionally damaging property belonging to CSG or its customers or employees.
13. Unauthorized use of CSG's or its clients' name, logo, funds, equipment, vehicles, or property.
14. Insubordination, including failure to comply with any work assignments or instructions given by any CSG supervisor with the authority to do so.
15. Violation of CSG's Equal Employment Opportunity Policy or its Harassment Policy.
16. Interference with the work performance of other employees.
17. Failure to cooperate with an internal investigation, including, but not limited to, investigations of violations of these work rules.
18. Failure to maintain the confidentiality of trade secrets or other confidential information belonging to CSG or its customers.
19. Failure to comply with the personnel policies and rules of CSG.
20. Falling asleep while on duty.
21. Watching movies on computer, phone or other electronic devices while on duty.
22. Do not use CSG or Client issues electronic devices for any purpose other than job related.

3.33 RE-EMPLOYMENT

Former employees who are rehired and return to work within three months of their termination will not be required to go through another orientation period, unless CSG deems it necessary. Former employees who are rehired and return to work more than three months after their termination will be rehired only as new employees and must complete a new introductory period. They will be considered new employees for any and all benefits. As a general rule, CSG will not rehire former employees who:



- Were dismissed by CSG
- Resigned without giving two weeks' notice
- Were dismissed for inability to perform job duties
- Had a poor attendance record
- Had a below-average evaluation
- Violated work rules or safety rules

4.1 LEAVES OF ABSENCE

CSG may, at its discretion, grant an employee a leave of absence without pay when sufficient personal reasons necessitate such a leave. Such requests are subject to approval by the Operations Manager. Requests must be made with the proper form which is provided in the corporate office and must be received at least 30 days prior to the date the requested time off is to begin.

The only exception to this rule is when FMLA benefits apply to the requested leave and the employee qualifies. To be eligible an employee must have worked for an employer for at least 12 months, have worked at least 1,250 hours in the 12 months preceding the leave, and work at a site with at least 50 employees within 75 miles. The HR Manager can help explain to you how FMLA works and provide the forms for you.

CSG may require an employee to provide documentation, such as a doctor's certification of illness or disability, supporting the employee's need for a leave of absence, and CSG may periodically require the employee to provide such supporting documentation on basis during the leave of absence. Prior to or upon an employee's return to work from a leave of absence, CSG will require the employee to provide documentation establishing the employee's ability to return to work.

CSG reserves the right to determine the duration of the leave of absence, but no leave of absence shall exceed 12 weeks. If an employee fails to return to work immediately after his or her leave of absence expires, the employee will be considered to have voluntarily resigned his or her position with CSG.

Leaves of absence will be without pay. Because operations require that vacant positions be filled, a leave of absence does not guarantee that the job will be available when the employee returns from a leave. CSG will, however, make an effort to place you in your previous position or a comparable job which you are qualified to perform. If no such position is available, you may be eligible for rehire as a new employee if you apply for an available position for which you are qualified and if your prior work history warrants your rehire.

4.2 Bereavement Leave

CSG will allow unpaid bereavement leave for an employee upon the death of an immediate family member. For purposes of this policy, "immediate family" is defined as the employee's or the employee's spouse's parents, siblings, children, grandparents, grandchildren, the employee's spouse, or any other relative who resides in the employee's household.

Employees should direct all requests for Bereavement Leave to their Supervisor or to the Operations Manager.

4.3 Jury Leave

Employees who are called for jury duty will be granted time off without pay to perform this civic duty. Employees must notify their supervisors as soon as they learn they have been summoned as a juror so that work arrangements can be made. An employee must provide his or her supervisor with the jury summons and a note from the Clerk of the Court indicating the times the employee was in court for jury duty. An employee who is excused from jury duty prior to the end of a regularly scheduled workday must notify his or her supervisor of his or her availability to work.

4.4 Military Leave

CSG will grant employees called into military service an unpaid leave of absence and reemployment rights as provided by the laws of the United States.

4.5 Call-Outs on Holidays

Calling out on a holiday or holiday weekend will not be excused and may result in disciplinary action, up to and including termination. The only exception to this policy is for actual documented emergencies. Documentation must be provided. You must provide 30 days notice and request if you need the holiday or holiday weekend off.



5.1 CONTACT INFORMATION

1. **Corporate Office:** (305) 964-7651
Facsimile: (866) 247-7637
13501 SW 128th Street, Suite 108
Miami, FL 33186
2. Human Resources, Payroll & Employee Relations: customersupport@centurionsecuritygroup.com
3. Operations Director, Jeffrey Stanley: opsmanager@centurionsecuritygroup.com
4. COO, Maria Ortega: coo@centurionsecuritygroup.com
5. President, Edward A. Heflin: eheflin@centurionsecuritygroup.com



6.1 ACKNOWLEDGEMENT OF RECEIPT OF EMPLOYEE HANDBOOK

I have received the current company employee handbook and have read and understand the material covered. I have had the opportunity to ask questions about the policies in this handbook, and I understand that any future questions that I may have about the handbook or its contents will be answered by the Office Manager or his or her designated representative upon request. I agree to and will comply with the policies, procedures, and other guidelines set forth in the handbook. I understand that CSG reserves the right to change, modify, or abolish any or all of the policies, benefits, rules, and regulations contained or described in the handbook as it deems appropriate at any time, with or without notice. I acknowledge that neither the handbook nor its contents are an express or implied contract regarding my employment.

I further understand that all employees of CSG, regardless of their classification or position, are employed on an at-will basis, and their employment is terminable at the will of the employee or CSG at any time, with or without cause, and with or without notice. I have also been informed and understand that no officer, agent, representative, or employee of CSG has any authority to enter into any agreement with any applicant for employment or employee for an employment arrangement or relationship other than on an at-will basis and nothing contained in the policies, procedures, handbooks, or any other documents of CSG shall in any way create an express or implied contract of employment or an employment relationship other than one on an at-will basis.

This handbook is CSG property and must be returned upon separation.

Signature

Date

Employee Name: Printed

**IT IS IMPORTANT THAT YOU RETURN THIS HANDBOOK UPON RESIGNATION OR TERMINATION OF YOUR
EMPLOYMENT WITH CENTURION**

CENTURION MANAGEMENT TEAM

PRINT NAME

SIGNATURE

DATE



ATTACHMENT 7: COVID-19 PREPAREDNESS PLAN

COVID-19 Preparedness Plan for Centurion Security Group

Centurion Security Group is committed to providing a safe and healthy workplace for all our Security Officers and customers, clients, patrons, guests, and visitors. To ensure we have a safe and healthy workplace, Centurion Security Group has developed the following COVID-19 Preparedness Plan in response to the COVID-19 pandemic. Managers and Security Officers are all responsible for implementing this plan. Our goal is to mitigate the potential for transmission of COVID-19 in our workplaces and communities, requiring full cooperation among our Security Officers and management. Only through this cooperative effort can we establish and maintain all persons' safety and health in our workplaces.

The COVID-19 Preparedness Plan is administered by Alexandros Arakas, who maintains the plan's overall authority and responsibility. However, management and Security Officers are equally responsible for supporting, implementing, complying with, and providing recommendations to improve all aspects of this COVID-19 Preparedness Plan. Centurion Security Group's managers and supervisors have our full support in enforcing the provisions of this plan.

Our Security Officers are our most important assets. Centurion Security Group is serious about safety and health and protecting our Security Officers. Security Officer involvement is essential in developing and implementing a successful COVID-19 Preparedness Plan. We have involved our Security Officers in this process by Emailing all suggestions to arakas@centurionsecuritygroup.com.

Centurion Security Group's COVID-19 Preparedness Plan follows the industry guidance developed by the CDC and Miami Dade WASD. If you are viewing this plan electronically, please see these links.

Sources:

CDC: www.cdc.gov/coronavirus/2019-ncov/if-you-are-sick/end-home-isolation.html

CDC: www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/prevention.html

CDC: www.cdc.gov/healthywater/hygiene/etiquette/coughing_sneezing.html the ensuring sick Security Officers stay home and prompt identification and isolation of ill persons;

Transportations Admin Training Video: <https://youtu.be/Fqrax8dapZY>



Ensure sick Security Officers stay home and prompt identification and isolation of ill persons

Security Officers have been informed of and encouraged to self-monitor for signs and symptoms of COVID-19. The following policies and procedures are being implemented to assess Security Officers' health status before entering the workplace and for Security Officers to report when they are sick or experiencing symptoms.

1. Contact Alexandros Arakas via email at aarakas@centurionsecuritygroup.com
2. Contact Dispatch at (305)594-7691 to make sure you are temporarily removed from the schedule
3. Testing at an approved facility must be done as soon as possible. Results should be delivered to Centurion Security Group as quickly as possible. If positive or out due to a family member, two more consecutive negative tests must be done 24 hours apart. Note that the Hardrock Testing site is free for Centurion employees.
4. WASD Safety Supervisor Donna Fries (Donna.Fries@miamidade.gov/786-502-1767) must be contacted if a Centurion Security Group employee that works at a WASD site has a close contact that is positive for COVID-19, has COVID-19 symptoms, is positive, or is presumptive positive for COVID-19. Contact shall be made immediately upon notification from by the employee.
5. Centurion Security Group shall review CDC guidelines/requirements and update the plan as needed.

Centurion Security Group has also implemented a policy for informing Security Officers if they have been exposed to a person with COVID-19 at their workplace and requiring them to quarantine for the necessary amount of time. If you are exposed, the Security Officer will be sent for testing.

Also, a policy has been implemented to protect the privacy of Security Officers' health status and health information. **Not Centurion Security Group will follow strict HIPPA Guidelines**



Symptoms

Most common symptoms:

- Fever
- Dry cough
- Tiredness

Less common symptoms:

- Aches and pains
- Sore throat
- Diarrhea
- Conjunctivitis
- Headache
- Loss of taste or smell
- A rash on the skin, or discoloration of fingers or toes

Serious symptoms:

- Difficulty breathing or shortness of breath
- Chest pain or pressure
- Loss of speech or movement
- Seek immediate medical attention if you have severe symptoms. Always call before visiting your doctor or health facility.

On average, it takes 5–6 days from when someone is infected with the virus for symptoms to show; however, it can take up to 14 days

Social distancing – Security Officers must be at least six-feet apart

Social distancing of at least six feet will be implemented and maintained between Security Officers, customers, clients, patrons, guests, and visitors in the workplace. If you are in a screening position, a Face shield and Gloves are mandatory at all times.



Security Officer hygiene and source controls

Necessary infection prevention measures are being implemented at our workplaces at all times. Security Officers are instructed to wash their hands for at least 20 seconds with soap and water frequently throughout the day, but especially at the beginning and end of their shift, before any mealtimes, and after using the restroom. Security Officers are required to wash or sanitize their hands before or immediately upon entering the facility. Hand-sanitizer dispensers (that use sanitizers of greater than 60% alcohol) are at entrances and locations in the workplace to be used for hand hygiene in place of soap and water, as long as hands are not visibly soiled.

Security Officers, customers, clients, patrons, guests, and visitors are instructed to cover their mouths and nose with their sleeve or a tissue when coughing or sneezing and avoid touching their faces, particularly their mouth, nose, and eyes, with their hands. Security Officers, customers, clients, patrons, guests, and visitors are expected to dispose of tissues in provided trash receptacles and wash or sanitize their hands immediately afterward. Respiratory etiquette will be demonstrated on posters and supported by making tissues and trash receptacles available to all Security Officers and other persons entering the workplace.

Workplace cleaning and disinfection protocol

Regular practices of cleaning and disinfecting have been implemented, including a schedule for routine cleaning and disinfecting of work surfaces, equipment, tools and machinery, vehicles, and areas in the work environment, including restrooms, break rooms, lunchrooms, meeting rooms, checkout stations, fitting rooms, and drop-off and pick-up locations. Frequent cleaning and disinfecting are being conducted of high-touch areas, including phones, keyboards, touch screens, controls, door handles, elevator panels, railings, copy machines, credit card readers, delivery equipment, etc.

Appropriate and effective cleaning and disinfecting supplies have been purchased and are available for use following product labels, safety data sheets, and manufacturer specifications, and are being used with required personal protective equipment for the product. **Security Officers will wipe down common areas and equipment with issued alcohol solution in between cleanings.**



Communications and training practices and protocol

This COVID-19 Preparedness Plan was communicated **electronically and read and sign** to all Security Officers on **11/16/2020**, and necessary training was provided. Additional communication and training will be ongoing **annually**. Training will be provided to all Security Officers who did not receive the initial training before initial assignment or reassignment.

Security Officers will be required to fill out a questionnaire as part of the hiring process and after returning from a foreign country. Please note Security Officers who travel to a foreign country will off schedule until two weeks have passed.

Instructions will be communicated to all Security Officers, including employees, temporary Security Officers, about protections and protocols, including:

1. social distancing protocols and practices;
2. practices for hygiene and respiratory etiquette;
3. requirements regarding the use of face-coverings and face-shields by Security Officers
4. All Security Officers, **customers, clients, patrons, guests, and visitors** will also be advised not to enter the workplace if they experience symptoms or have contracted COVID-19.
5. **If Security Officers suspect that they have a symptom, they are too self-quarantine and get tested as soon as possible**

Managers and supervisors are expected to monitor how effective the program has been implemented. Security Officers, Supervisors, and management will communicate regularly to monitor the effectiveness of the plan. All management and Security Officers are to take an active role, collaborate in carrying out the various aspects of this plan and update the protections, protocols, work-practices, and training as necessary. This COVID-19 Preparedness Plan has been certified by **Centurion Security Group** management, and the plan was posted throughout the workplace and made readily available to employees. 11/16/2020 It will be updated as necessary by **Alexandros Arakas**.



Appendix A – Guidance for developing a COVID-19 Preparedness Plan

General

Centers for Disease Control and Prevention (CDC): Coronavirus (COVID-19) – www.cdc.gov/coronavirus/2019nCoV

Businesses

CDC: Resources for businesses and employers – www.cdc.gov/coronavirus/2019ncov/community/organizations/businesses-employers.html

CDC: General business frequently asked questions – www.cdc.gov/coronavirus/2019-ncov/community/generalbusiness-faq.html

CDC: Building/business ventilation – www.cdc.gov/coronavirus/2019-ncov/community/guidance-businessresponse.html

Federal OSHA – www.osha.gov

Handwashing

MDH: Handwashing video translated into multiple languages – www.youtube.com/watch?v=LdQuPGVcceg

Respiratory etiquette: Cover your cough or sneeze

CDC: www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/prevention.html

CDC: www.cdc.gov/healthywater/hygiene/etiquette/coughing_sneezing.html

Social distancing

CDC: www.cdc.gov/coronavirus/2019-ncov/community/guidance-business-esponse.html

Housekeeping

CDC: www.cdc.gov/coronavirus/2019-ncov/community/disinfecting-building-facility.html

CDC: www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/disinfecting-your-home.html

CDC: www.cdc.gov/coronavirus/2019-ncov/community/organizations/cleaning-disinfection.html

Environmental Protection Agency (EPA): www.epa.gov/pesticide-registration/list-n-disinfectants-use-against-sars-cov-2

Employees exhibiting signs and symptoms of COVID-19

CDC: www.cdc.gov/coronavirus/2019-ncov/if-you-are-sick/steps-when-sick.html

Training

CDC: www.cdc.gov/coronavirus/2019-ncov/community/guidance-small-business.html

Federal OSHA: www.osha.gov/Publications/OSHA3990.pdf

Covid 19 Training Video: [Transportation training video](#)



ATTACHMENT 8: CERTIFICATION REGARDING LOBBYING

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

APPLICANT'S ORGANIZATION: CENTURION SECURITY GROUP, LLC

NAME OF APPLICANT: EDWARD A HEFLIN-EL

TITLE OF APPLICANT: PRESIDENT

SIGNATURE OF APPLICANT: 

Date: 08/19/2021



State of: Florida
County of: Miami Dade
The foregoing instrument was acknowledged before me 19th day of August 2021
Mayra E. Torres
Your Name Here, Notary Public
My Commission Expires 4-4-24



*End of Centurion Security Group, LLC proposal for Security Patrol Services
for the City of Dania Beach, Florida.*



CENTSEC-01

MFISK

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/15/2021

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 have ADDITIONAL INSURED provisions or 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 International Insurance Center Inc 7990 SW 117 Ave Suite 209 Miami, FL 33183	CONTACT NAME: Maria Fisk PHONE (A/C, No, Ext): (305) 279-5446 FAX (A/C, No): (305) 279-4045 E-MAIL ADDRESS: maria@iic.cc
INSURER(S) AFFORDING COVERAGE	
INSURER A : Clear Blue Insurance Company	
INSURER B : Michigan Commercial Insurance Mutual	
INSURER C : Hiscox Insurance Co	
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 INSD	SUBR 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 ☐ PRO-JECT ☐ LOC ☒ OTHER: Errors & Omissions Liability	X		WCSECGL000057901	4/23/2020	4/23/2021	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	
							E & O \$ 1,000,000	
	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$	
							BODILY INJURY (Per person) \$	
							BODILY INJURY (Per accident) \$	
							PROPERTY DAMAGE (Per accident) \$	
							\$	
A	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE	X		9058663-C	1/11/2021	4/23/2021	EACH OCCURRENCE \$ 2,000,000	
							AGGREGATE \$ 2,000,000	
	DED ☒ RETENTION \$ 0						\$	
B	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 Y	N/A	X	WC100-0017499-2020A	3/5/2020	3/5/2021	
								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	
C	Crime			UC24704933	1/15/2021	1/15/2022	Third Party Property 100,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Operations of Centurion Security Group, LLC as a company providing Security Guard Services

Waiver of Subrogation in favor of Pinellas County a Policitical Subdivision of the State of Florida

Certificate Holder is Listed as an additional insured

CERTIFICATE HOLDER Pinellas County a Political Subdivision of the State of Florida 400 S Fort Harrison Ave Clearwater, FL 33756	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
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City of Dania Beach, Florida
RFP 21-018 Security Patrol Services

HOURLY RATE SCHEDULE	
Armed Guard:	<u>\$20.07</u> Overtime: <u>\$ 0.00</u>
Unarmed Guard:	<u>\$17.86</u> Overtime: <u>\$ 0.00</u>
Golf Cart Rate:	<u>\$286.00 monthly</u>

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”) NO. 21-027, ENTITLED “JANITORIAL SERVICES” TO CLEAN SPACE, INC. IN THE ANNUAL AMOUNT OF EIGHTY FIVE THOUSAND THREE HUNDRED NINETY SEVEN DOLLARS AND EIGHTY EIGHT CENTS (\$85,397.88); AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT; 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-CONTRACTAWARD-JANITORIAL-SVCS-11-09-21-SR1021-fjr2, R-2021-Clean Space, Inc. Bid Award and Contract for Janitorial Services (ITB 21-027), R-2021-Clean Space Inc. Bid Award for Janitorial Services (ITB 21-027) Exhibit A



CITY OF DANIA BEACH PUBLIC SERVICES DEPARTMENT

MEMORANDUM

DATE: November 9, 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: RESOLUTION AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A CONTRACT WITH CLEAN SPACE, INC. FOR CITYWIDE CUSTODIAL SERVICES BASED ON ITB NO. 21-027 "JANITORIAL SERVICES"

Request

The Public Services Department (PSD) requests the adoption of a resolution authorizing the appropriate City officials to execute a final agreement with Clean Space, Inc. for the provision of citywide janitorial services.

Background

The City requires high quality and reliable janitorial services for several of its most heavily populated and active buildings, including City Hall, the adjacent parking garage and the Public Services Department complex. The current contract was entered into at the start of the Covid 19 pandemic period, largely driven by the emerging needs for more thorough and detailed cleaning and disinfecting of major facilities. The service has been maintained on a month-to-month basis since that time.

During the FY2021-22 budget preparation process it was recognized that the custodial requirements of the city's most populated buildings are ongoing and continued funding support was necessary. To this end, funds were budgeted the Public Services Department (PSD) was directed to prepare detailed and formal janitorial maintenance specifications to develop an invitation to bid. In September 2021 the City issued Invitation to Bid (ITB) No. 21-027, "Janitorial Services". On October 11, 2021, eight janitorial services contractors responded to the ITB.

A bid committee was formed consisting of the Director of Public Services, the Facilities and Landscape Division Manager, and Facilities Foreman. The Committee met on October 21, 2021, to review and evaluate the proposals. This review determined that the unusually low pricing from the lowest bidder and the quality of the accompanying proposal did not merit its consideration. The next lowest bid from Clean Space, Inc., a Florida contractor with substantial municipal experience, was deemed as the most appropriate one to accept.

\continued...



RESOLUTION AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A CONTRACT WITH CLEAN SPACE, INC. FOR CITYWIDE CUSTODIAL SERVICES BASED ON ITB NO. 21-027 "JANITORIAL SERVICES"

Budgetary Impact

The total annual cost of the winning bidder's proposal is \$85,397.88 and the funding is budgeted in the fiscal year 2021-22 budget.

Recommendation

It is recommended that the City Commission adopt a resolution authorizing the proper City officials to execute a contract with Clean Space, Inc. for janitorial services.

RESOLUTION NO. 2021-170

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE AWARD OF INVITATION TO BID (“ITB”) NO. 21-027, ENTITLED “JANITORIAL SERVICES” TO CLEAN SPACE, INC. IN THE ANNUAL AMOUNT OF EIGHTY FIVE THOUSAND THREE HUNDRED NINETY SEVEN DOLLARS AND EIGHTY EIGHT CENTS (\$85,397.88); AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Dania Beach has several high-use, multi-work shift facilities that require janitorial services on a daily basis; and

WHEREAS, the current janitorial agreement for City Hall, the adjacent parking garage, the Public Services Department (“PSD”) office building and water treatment plant was necessary to implement on an emergency basis due to the cleaning and disinfecting requirements related to the Covid 19 pandemic; and

WHEREAS, on September 13, 2021, Invitation to Bid (“ITB”) No. 21-027 was advertised in the Sun-Sentinel and posted on the City’s website and Demand-Star; and

WHEREAS, eight (8) janitorial services firms’ bid submittals were received on October 11, 2021, and evaluated by the City’s Selection Committee on October 21, 2021; and

WHEREAS, the Committee selected Clean Space, Inc. as the lowest and most responsive bidder; and

WHEREAS, the Committee recommends entering in an Agreement with Clean Space, Inc. for an initial term of two (2) years with the City’s sole option to renew for an additional two (2) two-year (2) renewals;

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

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

Section 2. That the City Commission authorizes the proper City officials to execute an agreement, which agreement is attached as Exhibit “A” and incorporated into this Resolution

by this reference, with Clean Space, Inc. for janitorial services in an amount of Eighty Five Thousand Three Hundred Ninety Seven Dollars and Eighty-Eight Cents (\$85,397.88).

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 November 9, 2021.

ATTEST:

THOMAS SCHNEIDER, 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 CLEAN SPACE, INC. A FLORIDA CORPORATION FOR
JANITORIAL SERVICES RELATED TO AND AS DESCRIBED WITHIN
THE CITY OF DANIA BEACH INVITATION TO BID (“ITB”) NO. 21-027.**

This is an Agreement (“Agreement”) dated _____, 2021, between the City of Dania Beach, Florida, a Florida municipal corporation (“City”), with its principal place of business located at 100 West Dania Beach Boulevard, Dania Beach, Florida 33004 and Clean Space, Inc. (“Contractor”), a Florida corporation with its principal mailing address of 3764 Northwest 124 Avenue, Coral Springs, Florida 33065.

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. This Agreement between the Contractor and the City under the City of Dania Beach Invitation to Bid (“ITB”) No. 21-027 is effective only upon execution by all parties for an initial two (2) year term with the City’s sole option to renew for an additional two (2) two-year (2) year renewals. A copy of ITB No. 21-015 and all addendums to it is attached as Exhibit “A” and made a part of and incorporated into this Agreement by this reference and shall be considered as part of this Agreement.
2. The Response to ITB No. 21-027 provided by the Contractor is attached as Exhibit “B” and is incorporated into this Agreement by this reference.
1. That in all other respects, the terms of Exhibit “A” apply to this Agreement.

IN WITNESS OF THE FOREGOING, the parties have set their hand and seal the day and year first written above.

ATTEST:

**CITY OF DANIA BEACH, FLORIDA,
a Florida municipal corporation**

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS

THOMAS J. ANSBRO
CITY ATTORNEY

ANA M. GARCIA, ICMA-CM
CITY MANAGER

WITNESSES:

Signature

PRINT Name

Signature

PRINT Name

CONTRACTOR:
Clean Space, 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 Clean Space, Inc. a Florida corporation. He/she is personally known to me or has produced _____ as identification.

My Commission Expires:

Notary Public, State of Florida

Print Name:

**AGREEMENT BETWEEN THE CITY OF DANIA BEACH, FLORIDA AND
CLEAN SPACE, INC. A FLORIDA CORPORATION FOR JANITORIAL
SERVICES RELATED TO AND AS DESCRIBED WITHIN THE CITY OF
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2. The Response to ITB No. 21-027 provided by the Contractor is attached as Exhibit “B” and is incorporated into this Agreement by this reference.
1. That in all other respects, the terms of Exhibit “A” apply to this Agreement.

IN WITNESS OF THE FOREGOING, the parties have set their hand and seal the day and year first written above.

ATTEST:

**CITY OF DANIA BEACH, FLORIDA,
a Florida municipal corporation**

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS

THOMAS J. ANSBRO
CITY ATTORNEY

ANA M. GARCIA, ICMA-CM
CITY MANAGER

WITNESSES:

Signature

PRINT Name

Signature

PRINT Name

CONTRACTOR:
Clean Space, 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 Clean Space, Inc. a Florida corporation. He/she is personally known to me or has produced _____ as identification.

My Commission Expires:

Notary Public, State of Florida

Print Name :

CITY OF DANIA BEACH, FLORIDA



JANITORAL SERVICES

CITY INVITATION TO BID (“ITB.”) NO. 21-027

Prepared by:

City of Dania Beach, Florida
100 W. Dania Beach Boulevard
Dania Beach, Florida 33004

September 13, 2021

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CITY OF DANIA BEACH, FLORIDA

**INVITATION TO BID FOR
“JANITORIAL SERVICES”
ITB 21-027**

NOTICE TO BIDDERS

NOTICE IS GIVEN that the City of Dania Beach, Florida (the “City” or “Owner”) will be accepting sealed Bids for its “**Janitorial Services**”.

Bids will be accepted on DemandStar until 10:00 a.m. on October 11, 2021. Bids received after this time will be rejected.

All submissions will remain confidential and exempt from public record disclosure requirements until the response opening is conducted.

PROJECT DOCUMENTS

Documents may be obtained from www.demandstar.com or from the City Website at www.daniabeachfl.gov.

NON-MANDATORY PRE-BID CONFERENCE

A NON-MANDATORY Pre-bid conference will be held on Monday, September 20, 2021 at 9:00 A.M. EDT using RingCentral meeting software. All Bidders and interested persons are invited to attend the meeting, which will outline the Project as described in the Bid, and provide an opportunity for questions and answers for all interested persons. Any interpretations, clarifications or additional information not disclosed in this Bid and determined to be necessary by the Owner in response to questions, will be issued by means of addendum or addenda, which addendum or addenda will be posted to the City website, www.daniabeachfl.gov, and www.demandstar.com, for all interested persons identified by the Owner as having received the

Bid Documents. The Bidder is required to check these sites to see if there has been any addendum or addenda posted for this Bid. Only questions answered and information supplied by means of such addendum or addenda will be considered as binding. Oral interpretations, clarifications or other information will have no legal and binding effect. Interested bidders may join this meeting by using this link:

<https://meetings.ringcentral.com/j/1474375081>

BID DOCUMENTS

Bids must be submitted electronically via email to procurement@daniabeachfl.gov or on DemandStar, the City's designated electronic bidding system. All bid document files must be clearly labeled "**Janitorial Services, ITB 21-027**".

No bidder may withdraw a bid within ninety (90) calendar days after the bid opening date.

Pursuant to Florida law, all Bids are exempt public records until thirty (30) days after opening, or award of bid, whichever is sooner. In the event presentations are necessary, all non-presenting bidders will be required to exit the room during the presentations of each of the other bidders as portions of selection committee meetings at which presentations are made are exempt from Florida's public meeting laws.

Bids will be publicly opened and read aloud at 1:00 P. M., on the Bid due date referenced above using RingCentral meeting software, in the presence of the City Clerk or designee on the above stated date. Award of a contract will be made at a subsequent City Commission meeting

All bidders are advised that the City has not authorized the use of the City seal by individuals or entities responding to City bids. Bidders shall demonstrate successful performance of projects of a similar magnitude, scope and value as this project.

The City Commission of the City of Dania Beach reserves the right to reject any and all bids, to waive any informality in a bid and to make an award in the best interests of the City, as Owner.

CITY OF DANIA BEACH, FLORIDA

Published on: September 13, 2021

SECTION 1 - INTRODUCTION AND INFORMATION

1 SCOPE

1.1 The City of Dania Beach, Florida (the "City"), is actively seeking Bids from qualified Bidders (the "Bidder" or "Contractor") in accordance with the terms, conditions and specifications contained in this Invitation to Bid to provide Janitorial Services at Dania Beach Administrative Building (City Hall), Public Parking Garage, Public Services Department and the Dania Beach Water Plant within the City of Dania Beach.

1.2 By submitting a Bid, the Bidder acknowledges that he/she/it is familiar with the Scope of Work attached as Exhibit "A", prior to submitting a Bid. Failure of a Bidder to be familiar with the requirements does not relieve the Bidder of the responsibility for the implementation, operation and maintenance of the required Services.

1.2.1 Experience: Contractor shall provide proof that the company has been in continuous operation for a minimum of five (5) years.

1.2.2 Uniforms: The Contractor, at their expense shall provide photo I.D. badges and uniforms for all employees working in or around City property. Uniforms shall identify the company name and must be always worn while on City property.

1.2.3 Background Checks: Each employee of the Contractor shall have a criminal background check, proving each employee has no criminal offenses and are legally documented to work in the United States.

1.2.4 Supplies: The Contractor shall furnish all labor, materials, supplies, paper goods, and equipment to properly maintain the locations and areas in an acceptable condition for the duration of the contract.

1.2.5 Security Provisions

- a. All employees shall be in uniform with identifying Company logo and photo I.D. badge clearly displayed, and shall maintain a neat and orderly appearance.
- b. All exterior windows and doors shall be locked during the cleaning operations and when leaving the building following completion of the cleaning activities
- c. Unauthorized personnel shall not be permitted to enter any City facility. No family members, friends, or relatives shall be allowed into any City Facility unless employed by the Contractor.

1.3 It shall also be the Bidder's responsibility to visit the Work Locations to become thoroughly familiar with the nature and extent of the Work to be performed and all local existing site conditions, and to make his or her own estimate of the facilities and difficulties attending the execution of the Work; no allowance shall be made by the Owner for the Bidder's failure to do so.

1.4 Bids will be considered if submitted by qualified Bidders who or which have experience, including similar previous work in the provision of the requested services. Contractors offering full service will receive the highest consideration.

1.5 Applicants must submit bids electronically on demandstar.com and include the following items in the submitted Bid:

Letter of Transmittal;

- a. Anticipated time line to begin delivery of services;
- b. A breakdown of the costs for the delivery of services described above.
- c. Résumés of key personnel who will actually be assigned to the tasks outlined in the Scope of Work, Exhibit 'A' and a description of the role of each person within the company.
- d. A list of five (5) similar projects performed in South Florida (see the form to be used which is included as Exhibit "D", "Bidder Questionnaire"; it is made a part of and is incorporated into the ITB by this reference).
- f. Indication that the Contractor can provide increased levels of service (additional hours) at the same cost per hour; and
- g. Any other information that the Contractor feels is relevant to assist the City in evaluating Contractor's qualifications.
- h. The City intends to award an agreement to the lowest, responsive, responsible Bidder for the requested services specified in the ITB, taking into consideration experience, staffing, equipment, materials, references and past performance. The City reserves the right to reject any and all bids, to waive any informality in a bid and to make an award in the best interests of the City. In case of disputes in the award of the agreement, the decision of the City shall be final and binding on both parties.
- i. If the Bidder to whom or to which an award is made fails to enter into an agreement, the award may be annulled and the agreement offered to the next most qualified Bidder or to the Bidder which offered the next lowest, responsive and responsible bid in the opinion of the City. **THE CONTRACTOR AND ANY SUBCONTRACTOR(S) SHALL NOT COMMENCE WORK ON THE PROJECT UNTIL AN AGREEMENT HAS BEEN FULLY EXECUTED BY BOTH PARTIES.**

SECTION 2 - NO BIDS

If a Bidder does not intend to bid, please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason. Failure to bid prior to the date and time scheduled for the bid opening may result in the Bidder being deleted from the City's bidders' registration list for the services requested in the Invitation to Bid.

SECTION 3 - CAUSES FOR REJECTION OF A BID

3.1 No bid will be considered or accepted that, in the opinion of the City, is informal or unbalanced, or contains inadequate or unreasonable prices for any items; each item must carry its own proportion of the cost as nearly as is practicable. However, the City shall be under no obligation to investigate the correctness of any bid, and the Bidder by signing the bid shall be deemed to have verified that no errors appear in the bid as submitted. Any alterations, erasures, interlineations or failures of a bid to contain all items called for in the ITB may result in rejection

of the bid.

3.2 If any Bidder violates any provision in the ITB, such Bidder may be disqualified from performing the Project Work, or from furnishing the requested services for which the bid was submitted, and the Bidder may be further disqualified from bidding on any future bids for work, for goods, or for services for the City.

3.3 The Bidder shall complete the “**Bid Form**”, which is attached as Exhibit “B”; it is made a part of and is incorporated into the ITB by this reference.

SECTION 4 - INTERPRETATION AND CLARIFICATION OF BIDDING DOCUMENTS

4.1 All questions requiring interpretation or clarification of the bidding documents shall be made in writing and shall be delivered to the City at least five (5) business days prior to the date for the receipt of Bids. No questions shall be answered during the four (4) business days prior to the date of the opening of the Bids.

4.2 For information pertaining to this ITB, email the Procurement Administrator at procurement@daniabeachfl.gov. Such contact shall be for clarification purposes only. Material changes, if any, to the scope of services or Proposal procedures will be transmitted only by written addendum.

4.3 Interpretations or modifications of the bidding documents made in any manner other than Addendum or Addenda issued by the City shall not be binding and shall have no effect.

4.4 The Bidder, prior to submitting a bid, shall ascertain that it has received any Addendum or Addenda issued by the City for this Project, and that shall be acknowledged in writing by an authorized representative.

4.5 Costs for those matters not questioned and not addressed in an Addendum or Addenda, shall be the responsibility of the Bidder, and Bidder shall be responsible to include such costs within the submitted Bid.

4.6 Bidders shall use the Bid Document Forms furnished in the ITB and, as part of the submitted bid, **MUST** return Exhibits labeled “A”, “B”, “C”, “E”, “F”, “H”, “I”, “J”, “K”, “L”, “M”, “N”, “O”. Bid Base Amounts shall be furnished in both words and numerals, and in case of a discrepancy between the two, the amount written in words shall govern.

4.7 In the event of a mathematical error in the extension of any unit price, or addition of total price, the unit price shall prevail.

4.8 **Insurance Coverage:** Bidders who are responding to the Invitation to Bid (“ITB”) **MUST** comply with all of the insurance requirements specified in Section 27 (“Insurance Requirements”) of the Bid Documents and the Agreement upon award to the successful Bidder.

SECTION 5 - GENERAL CONDITIONS

5.1 Purpose: The purpose of the Invitation to Bid is to establish between the City and the Contractor an agreement to perform the project work, Janitorial Services at Dania Beach Administrative Building (City Hall), Public Garage, Public Services Department and the Dania Beach Water Plant within the City of Dania Beach according to the specifications outlined in this ITB and meets all state and federal requirements including, but not limited to, Occupational Safety and Health Act (OSHA).

5.2 Documentation: Bidder shall submit in its bid the following:

- a. Evidence that the Bidder is certified and licensed to perform the required services in the State of Florida. The successful Bidder must be in compliance with all applicable laws and regulations;
- b. A statement stating the number of years the Contractor has been a qualified provider of the requested services; and
- c. A complete Bidder's Questionnaire form which is attached as Exhibit "E"; it is made a part of and is incorporated into the ITB by this reference.

5.3 Bidder Expenses: Bidders are solely responsible for their own expenses in preparing and submitting Bids, and for any meetings, negotiations or discussions with the City or its representatives and consultants, relating to or arising from this ITB. The City and its representatives, agents, consultants and advisors shall not be liable to any Bidder for any claims, whether for costs, expenses, losses or damages, or loss of anticipated profits, or for any other matter whatsoever, incurred by any Bidder in preparing and submitting a Bid, or participating in negotiations for a contract, or any other activity related to or arising out of this ITB.

5.4 No Contract: By submitting a Bid and participating in the process as outlined in this ITB, Bidders expressly agree that no contract of any kind is formed under or arises from this ITB prior to the complete signing by both parties of a formal written contract.

Conflict of Interest: Bidders shall disclose any potential conflicts of interest and existing business relationships they may have with the City. If requested by the City, a Bidder should provide all pertinent information regarding ownership of the entity within forty-eight (48) hours of the City's request.

5.5 General Conditions: The agreement to be awarded will be subject to the provisions of the United States Constitution, Florida laws, statutes and ordinances of the United States of America, the State of Florida, Broward County and the City of Dania Beach.

SECTION 6 - SPECIAL CONDITIONS

6.1 Any and all Special Conditions contained in the ITB that may be in variance or conflict

with the General Conditions shall have precedence over the General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety.

6.2 The Notice of Invitation to Bid, Bidder's Questionnaire, Specifications, Exhibits, Addendum or Addenda, the legal advertisement of the ITB and any other pertinent documents form a part of the ITB, and ultimately, the agreement; all of the documents are made a part of and are incorporated into the ITB and the awarded agreement.

SECTION 7 - PUBLIC ENTITY CRIMES STATEMENT

A person or affiliate who, or which has been placed on the State of Florida convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, subcontractor or consultant under an agreement with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 F. S. for CATEGORY TWO, which is \$35,000.00, for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. A form to that effect, as mentioned above, must be submitted by the Bidder. A copy of the Sworn Statement on Public Entities Crimes is attached as Exhibit "F"; a copy is made a part of and is incorporated into the ITB by this reference.

SECTION 8 – PRICES, TERMS ARE TO BE FIRM

8.1 The Bidder warrants by virtue of its Bid that the prices, terms and conditions contained in the ITB shall be firm for the initial two (2) year period of the contract award.

8.2 The bid prices shall include all permit fees, royalties, license fees, taxes and other costs arising from the use of the materials and equipment in any way involved in the Scope of Work, as well as all costs of packaging, transporting and delivery of any materials and equipment to the designated location within the City. If the Project exceeds a cost of \$50,000.00, the agreement is subject to the City's Prevailing Wages' Ordinance, Code of Ordinances; a copy is attached as Exhibit "G," and it is made a part of and is incorporated into the ITB by this reference.

8.3 The City may require the addition or deletion of services from the Contractor if the requirements and needs of the City change, in City's sole opinion. This may entail additional services and additional locations. The Contractor shall provide the City with costs for these additional services and additional locations or both, based upon the cost structure utilized in establishing the pricing for listed locations in initially contracted areas. Deletion of locations, services, or both shall be handled in the same manner as described above. If the costs offered are not acceptable to the City, the City reserves the right to procure the additional services from one or more other Contractors.

SECTION 9 - PROTECTION OF PROPERTY

9.1 The successful Bidder shall at all times guard against damage or loss to City property or property of other persons, vendors or Contractors and shall be responsible for replacing or repairing any such damage or loss. The Contractor will be required to report any such damages immediately to the City's representative in charge of the Project.

9.2 The City reserves the right to repair any damages created by the Contractor and to deduct the appropriate amount from any payment due to the Contractor. In all cases, the decision of the City is final.

SECTION 10 - INSTRUCTIONS TO BIDDERS

10.1 Form Documents: The bid and its accompanying statements must be made on the forms provided in the ITB. The forms must be submitted in good order and with all the blanks completed. The bid must be signed by a representative of the Bidder duly authorized to do so, and, in the case the bid is signed by a deputy or subordinate, the principal's written authority to do so must accompany the bid.

10.2 Taxes: Bidders should not include taxes in prices in the ITB. The City is exempt from any taxes related to the requested services, which may otherwise be imposed by the state or federal government. An exemption certificate will be supplied upon request.

SECTION 11 - RETENTION OF RECORDS AND RIGHT TO ACCESS

The successful Bidder shall preserve and make available all financial records, supporting documents, statistical records, and any other documents pertinent to the agreement for a period of three (3) years after termination or conclusion of the agreement, or if an audit has been initiated and audit findings have not been resolved at the end of these three (3) years, the records shall be retained by the City until resolution of audit finding.

SECTION 12 - NON-COLLUSION STATEMENT

By submitting a bid, the Bidder affirms that the bid is without previous understanding, agreement, or connection with any person, business, or corporation and that the bid is in all respects fair, and made without collusion or fraud. The Non-Collusion Affidavit form must be executed by the Bidder; a copy of the form is attached as Exhibit "H"; it is made a part of and is incorporated into the ITB by this reference.

SECTION 13 - MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS

The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to provide these items, and feels that the technical specifications are overly restrictive, the Bidder must notify the City of Dania Beach in writing

immediately. Such notification must be received by the City prior to the deadline contained in the ITB, for questions of a material nature, at least five (5) calendar days prior to the bid opening date. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to the Bidder.

SECTION 14 - PUBLIC RECORDS

14.1 Bid Submissions Shall Become City Property: All submissions become the property of the City and will not be returned to the Bidder. The City will hold all submissions in confidence unless otherwise required by law.

14.2 Contractor's Obligations: Bidders should be aware the City is a "public body" as defined in Florida Statutes, Section 119.011(2) and that it is subject to Florida Statutes, Section 119.0701(2) (a), and the related provisions of the Florida Public Records Law. If awarded this project, the following will apply:

14.2.1 Documents to Be City Property: Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with the contract are and shall remain the property of the City.

14.2.2 Maintenance of Records: Bidder agrees to keep and maintain public records in Bidder's possession or control in connection with Bidder's performance under the contract. Bidder additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Bidder shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the contract, and following completion of the contract until the records are transferred to the City.

14.2.3 Response to Public Records Requests: Upon request from the City custodian of public records, Bidder shall provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.

14.5.4 Delivery of Records: Upon completion of the contract or in the event of termination by either party, any and all public records relating to the contract in the possession of the Bidder shall be delivered by the Bidder to the City Manager, at no cost to the City, within seven (7) days. All such records stored electronically by Bidder shall be delivered to the City in a format that is compatible with the City's information technology systems. Once the public records have been delivered upon completion or termination of the contract, the Bidder shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

Any compensation due to Bidder shall be withheld until all records are received as provided in this ITB.

14.2.5 Failure to Comply: Bidder's failure or refusal to comply with the provisions of this

section shall result in the immediate termination of the contract by the City.

14.3 Florida Public Records Law: Pursuant to Section 119.0701(2) (a), Florida Statutes:

IF THE BIDDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE BIDDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, THE BIDDER MUST CONTACT THE CITY CUSTODIAN OF PUBLIC RECORDS.

Custodian of Records: Thomas Schneider, City Clerk
Mailing Address: 100 W. Dania Beach Boulevard
Dania Beach, Florida 33004

Telephone number: 954-924-6800, Ext. 3623
Email: tschneider@daniabeachfl.gov

SECTION 15 - SUCCESSORS AND ASSIGNS

The City and Contractor, respectively, will bind themselves, their partners, successors, assigns and legal representatives to the agreement. Neither party to the agreement shall assign or subcontract it or any portion of it, without the advance written consent of the other.

SECTION 16 - QUALIFICATION OF BIDDERS

16.1 Bidders' Qualifications: The Bidder shall complete the Bidders' Qualifications Form (Exhibit "A") attached, along with any other evidence of satisfactory experience and ability to perform the proposed Work. The failure of Bidder to demonstrate successful performance of projects of a similar magnitude, scope and value as this project may be deemed to be grounds for declaring the Bidder to be non-responsible.

16.2 Certified Financial Statement: If requested by the Owner, the Bidder shall submit a certified financial statement, prepared within thirty (30) days of submission of the bid, indicating current financial resources, liabilities, capital equipment, and financial history performance.

16.3 Disqualification: A Bidder shall be disqualified and its unopened Bid shall be rejected by the City for any one or more of the following reasons:

- a. Reason to believe that collusion exists among the Bidders.
- b. The Bidder is or has been involved directly or indirectly in litigation or arbitration against the Owner within the past ten (10) years.
- c. The Bidder has defaulted on any previous contract with the Owner within the past ten (10) years or is in arrears on an existing contract.

- d. The submittal of more than one Bid from an individual, firm, partnership, corporation or association under the same or different names. All such parties shall be disqualified.
- e. Untimely bids shall be automatically and absolutely disqualified and returned unopened. Excuses for the untimely submittal shall not be accepted. The time of bid receipt documented by the City Clerk's office shall determine the timeliness of the Bid.

16.4 Non-responsible Bidder: A Bidder may be determined by the Owner to be "non-responsible" once Bids are opened, and a Bid may be rejected for any one or more of (but not limited to) the following reasons:

- a. Determination of a lack of competency as may be revealed by qualification statements, financial statements, experience records or other information disclosed to Owner by other sources.
- b. The Bidder's uncompleted or pending workload on other projects, which in the judgment of the Owner may cause detrimental impact on timely completion of the Work.
- c. The appearance of an unbalanced Bid, as determined by the Owner.
- d. If the Bidder makes one or more false statements or provides false information in connection with any portion of the bidding documents.
- e. If the Bidder fails to demonstrate successful performance and completion of projects of a similar magnitude, scope or value as this project.

16.5 Non-responsive Bidder: A Bidder may be deemed to be non-responsive and a Bid may be rejected for any of, but not limited to, the following reasons:

- a. If the Bidder fails to submit a complete Bid, including but not limited to, submitting evidence of all insurance coverages required by the Bid and the Contract Documents.
- b. If the Bidder fails in any way to abide by any of the provisions of the Contract Documents.

SECTION 17 - CONTRACTOR'S RELATION TO THE CITY

It is expressly agreed upon and understood that the Contractor will be in all respects an independent contractor as to the Project Work, and that the Contractor is in no respect an agent or employee of the City. The agreement will specify the Project Work to be done by the Contractor, but the method to be employed to accomplish the work shall be the responsibility of the Contractor, unless otherwise provided in writing in the agreement. Contractor and its employees are not entitled to any of the benefits that the City provides for City employees.

SECTION 18 - EMPLOYEES OF THE CONTRACTOR

18.1 Contractors shall only designate employees who are sufficiently skilled to provide the required services specified in the ITB. Any person employed to provide the services who fails, refuses or neglects to obey the instructions of the City's representative in anything relating to these services, or who appears to be disorderly, insubordinate, or incompetent shall upon the order of City's representative, be immediately relieved by the Contractor from the Project Work.

Any interference with, or any abusive or threatening conduct toward any City representative, its assistants or inspectors by the Contractor, its employees or agents, or any member of the public shall be grounds for the City to terminate the agreement and re-let the work. The Contractor shall furnish all labor, materials, supplies and equipment necessary to properly maintain all Project Work areas in an acceptable and safe condition.

18.2 Contractor agrees that it and its officers shall be held fully responsible, except as otherwise prohibited by law, for all acts of their employees while in their employ.

SECTION 19 - AVAILABILITY OF FUNDS

The obligations of the City under the awarded agreement will be subject to the availability of funds.

SECTION 20 - LICENSES, PERMITS, AND FEES

In accordance with the Public Bid Disclosure Act, Section 218.80, Florida Statutes, each license, permit, or fee a Contractor will have to pay the City before or during the work, items or services to be provided or the percentage method or unit method of all licenses, permits, and fees required by the City and payable to the City by virtue of the work, items, or services as part of the agreement are as follows:

- a. Contractor shall have and maintain during the term of the agreement any and all appropriate City licenses, fees (and business tax receipts, if applicable), which shall be paid in full in accordance with the City's fee structure for such items. **THERE WILL NOT BE ANY PERCENTAGE REDUCTION OR WAIVING OF CITY LICENSES, FEES (OR BUSINESS TAX RECEIPTS, IF APPLICABLE).**
- b. During the performance of the agreement, there may be times when the Contractor will be required to obtain a permit for such work, or in connection with the items or services. It is the responsibility of the Contractor to ensure that it has the appropriate permits as may become necessary during the performance of the work. Any fees related to the required permits in connection with the agreement will be the sole responsibility of the Contractor.
- c. Licenses, permits, and fees may be required by Broward County, the state of Florida or the federal government.

SECTION 21 - TERMINATION OF AGREEMENT

If the successful Bidder who or which is awarded the contract fails to provide the services, or shall in any other manner commit a breach of the agreement and fails to remedy the same within five (5) calendar days after receipt of written notice from the City, the City may terminate the agreement resulting from the ITB without any further notice to the Contractor. City representatives will review the construction services periodically to assure that the requirements of the agreement are being met. If any work is unsatisfactory, the Contractor shall be contacted, and the discrepancies corrected at no additional cost to the City. If deficiencies are not corrected within five (5) working days, the City may, at its option, perform the required services or contract to have them performed and deduct the cost of those services from the agreement cost.

SECTION 22 - TERMINATION OF AGREEMENT FOR CAUSE

If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under the agreement, or if the Contractor shall violate any of the provisions of the agreement, the City may upon written notice to the Contractor, terminate the right of the Contractor to proceed under the agreement, or as to such part or parts of the agreement for which there has been a default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such default and termination, any completed services performed by the Contractor under the agreement shall, at the option of the City become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of set-off until such time as the amount of damages due to the City from the Contractor can be determined. The City reserves the right to terminate the agreement upon thirty (30) calendar days' written notice, without cause.

SECTION 23 - INDEMNIFICATION AND HOLD HARMLESS PROVISIONS

23.1 The selected Contractor shall, in addition to any other obligation to indemnify the City and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the City, including its agents, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), or costs arising out of any actual or alleged:

- a. bodily injury, sickness, disease or death, or injury to or destruction of tangible property, including the loss of use resulting therefrom, or any other damage or loss arising out of or resulting or claimed to have resulted in whole or in part from any actual or alleged act or omission of the Contractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in the performance of the work;
- b. any violation of law, statute, ordinance, governmental administrative order, rule, regulation, or infringement of patent rights by Contractor in the performance of the work;
- c. liens, claims, actions made by the Contractor or other party performing the work; and
- d. claims of whatsoever nature related to collection practices or any actions of a contradictory nature pursuant to the Agreement or in an attempt to collect monies due or claimed to be due to the City.

SECTION 24 - INSURANCE REQUIREMENTS

24.1 Insurance Required Before Commencement of Work: The Contractor shall not commence Work under the Agreement until Contractor has obtained all insurance required under this Section, and not until such time that the coverages are approved by the Risk Manager of the

City. The Contractor shall not allow any employee of Contractor or any Subcontractor to commence Work on any subcontract until the Subcontractor and all Coverages required of any Subcontractor have been obtained and approved by the Risk Manager of the City. In addition, Contractor shall be responsible for any and all policy deductibles and self-insured retentions.

24.2 Insurance Requirements: Coverages shall be in force until all Work required to be performed under the terms of the Agreement, including any applicable warranty period, is satisfactorily completed as evidenced by the formal written acceptance by the City. In the event insurance certificates provided to City indicate that the insurance shall terminate and lapse during the period of the Agreement, including any applicable warranty period, then in that event, the Contractor shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed Certificate of Insurance as proof that equal and like coverages for the balance of the period of the Agreement, including any extension of it, and including any applicable warranty period, is in effect. **THE CONTRACTOR AND ANY SUBCONTRACTOR SHALL NOT PERFORM OR CONTINUE WORK PURSUANT TO THE AGREEMENT, UNLESS ALL COVERAGES REMAIN IN FULL FORCE AND EFFECT. ANY DELAY IN THE WORK CAUSED BY A LAPSE IN COVERAGE SHALL BE NON-EXCUSABLE, SHALL NOT BE GROUNDS FOR A TIME EXTENSION, AND WILL BE SUBJECT TO ANY OTHER APPLICABLE PROVISIONS DESCRIBED IN THE AGREEMENT OR ELSEWHERE IN THE BID DOCUMENTS CONCERNING CONTRACTOR DELAY.**

24.3 Required Minimum Coverages: The below coverages are minimum limit requirements. Umbrella or Excess Liability policies are acceptable to provide the total required liability limits, as long as the Risk Manager of the City reviews and approves in writing the insurance limits on each of the policies. The City must approve any changes to these specifications and has the right to review and amend coverage requirements. The CONTRACTOR shall be held responsible for any modifications, deviations, or omissions in these insurance requirements. CONTRACTOR shall be responsible for any deductible amounts.

24.4 GENERAL LIABILITY INSURANCE is to include bodily injury, broad form property damage, products/completed operations, blanket contractual liability, and personal/advertising injury with limits of no less than One Million Dollars (\$1,000,000.00) per occurrence, and Two Million Dollars (\$2,000,000.00) annual aggregate.

24.5 SPECIAL PROVISIONS AS TO GENERAL LIABILITY INSURANCE (to be confirmed on or attached to the Official Certificate of Insurance):

- a. Annual Aggregate shall apply “Per Job”;
- b. “The City of Dania Beach, Florida” is added as a named “Additional Insured”;

- c. Additional Insured status is included for Products completed operations coverage for a period of no less than five (5) years following the completion of the Work or Project;
- d. Additional insured coverage shall be no more restrictive than Insurance Services Office (ISO) form CG 2037 (07 04);
- e. Contractor's insurance shall be primary and non-contributory;
- f. Waiver of Subrogation in favor of the City;
- g. 30 Days' Notice of Cancellation or modification to City (if not available on the insurance policies, then Contractor has responsibility for notification); and
- h. Copy of Additional Insured Endorsement or other endorsements may be attached to the Certificate.

24.6 WORKERS' COMPENSATION INSURANCE shall be maintained by Contractor and any subcontractors during the life of the Agreement, including any applicable warranty period(s), and it is to apply to all "statutory employees" of Contractor (as that phrase is defined by Chapter 440, Florida Statutes), in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws, for the benefit of the Contractor, its employees, and Subcontractors.

24.7 In the case any work is sublet as otherwise addressed in the Agreement or Bid Documents, the Contractor shall require any Subcontractors similarly to provide Workers' Compensation Insurance for all of the latter's employees, in addition to any coverage afforded by the Contractor, by furnishing Statutory Limits Part A, and no less than One Million Dollars (\$1,000,000.00) Employers' Liability Limits Part B.

24.8 IN NO EVENT SHALL THE CONTRACTOR BE PERMITTED TO UTILIZE IN THE PROSECUTION OF THE WORK, THE FOLLOWING:

- A) ANY EMPLOYEE, SUBCONTRACTOR OR SUBCONTRACTOR EMPLOYEE WHO IS EXEMPTED OR PURPORTED TO BE EXEMPT FROM WORKERS' COMPENSATION INSURANCE COVERAGE; OR**
- B) ANY EMPLOYEE, SUBCONTRACTOR OR SUBCONTRACTOR EMPLOYEES WHO WILL BE COVERED BY AN EMPLOYEE LEASING ARRANGEMENT.**

24.9 SPECIAL PROVISIONS AS TO WORKERS' COMPENSATION INSURANCE (to be confirmed on or attached to the Official Certificate of Insurance) :

- A) 30 Days' Notice of Cancellation or Modification to City (if not available on the insurance policies, then Contractor has responsibility for notification); and
- B) Waiver of Subrogation.

24.10 AUTOMOBILE LIABILITY INSURANCE shall be maintained with combined single limits of no less than One Million Dollars (\$1,000,000.00), to include coverage for owned, hired, and non-owned vehicles.

24.11 SPECIAL PROVISIONS AS TO AUTOMOBILE LIABILITY INSURANCE (to be confirmed on or attached to the Official Certificate of Insurance):

- A) "The City of Dania Beach" is added as a named "Additional Insured";
- B) 30 Days' Notice of Cancellation or modification to City (if not available on the insurance policies, then Contractor has responsibility for notification); and
- C) Waiver of Subrogation.

24.12 Proof of Insurance: The following are requirements that must be met regarding the Bidder's delivery of Certificates of Insurance for all coverages required in the Agreement and Bid Documents:

24.12.1 "Preliminary" certificate means that certificates of insurance verifying all general insurance requirements (as noted below) must be included with Bid submittal on the date and time of the Bid opening. If the "preliminary" certificates are not included with a Bid submittal, then the City has the right to consider the submitted Bid as non-responsive on the date and time of the Bid opening. "Preliminary" Certificates may be issued without documentation of all "Special Provisions". However, Contractor does understand that all provisions, including "Special Provisions" noted below are expected to be fully documented on or attached to the "Official" Certificates of Insurance as described below.

24.12.2 "Official" Certificates of Insurance must be delivered to the City Clerk's office and Risk Manager of the City. If the "Official" certificates are not delivered before or on the fourteenth (14th) Business Day after the issuance by the City of the "Notice of Apparent Low Bidder", then the City has the right to consider the awarded Agreement to the successful Bidder as void and to negotiate a contract with the next lowest responsive and responsible Bidder. "Special Provisions", as referenced below under each type of insurance requirement shall be fully confirmed on or attached to the "Official" certificates.

24.12.3 All Certificates of Insurance must clearly identify the contract to which they pertain, including a brief description of the subject matter of the contract. The certificates shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty (30) days' prior written notice has been given to City. If this coverage is not provided, then Contractor is responsible for such notice to City. Insurance policies for required coverages shall be issued by companies authorized to do business under the laws of the State of Florida and any such companies' financial ratings must be no less than A-VII in the latest edition of the "BEST'S KEY RATING GUIDE", published by A.M. Best Guide. In the event that the insurance carrier's rating shall drop, the insurance carrier shall immediately notify the City in writing.

SECTION 25 – SAFETY

25.1 The successful Bidder shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Project Work. The successful Bidder shall comply with the rules and regulations of the Florida Department of Commerce regarding industrial safety (Florida Statutes, Section 440.56) and with the standards set forth in the federal Occupational Safety and Health Act of 1970 (OSHA), and its amendments.

25.2 Bidder, by submitting a bid, certifies that all materials and equipment to be supplied for the Project will meet all federal and state requirements, including but not limited to, the Occupational Safety and Health Act (OSHA).

SECTION 26 - WARRANTY

The Contractor shall warrant to the City that materials and equipment furnished under the agreement will be of good quality and new unless otherwise required or permitted by the Contract Documents; that the Work will be free from defects, and that the Work will conform to the terms and conditions of the agreement. Work not conforming to those terms and conditions, including substitutions not properly approved and authorized may be considered defective. The Contractor's warranty may exclude damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient City maintenance, improper operation, or normal wear and tear under normal usage. The Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. All manufacturers' product warranties shall be registered in the City's name and for its sole benefit.

SECTION 27 - RESPONSIBLE BIDDER

No bid will be accepted from, nor will any agreement be awarded to, any person or entity who or which is in arrears to the City of Dania Beach upon any debt or agreement, who or which is in default as surety or otherwise upon any obligation to the City, who is deemed irresponsible or unreliable by the City, or who or which has been found guilty or convicted of a Public Entity crime in any federal or state trial court of record.

SECTION 28 - CONTRACTOR'S FINANCIAL/EXPERIENCE RECORD

The City shall have the right to investigate the financial condition and experience record of the Bidder, and determine to its satisfaction the competency of the Bidder to undertake the requested services in the ITB.

SECTION 29 - SCRUTINIZED COMPANIES

Contractor shall certify that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2018), and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City's option if Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2018), as may be amended or revised, or been placed on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2018), as may be amended or revised, or is engaged in a boycott of Israel.

SECTION 30 - VERIFICATION OF EMPLOYMENT ELIGIBILITY

Consultant represents that Consultant and each Sub-consultant has registered with and uses the E-Verify system maintained by the United States Department of Homeland Security to verify the

work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this Agreement will not violate that statute. If Consultant violates this section, Municipality may immediately terminate this Agreement for cause and Consultant shall be liable for all costs incurred by Municipality due to the termination

SECTION 31 - BILLING PROCEDURE

The preferred method for invoices is to send via email to ap@daniabeachfl.gov. A copy may also be mailed to City Hall.

City of Dania Beach Finance Department
Attn: Accounts Payable
100 West Dania Beach Boulevard
Dania Beach, Florida 33004

with a copy to:

City of Dania Beach Public Services Department
Attn: Fernando Rodriguez
1201 Stirling Road
Dania Beach, Florida 33004

The City will pay to the Contractor for the faithful performance of the Contract, in lawful money of the United States, and subject to adjustments as provided in the Contract Documents, the amounts equal to the sum of the unit, lump sum price or both established for each separately identified work item, times the estimated quantity of that item, as indicated in the Schedule of Prices.

As provided in the Bid, the quantities entered in the Schedule of Prices for each item of work is an estimate only and the final Contract amount and the total payment made to the Contractor will be based on the actual number of units of each work item incorporated in the Work of the Contract. It is understood that the unit prices quoted or established for work items will be used for computing the amount to be paid to the Contractor, based on the quantities actually constructed as determined by the applicable measurement and payment portion of the Specifications.

SECTION 32 - BID PROTEST PROCEDURE

32.1 After a Notice of Intent to Award a contract is posted, any actual or prospective Bidder claiming to be aggrieved in connection with the pending award of the Contract or any element of the process leading to the award of the Contract may protest to the City Manager. A protest must be filed by 5:00 PM on the third (3rd) Business Day after posting at City Hall of the Notice of Award (excluding the day that the Notice is posted) or any right to protest is waived. The protest must be in writing, must identify the name and address of the protester, and must include a factual summary of, and the basis for, the protest. Filing shall be considered complete when the protest and a Bid Protest Bond are timely received by the City Manager's Office.

32.2 A Bid Protest Bond shall accompany the written protest, to compensate City for the

expenses of administering the protest. If the protest is decided in the protester's favor, the entire deposit shall be returned to the protester. If the protest is not decided in the protester's favor, the deposit shall be retained by the City. The deposit shall be in the form of a cashier's check, and shall be the one percent (1%) of the amount of the pending award to the initial successful Bidder or five thousand (\$5,000.00) dollars, whichever is less.

32.3 The Protest Committee shall have the authority to review, settle, and resolve all protests. Members of the Protest Committee will be appointed by the City Manager. If the Protest Committee determines that the pending award of a contract or any element of the process leading to the award involved a significant violation of law, applicable rule or regulation, all steps necessary and proper to correct the violation shall be taken. If the Protest Committee determines that the protest has merit, the City Manager shall direct that all appropriate steps are to be taken to remedy it.

32.4 In the event of a timely protest, the City Manager shall stay the award of the Contract unless, after consulting with the City Attorney and a representative from the City's Department for which the services are being obtained, the City Manager determines that the award of the Contract without delay is necessary to protect the substantial interests of the City. The continuation of the bid award process under these circumstances shall not preempt or otherwise affect the protest.

SECTION 33 - LITIGATION

33.1 In addition to any other provision of this ITB, the City may, in its absolute discretion, reject a Bid if the Bidder, or any officer or director of the Bidder submitting the Bid, is or has been engaged directly or indirectly in legal action against the City, its elected or appointed officers, representatives or employees in relation to any matter.

33.2 In determining whether or not to reject a Bid under this section, the City will consider whether the litigation is likely to affect the Bidder's ability to work with the City, its consultants and representatives and whether the City's experience with the Bidder indicates that there is a risk that the City will incur increased staff and legal costs in the administration of the contract if it is awarded to the Bidder.

33.3 A contract with the successful Bidder will include the following:

GOVERNING LAW; CONSENT TO JURISDICTION. The law of the State of Florida shall govern the contract. The contract is not subject to arbitration. **THE PARTIES EXPRESSLY WAIVE ALL RIGHTS TO TRIAL BY JURY FOR ANY DISPUTES ARISING FROM, OR IN ANY WAY CONNECTED WITH THIS AGREEMENT. THE PARTIES UNDERSTAND AND AGREE THAT THIS WAIVER IS A MATERIAL CONTRACT TERM.**

33.4 All claims, counterclaims, disputes and other matters in question between City and the Contractor arising out of, relating to or pertaining to the Contract, the breach of it, the services of it, or the standard of performance required in it, are to be addressed by resort to non-binding

mediation as authorized under the laws and rules of Florida; provided, however, that in the event of any dispute between the parties, the parties agree to first negotiate with each other for a resolution of the matter or matters in dispute and, upon failure of such negotiations to resolve the dispute, the parties shall resort to mediation. If mediation is unsuccessful, any such matter may be determined by litigation in a court of competent jurisdiction in Broward County, Florida, or the Federal District Court of the Southern District of Florida and appropriate appellate courts for such venue and jurisdiction. If City or Contractor incurs any expense in enforcing the terms of the Contractor, whether suit is brought or not, each party shall bear its own costs and expenses including, but not limited to, court costs and reasonable attorney fees.

SECTION 34 - CONTRACT AWARD AND EXECUTION

34.1 Bid Opening and Evaluation: The City will publicly open and announce all bids it receives by total amount in accordance with the terms of the advertisement. The City will verify all bidders have properly submitted and executed all required bid documents and forms; review all bids for accuracy; prepare a tabulation of the bids showing the item details and total bid for all responsible bids; check for conformance of all bids to the scope of work; evaluate unbalanced bid items; confirm the bid tabulations; and provide a recommendation for award of bid or recommendation for re-advertisement, if appropriate, to the City Commission.

34.2 Rejection of Bids: The City may reject bids in the following circumstances:

- (a) where the low bid differs from the engineer's estimate by an unreasonable amount (reasonable conformance pursuant to 23 CFR 635.114(c))
- (b) where obvious unbalancing of unit prices has occurred, or
- (c) where competition is considered to be inadequate relative to the size, type, and location of the project.

34.3 Prohibition of Negotiations with Contractors or Bidders: Negotiations with contractors are not permitted during the advertisement, award, or execution period of the contracting process.

34.4 Contract Award and Execution: The City will enter into a contract with the lowest priced and the most responsive and responsible bidder. If the City is unable to come to terms with the lowest priced and the most responsive and responsible bidder, the City shall initiate the award process with the next lower priced most responsive and responsible bidder, and so on, until a contract is executed.

The City is under no obligation to accept any Bid submitted. The City reserves the right in its sole discretion to waive informalities in, or, at any time in the process and to reject any or all Bids at any time.

All costs incurred in the preparation and presentation of any Bid shall be wholly absorbed by the Bidder. All supporting documentation and manuals submitted with any Bid will become the property of the City of Dania Beach unless otherwise requested by the Bidder at the time of submission.

SECTION 35 – CONE OF SILENCE

35.1 Cone of Silence: Definitions: “Cone of Silence,” as used in this ITB, means a prohibition on any communication regarding a particular Request for Proposal (“RFP”), Request for Qualification (“RFQ”) or Invitation to Bid (“ITB”), between:

a potential vendor, service provider, Bidder, bidder, lobbyist, or consultant, and:

a City Commission member, City’s professional staff including, but not limited to, the City Manager and her staff, or any member of the City’s Selection Committee.

Restriction; Notice: A Cone of Silence shall be imposed upon this ITB upon the advertisement of the ITB. At the time of imposition of the Cone of Silence, the City Manager or designee shall provide for public notice of the Cone of Silence by posting a notice at City Hall. The City Manager shall issue a written notice as to the Cone of Silence to the affected departments, file a copy of such notice with the City Clerk, with a copy to each City Commissioner, and shall include in any public solicitation for goods or services a statement disclosing the requirements of this section.

Termination of Cone of Silence: The Cone of Silence shall terminate at the beginning of the City Commission meeting (whether a regular or special meeting) at which the City Manager makes a written recommendation of award to the City Commission. However, if the City Commission refers the City Manager’s recommendation back to the City Manager or staff for further review, the Cone of Silence shall be re-imposed until such time as the City Manager makes a subsequent written recommendation.

Exceptions to Applicability: The provisions of this section shall not apply to:

- a. Oral communications at pre-bid conferences;
- b. Oral presentations before the Selection Committee;
- c. Public presentations made to the City Commission members during any duly noticed public meeting;
- d. Communications in writing at any time with any City employee, unless specifically prohibited by the ITB. The Bidder shall file a copy of any written communication with the City Clerk. The City Clerk shall make copies available to any person upon request;
- e. Communications regarding the ITB between a potential vendor, service provider, Bidder, lobbyist or consultant and the City’s Procurement and Contract Services Agent or City employee designated as responsible for administering the procurement process for the ITB, provided the communication is limited strictly to matters of process or procedure

already contained in the corresponding solicitation document;

- f. Communications with the City Attorney and his staff;
- g. Duly noticed site visits to determine the competency of a Bidder regarding the ITB during the time period between the opening of Bids and the time the City Manager makes a written recommendation;
- h. Any emergency procurement of goods or services pursuant to City Code;
- i. Responses to the City's request for clarification or additional information;
- j. Contract negotiations during any duly noticed public meeting;
- k. Communications to enable City staff to seek and obtain industry comment or perform market research, provided all related communications between a potential vendor, service provider, Bidder, lobbyist, or consultant and any member of the City's professional staff including, but not limited to, the City Manager and his staff are in writing or are made at a duly noticed public meeting.

Penalties: Violation of this section by a particular Bidder shall render any ITB award or contract to the Bidder voidable by the City Commission or City Manager. Any person who violates a provision of this section may be prohibited from serving on a City selection or evaluation committee. In addition to any other penalty provided in this ITB, violation of any provision of this section by a City employee may subject the employee to disciplinary action. Please contact the City Attorney for any questions concerning "Cone of Silence" compliance.

EXHIBIT “A”

**SCOPE OF WORK INCLUDED AS AN ATTACHEMENT TO THIS INVITATION TO
BID.**

EXHIBIT “B”

BID FORM

Form posted on City Webpage and DemandStar

EXHIBIT “C”

BIDDER’S QUESTIONNAIRE

The undersigned guarantees the truth and accuracy of all statements and answers contained below:

1. How many years has your organization been in business? _____
2. List below (or on an attached sheet, if necessary) the names, addresses and telephone numbers of organizations, governmental, private or both located in Broward, Miami-Dade or Palm Beach Counties, for which you are now, or have within the past three(3) years, provided services similar to that called for in the Invitation to Bid.

3. List below (or on an attached sheet, if necessary) all pertinent information and data that would indicate the ability of your organization and management personnel to perform satisfactorily.

4. Have you personally completed a plan for performance of the work?

5. Have you ever failed to complete work awarded to you? If so, when, where and why?

6. What equipment do you own that is available for work?

7. Has your company ever been debarred or held in default in Broward, Miami-Dade, or Palm Beach Counties or elsewhere by any other governmental entity? _____

8. How many employees (Contractors only) will be assigned to perform the services?_____
9. How many supervisors will be assigned to perform the services?_____
10. Will personnel be part of a regular crew assigned to perform the services?
Yes_____ No_____
11. Will you be able to provide service for emergency situations? Yes_____ No_____
If so, how much notice is required? _____
12. What equipment do you own that is available to complete the Project?

**EVERY PIECE OF EQUIPMENT MUST HAVE ORIGINAL FACTORY GUARDS
AND SHIELDS INSTALLED AND FUNCTIONING AT THE TIME OF WORK.**

END OF BIDDER'S QUESTIONNAIRE

EXHIBIT "D"

Sworn Statement Under Section §287.133(3)(a), Florida Statutes on Public Entity Crimes

(This form must be signed in the presence of a Notary Public or other officer authorized to administer oaths.)

1. This sworn statement is submitted with Invitation to Bid No. 21-027

2. This sworn statement is submitted by: _____
(name of entity submitting sworn statement)

its business address is: _____

Federal Identification Number
(FEIN) is:

(if applicable)

Social Security Number:

(if the entity has no FEIN, include the Social Security Number
of the individual signing this sworn statement)

3. My name is: _____
(PRINT NAME of individual signing this document)

and my relationship to the entity is: _____
(President, General Partner, etc. as applicable)

4. I understand that a "public entity crime" as defined in Section 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in Section 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere (also known as "No Contest").

6. I understand that an "affiliate" as defined in Section 287.133(1)(a), Florida Statutes, means:
- (a) A predecessor or successor of a person or a corporation convicted of a public entity crime; or
 - (b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima-facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a "person" as defined in Section 287.133(1)(e), Florida Statutes, means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding agreement and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement which that I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies):

_____ Neither the entity submitting the sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989 and

(Please now indicate which additional statement below applies):

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order)

_____ The person or affiliate was placed on the convicted list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Florida Department of General Services)

SIGNATURE (of person whose name
first appears above)

Date

STATE OF FLORIDA)

COUNTY OF _____)

Sworn to and subscribed before me on _____, 2021, by
_____, as _____ of
_____, a _____ corporation/partnership, on behalf of
the corporation/partnership who (check one) ☐ is personally known to me or ☐ has produced
_____ as identification.

Signature of Notary Public

PRINTED Name of Notary

My commission expires:

EXHIBIT “E”

NON-COLLUSION AFFIDAVIT

The undersigned Bidder has not divulged to, discussed, or compared his/her/its Bid with any other Bidders and has not colluded with any other Bidder or parties to the Bid whatsoever.

Name of City Project: “Janitorial Services”

City’s Invitation to Bid No.: 21-027

Name of Bidder

SIGNATURE of Bidder or Authorized
Agent of Bidder

PRINT Name of Bidder or Authorized
Agent of Bidder

Title
_____, 2021.
Date

STATE OF FLORIDA)
) ss:
COUNTY OF _____)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared ☐ physical presence or ☐ online notarization, on _____ as _____, of _____, an organization authorized to do business in the State of Florida, and acknowledged and executed the foregoing statement as the proper official of _____ for the use and purposes mentioned in it and affixed the official seal of the entity, and that the instrument is the act and deed of that entity. He/she is personally known to me or has produced _____ as identification.

.

Signature of Notary Public

PRINTED Name of Notary

My commission expires:

EXHIBIT “F”
INDEPENDENCE AFFIDAVIT

The undersigned individual, being duly sworn, deposes and says that:

I am _____ of _____, the Bidder that has submitted the attached Bid;

I hereby certify to the best of my knowledge that neither I nor any of those persons residing in my household have or have had during the past five years, any relationships (professional, financial, familial or otherwise) with the City (or any of its districts), its elected or appointed officials, its employees or agents, or any member or alternate member of the Selection Committee.

A “relationship” for the purpose of this affidavit shall include but not be limited to employer/employee, consultant, contractor, subcontractor, associate, officer, partnership, joint venture, ownership greater than one percent, landlord/tenant, or creditor/debtor, gift donor/recipient (in excess of \$100.00), past or on-going personal relationships, or joint involvement with charitable/voluntary activities. **Relationship includes having a prior or current contract with the City.**

Except as set forth below, I hereby certify to the best of my knowledge that neither I nor any of those persons residing in my household have received any promise of compensation, remuneration, gift, discount, or other gratuity in exchange for my Bid.

I understand and agree that I shall give the City written notice of any other relationships (as defined above) that I enter into with the City (or any of its districts), its elected or appointed officials, its employees or agents, or any member or alternate member of the Selection Committee during the period of the Agreement.

I set forth below any exceptions to the aforementioned (if none, write “None”):

Signature (Blue ink only)

Print Name

Title

EXHIBIT F – (CONTINUED)

Date

STATE OF FLORIDA

COUNTY OF _____

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared ☐ physical presence or ☐ online notarization, on _____ as _____, of _____, an organization authorized to do business in the State of Florida, and acknowledged and executed the foregoing statement as the proper official of _____ for the use and purposes mentioned in it and affixed the official seal of the entity, and that the instrument is the act and deed of that entity. He/she is personally known to me or has produced _____ as identification.

Notary Public

PRINT Name of Notary Public

My commission expires:

EXHIBIT “G”

REFERENCES

Bidder shall provide a minimum of three references.

Name of company: _____

Address: _____

Telephone number: _____

Email address: _____

Principal contact person(s): _____

Year contract initiated and terminated: _____

Name of company: _____

Address: _____

Email address: _____

Principal contact person(s): _____

Year contract initiated and terminated: _____

Name of company: _____

Address: _____

Telephone number: _____

Email address: _____

Principal contact person(s): _____

Year contract initiated and terminated:

EXHIBIT “H”

ACKNOWLEDGMENT OF ADDENDA

The Bidder acknowledges the receipt of the following addenda issued by the City and incorporated into and made part of the ITB or the Agreement. In the event the Bidder fails to include any such addenda in the table below, submission of this form shall constitute acknowledgment of receipt of all addenda, whether or not received by the Bidder.

ADDENDUM NUMBER	DATE RECEIVED	PRINT NAME	TITLE	SIGNATURE (BLUE INK ONLY)

EXHIBIT “I”

CERTIFICATION TO ACCURACY OF BID

The Bidder, by executing this form, certifies and attests that all forms, affidavits and documents related to the document that it has enclosed in the Bid in support of its Bid are true and accurate. Failure by the Bidder to attest to the truth and accuracy of such forms, affidavits and documents shall result in the Bid being deemed non-responsive and such Bid will not be considered.

By submitting a Bid to do the work, the Bidder certifies that a careful review of the ITB and the Agreement has taken place and that the Bidder is fully informed and understands the requirements of the ITB and the expected Agreement and the quality and quantity of services to be performed.

The undersigned individual, being duly sworn, deposes and says that:

- A. He/She is _____ of _____, the Bidder that has submitted the attached Bid;
- B. He/She is fully informed respecting the preparation and contents of the attached Bid and of all forms, affidavits and documents submitted in support of such Bid;
- C. All forms, affidavits and documents submitted in support of this Bid and included in this Bid are true and accurate;
- D. No information that should have been included in such forms, affidavits and documents has been omitted; and
- E. No information that is included in such forms, affidavits or documents is false or misleading.

EXHIBIT "T"

**CERTIFICATION TO ACCURACY OF BID
(continued)**

Signature (Blue ink only)

Print Name

Title

Date

STATE OF FLORIDA
COUNTY OF _____

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared ☐ physical presence or ☐ online notarization, on _____ as _____, of _____, an organization authorized to do business in the State of Florida, and acknowledged and executed the foregoing statement as the proper official of _____ for the use and purposes mentioned in it and affixed the official seal of the entity, and that the instrument is the act and deed of that entity. He/she is personally known to me or has produced _____ as identification.

Notary Public

PRINT Name of Notary Public

My commission expires:

EXHIBIT "J"
DRUG-FREE WORKPLACE CERTIFICATION FORM

Whenever two (2) or more bids/Bids, which are equal with respect to price, quality, and service, are received by the CITY OF DANIA BEACH for the procurement of commodities or contractual services, a bid/Bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of controlled substances is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in number(1).
4. In the statement specified in number (1), notify the employees that as a condition for working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction on or plea of guilty or no contest to any violation of Chapter 893, Florida Statutes or of any controlled substance law of the United States or any singular state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

This Certification is submitted by _____ the
(Title) (PRINT Name of Authorized Agent)
_____ of _____
(Bidder Name)

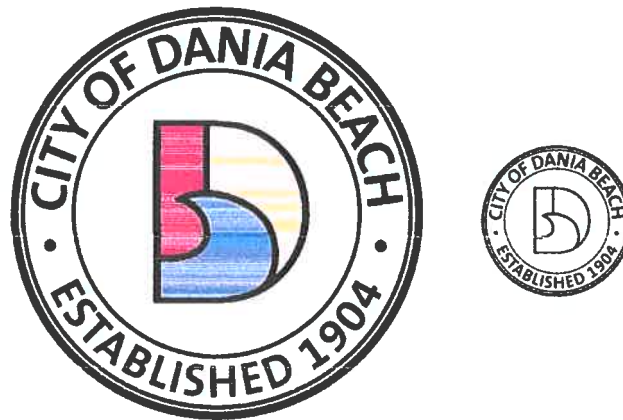
who does certify that said Company has implemented a drug-free workplace program, which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

SIGNATURE

DATE



BID ("ITB.") NO. 21-027



**Response BID for:
City of Dania Beach**

SUBMITTED BY:

Clean Space, Inc.
3764 NW 124th Ave
Coral Springs, FL 33065

Matt Giunco, Operations Manager

PHONE: 954.880.5188

FAX: 561.239.4072

EMAIL: mg@cleanspaceonline.com

Date of Submittal: October 11th, 2021 @ 10:00 am

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TAB I. Letter of Transmittal.

Clean Space, Inc is pleased to submit for review and consideration our proposal for **BID ("ITB.") NO. 21-027 City of Dania Beach Janitorial Services**.

All documents, information and pricing that are included within this document are valid for 60 days from the due date of the BID. Thank you for your consideration.

Founded in 2011, Clean Space has dedicated its first 10 years in business to perfect the art of cleaning and its operations. We are **not a franchise**, we are locally owned and operated, our headquarters are in Coral Springs, Florida. As an owned business, Clean Space is committed to providing cleaning services that over delivers on its promise of quality and consistent service day after day. Clean Space's Federal Tax ID Number is: 32-0338631

We service the most exclusive City Halls, Town Halls and Villages in South Florida, Broward, Martin County, Indian River County, and Palm Beach. We have over 300+ satisfied customers which include among others, Courthouses, City Parks, Agricultural Extensions Offices, City Halls, Professional offices, public works, Private Properties, Head Start Schools, Department of Transportation Facilities, Museums, Police Departments, Public Libraries, Public Safety Complex, EOC Dispatch, Health Departments, and Schools.

Our goal and philosophy are to ensure and delivery a high-quality Janitorial Services in Indian River, Sarasota, Collier, Saint Lucie, Martin County, Palm Beach, Broward, and Miami-Dade Counties.

As we have learned through our +10 years of experience, and validated through the county's stakeholder interactions, high quality, coordinated, integrated, and person-centered Janitorial Services must be both personal and local. This guiding belief has informed our program and operational design which will feature a distributed operating model.

As you will see in the enclosed bid proposal, we will maintain the facilities throughout the **City of Dania Beach** employing highly engaged, local janitor services, quality management, compliance, member support and provider relations staff. These staff will be hired locally in the local area and dedicated to caring exclusively for the **City of Dania Beach** facilities and meeting the requirements of the contract. In addition, we will establish based, employing well-trained staff service.

Our operations will be supported by corporately supplied resources, which provide scale, eliminate redundancy and offer added security and support, which will be critically important in the months leading up to the anticipated start date and throughout the first year of implementation.

Our approach to ensuring we meet the specifications of the BID Custodial Services and Scope of Services entails the features of our plan design and rigorous enterprise project management support leading up to and through the anticipated start date.

The team will oversee the timely completion of activities on the implementation plan, ensure cross-team communication, identify issues, and provide weekly project status reports to our executive leadership team, to whom they are accountable. Following the implementation, we will provide ongoing management and oversight with unmatched rigor.

We propose to complete a comprehensive assessment of our compliance with the Request of Proposal of Janitorial and Scope of Services, which will include a detailed analysis of process and outcomes metrics. To supplement this internal review, our company compliance and audit teams will conduct independent and objective assessments of plan compliance and will establish, monitor, and report on any associated corrective action.

This rigor and discipline will ensure that we are meeting the **City of Dania Beach** expectations and goals and, where we may have opportunity for improvement, allow us to quickly identify and remediate.

Clean Space, Inc is very qualified and assures the **City of Dania Beach** that:

It will furnish the services requires by **City of Dania Beach** (as defined in the BID- Scope of Services).

Clean Space, Inc shall furnish all necessary labor, materials, equipment, tools, cleaning solutions, and supervision to thoroughly clean and sanitize all listed building areas. We are prepared to adapt this work schedule to coincide with the needs and requests of the customer provided that such requests do not alter the cost of operations.

TAB II. QUALIFICATIONS

Clean Space, Inc. has been serving South Florida since April 2011. Our managers and owners have more than 10 years of experience working in the commercial cleaning industry.

Clean Space Inc has the one of the best reputations in the industry, for the professionalism, know-how of the industry, courtesy, and reliability.

In Florida we have managed accounts with more than 350,000 square footage successfully. In addition, Clean Space Inc, is very familiar with facilities like the **City of Dania Beach**.

Clean Space services several facilities in addition to the one's names above, including Parks and Recreations Restrooms, Administration Buildings, Call Centers, Police Departments, Special Operation Departments, Public Safety Complex, Libraries, Annex Buildings, Utilities and Solid Waste Buildings, Commercial office buildings.

Clean Space, Inc provide executive and professional personnel that has prior experience at all locations. They are 100% commitment with this project. We provide staffing that has prior experience and in addition is given training orientation upon hire to ensure, quality of service. We are available 24hrs/7 days a week in case of emergencies. We have trained crews that are responsible for hard floor, carpet, and project cleaning on demand and for project work. We partner with our customers to provide specialized services as needed and can accommodate services to be provided at any time of day.

All services are provided by Clean Space W2 employees, no sub- contractors are ever used.

Clean Space's operations will be supported by corporately-supplied resources, which provide scale, eliminate redundancy and offer added security and support, which will be critically important in the months leading up to the anticipated start date and throughout the first year of implementation. Our approach to ensuring we meet the specifications of the **BID ("ITB.") NO. 21-027**.

Detailed Requirements- Scope of Services entails the features of our plan design and rigorous enterprise project management support leading up to and through the anticipated start date.

The team will oversee the timely completion of activities on the implementation plan, ensure cross-team communication, identify issues, and provide weekly project status reports to our executive leadership team, to whom they are accountable. Following the implementation, we will provide ongoing management and oversight with unmatched rigor. We propose to complete a comprehensive assessment of our compliance with **BID ("ITB.") NO. 21-027**.

Detailed Requirements- Scope of Services, which will include a detailed analysis of process and outcomes metrics. To supplement this internal review, our company compliance and audit teams will conduct independent and objective assessments of plan compliance and will establish, monitor, and report on any associated corrective action. This rigor and discipline will ensure that we are meeting the **City of Dania Beach** expectations and goals and, where we may have opportunity for improvement, allow us to quickly identify and remediate.

Before we start...

We will create cleaning schedules for each cleaner at each location and share with client for approval, only then we will train our cleaners in the areas.

Clean Space will follow the requested schedule visits per week at specific locations.

Clean Space, Inc is prepared to adapt this work schedule to coincide with the needs and requests of the customer provided that such requests do not alter the cost of operations.

Invoicing

All invoicing will be itemized according to monthly work or for special tasks. Invoicing will be on the last day of the month. Payment policy is net 30 days.

Supervision

Adequate personnel and supervision will be furnished to ensure quality service.

HOME OFFICE AND ORGANIZATIONAL CHART

CORPORATE HEADQUARTERS LOCAL OFFICE

3764 NW 124th Avenue

Coral Springs, FL 33065

Phone: 1.800.499.0116

Fax: 561.239.4072

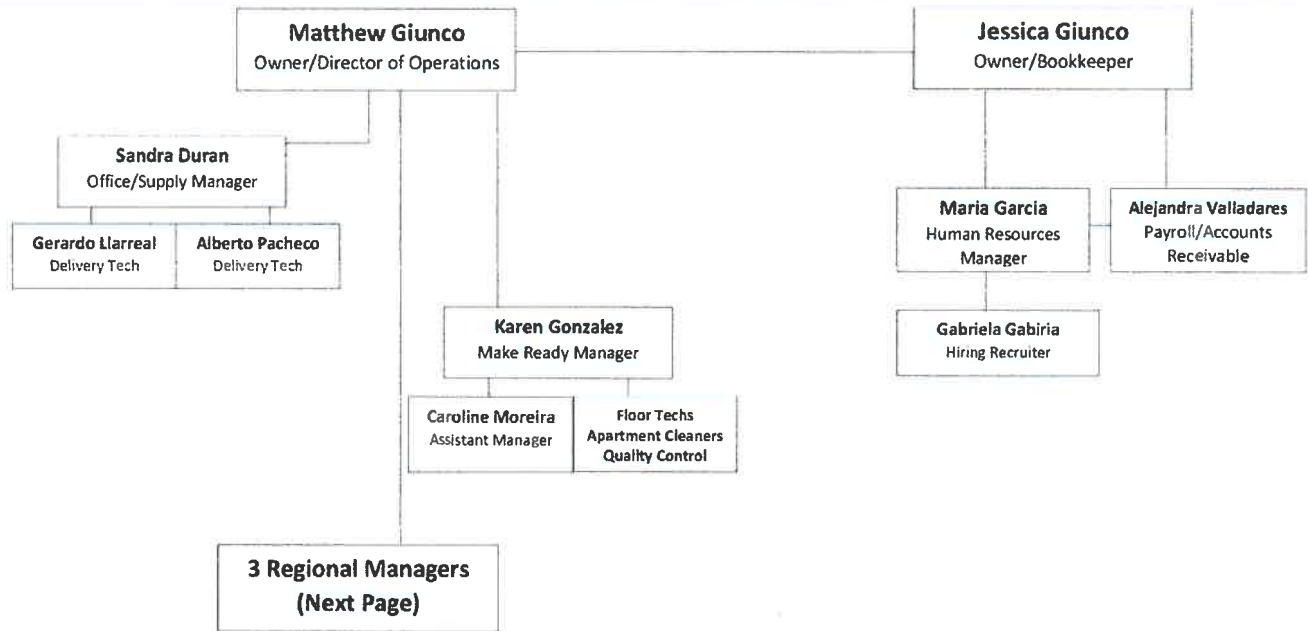
Email: MG@Cleanspaceonline.com





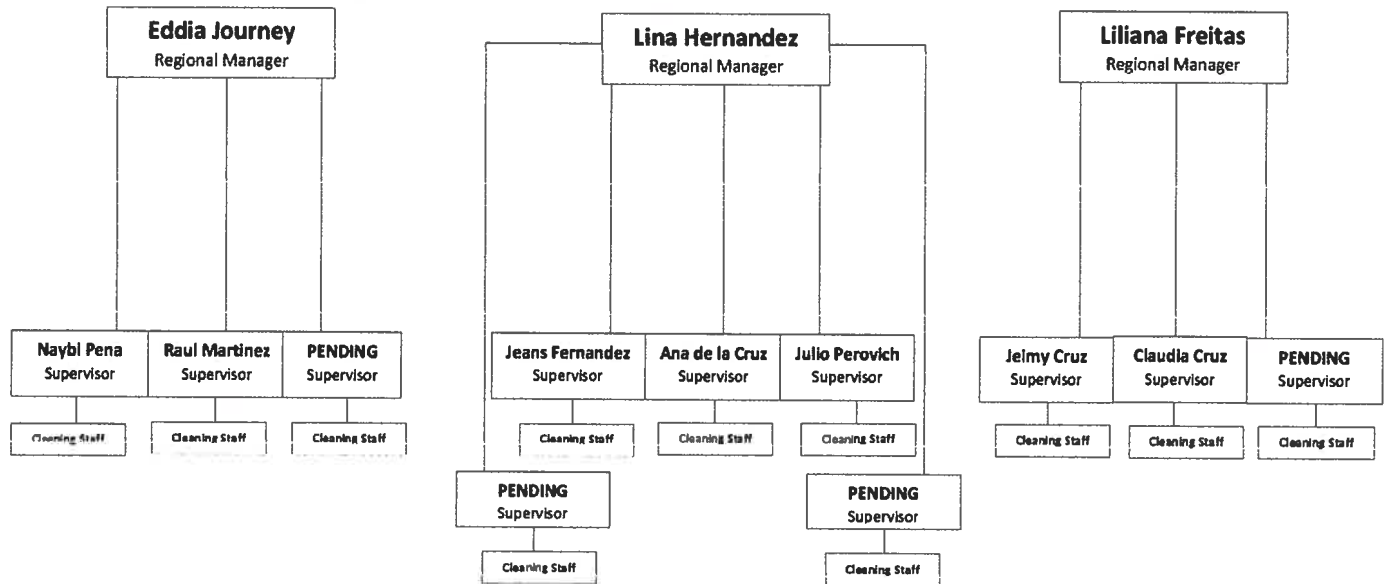
ORGANIZATIONAL CHART

AS OF MARCH 2021



**ORGANIZATIONAL CHART**

AS OF MARCH 2021



Tab III. Key Personnel

WORK PLAN

Clean Space, Inc shall furnish all necessary labor, materials, equipment, tools, cleaning solutions, and supervision to thoroughly clean and sanitize all listed building areas.

STARTUP AND PHASE IN SCHEDULE

FIRST DAY: We always begin with a deep cleaning of the entire facilities with enough extra crew to reach the level of cleanliness required. This initial deep cleaning is done at no extra charge

Startup: Since this project involve a large area of cleaning, we will implement a phase plan, starting with the principal areas, then phasing the rest of the facility within 7 days or less, depending on operational constrain.

INSPECTION PROCEDURES.

The Project Manager will perform unannounced inspections at different times of the day. This practice assures CLEAN SPACE'S high standards and encourages feedback from our customers. All inspections will be done thru our smart phone app called swept, customers will receive detailed PDF inspections

For the past 10 years, Clean Space has consistently demonstrated our ability to improve quality of care, Janitorial outcomes, and janitorial care costs for our government partners and those to whom they have entrusted with our care. Our experience and proven success coupled with our approach to meeting the requirements of the contract and delivering high quality care, which are detailed in the enclosed RFP proposal, will improve quality outcomes and efficiencies across the janitorial services delivery system.

We look forward to partnering with to coordinate care and provide quality outcomes for the janitorial services in the facilities.



Clean Space, Inc provide executive and professional personnel that has prior experience at all locations. They are 100% commitment with this project. We provide staffing that has prior experience and in addition is given training orientation upon hire to ensure, quality of service. We are available 24hrs/7 days a week in case of emergencies.

We have trained crews that are responsible for hard floor, carpet, and project cleaning on demand and for project work. We partner with our customers to provide specialized services as needed and can accommodate services to be provided at any time of day. **All services are provided by Clean Space W2 employees, no sub- contractors are ever used.**

Clean Space, Inc is owned by a husband and wife team. Jessica Giunco is president and Matt Giunco is Director of Operations. Jessica Giunco background is in accounting, having worked for accounting departments for fortune 500 companies prior to starting Clean Space. Matt Giunco has 15 years experience in the commercial janitorial industry. Matt has worked his way up from janitorial worker to supervisor to Area Manager to Regional Manager for a national janitorial company prior to opening Clean Space with his wife Jessica Giunco.

The staff (Project manager, supervisors and janitors) of **Clean Space Inc.,** are responsible to perform and follow up the scope of services in daily, weekly, monthly and semi-Annual basis as described in this BID package, sign in-out every day through our application, and make sure the facilities are secure and report any incident immediately.

The staff designated for Request of Janitorial Services will comply with the Detail Requirements-Scope of Services.

The personnel have the authority to manage the operational performance with the best interest of the **City of Dania Beach** always be available for immediate communication's Facility Representative by carrying, Clean Space manager and supervisors will be always readily available on their cellphone.

PROJECT MANAGER'S/ REGIONAL MANAGER EXPERIENCE.

The Project manager has experience in this Industry. Has the ability to choose the best products and cleaning equipment to be used, provide MSDS, schedule the monthly and semi-annual schedules of cleanings report any incident or concern, submit reports indicating work completion, address with extra crew any spills o incident as soon as possible, quality control walks- through with supervisor on weekly basis and keep a good communication with client. He is available 24/7 for client and cleaning crew.

The staff designated for Request of Janitorial Services will comply with the Detail Requirements-Scope of Services.

Responsibilities of Project Manager:

- The Project Manager shall be responsible for ensuring that all obligations of the Contract are consistently and properly performed.
- The Project Manager is responsible for all required documentation and for keeping the documentation updated.
- The Project Manager always will be equipped with a cell phone with two-way capability to allow for continuous accessibility twenty-four (24) hours per day and seven (7) days per week.
- The Project Manager will be interacting with the Authority daily if necessary.
- The Project Manager is training to management computer literate to the degree required to utilize email, calendar, and other common business software.
- The Project Manager is equipped with a motor vehicle to ensure mobility between locations.
- The Project Manager will be meet weekly with the City's Facility Maintenance Supervisor or his designee at a time mutually agreed upon.
- Project Manager will be handled directly the problems and/or complaints with the Purchasing Manager and the Contractor or its Project Manager and/or area supervisors.
- Responsible for ensuring that all employees are complying, always, with Terms, Conditions and Specifications outlined in this Request for Proposal.
- Responsible to ensuring that all Scope of Work items completed as schedule in the Scope of Work daily basis.
- It is available to speak and read English.

The Project Manager has knowledge of methods used in the cleaning of buildings and the occupational hazards and safety rules and regulations.

SUPERVISORS EXPERIENCE.

The Supervisor must inspect that the job exceeding client's expectations also report any incident, lock doors, check inventory, follow up the MSDS, the mix and/or use of cleaning products, report spills to be address as soon as possible, follow up procedures, uniforms, id cards, alarms, report any concern to Project manager, keep daily written activities reports and any other assignments. The Supervisors have experience in this Industry.

They have the knowledge of the standard methods, equipment, and supplies used in largescale janitorial activities of the service, have knowledge of the qualities, adaptabilities, and uses of common tools, equipment, and materials used in cleaning and maintenance activities.

The Supervisor has knowledge of methods used in the cleaning of buildings and the occupational hazards and safety rules and regulations Clean Space Inc and will comply with the Detail Requirements-Scope of Services.

- The Supervisor will be full knowledge of the Contract requirements and cleaning procedures.
- Will be report directly to the Contractor's Project Manager.
- Will be inspected and coordinate the custodial work with Team Leader.
- The Supervisor will be complete a walk-thru after each service to confirm that the defined quality and scope of services performed.
- Will be reporting any building and/or infrastructure issues or problems on nightly basis.
- All janitorial-related issues will be corrected by the next cleaning visit. Any emergency with the building/infrastructure that require immediate attention must be reported to Dispatch.
- The Supervisor will be required to maintain a daily work log.
- Any issues and corrections will be directed through the City's contract administrator.
- Responsible for the instruction and training of personnel in proper work methods and procedures.
- Schedule and coordinate all services and functions as required by the contract and as specified in the **Task Schedules** with the Contract Administrator.
- Responsible for the security of the building including checking all windows and doors at the conclusion of the work in each area.
- Check all exterior doors and make sure they are closed and locked.
- Special care will be taken to ensure that buildings and rooms are not left unlocked, open, or unattended at any time.
- Buildings with alarms will be armed immediately at the conclusion of the work.
- Make sure that all personnel are not allowed in the facilities outside of their normal working hours unless they are performing work.
- Request to the City's contract administrator all necessary Keys/key cards for the employees designated employees to this contract.
- Reported any loss of keys/key cards at the time of each lost key/key card to the City's contract administrator.
- Reported immediately to the Project Manager problems dealing with unauthorized or suspicious persons, conditions indicating theft, breaking or vandalism, situations such as: fire, smoke, unusual odors, broken pipes, or floods, and take appropriate safety measures.
- Request to the City's contract administrator all necessary Keys/key cards for the employees designated employees to this contract.
- Reported any loss of keys/key cards at the time of each lost key/key card to the City's contract administrator.
- Reported immediately to the Project Manager problems dealing with unauthorized or suspicious persons, conditions indicating theft, breaking or vandalism, situations such as: fire, smoke, unusual odors, broken pipes, or floods, and take appropriate safety measures.

Proposed Personnel and Staff Qualifications

Clean Space guarantees that assigned supervisors and team leader will fully speak, write, and read English and Spanish. Clean Space also confirms that the individuals mentioned below will conduct all required background checks including level 2 background checks. Clean space understands the requirements explain in the Detailed Cleaning Specifications Scope of Services and will comply during the term of the contract. Please see below for proposed organizational chart for this project.

Matt Giunco – Operations Manager



Lina Hernandez – Regional Manager



Orlando Reyes – Supervisor



Janitorial Staff

Tab IV. Service (Include similar projects)

City of Boynton Beach.

Town of Jupiter

Town of Juno Beach

Village of Indiantown.

Town of Cutler Bay.

City of Sunny Isle

Indian River County (Courthouse and Library)

Sarasota Public Restrooms and Buildings (Recently award start on July 8th, 2021)

Tab V. References

REFERENCES: Please see attached

CLIENTE NAME	Martin County Parks & Recreations	
ADDRESS	Stuart, Palm City, Hobe Sound, Jensen Beach, Port Salerno, Indiantown.	
CONTACT	Pamila Jones 386-288-4209 pamilaj@martin.fl.us	
SCOPE OF SERVICES/ DUTIES	Custodial Services for 45 Parks restrooms, 16 Facilities, Offices and Communities, included the Agricultural Extension offices.	
TOTAL AMOUNT OF CONTRACT	\$200,000 Annual	

CLIENT NAME	CITY OF BOYNTON BEACH	
ADDRESS	3301 Quantum Blvd Boynton FL	Police Department 
CONTACT	Gail Mootz	
	561-742-6223 Email: MootzG@bhfl.us	
SCOPE OF SERVICES/ DUTIES	Cleaning Services: Public Works, Communities Center, Parks, Fire Departments. We are one source of cleaning services, we offer specialty services as: Porters, Carpet Cleaning, Disinfections, upholstery Cleaning, vinyl tile cleaning and refinishing, high-pressure cleaning, mat / rugs cleaning, window cleaning.	Fire Rescue 
PERFORMANCE PERIOD	Client since 2019- Current.	
TOTAL ANNUAL AMOUNT OF CONTRACT	\$216,000 APPROX.	

CLIENT NAME	Indian River County	
ADDRESS	4305 43 rd AV Vero Beach, FL 32967	
CONTACT	Chuck Belcher 772-538-8113 cbelcher@ircgov.com	
DESCRIPTION OF SERVICES:	Janitorial services for the Courthouse and Library. Courthouse have three story include holding cells, jury rooms, 8 Courtrooms, Sheriff office and more. Library have two story.	
PERFORMANCE PERIOD	Client since April 2021 -Current.	
TOTAL SQUARE FEET	160,000	
TOTAL COST	\$187,000	

CLIENT NAME	Town of Jupiter	
ADDRESS	210 Military Trail Jupiter, FL 33458	
CONTACT	Catherine Morosco Special Projects Coordinator	
	Phone (561) 748-2766 Catherinemo@Jupiter.FL.US	
DESCRIPTION OF SERVICES	Custodial services for city buildings.	
PERFORMANCE PERIOD	Client since 2019 -Current.	
TOTAL SQUARE FEET	55,000 SQF APPROX	
TOTAL COST	\$50,000	

Tab VI. Proposal Requirements

Clean Space will begin by walking all locations in order to create our custom cleaning schedule for each custodian. Each custodian will have a customized cleaning schedule which they will have with them at all times inside of our smart phone app, cleaning schedule can be translated in 5 different languages. Each custodian will be responsible for a specific area, they are not allowed to work together, unless requested by customer or supervisor for a special task.

Custodians with specific areas and cleaning schedules allows us to weed out any weak cleaner in our team, if problems is always coming from an specific area we know who to talk to therefore give some extra training and if necessary terminate the custodian and start a new one.

Our company have a quality control program to assure that the requirements of the contract needs. We customized inspection forms will also be created, they are to be utilized by our supervisors to conduct daily, weekly and biweekly inspections. All inspections will be emailed to facility director or designated contact, they will be in a PDF format and will contain pictures, comments and a overall level of performance, and will be file in the system.

The inspections systems will be covering all services stated in the specification of this contract and include all the areas to be inspect on a schedule basis.

The systems use by the company name SWEPT will be identify deficiencies in the quality of the performed and can correcting the same.

Customer will also be trained on how to utilize our application in order to submit comments, concerns or special requests. Any information sent by customer thru the app will be responded in 10 minutes or less by our onsite team.

All locations serviced by our team will have the same approach explained above and they will be training to reported any emergencies, any missing or damaged furnishing or equipment.

As soon the company award the contract we are very comminment to send the complete Safety Programs and the Green Clean program that company use such as green products, equipment and procedures will being implemented. (During the transition plan 30 days).

PROJECT WORK

If we have 30-days from award notice to start-up, the following project key tasks and activities leading up to the start-up and the anticipated duration of these tasks to ensure a smooth start-up at each facility:

	DAYS UNTIL START UP																														WEEK AFTER			
	30	29	28	27	26	25	24	23	22	21	20	19	18	17	16	15	14	13	12	11	10	9	8	7	6	5	4	3	2	1	1	2	3	4
TASK/WEEK																																		
Notification of Award																																		
Meeting with the client to review the priorities																																		
Wallthrough all Facilities to check Janitorials Rooms																																		
Make a list of all Materials and Equipments																																		
Begin interview & staff																																		
Hire staff for the project and fill out documents																																		
Order paper products, chemicals, and equipments																																		
Start process of Background																																		
Ask for permission to the Client to show each location to the staff																																		
Start Training new staff according with the Scope of																																		
Assigned task and positions																																		
Development contingency plan for staffing, materials and																																		
Set up App in all staff's phone for scheduled and assignments																																		
Review schedules and tasks																																		
Training on Site Facilities																																		
Set up all materials and equipments on site																																		
Uniforms to the new staff and ID Badges																																		
Prepare C.O.I./ Bonds																																		
Phase Plan: Start up																																		
Deep Cleaning starting with the principal areas																																		
Project Manager will be conduct a Quality Inspections																																		
Review the Progress of the First Week																																		
Adjust Schedules for the Staff																																		
Identify Needs																																		

Based on the activities scheduled to start the project, some aspects such as contracting, supplies, operational planning and schedule preparation, evaluation of training requirements and unique building-specific requirements are detailed below. Before the start, supplies and equipment will be scheduled for delivery to each building, and cleaning storage areas are established.

The cleaning team assigned to each site will receive additional on-site training and orientation.

STAFF WILL BE ASSIGNED TO CITY OF DANIA BEACH

	Quantity	Time project
Regional Manager	1	24/7
Supervisor	1	24/7
Cleaning staff	5	Hours need to complete the cleaning
Back up	1	As needed
Special Services (Technicians)	2	As needed
Total Staff assigned	10	

Tab VII. Requirement Form

Please see attached Form.

EXHIBIT “B”

BID FORM

Form posted on City Webpage and DemandStar

EXHIBIT "C"

BIDDER'S QUESTIONNAIRE

The undersigned guarantees the truth and accuracy of all statements and answers contained below:

1. How many years has your organization been in business? +10 years
2. List below (or on an attached sheet, if necessary) the names, addresses and telephone numbers of organizations, governmental, private or both located in Broward, Miami-Dade or Palm Beach Counties, for which you are now, or have within the past three(3) years, provided services similar to that called for in the Invitation to Bid.

Please see document Bid

3. List below (or on an attached sheet, if necessary) all pertinent information and data that would indicate the ability of your organization and management personnel to perform satisfactorily.

Please see document Bid

4. Have you personally completed a plan for performance of the work?

Yes

5. Have you ever failed to complete work awarded to you? If so, when, where and why?

No

6. What equipment do you own that is available for work?

Please see document Bid

7. Has your company ever been debarred or held in default in Broward, Miami-Dade, or Palm Beach Counties or elsewhere by any other governmental entity? No

8. How many employees (Contractors only) will be assigned to perform the services? 5

9. How many supervisors will be assigned to perform the services? 1

10. Will personnel be part of a regular crew assigned to perform the services?

Yes x No

11. Will you be able to provide service for emergency situations? Yes x No

If so, how much notice is required? 2 hours notice

12. What equipment do you own that is available to complete the Project?

Please see document Bid

**EVERY PIECE OF EQUIPMENT MUST HAVE ORIGINAL FACTORY GUARDS
AND SHIELDS INSTALLED AND FUNCTIONING AT THE TIME OF WORK.**

END OF BIDDER'S QUESTIONNAIRE

EXHIBIT "D"

Sworn Statement Under Section §287.133(3)(a), Florida Statutes on Public Entity Crimes

(This form must be signed in the presence of a Notary Public or other officer authorized to administer oaths.)

1. This sworn statement is submitted with Invitation to Bid No. 21-027

2. This sworn statement is submitted by: Clean Space Inc
(name of entity submitting sworn statement)
- its business address is: 3764 NW 124th AV
Coral Springs FL 33065

Federal Identification Number
(FEIN) is: 32-0338631
(if applicable)

Social Security Number: _____
(if the entity has no FEIN, include the Social Security Number
of the individual signing this sworn statement)

3. My name is: Matt Giunco
(PRINT NAME of individual signing this document)

and my relationship to the entity is: Operations Manager/Owner
(President, General Partner, etc. as applicable)

4. I understand that a "public entity crime" as defined in Section 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in Section 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere (also known as "No Contest").

6. I understand that an "affiliate" as defined in Section 287.133(1)(a), Florida Statutes, means:

- (a) A predecessor or successor of a person or a corporation convicted of a public entity crime; or
- (b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima-facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Section 287.133(1)(e), Florida Statutes, means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding agreement and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement which that I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies):

 X Neither the entity submitting the sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

 The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989 and

(Please now indicate which additional statement below applies):

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order)

_____ The person or affiliate was placed on the convicted list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Florida Department of General Services)

Matt Guico
SIGNATURE (of person whose name
first appears above)

October 10th, 2021

Date

STATE OF FLORIDA)

COUNTY OF Florida)

Sworn to and subscribed before me on October 10, 2021, by
Matt Guico, as Operation Manager of
Clean Space Inc, a _____ corporation/partnership, on behalf of
the corporation/partnership who (check one) [☒] is personally known to me or [☐] has produced
C as identification.



Lina M. Hernandez

Signature of Notary Public

Lina M. Hernandez

PRINTED Name of Notary

My commission expires:

07/07/2024

EXHIBIT "E"

NON-COLLUSION AFFIDAVIT

The undersigned Bidder has not divulged to, discussed, or compared his/her/its Bid with any other Bidders and has not colluded with any other Bidder or parties to the Bid whatsoever.

Name of City Project: "Janitorial Services"

City's Invitation to Bid No.: 21-027

Clean Space Inc

Name of Bidder

Matt Giunco

SIGNATURE of Bidder or Authorized
Agent of Bidder

Operations Manager

Title

October 10th, 2021.

Date

Matt Giunco

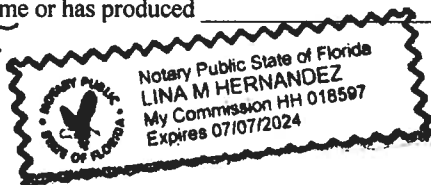
PRINT Name of Bidder or Authorized
Agent of Bidder

STATE OF FLORIDA)

) ss:

COUNTY OF Florida)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared ☒ physical presence or ☐ online notarization, on Matt Giunco as Operations Manager of Clean Space, an organization authorized to do business in the State of Florida, and acknowledged and executed the foregoing statement as the proper official of _____ for the use and purposes mentioned in it and affixed the official seal of the entity, and that the instrument is the act and deed of that entity. He/she is personally known to me or has produced _____ as identification.



Lina M. Hernandez

Signature of Notary Public

Lina M. Hernandez

PRINTED Name of Notary

My commission expires:

07/07/2024

EXHIBIT "F"
INDEPENDENCE AFFIDAVIT

The undersigned individual, being duly sworn, deposes and says that:

I am Matt Giunco - Operations Manager of Clean Space Inc, the Bidder that has submitted the attached Bid;

I hereby certify to the best of my knowledge that neither I nor any of those persons residing in my household have or have had during the past five years, any relationships (professional, financial, familial or otherwise) with the City (or any of its districts), its elected or appointed officials, its employees or agents, or any member or alternate member of the Selection Committee.

A "relationship" for the purpose of this affidavit shall include but not be limited to employer/employee, consultant, contractor, subcontractor, associate, officer, partnership, joint venture, ownership greater than one percent, landlord/tenant, or creditor/debtor, gift donor/recipient (in excess of \$100.00), past or on-going personal relationships, or joint involvement with charitable/voluntary activities. **Relationship includes having a prior or current contract with the City.**

Except as set forth below, I hereby certify to the best of my knowledge that neither I nor any of those persons residing in my household have received any promise of compensation, remuneration, gift, discount, or other gratuity in exchange for my Bid.

I understand and agree that I shall give the City written notice of any other relationships (as defined above) that I enter into with the City (or any of its districts), its elected or appointed officials, its employees or agents, or any member or alternate member of the Selection Committee during the period of the Agreement.

I set forth below any exceptions to the aforementioned (if none, write "None"):

None

Matt Giunco
Signature (Blue ink only)

Matt Giunco
Print Name

Operations Manager

EXHIBIT F – (CONTINUED)

October 10th, 2021

Date

STATE OF FLORIDA
COUNTY OF Broward

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared ☒ physical presence or ☐ online notarization, on 10/10/2021 as Matt Buno, of Operational Manager an organization authorized to do business in the State of Florida, and acknowledged and executed the foregoing statement as the proper official of Clean Space for the use and purposes mentioned in it and affixed the official seal of the entity, and that the instrument is the act and deed of that entity. He/she is personally known to me or has produced proper identification.



Lina M. Hernandez
Notary Public

Lina M. Hernandez

PRINT Name of Notary Public

My commission expires:
07/07/2024

EXHIBIT "G"

REFERENCES

Bidder shall provide a minimum of three references.

Name of company: Town of Pembroke Park

Address: 3150 SW 52nd Ave Pembroke Park, FL 33023

Telephone number: 954.966.4600

Email address: swoodbury@tpfl.gov

Principal contact person(s): Stephanie Woodbury

Year contract initiated and terminated: 2017- Current

Name of company: Town of Juno Beach

Address: 340 Ocean Drive Juno Beach, FL 33408

Email address: ameriano@juno-beach.fl.us

Principal contact person(s): Antony Mariano

561-656-0310 (o)

561-656-0311 (f)

Year contract initiated and terminated: June 15th, 2020 - On-going

Name of company: City of Boynton Beach

Address: 222 NE 9th Av Boynton Beach FL

Telephone number: 561-742-6223-561-742-6213

Email address: mootzg@bbfl.us

Principal contact person(s): Gail Mootz

Year contract initiated and terminated:

March 2019- On-going

EXHIBIT "H"

ACKNOWLEDGMENT OF ADDENDA

The Bidder acknowledges the receipt of the following addenda issued by the City and incorporated into and made part of the ITB or the Agreement. In the event the Bidder fails to include any such addenda in the table below, submission of this form shall constitute acknowledgment of receipt of all addenda, whether or not received by the Bidder.

ADDENDUM NUMBER	DATE RECEIVED	PRINT NAME	TITLE	SIGNATURE (BLUE INK ONLY)
1	10/05/2021	Matt Giunco	Operations Manager	
2	10/07/2021	Matt Giunco	Operations Manager	

EXHIBIT "I"

CERTIFICATION TO ACCURACY OF BID

The Bidder, by executing this form, certifies and attests that all forms, affidavits and documents related to the document that it has enclosed in the Bid in support of its Bid are true and accurate. Failure by the Bidder to attest to the truth and accuracy of such forms, affidavits and documents shall result in the Bid being deemed non-responsive and such Bid will not be considered.

By submitting a Bid to do the work, the Bidder certifies that a careful review of the ITB and the Agreement has taken place and that the Bidder is fully informed and understands the requirements of the ITB and the expected Agreement and the quality and quantity of services to be performed.

The undersigned individual, being duly sworn, deposes and says that:

- A. He/Shc is Matt Giunco of Clean Space Inc, the Bidder that has submitted the attached Bid;
- B. He/She is fully informed respecting the preparation and contents of the attached Bid and of all forms, affidavits and documents submitted in support of such Bid;
- C. All forms, affidavits and documents submitted in support of this Bid and included in this Bid are true and accurate;
- D. No information that should have been included in such forms, affidavits and documents has been omitted; and
- E. No information that is included in such forms, affidavits or documents is false or misleading.

EXHIBIT "I"

CERTIFICATION TO ACCURACY OF BID
(continued)

Matt Giunco
Signature (Blue ink only)

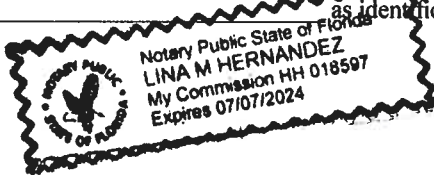
Matt Giunco
Print Name

Operations Manager
Title

10/10/2021
Date

STATE OF FLORIDA
COUNTY OF Florida

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared ☒ physical presence or ☐ online notarization, on 10/10/2021 as Matt Giunco, of Operations Manager an organization authorized to do business in the State of Florida, and acknowledged and executed the foregoing statement as the proper official of Elmer Grace for the use and purposes mentioned in it and affixed the official seal of the entity, and that the instrument is the act and deed of that entity. He/she is personally known to me or has produced as identification.



Lina M. Hernandez
Notary Public

LINA M. HERNANDEZ
PRINT Name of Notary Public

My commission expires:
07/07/2024

EXHIBIT "J"
DRUG-FREE WORKPLACE CERTIFICATION FORM

Whenever two (2) or more bids/Bids, which are equal with respect to price, quality, and service, are received by the CITY OF DANIA BEACH for the procurement of commodities or contractual services, a bid/Bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of controlled substances is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in number(1).
4. In the statement specified in number (1), notify the employees that as a condition for working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction on or plea of guilty or no contest to any violation of Chapter 893, Florida Statutes or of any controlled substance law of the United States or any singular state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

This Certification is submitted by Matt Giunco the
(Title) Operations Manager of Clean Space Inc
(Bidder Name)

who does certify that said Company has implemented a drug-free workplace program, which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

Matt Giunco
SIGNATURE

10/10/2021
DATE

Tab VIII. Pricing Proposal

Please see attached Form.

Location	Approximate Sq. Ft.	Cost Per Day	Cost Per Month	Cost Per Year
City Hall				
100 W. Dania Beach Blvd.	20,000 sq. ft.	\$ 120.22	\$ 2,604.76	\$ 31,257.12
Public Parking Gargage				
100 W. Dania Beach Blvd.	154,700 sq. ft.	\$ 152.15	\$ 3,296.67	\$ 39,560.04
Public Services Building				
1201 Stirling Rd.	6,531 sq. ft.	\$ 43.26	\$ 937.31	\$ 11,247.72
Water Treatment Plant				
1201 Stirling Rd.	1689 sq. ft.	\$ 12.82	\$ 277.75	\$ 3,333.00
		\$ 328.45	\$ 7,116.49	\$ 85,397.88

ADDITIONAL INFORMATION

EQUIPMENTS LIST:

Clean Space Inc. has in every facility all equipment needed to perform the tasks assigned. We only supply to our personnel commercial machines to assure the level of performance required by us and our clients. We will use eco-friendly cleaning products.

Clean Space, Inc will furnish and maintain all necessary cleaning equipment inclusive of but not limited to floor machines, buffers, carpet extractor, vacuums, Electrostatic sanitation machine, maid carts, mop buckets, wringers, mops, and brooms.

The customer agrees to provide a secure space for storage of this equipment, as may be necessary.

Clean Space will comply with current OSHA regulations and proven procedures pertaining to all work performed at the customer's location. As well as the recycle/environmental program ISO14001.

List of Equipment that will be assigned to City of Dania Beach

Item #	Title or Description of Equipment Owned	Quantity	Brand	Model number
1	Van Vehicles	1	Nissan	2018
2	Ford Fiesta	1	Nissan	2019
3	Buffering Machines	2	Advance	Pacesetter 17
4	Stripping Machines	3	Advance	Pacesetter 20HD Pacesetter
5	Carpet Extractor Machine	3	Viper	SL1610SE Slider
6	Water Vacuum Machines	5	Ridgid	2018
7	Vacuum Cleaners	20	Sanitaire	2020
8	Pressure Cleaners Machine	5	Dewalt	Brand new
9	Carpet Cleaning Machines	10	Oreg	Brand new

Cleaning Products

Clean Space, Inc will furnish all cleaning products and supplies only green seal certified. We use Eco Friendly cleaning products and chemicals in performing all Janitorial Services.

Esparta brand plus all Esparta cleaning agents and disinfectants, also will provide products for floor maintenance as Wax, strip, degreasers, pads and other cleaning chemicals, machines scrubbers, buffering equipment, spill vacuums, among others. Data Sheets for all green products will be submitted prior of the beginning of this contract.



LICENSES AND INSURANCES

CORAL SPRINGS

— BUSINESS TAX OFFICE —
www.CoralSprings.org/business



Development Services Department
Business Tax Office
2500 West Sample Road, Coral Springs, FL 33065
Mon-Thurs 7:30AM - 5PM, Fri 7:30AM - 2:30PM
Phone 954.444.5681

LOCAL BUSINESS TAX RECEIPT

CLEAN SPACE INC
3764 NW 124 AVE
CORAL SPRINGS FL 33065-2410

License #	BT-1994	Expiration Date	September 30, 2020
Amount	\$159.74	Payment Date	October 1, 2019
Type of Business	BUSINESS TAX RECEIPT GENERAL BUSINESSES	Business Location	3764 NW 124 AVE

POST THIS BUSINESS TAX RECEIPT IN A CONSPICUOUS PLACE

ALL WINDOW SIGNS SHALL COMPLY WITH LAND DEVELOPMENT CODE CHAPTER 18

CONDITIONS

(If no conditions exist, then TYPE OF BUSINESS is only condition)

DATE ADDED	REQUIRED DATE	SATISFY DATE	TYPE	STATUS	DEPARTMENT
------------	---------------	--------------	------	--------	------------

NOTES:

Local Business Tax Receipt
Miami-Dade County, State of Florida
—THIS IS NOT A BILL—DO NOT PAY—

7292171

BUSINESS NAME/LOCATION
CLEAN SPACE INC
OPERATING IN DADE COUNTY

RECEIPT NO.
NEW BUSINESS
7581526

LBT

**EXPIRES
SEPTEMBER 30, 2020**

Must be displayed at place of business
Pursuant to County Code
Chapter 5A - Art. 9 & 10

OWNER
CLEAN SPACE INC

SEC TYPE OF BUSINESS
213 SERVICE BUSINESS

PAYMENT RECEIVED
BY TAX COLLECTOR
75.00 11/12/2019
0205-20 000011

Employee(s) 1

This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.



The RECEIPT NO. above must be displayed on all commercial vehicles - Miami-Dade Code Sec 8a-276
For more information, visit www.miamidade.gov/taxcollector



Department of State

I certify from the records of this office that CLEAN SPACE, INC. is a corporation organized under the laws of the State of Florida, filed on April 20, 2011.

The document number of this corporation is P11000038467.

I further certify that said corporation has paid all fees due this office through December 31, 2011, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution

I further certify that this is an electronically transmitted certificate authorized by section 15.16, Florida Statutes, and authenticated by the code, 311A00009720-042111-P11000038467-1/1, noted below.

Authentication Code: 311A00009720-042111-P11000038467-1/1



Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Twenty-first day of April, 2011

A handwritten signature in cursive script, appearing to read "Kurt S. Browning".

Kurt S. Browning
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 05/29/2020

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 have **ADDITIONAL INSURED** provisions or 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 Brown & Brown of Florida, Inc. 1201 W Cypress Creek Rd Suite 130 Fort Lauderdale FL 33309		CONTACT NAME: Yvonne Davis PHONE (A/C, No, Ext): (954) 776-2222 FAX (A/C, No): (954) 776-4446 E-MAIL ADDRESS: certs@bbflaud.com															
INSURED Clean Space, Inc. 3764 NW 124th Avenue Coral Springs FL 33065		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Ohio Security Insurance Company</td> <td>24082</td> </tr> <tr> <td>INSURER B: The Ohio Casualty Insurance Company</td> <td>24074</td> </tr> <tr> <td>INSURER C: Great American Assurance Company</td> <td>26344</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> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Ohio Security Insurance Company	24082	INSURER B: The Ohio Casualty Insurance Company	24074	INSURER C: Great American Assurance Company	26344	INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #																
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INSURER C: Great American Assurance Company	26344																
INSURER D:																	
INSURER E:																	
INSURER F:																	

COVERAGES **CERTIFICATE NUMBER:** 20/21 GL/CA/UM/WC COI **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 INSD	SUBR 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 ☐ PRO-JECT ☒ LOC OTHER:			BKS2158452816	06/01/2020	06/01/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☒ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NOW OWNED AUTOS ONLY			BAO2158452816	06/01/2020	06/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP-Basic \$ 10,000
B	☒ UMBRELLA LIAB ☐ EXCESS LIAB ☐ DED ☒ RETENTION \$ 10,000			USO2158452816	06/01/2020	06/01/2021	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
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 Y	N/A	XWS2158452816	06/01/2020	06/01/2021	☒ 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
C	Crime			SBE3912430100	10/18/2019	10/18/2020	Limits \$ 1,000,000

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

Those Usual to the insureds operations

CERTIFICATE HOLDER

Enter info here

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

Scope of work – City of Dania Beach

PLANNING**SCOPE OF WORK:****Days per Week Service –MONDAY THROUGH FRIDAY**

SERVICES REQUIRED DAILY Common public areas, corridors, entries, foyers, offices and lobbies.	Daily	Weekly	Date	Monthly	Date	Quaterly	Date	Semi Annually Date
✓ Empty and clean all waste and sanitary receptacles, wash if necessary. ✓ Replace plastic liners. ✓ Remove all waste collected from the building and dispose on City provided commercial dumpster. ✓ Clean and disinfect all drinking fountains. ✓ Spot clean carpets as needed. ✓ Check for, and remove, any and all cobwebs. ✓ Vacuum all carpets. ✓ Damp mop all tile floors, using germicidal detergent and appropriate Caution ✓ Wet Floor Warning devices ✓ Clean entrance mats. ✓ Clean the cashier windows and all building glass entrance doors.	X							
✓ Dust, all building areas to include all surfaces of furniture (desks, tables, counters, fixtures, etc.) ✓ Clean behind all doors and crevices along walls to eliminate dust buildup. ✓ Clean all baseboards. ✓ Sweep, mop and clean janitorial closets including service sink.		X	October 5, 15, 25 30				Dec 21	
✓ Clean, strip, seal, buff, disinfect and refinish all hard floor surfaces. Including granite floors and VCT (With methods satisfactory to the City). ✓ Vacuum and bonnet clean all carpets. ✓ Clean and disinfect all trash receptacles and replace in their designated location(s). ✓ Dust and clean all high areas not easy to reach during normal cleaning schedule.				X	January 14			
✓ Steam clean all carpets, using the hot water extraction method. ✓ Dust all wood and fabric panels (high and low). ✓ Clean upholstered furniture/seating throughout the building. ✓ Clean and polish all metal door thresholds. ✓ Clean wall coverings as needed, using extreme caution and approved methods.						X	March 21	
✓								

Restrooms and locker rooms								
✓ Clean and disinfect all urinals and toilet bowls, including toilet seats, and all around. ✓ Clean, Sanitize and polish all mirrors, counters tops and plumbing fixtures. ✓ Wash, clean and disinfect all urinal walls and stall partitions including doors. ✓ Clean and disinfect all trash receptacles and replace all with plastic liners; wash if required. ✓ Wet mop and disinfect all floors. ✓ Scrub and disinfect all sinks and counter tops. ✓ Remove all splash marks from all lockers, furniture, fixtures, walls, partitions, doors and cabinets. ✓ Replace urinal screens as needed. ✓ Provide disposal bags for sanitary products on as needed basis ✓ where restrooms have provisions for these items. ✓ Refill all dispensers and replenish all paper supplies, hand soap dispensers and sanitary napkin dispensers. ✓ Wipe down and sanitize benches. ✓ Remove all trash, debris, toiletries, or other articles left unattended outside lockers, which appear to be abandoned. ✓ (Determine placement of these items in conjunction with the Facilities Manager). ✓ Clean and sanitize all showers and dressing areas: clean all shower hardware, walls and floors.	X							
✓ Machine scrub and disinfect all restroom, shower and locker room ceramic tile floors. ✓ Wipe clean and disinfect all lockers.		X	January 3, 16, 23, 31					
✓ Deep clean all restrooms, showers and locker rooms to include, toilet, sinks, ceramic tile walls, floors, tables, partitions, urinals, dressing areas, benches, lockers and drain strainers. ✓ Wash and disinfect all waste receptacles. ✓ Replace damaged or moldy shower privacy curtains as needed.				X	January 15			

Addendum:

CITY OF DANIA BEACH, FLORIDA



JANITORIAL SERVICES

CITY INVITATION TO BID ("ITB.") NO. 21-027

ADDENDUM NO. 1

Prepared by:

City of Dania Beach, Florida
100 W. Dania Beach Boulevard
Dania Beach, Florida 33004

October 5, 2021

**CITY OF DANIA BEACH FLORIDA
INVITATION TO BID ("ITB) FOR
JANITORIAL SERVICES
ITB 21-027
ADDENDUM NO. 1**

QUESTIONS & ANSWERS

1. May we have a copy of the current contract? **The City does not have a contract for this service.**
2. May we have a copy of the pricing submitted by each bidder the last time this contract was out for bid? **This service was last bid in 2015; no contract was awarded as the solicitation was cancelled.**
3. Is there a bid bond and/ or payment and performance bond requirement? **No, neither a bid or payment bond is required.**
4. Are there any offices, restrooms, and kitchens within the parking garage? If so does, The City have the square footage breakdown of these areas. **No, there are no offices, restrooms or kitchens within the parking garage.**

CITY OF DANIA BEACH, FLORIDA



JANITORAL SERVICES

CITY INVITATION TO BID ("ITB.") NO. 21-027

ADDENDUM NO. 2

Prepared by:

City of Dania Beach, Florida
100 W. Dania Beach Boulevard
Dania Beach, Florida 33004

October 7, 2021

**CITY OF DANIA BEACH FLORIDA
INVITATION TO BID ("ITB") FOR
JANITORIAL SERVICES
ITB 21-027
ADDENDUM NO. 2**

QUESTIONS & ANSWERS

1. Can you please provide the annual budget for janitorial services for the City? **The City does not currently have janitorial services and a budget amount has not been finalized.**

Location	Approximate Sq. Ft.	Cost Per Day	Cost Per Month	Cost Per Year
City Hall 100 W. Dania Beach Blvd.	20,000 sq. ft.	\$ 120.22	\$ 2,604.76	\$ 31,257.12
Public Parking Gargage 100 W. Dania Beach Blvd.	154,700 sq. ft.	\$ 152.15	\$ 3,296.67	\$ 39,560.04
Public Services Building 1201 Stirling Rd.	6,531 sq. ft.	\$ 43.26	\$ 937.31	\$ 11,247.72
Water Treatment Plant 1201 Stirling Rd.	1689 sq. ft.	\$ 12.82	\$ 277.75	\$ 3,333.00
		\$ 328.45	\$ 7,116.49	\$ 85,397.88



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/18/2021

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PRODUCER Brown & Brown of Florida, Inc. 1201 W Cypress Creek Rd Suite 130 Fort Lauderdale FL 33309	CONTACT NAME: PHONE (A/C, No, Ext): (954) 776-2222 FAX (A/C, No): (954) 776-4446 E-MAIL ADDRESS: certs@bbftlaud.com																					
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COVERAGES**CERTIFICATE NUMBER:** 21-22 Master**REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR 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 ☒ PRO-JECT ☐ LOC OTHER:	Y	Y	ESG0059147	06/01/2021	06/01/2022	<table><tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 100,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$ 2,500</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$ 1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 2,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ 2,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000	MED EXP (Any one person)	\$ 2,500	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$ 2,000,000		\$
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	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						<table><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr><tr><td></td><td>\$</td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$				
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B	☐ UMBRELLA LIAB ☒ EXCESS LIAB DED ☐ RETENTION \$ \$0			56000262400	06/01/2021	06/01/2022	<table><tr><td>EACH OCCURRENCE</td><td>\$ 2,000,000</td></tr><tr><td>AGGREGATE</td><td>\$ 2,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 2,000,000	AGGREGATE	\$ 2,000,000		\$								
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	\$																				
C	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 ☒ Y	N/A	Y	019653059	06/01/2021	06/01/2022	<table><tr><td>☒ PER STATUTE</td><td>OTH-ER</td><td></td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$ 1,000,000</td></tr></table>	☒ 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				
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D	Crime			MML1906821	06/01/2021	06/01/2022	<table><tr><td>Limit</td><td>\$1,000,000</td></tr><tr><td>Deductible</td><td>\$10,000</td></tr></table>	Limit	\$1,000,000	Deductible	\$10,000										
Limit	\$1,000,000																				
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the insured operations

CERTIFICATE HOLDER**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

© 1988-2015 ACORD CORPORATION. All rights reserved.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/18/2021

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PRODUCER The Fairway Insurance Group, LLC 5461 North Federal Highway Fort Lauderdale FL 33308	CONTACT NAME: Annette Griffin PHONE (A/C, No, Ext): (954) 772-9819 E-MAIL ADDRESS: Annetteg@tfigins.com FAX (A/C, No): (954) 772-9564
INSURED Clean Space, Inc. 3764 NW 124th Ave Coral Springs FL 33065	INSURER(S) AFFORDING COVERAGE INSURER A: Infinity Assurance Insurance Company "A-" INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 39497

COVERAGES**CERTIFICATE NUMBER:** 2020-2021 COI**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 INSD	SUBR 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 \$ \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			509-82005-1288-001	09/18/2020	09/18/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	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 \$

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

Those usual to the insured operations

CERTIFICATE HOLDER**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

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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 PROPER CITY OFFICIALS TO EXECUTE A CONTRACT WITH CALVIN, GIORDANO & ASSOCIATES, INC., THE HIGHEST RANKED ENGINEERING DESIGN FIRM, FOR REQUEST FOR QUALIFICATIONS (“RFQ”) NO. 21-010 ENTITLED, “PROFESSIONAL ENGINEERING SERVICES FOR WIND PROTECTION AND BACKUP POWER TO FIRE-RESCUE STATION NO. 1” IN THE AMOUNT OF ONE HUNDRED SIXTY-FIVE THOUSAND EIGHT HUNDRED SIXTY-EIGHT DOLLARS (\$165,868.00); 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-FIRESTN-WINDRETROFIT-DEO-110921revFJR (004), R-2021- Calvin, Giordano & Associates, Inc. Bid Award and Agreement for Professional Engineering Services for Wind Protection and Backup Power to Fire, 21-4313.1 Dania Beach Fire Station_Proposal Signed_20211005



**CITY OF DANIA BEACH
PUBLIC SERVICES DEPARTMENT**

MEMORANDUM

DATE: November 9, 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 EXECUTE AN AGREEMENT WITH CALVIN GIORDANO AND ASSOCIATES, INC.
FOR PROFESSIONAL DESIGN ENGINEERING SERVICES FOR WIND RETROFIT IMPROVEMENTS AND
A NEW EMERGENCY BACKUP GENERATOR FOR FIRE RESCUE STATION NO. 1**

Request

The Public Services Department (PSD) requests the adoption of a resolution authorizing the award of RFQ 21-010 "Professional Engineering Services for Wind and Backup Power to Fire-Rescue Station #1" to Calvin Giordano and Associates, Inc. (CGA) for designing wind retrofit improvements.

Background

City of Dania Beach adopted Resolution No. 2020-063 authorizing an agreement with the Florida Division of Emergency Management (FDEM) for Hazard Mitigation Grant Program (HMGP) Funds. This \$812,850 funding was awarded by the Federal Emergency Management Agency (FEMA) to provide wind retrofit improvements and a new emergency backup generator for Fire-Rescue Station No. 1.

Since Federal Funds will be used in this project, FDEM will not allow the city to use firms by utilizing a continuing services contract for the existing consultants. On April 22, 2021 the City issued Request for Qualifications (RFQ) 20-010. On May 14, 2021, four firms (4) responded to RFQ 21-010. Calvin Giordano and Associates, Inc.; Pistorino & Alam Consulting Engineers, Inc.; Master Consulting Engineers; and Florida International Consulting Engineers Design, Inc.

The Bid Committee, consisting of the Deputy Director of Public Services, BSO Fire-Rescue Chief, and the CIP and Grant Administrator, met on May 20, 2021, to review and evaluate the four (4) proposals. As a result, the Bid Committee selected and recommended the award of RFQ 21-010 to CGA.

\continued...



**TO EXECUTE AND AGREEMENT WITH CALVIN GIORDANO AND ASSOCIATES, INC. FOR
IONAL DESIGN ENGINEERING SERVICES FOR WIND RETROFIT IMPROVEMENTS AND A
ERGENCY BACKUP GENERATOR FOR FIRE RESCUE STATION NO. 1**

DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

On June 22, 2021, the City Commission adopted Resolution 2021-098, approving the ranking on consultants for professional engineering design services RFQ 21-010, and authorized the Public Services Department (PSD) to negotiate an agreement with CGA, the top-ranked firm.

The PSD negotiated a contract with CGA for designing the wind retrofit improvements and a new backup emergency generator for Fire-Rescue Station No. 1. in the amount of \$165,868.

Budgetary Impact

Funding in the amount of \$165,686 will be appropriated from the Fire Rescue Station No. 1 Retrofit HMGP Grant Fund/Professional Services General Account No. 103-22-57-522-31-10.

Recommendation

It is recommended that the City Commission adopt a resolution authorizing the execution of a contract with CGA for designing wind retrofit improvements and a new backup emergency generator for Fire-Rescue Station No. 1.

RESOLUTION NO. 2021-171

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A CONTRACT WITH CALVIN, GIORDANO & ASSOCIATES, INC., THE HIGHEST RANKED ENGINEERING DESIGN FIRM, FOR REQUEST FOR QUALIFICATIONS (“RFQ”) NO. 21-010 ENTITLED, “PROFESSIONAL ENGINEERING SERVICES FOR WIND PROTECTION AND BACKUP POWER TO FIRE-RESCUE STATION NO. 1” IN THE AMOUNT OF ONE HUNDRED SIXTY-FIVE THOUSAND EIGHT HUNDRED SIXTY-EIGHT DOLLARS (\$165,868.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Dania Beach adopted Resolution No. 2020-063 authorizing an agreement with the Florida Division of Emergency Management (FDEM) for Hazard Mitigation Grant Program (HMGP) Funds, awarded by the Federal Emergency Management Agency (FEMA), for wind retrofit improvements and a new emergency backup generator for Fire-Rescue Station No. 1 in the amount of Eight Hundred Twelve Thousand Eight Hundred Fifty Dollars (\$812,850.00); and

WHEREAS, in accordance with FEMA procurement guidelines, the City issued Request for Qualifications (“RFQ”) No. 21-010, entitled “Professional Engineering Services for Wind Protection and Backup Power to Fire-Rescue Station #1” on April 22, 2021; and

WHEREAS, the City received four (4) responses and a City Selection Committee comprised of the City’s Deputy Director of Public Services, BSO Fire-Rescue Chief, and the CIP/Grants Administrator met on May 14, 2021, to review and evaluate the four (4) submittals and ranked the three (3) highest qualified design firms based on their qualifications as follows:

- | | |
|--|-----------------|
| 1. Calvin, Giordano & Associates, Inc. | 283 points |
| 2. Masters Consulting Engineers | 272 points |
| 3. Pistorino & Alam Consulting Engineers | 252 points; and |

WHEREAS, on June 22, 2021, the City Commission approved the ranking of the design firms and authorized the proper City officials to negotiate a contract with the highest-ranked firm Calvin, Giordano & Associates, Inc. (CGA); subsequent to the approval, City staff negotiated a contract with CGA in an amount not to exceed One Hundred Sixty-Five Thousand Eight Hundred Sixty-Eight Dollars (\$165,868.00);

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 of the City of Dania Beach, Florida authorizes the proper City officials to execute a contract for professional engineering services for the design of wind retrofit and replacement backup generator with Calvin, Giordano & Associates, Inc. in the amount of One Hundred Sixty-Five Thousand Eight Hundred Sixty-Eight Dollars (\$165,868.00), which Agreement is attached as Exhibit “A” and incorporated into this Resolution by this reference.

Section 3. That funding for this project will be appropriated from the Grant Fund Professional General Account No. 103-22-57-522-31-10.

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 be in full force and take effect immediately upon its passage and adoption.

PASSED AND ADOPTED on November 9, 2021.

ATTEST:

THOMAS SCHNEIDER, 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 CALVIN, GIORDANO & ASSOCIATES, INC., A FLORIDA CORPORATION FOR SERVICES RELATED TO THE WIND PROTECTION AND BACKUP POWER FOR FIRE RESCUE STATION NO. 1, AS DESCRIBED WITHIN THE CITY OF DANIA BEACH REQUEST FOR QUALIFICATIONS NO. 21-010.

This is an Agreement (“Agreement”) dated _____, 2021, between the City of Dania Beach, Florida, a Florida municipal corporation (“City”), with its principal place of business located at 100 West Dania Beach Boulevard, Dania Beach, Florida 33004 and Calvin, Giordano & Associates, Inc., (“Contractor”), a Florida corporation with its principal mailing address of 1800 Eller Drive, Suite 600, Fort Lauderdale, Florida 33316.

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. This Agreement between the Contractor and the City under the City of Dania Beach Request for Qualifications (“RFQ”) No. 21-010 is effective for a period of One Year after the issuance of the Notice to Proceed and is effective only upon execution by all parties. A copy of RFQ No. 21-010 and all addendums to it is attached as Exhibit “A” and made a part of and incorporated into this Agreement by this reference and shall be considered as part of this Agreement.
2. The Proposal submitted in response to RFQ No. 21-010 provided by the Contractor is attached as Exhibit “B” and is incorporated into this Agreement by this reference.
3. That in all other respects, the terms of Exhibit “A” apply to this Agreement.

IN WITNESS OF THE FOREGOING, the parties have set their hand and seal the day and year first written above.

ATTEST:

**CITY OF DANIA BEACH, FLORIDA,
a Florida municipal corporation**

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS

THOMAS J. ANSBRO
CITY ATTORNEY

ANA M. GARCIA, ICMA-CM
CITY MANAGER

WITNESSES:

Signature

PRINT Name

Signature

PRINT Name

CONTRACTOR:

**CALVIN, GIORDANO & ASSOCIATES,
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 Calvin, Giordano & Associates, Inc. a Florida corporation. He/she is personally known to me or has produced _____ as identification.

My Commission Expires:

Notary Public, State of Florida

Print Name

AGREEMENT BETWEEN THE CITY OF DANIA BEACH, FLORIDA AND CALVIN, GIORDANO & ASSOCIATES, INC., A FLORIDA CORPORATION FOR SERVICES RELATED TO THE WIND PROTECTION AND BACKUP POWER FOR FIRE RESCUE STATION NO. 1, AS DESCRIBED WITHIN THE CITY OF DANIA BEACH REQUEST FOR QUALIFICATIONS NO. 21-010.

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2. The Proposal submitted in response to RFQ No. 21-010 provided by the Contractor is attached as Exhibit “B” and is incorporated into this Agreement by this reference.
3. That in all other respects, the terms of Exhibit “A” apply to this Agreement.

IN WITNESS OF THE FOREGOING, the parties have set their hand and seal the day and year first written above.

ATTEST:

**CITY OF DANIA BEACH, FLORIDA,
a Florida municipal corporation**

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS

THOMAS J. ANSBRO
CITY ATTORNEY

ANA M. GARCIA, ICMA-CM
CITY MANAGER

WITNESSES:

Signature

PRINT Name

Signature

PRINT Name

CONTRACTOR:

CALVIN, GIORDANO & ASSOCIATES, 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 Calvin, Giordano & Associates, Inc. a Florida corporation. He/she is personally known to me or has produced _____ as identification.

My Commission Expires:

Notary Public, State of Florida

Print Name :

CITY OF DANIA BEACH, FLORIDA



**REQUEST FOR QUALIFICATIONS (“RFQ”)
FOR
PROFESSIONAL ENGINEERING SERVICES FOR WIND
PROTECTION AND BACKUP POWER TO FIRE-RESCUE
STATION #1**

City RFQ No. 21-010

**Prepared by:
City of Dania Beach, Florida
100 West Dania Beach Boulevard
Dania Beach, Florida 33004**

April 20, 2021

**CITY OF DANIA BEACH, FLORIDA
PROFESSIONAL ENGINEERING SERVICES FOR WIND PROTECTION AND
BACKUP POWER TO FIRE-RESCUE STATION #1
RFQ NO. 21-010**

NOTICE TO PROPOSERS

NOTICE IS GIVEN that the City of Dania Beach, Florida (the “City”) will be accepting sealed Proposals for its “**Professional Engineering Services for Wind Protection and Backup Power to Fire-Rescue Station #1, RFQ NO. 21-010**”.

Proposals will be accepted on DemandStar or by email to the procurement department at procurement@daniabeachfl.gov until Friday, May 14, 2021 at 10:00 a.m. EST. Proposals received after this time will be rejected.

All electronic submissions will remain confidential and exempt from public record requirements until the response opening is conducted.

PROJECT DOCUMENTS

Documents may be obtained from www.demandstar.com or from the City Website at www.daniabeachfl.gov.

MANDATORY PRE-PROPOSAL MEETING

A MANDATORY Pre-Proposal meeting will be held on Wednesday, April 28, 2021 at 10:00 A.M. using RingCentral meeting software. All Proposers and interested persons are required to attend the meeting, which will outline the Project as described in the Proposal, and provide an opportunity for

questions and answers for all interested persons. Any interpretations, clarifications or additional information not disclosed in this Proposal and determined to be necessary by the Owner in response to questions, will be issued by means of addendum or addenda, which addendum or addenda will be posted to the City website, www.daniabeachfl.gov, and www.demandstar.com, for all interested persons identified by the Owner as having received the Proposal Documents. The Proposer is required to check these sites to see if there has been any addendum or addenda posted for this Proposal. Only questions answered and information supplied by means of such addendum or addenda will be considered as binding. Oral interpretations, clarifications or other information will have no legal and binding effect. Proposals from those who have failed to attend will not be opened. Proposers arriving past the indicated time will not be eligible to submit a Proposal.

Interested proposers may join this meeting by using this link:

<https://meetings.ringcentral.com/j/1493103041>

PROPOSAL SUBMISSION

Proposals must be submitted electronically via email to procurement@daniabeachfl.gov or on DemandStar, the City's designated electronic bidding system. All bid document files must be clearly labeled **"RFQ No. 21-010, Professional Engineering Services for Wind Protection and Backup Power to Fire-Rescue Station #1"**.

For emailed submissions, please enter the following in the subject line: **"Professional Engineering Services for Wind Protection and Backup Power to Fire-Rescue Station #1"**

Pursuant to Florida law, all Proposals to this RFP are exempt public records until thirty (30) days after opening, or award of Proposal, whichever is sooner. In the event presentations are necessary, all responders will be required to exit the room during the presentations of the other responders as portions of selection committee meetings at which presentations are made are exempt from Florida's public meeting laws.

Proposals will be publicly opened and read aloud at 1:00 P. M., on the Proposal due date referenced above using RingCentral meeting software, in the presence of the City Clerk or designee on the above stated date. Award of Contracts for the Proposals will be made at a subsequent City Commission meeting.

All Proposers are advised that the City has not authorized the use of the City seal by individuals or entities responding to City Proposals.

The City Commission of the City of Dania Beach reserves the right to reject any and all Proposals, to waive any informality in a Proposal and to make an award in the best interests of the City.

Published on: April 20, 2021

OVERVIEW

The City of Dania Beach (“City”) is soliciting Proposals from interested persons, firms or both for the provision of the services described in this RFQ. Through a Request for Qualification process described in this document, persons and firms interested in assisting the City, the provision of such services must prepare and submit a qualifications packet in accordance with the procedure and schedule in this RFQ. The City will review submittals only from those persons and firms that submit a Request for Qualifications packet which includes all the information required to be included as described in the RFQ.

The scope of services include, but are not limited to, working with the City to create a bid package, identify all documents to include in the package, modifications to any drawings or documents to include in the package including special FEMA conditions, photos, and other pertinent information and to provide overall project management for the project as well as assistance with construction management of the Generator and Utility Mitigation Project.

In order to be considered, persons, consulting firms or team joint ventures must demonstrate specific experience and capabilities in all related areas for which they seek to perform work as described above and be particularly familiar with practices of the State of Florida Department of Transportation, Broward County Public Works Department, Broward County Department of Environmental Resources Management and Broward County Water and Sewer Department, the State of Florida Department of Health, the State of Florida Department of Environmental Protection and the South Florida Water Management District as well as applicable building

codes. Consultants should also be familiar with the standards, practices, requirements and applicable ordinances of the City of Dania Beach.

INSTRUCTIONS TO PROPOSERS

1. GENERAL

The following instructions are given as guidance to Proposers in properly preparing their Proposals to this Request for Qualifications for Consultant Services are to be provided to the City of Dania Beach, Florida (the “City”).

2. SCOPE OF SERVICES

The scope of work is a general guide to the work the City expects to be performed by the Consultant and is not a complete listing of all services that may be required or desired. The engineering services include designing, permitting, bidding assistance and providing construction phase services associated with wind retrofit and generator. The project will include the evaluation of the current structure of Fire-Rescue Station #1 to determine the best overall options for the City.

I. Description of Proposed Project

This Hazard Mitigation Grant Program (HMGP) project shall provide protection to the facility by hardening the structural integrity of the building by reinforcing walls, columns and tie beams as needed, replacing windows and doors, and replacement of the roof. The project also includes installation of a 250 kW diesel permanent generator including auxiliary electrical work required for generator installation. This project intends to protect the integrity of the building envelope and to ensure the functionality of the building during a storm event. Wind protections shall be provided on any other opening such as vents, louvers and exhaust fans.

The project shall provide protection against 187 MPH winds or the wind speed protection and

impact requirements indicated by the effective Florida Building Code at the time permits are issued.

The generator(s) shall be protected against a 500-year flood event by implementing specific activities or by locating the generator(s) outside the Special Flood Hazard Area (SFHA) and shall be protected against wind with a rated enclosure based on its location requirements. Activities shall be completed in strict compliance with Federal, State and Local Rules and Regulations.

II. City's Priorities

Detailed construction documents are needed for bidding for this Generator and Utility Mitigation HMGP Project. The City's priorities for the Project include requiring the engineer to:

- Design the elements of the Project as described
- Ensure the Fire-Rescue Station remains operational during work periods
- Ensure that all installations are in strict compliance with the Florida Building Code or Miami Dade Specifications and all materials are certified to meet wind and impact standards.

III. Project Locations

Fire-Rescue Station #1 is located at 116 West Dania Beach Boulevard, Dania Beach, Florida 33004. Coordinates: (26.052688, -80.145199).

This project will be partially funded by FEMA and as such Proposers should consider the compliance requirements contained in the Federally-Funded Subaward and Grant Agreement, Agreement Number H0514 between the City of Dania Beach and the Florida Division of Emergency Management, which is attached as Attachment 'A'. The Respondent must carefully review and become familiar with the Grant Agreement conditions that govern this contract. All state and federal requirements contained within the grant agreement are applicable to the respondent.

IV. In accordance with Florida State Statute 287.055, known as the "Consultants' Competitive Negotiation Act" (the "CCNA"), the purpose of this solicitation is to invite Engineering firms (Consultants) to provide proposals for the design, surveying services, permitting, bidding assistance and construction phase services associated with Generator and Utility Mitigation Project identified in this RFQ. Work includes but is not limited to the following:

- Evaluation of current backup generator and facility and recommendation to the City.
- Design, analysis and permitting for competitive bid for the construction of the project.
- Devise a bidding strategy to meet the project schedule that may include multiple contractors through multiple bids.
- Project management and oversight.
- Permit applications.

- Final signed and sealed Plans, permits, detailed bid form, Technical Specifications and details.
- Complete and orderly maintenance of paperwork and records.
- Receipt and logging of correspondence.
- Review of Contractor(s) monthly invoices during construction phase and applications for payment.
- Project closeout inspection.

V. **SUBMISSION DEADLINE AND RESPONSE OPENING**

All Proposals must be received by no later than 10:00 a.m., on May 14, 2021. The list of Proposers will be opened and read aloud at 1:00 p.m., on that same day. Due to current COVID-19 health concerns, electronic proposals are required.

VI. **POSTPONEMENT AND EXTENSION OF DATE FOR SUBMITTING PROPOSALS:**

The City reserves the right to postpone and extend the date for the receipt of Proposals and will give ample notice of any such postponement and extension to each known prospective Proposers.

3. **SUBMITTAL REQUIREMENTS:**

- 3.1 Proposers shall, as a minimum, include the following information with the submittal of its Proposal:

3.1.1. **Business Structure:**

1. Provide description of the general capabilities of the Proposer, including information relating to the total size and staffing, professional staff, resources, and clerical support.
2. Provide résumés of all key personnel who may be assigned to perform the requested services.

3.1.2 Relevant Experience:

1. Provide a list of five (5) similar contracts for services within the last five (5) years provided to other municipalities, together with current contact names and telephone numbers with each municipality; contact persons must be able to speak about the performance of the Proposer. The form for the submission of the information is attached as Exhibit “A” and is made a part of and is incorporated into this RFQ by this reference.

3.1.3 Insurance Coverage:

Proposers who or which are responding to the RFQ **MUST** comply with all of the insurance requirements specified in Section 8.5 (“Insurance Requirements”) of the RFQ Documents and the Agreement upon award to the successful Proposer.

- 3.2 Litigation:** Provide a listing of all lawsuits or proceedings involving the Proposer within the past ten (10) years, including case names and numbers, courts, nature of the actions and disposition or status of each case.
- 3.3** A statement that the Proposer is an equal opportunity employer and that it does not and will not discriminate against any person, employee or applicant for employment on account of age, race, creed, religion, color, sex, sexual orientation, disability, national origin, marital status, or political affiliation.
- 3.4 Minority/Women's Participation:** The City of Dania Beach, in accordance with the requirements as stated in U.S. Code of Federal Regulations, 2 CFR 200.321, encourages the active participation of minority businesses, women's business enterprises and labor surplus area firms as a part of any agreement whenever possible. The Proposer must take affirmative steps and if subcontracts are to be let through a Proposer, the subcontractor is required to also take the affirmative steps listed below:

Qualified small and minority businesses and women's business enterprises and to be placed on solicitation lists;

- a) Small and minority businesses and women's business enterprises are solicited whenever they are potential sources.
- b) Total requirements are to be divided, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises.

- c) Delivery schedules, where the requirement permits are to be established. which encourage participation by small and minority businesses, and women's business enterprises.
 - d) Services and assistance, as appropriate, are to be used, which is provided by such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- 5.5 Copies of all licenses, certificates of competency or other documentation required by federal, state or local laws, statutes or regulations are required to be submitted as evidence of the authority to perform the services described in the RFQ.
- 5.6 The following is a list of items that are REQUIRED to be returned with the RFQ Proposal:
- Exhibit “A” – References
 - Exhibit “B” – Public Entity Crimes Form
 - Exhibit “C” – Non-Collusion Affidavit
 - Exhibit “D” – Qualification Statement
 - Exhibit “E” – Questionnaire
 - Exhibit “F” – Certification
 - Exhibit “G” – Drug Free Work Place Certification
 - Exhibit “H” – Acknowledgement of Addenda
 - Exhibit “I” – Certification of Accuracy of Proposal
- 5.7 All Proposals must include preliminary certificates of insurance verifying all general insurance requirements (as noted in Paragraph 8.5).

- 5.8 All Proposals must be signed by a representative who is authorized to contractually bind the Proposer.

4. **MINIMUM QUALIFICATION REQUIREMENTS:**

In order for a Proposal to be considered by the City, Proposers shall demonstrate in their Proposals compliance with the following minimum requirements:

- 4.1 Proposers must be currently certified, licensed and authorized to work in the State of Florida to perform Engineering Consultant Services and with services as sought by this RFQ;
- 4.2 Experience working with government agencies;
- 4.3 Currently insured and meeting City insurance requirements with insurance certificates provided that state the name of the Proposer, current street address of the business and the type of work for which a Business Tax Receipt is issued as well as all additional insurance requirements, including required endorsements.
- 4.4 The City shall not consider Proposals that fail to demonstrate compliance with the above requirements. The selected Proposer(s) shall maintain and keep in force insurance throughout the life of any contract, and all renewals and extensions, if any, pertaining or related to the requirements specified in this Section. Failure of

the Proposer to comply with these requirements will be sufficient grounds for the City to declare the Contract in default and subject the contract to possible termination by the City.

5. EVALUATION CRITERIA AND PROCEDURES:

The City will consider Proposers that are responsive and responsible by providing accurate information as delineated (see Section 5, “Submittal Requirements”, in this RFQ).

All submitted Proposals will be evaluated based on the information provided that is responsive to this RFQ. Evaluation criteria shall be applied in compliance with Section 287.055, Florida Statutes, and will include, but not be limited to, the ability of professional personnel; whether a firm is a certified minority business enterprise; past performance; willingness to meet time and budget requirements; location; recent, current and projected workloads of the firms

- 5.1 Per Florida Statute 287.055, in determining whether a firm is qualified, the agency factors to be considered include experience and qualifications of the company, experience and qualifications of assigned staff, approach and delivery of services, and whether the Proposer is a certified minority business enterprise.

The scoring of the Proposals by the Bid Review Committee will be based on a point total and not a percentage factor. The Bid Review Committee will evaluate and rank the Proposals received on the basis of the criteria and available points indicated below

CRITERIA	MAXIMUM POINTS
Firm Qualifications (Qualifications of the firm; number of years firm has been in business; references/past performance; recent, current and projected workloads)	40
Experience and Qualification of Assigned Staff (Staff's experience, qualifications and technical capabilities)	30
Approach and Delivery of Services (Understanding the scope of work, ability to comply with the full scope of work, technical soundness of Proposal)	25
Minority Business Enterprise (Current certification must be provided with response)	5
TOTAL MAXIMUM POINTS	100

5.2 Pursuant to Florida Statutes, Section 286.0113(2)(b)(1), "Any portion of a meeting at which a negotiation with a vendor is conducted pursuant to a competitive solicitation, at which a vendor makes an oral presentation as part of a competitive solicitation, or at which a vendor answers questions as part of a competitive

solicitation is exempt from s. 286.011, Florida Statutes, and s. 24(b), Article I of the State Constitution”. Therefore, all Proposers will be required to exit the room during the presentations by the other Proposers when the Bid Review Committee addresses the foregoing matters.

- 5.3** The City reserve the right to accept or reject any or all Proposals, or parts of any Response, to waive any informalities, technicalities or irregularities, to re-advertise the RFQ, to request further Proposals or clarifications, or take any similar actions that may be deemed to be in the best interests of the City.

6. INTERPRETATIONS:

Any interpretations, clarifications or additional information not disclosed in this RFQ and determined to be necessary by the City in response to Proposer’s questions will be issued by means of addendum or addenda, which addendum or addenda will be posted to the City website, www.daniabeachfl.gov, and to Demand Star, www.demandstar.com, for all interested persons identified by the City as having received the RFQ. The Proposers are required to check the site to see if there has been any addendum or addenda posted regarding this RFQ. Only questions answered and information supplied by means of such addendum or addenda will be considered as binding. Oral interpretations, clarifications or other information will have no legal and binding effect.

- 6.1** All questions requiring clarification or interpretation of the RFQ Documents shall be made in writing and shall be delivered to the City at least ten (10) business days prior to the date and time for the receipt of Proposals. No questions shall be

answered within the five (5) business days prior to the date and time for the receipt of Proposals.

- 6.2** Questions regarding the RFQ documents shall be directed to the City of Dania Beach Procurement Division at procurement@daniabeachfl.gov. Any modification or interpretation of the RFQ documents lies within the sole and exclusive judgment of the City or its Consultant, if so authorized by City, and shall be made in writing in the form of an Addendum or Addenda to all those who or which are recorded by the City, as having obtained a complete set of the RFQ Documents.
- 6.3** Interpretations or modifications of the RFQ Documents made in any manner other than an Addendum or Addenda issued by the City shall not be binding. All updates, clarifications, or modifications to the RFQ shall be issued via written Addendum or addenda and shall be provided to all Proposers.
- 6.4** A Proposer, prior to submitting its Response, shall ascertain in writing that it has received any Addendum or all Addenda issued for the services.
- 6.5** Costs for those matters not questioned and not addressed in an Addendum or Addenda shall be the responsibility of the Proposer, and Proposer shall be responsible to include such costs in the RFQ.

7. PUBLIC RECORDS:

If selected, the following will apply:

- 7.1 Proposer agrees to keep and maintain public records in Proposer's possession or control in connection with Proposer's performance under the Agreement. Proposer additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Proposer shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the City.
- 7.2 Upon request from the City custodian of public records, Proposer shall provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.
- 7.3 Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with the Agreement are and shall remain the property of the City.
- 7.4 Upon completion of the Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the

Proposer shall be delivered by the Proposer to the City Manager , at no cost to the City, within seven (7) days. All such records stored electronically by Proposer shall be delivered to the City in a format that is compatible with the City's information technology systems. Once the public records have been delivered upon completion or termination of the Agreement, the Proposer shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

7.5 Any compensation due to Proposer shall be withheld until all records are received as provided in this RFQ.

7.6 Proposer's failure or refusal to comply with the provisions of this section shall result in the immediate termination of the Agreement by the City.

7.7 Section 119.0701(2)(a), Florida Statutes

IF THE PROPOSER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROPOSER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, THE PROPOSER MUST CONTACT THE CITY CUSTODIAN OF PUBLIC RECORDS.

Custodian of Records: THOMAS SCHNEIDER, CITY CLERK

Mailing Address: 100 W. Dania Beach Boulevard
Dania Beach, Florida 33004

Telephone number: 954-924-9800, Ext. 3623

Email: tschneider@daniabeachfl.gov

8. INSURANCE COVERAGE:

A selected Proposer shall not commence services under an Agreement until it has obtained all insurance required under this paragraph and as required by the Agreement, and not until such time that the coverages are approved by the Risk Manager of the City. The Proposer shall not allow any employee of Proposer or any subcontractor to commence services on any subcontract until the subcontractor and all coverages required of any subcontractor have been obtained and approved by the Risk Manager of the City. In addition, the Proposer shall be responsible for any and all policy deductibles and self-insured retentions.

The following are requirements that must be met regarding the Proposer's delivery of Certificates of Insurance for all coverages required in the Agreement and Proposal Documents:

8.1 "Preliminary" certificate means that certificates of insurance verifying all general insurance requirements (as noted below) must be included with your Proposals submittal on the date and time of the opening of Proposals.

If the "preliminary" certificates are not included with a submittal, then the City has the right to consider the submitted response as non-responsive on the date and time of the response opening. "Preliminary" Certificates may be issued without documentation of all "Special Provisions". However, Proposers must understand that all provisions, including "Special Provisions" noted below, are expected to be

fully documented on or attached to the “Official” Certificates of Insurance as described below.

8.2 “Official” Certificates of Insurance must be delivered to the City Clerk’s office and Risk Manager of the City. If the “Official” certificates are not delivered before or on the fourteenth (14th) Business Day after the issuance by the City of the “Notice of Selected Proposer”, then the City has the right to consider the awarded Agreement to the successful Proposer as void and to negotiate a contract with the next best qualified Proposer. “Special Provisions”, as referenced below under each type of insurance requirement shall be fully confirmed on or attached to the “Official” certificates.

8.3 All Certificates of Insurance must clearly identify the contract to which they pertain, including a brief description of the subject matter of the contract. The certificates shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty (30) days’ prior written notice has been given to City. If this coverage is not provided, then the Proposer is responsible for such notice to City. Insurance policies for required coverages shall be issued by companies authorized to do business under the laws of the State of Florida and any such companies’ financial ratings must be no less than A-VII in the latest edition of the “BEST’S KEY RATING GUIDE”, published by A.M. Best Guide. In the event that the insurance carrier’s rating shall drop, the insurance carrier shall immediately notify the City in writing.

8.4 Coverages shall be in force until all services required to be performed under the terms of the Agreement, including any applicable warranty period, is satisfactorily completed as evidenced by the formal written acceptance by the City. In the event insurance certificates provided to City indicate that the insurance shall terminate and lapse during the period of the Agreement, including any applicable warranty period, then in that event, the Proposer shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed Certificate of Insurance as proof that equal and like coverages for the balance of the period of the Agreement, including any extension of it, and including any applicable warranty period, is in effect. **THE PROPOSER AND ANY APPROVED SUBCONTRACTOR SHALL NOT PERFORM OR CONTINUE SERVICES PURSUANT TO THE AGREEMENT, UNLESS ALL COVERAGES REMAIN IN FULL FORCE AND EFFECT. ANY DELAY IN THE WORK CAUSED BY A LAPSE IN COVERAGE SHALL BE NON-EXCUSABLE, SHALL NOT BE GROUNDS FOR A TIME EXTENSION, AND WILL BE SUBJECT TO ANY OTHER APPLICABLE PROVISIONS DESCRIBED IN THE AGREEMENT OR ELSEWHERE IN THE RFQ DOCUMENTS CONCERNING DELAY.**

INSURANCE REQUIREMENTS

8.5 The Proposer shall secure and maintain throughout the duration of the Agreement, insurance of such types and in such amounts not less than those specified below as satisfactory to City naming the City as Additional Insured, underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida. The insurance coverage shall be primary insurance with respect to the City, its officials, employees, agents and volunteers naming the City as additional insured. Any insurance maintained by the City shall be in excess of the Proposer's insurance and shall not contribute to the Proposer's insurance. The insurance coverages shall include at a minimum the amounts set forth in this section and may be increased by the Proposer as it deems necessary or prudent.

Commercial General Liability coverage with limits of liability of not less than a \$1,000,000.00 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Proposer. The General Aggregate Liability limit and the Products/Completed Operations Liability Aggregate limit shall be in the amount of \$2,000,000.00 each.

Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable state and federal laws. The

policy(ies) must include Employer's Liability with minimum limits of \$1,000,000.00 each accident. No employee, subcontractor or agent of the Proposer shall be allowed to provide services pursuant to this RFQ who is not covered by Workers Compensation insurance.

Business Automobile Liability with minimum limits of \$1,000,000.00 per Occurrence, combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Service Office, and must include Owned, Hired, and Non-Owned Vehicles.

Professional Liability Insurance in an amount of not less than One Million Dollars (\$1,000,000.00) per occurrence, single limit.

Coverage shall apply for a minimum of three years following completion of the services.

The above are minimum requirements for projects up to \$100,000.00. For projects over \$100,000.00, the following increased limits are required:

- General Liability: \$2,000,000.00 Per Occurrence/\$4,000,000 Aggregate
- Automobile Liability: \$2,000,000.00
- Professional Liability: \$3,000,000.00 Per Occurrence

9. RESPONSE PROTEST PROCEDURE:

9.1 RFQ Protest Procedure: After a Notice of Intent to Award a contract is posted, any actual or prospective Proposer in connection with the pending award of the Contract, or any element of the process leading to the award of the Contract may protest to the City Manager. A protest must be filed by 5:00 P.M. on the third (3rd) Business Day after posting of the Notice of Award (excluding the day that the Notice is posted) or any right to protest is waived. The protest must be in writing, must identify the name and address of the protester, and must include a factual summary of, and the basis for, the protest. Filing shall be considered complete when the written protest, together with an RFQ Protest w are both timely received by the City Manager's Office. No RFQ Protest shall be accepted unless it complies with the requirements of this Section.

9.2 An RFQ Protest Bond is intended to compensate the City for the expenses of administering the protest. If the protest is decided in the protester's favor, the entire deposit shall be returned to the protester. If the protest is not decided in the protester's favor, the deposit shall be retained by the City. The deposit shall be in the form of a cashier's check. The amount of the RFQ Protest Bond shall be Five Thousand Dollars (\$5,000.00).

9.3 Prior to any decision being rendered under this section with respect to a Proposal protest, the City Manager and the City Attorney, or their respective designees, shall certify whether the submission of the Proposer to the Proposal in question is responsive. The

parties to the protest shall be bound by the determination of the City Manager and the City Attorney with regard to the issue of responsiveness.

9.4 **Protest Committee:** The Protest Committee shall have the authority to review, settle, and resolve all protests. Members of the Protest Committee will be appointed by the City Manager. If the Protest Committee determines that the pending award of a contract or any element of the process leading to the award involved a significant violation of law, applicable rule or regulation, all steps necessary and proper to correct the violation shall be taken. If the Protest Committee determines that the protest has merit, the City Manager shall direct all appropriate steps be taken to remedy it.

9.5 The decision shall specifically state the reasons for the action taken and inform the protestor of its right to challenge the decision. Any person aggrieved by any action or decision of the Protest Committee, with regard to any decision rendered under this section may appeal the decision to the City Commission for a hearing. The City Commission will hear the appeal and render a final decision.

9.6 In the event of a timely protest, the City Manager shall stay the award of the Contract, unless after consulting with the City Attorney and a representative from the City's Department for which the services are being obtained, the City Manager then determines that the award of the contract is necessary without delay to protect the substantial interests of the City. The continuation of the award process under these circumstances shall not preempt or otherwise affect the protest.

9.7 The institution and filing of a protest under this provision is an administrative remedy that shall be employed prior to the institution and filing of any civil action against the City concerning the subject matter of the protest.

10. CONE OF SILENCE

Definitions: “Cone of Silence,” as used in this RFQ means a prohibition on any communication between:

a potential vendor, service provider, proposer, lobbyist, or consultant, and:

a City Commission member, City’s professional staff including, but not limited to, the City Manager and her staff, or any member of the City’s Bid Review Committee.

Restriction; Notice: A Cone of Silence shall be imposed upon this RFQ upon the advertisement of the RFQ. At the time of imposition of the Cone of Silence, the City Manager or designee shall provide for public notice of the Cone of Silence by posting a notice at the City Hall.

Termination of Cone of Silence: The Cone of Silence shall terminate at the beginning of the City Commission (whether a regular or special meeting) at which the City Manager makes a written recommendation of award to the City Commission. However, if the City Commission refers the City Manager’s recommendation back to the City Manager or staff for further review, the Cone

of Silence shall be re-imposed until such time as the City Manager makes a subsequent written recommendation.

Exceptions to Applicability: The provisions of this section shall not apply to:

Communication with the City RFQ representative;

Oral communications at pre-proposal conferences;

Oral presentations before the Bid Review Committee;

Public presentations made to the City Commission members during any duly noticed public meeting;

Communications regarding the RFQ between a potential vendor, service provider, proposer, lobbyist or consultant and the City's Procurement Administrator or City employee designated as responsible for administering the procurement process for the RFQ, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document;

Communications with the City Attorney and his staff;

Duly noticed site visits to determine the competency of a Proposer regarding the RFQ during the time period between the opening of Proposals and the time the City Manager makes a written recommendation;

Any emergency procurement of goods or services pursuant to City Code;

Proposals to the City's request for clarification or additional information;

Communications to enable City staff to seek and obtain industry comment or perform market research, provided all related communications between a potential vendor, service provider, proposer, lobbyist, or consultant and any member of the City's professional staff including, but not limited to, the City Manager and staff are in writing or are made at a duly noticed public meeting.

Penalties: Violation of this section by a Proposer or other listed person shall render any RFQ award or contract to the Proposer voidable by the City Commission or City Manager. Any person who violates a provision of this section may be prohibited from serving on the City Bid Review Committee. In addition to any other penalty provided in this RFQ, violation of any provision of this section by a City employee may subject the employee to disciplinary action.

Please contact the City Attorney for any questions concerning "Cone of Silence" compliance.

EXHIBIT “A”

REFERENCE LIST

FIVE (5) MUNICIPALITIES FOR WHICH PROPOSER PERFORMED SIMILAR SERVICES WITHIN THE PAST FIVE (5) YEARS

The following is a list of at least five (5) references from municipalities for which Proposer provided similar services to those sought in this RFQ in the past five (5) years:

1. Name of Entity for which services were performed: _____
Brief Description of Scope of Services: _____
Amount of Contract Award: _____
Status of Contract: _____
Contact Name: _____
Telephone Number: _____
2. Name of Entity for which services were performed: _____
Brief Description of Scope of Services: _____
Amount of Contract Award: _____
Status of Contract: _____
Contact Name: _____
Telephone Number: _____
3. Name of Entity for which services were performed: _____
Brief Description of Scope of Services: _____
Amount of Contract Award: _____
Status of Contract: _____
Contact Name: _____
Telephone Number: _____
4. Name of Entity for which services were performed: _____
Brief Description of Scope of Services: _____
Amount of Contract Award: _____
Status of Contract: _____
Contact Name: _____
Telephone Number: _____
5. Name of Entity for which services were performed: _____
Brief Description of Scope of Services: _____
Amount of Contract Award: _____
Status of Contract: _____
Contact Name: _____
Telephone Number: _____

EXHIBIT "B"

**CITY OF DANIA BEACH, FLORIDA
SWORN STATEMENT UNDER §287.133(3)(A), FLORIDA STATUTES
PUBLIC ENTITY CRIMES**

(This form must be signed in the presence of a Notary Public or other officer authorized to administer oaths.)

1. This sworn statement is submitted with Request for Qualifications, City RFQ No. 21-010

2. This sworn statement is submitted by: _____
(PRINT Name of entity submitting sworn statement)

its business address is: _____

Federal Identification Number
(FEIN) is: _____
(if applicable)

Social Security Number: _____
(if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement)

3. My name is: _____
(PRINT Name of individual signing this document)

and my relationship to the entity is: _____
(President, General Partner, etc. as applicable)

4. I understand that a "public entity crime" as defined in §287.133(1)(g), Florida Statutes means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that to be "convicted" or "conviction" as defined in §287.133(1)(b), Florida Statutes, means a finding of guilt and conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere (also known as a plea of "No Contest").

6. I understand that an "affiliate" as defined in §287.133(1)(a), Florida Statutes means:
- (a) A predecessor or successor of a person or a corporation convicted of a public entity crime; or
 - (b) An entity under the control of any natural person who is active in the management of the entity and which has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima-facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a "person" as defined in §287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)
- 1. _____ Neither the entity submitting the sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.
 - 2. _____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989 and (Please now indicate which additional statement below applies):
 - A. _____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order)

B. _____ The person or affiliate was placed on the convicted list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order)

C. _____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Florida Department of General Services)

Signature (of person whose **Printed** Name
first appears above)

Date

STATE OF _____

COUNTY OF _____

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared ☐ physical presence or ☐ online notarization, on _____ as _____, of _____, an organization authorized to do business in the State of Florida, and acknowledged and executed the foregoing statement as the proper official of _____ for the use and purposes mentioned in it and affixed the official seal of the entity, and that the instrument is the act and deed of that entity. He/she is personally known to me or has produced _____ as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this _____ day of _____, 2021.

Notary Seal

Signature of Notary Public

Printed Name of Notary Public

EXHIBIT "C"

NON-COLLUSION AFFIDAVIT

The undersigned Proposer has not divulged, discussed or compared his/her/its Response with any other Proposer, and has not colluded with any other Proposer or party to this Request for Qualifications whatsoever.

Signature of Proposer

PRINT Name of Proposer

Title

_____, 2021
Date

STATE OF _____

COUNTY OF _____

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared ☐ physical presence or ☐ online notarization, on _____ as _____, of _____, an organization authorized to do business in the State of Florida, and acknowledged and executed the foregoing statement as the proper official of _____ for the use and purposes mentioned in it and affixed the official seal of the entity, and that the instrument is the act and deed of that entity. He/she is personally known to me or has produced _____ as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this _____ day of _____, 2021.

Notary Seal

Signature of Notary Public

Printed Name of Notary Public

EXHIBIT "D"

PROPOSER'S QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made below:

	<u>Check One</u>
Submitted By: _____	☐ Corporation
Name: _____	☐ Partnership
Address: _____	☐ Individual
City, State, Zip _____	☐ Other (describe)
Telephone No. _____	
Fax No. _____	
Email _____	

State the true, exact, correct and complete name of the partnership, corporation, trade or other name under which you do business and the address of the place of business.

The full legal name of the Proposer is:

The address of the principal place of business is:

1. If Proposer is a corporation, answer the following:

Date of Incorporation: _____

State of Incorporation: _____

President's name: _____

Vice President's name: _____

Secretary's name: _____

Treasurer's name: _____

Name and address of Resident Agent: _____

2. If Proposer is an individual or a partnership, answer the following:

Date of organization: _____

Name, address and ownership percentage units of all partners:

State whether general or limited partnership and confirm it is registered to do business in Florida: _____

3. If Proposer is other than an individual, corporation or partnership, describe the organization and give the names and addresses of principals:

4. If Proposer is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

5. How many years has your organization been in business under its present business name? _____

a) Under what other former names has your organization operated?

6. Indicate registration, license numbers or certificate numbers for the businesses or professions, which are the subject of this RFQ. Please attach certificate of competency and state registration.

7. Have you personally reviewed the requirements for the proposed services?

☐ YES ☐ NO

8. Do you have a complete set of documents, including drawings and addenda?

☐ YES ☐ NO

9. Did you attend the Pre-Proposal Conference if any such conference was held?

☐ YES ☐ NO

10. Have you ever failed to complete any work awarded to you? If so, state when, where and why:

11. State the names, telephone numbers and last known addresses of three (3) owners, individuals or representatives of owners with the most knowledge of services which you have performed and to which you refer (government owners are preferred as references).

Name	Address	Telephone

12. List the pertinent experience of the key individuals of your organization (continue with an additional sheet, if necessary).

13. State the name and title of the individual who will have responsibility relating to the services:

14. State the name and address of attorney or law firm, if any, for the business of the Proposer:

15. State the names and addresses of all businesses and individuals who own an interest of more than five percent (5%) of the Proposer's business and indicate the percentage owned of each such business:

16. State the names, addresses and the type of business of all firms that are partially or wholly owned by Proposer:

17 State the name of the Surety Company which will be providing the bond, and name and address of agent:

18. Bank References:

Bank	Address	Telephone

19. Attach a financial statement including Proposer's latest balance sheet and income statement showing the following items:

- a) Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials, real estate, stocks and bonds, equipment, furniture and fixtures, inventory and prepaid expenses)
- b) Net Fixed Assets
- c) Other Assets
- d) Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries, real estate encumbrances and accrued payroll taxes)
- e) Other Liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus, and retained earnings).

20. State the name of the firm preparing the financial statement and its date:

21 Is this financial statement for the identical organization named on page one?

☐ YES ☐ NO

22. If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidary).

The Proposer acknowledges and understands that the information contained in response to this Qualification Statement shall be relied upon by the City in awarding a contract and such information is warranted by Proposer to be true. The discovery of any omission or misstatement that materially affects the Proposer's qualifications to perform under the contract shall cause the City to reject the proposal, and if after the award, to cancel and terminate the award, contract or both.

Signature

Print Name

Title

Date

STATE OF _____)

COUNTY OF _____)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared ☐ physical presence or ☐ online notarization, on _____ as _____, of _____, an organization authorized to do business in the State of Florida, and acknowledged and executed the foregoing Statement as the proper official of _____ for the use and purposes mentioned in it and affixed the official seal of the entity, and that the instrument is the act and deed of that entity. He/she is personally known to me or has produced _____ as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this _____ day of _____, 2021.

Notary Seal

Signature of Notary Public

Printed Name of Notary Public

EXHIBIT “E”
QUESTIONNAIRE

Please print or type

Firm Name: _____

President or Other Principal of Proposer: _____

Business Address: _____

Telephone: _____ Fax: _____

Email: _____

1. How many years has your organization been in business?

2. Have you ever failed to complete work awarded to you; if so, where and why?

3. Have you personally reviewed the proposed work and do you have a complete plan for its performance?

4. Will you sublet any part of this work? If so, list the portions or specialties of the work that you propose to subcontract.

a) _____

b) _____

c) _____

d) _____

Licensed in: _____
(County/State)

5. Include a subcontracting plan that identifies items such as a description of percentage of work to be subcontracted.

Contractor's License # _____ Expiration Date: _____

Contractor must have proper licensing prior to submitting Proposal and must submit evidence of same.

Remainder of this page intentionally left blank

EXHIBIT “F”

CERTIFICATION

(THIS DOCUMENT MUST BE SUBMITTED WITH THE PROPOSAL)

We (I), the undersigned, agree to furnish the item(s)/service(s) described in the RFQ. We (I) certify that we(I) have read the entire document, including the Scope of Work, Additional Requirements, Supplemental Attachments, Instructions to Proposers, Terms and Conditions, and any addenda issued. We (I) agree to comply with all of the requirements of the entire Request for Proposals.

Indicate which type of organization below:

INDIVIDUAL ☐ PARTNERSHIP ☐ CORPORATION ☐ OTHER ☐

If “Other”, Explain: _____

_____ Authorized Signature	_____ Company Name
-------------------------------	-----------------------

_____ Typed/Printed Name	_____ Address
-----------------------------	------------------

_____ Telephone	_____ City, State, ZIP
--------------------	---------------------------

_____ Fax	_____ Federal Tax ID Number
--------------	--------------------------------

Email address for above person (if any)

EXHIBIT "G"

DRUG-FREE WORKPLACE CERTIFICATION FORM

Whenever two (2) or more bids/proposals, which are equal with respect to price, quality, and service, are received by the CITY OF DANIA BEACH for the procurement of commodities or contractual services, a bid/proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of controlled substances is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in number (1).
4. In the statement specified in number (1), notify the employees that as a condition for working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction on or plea of guilty or no contest to any violation of Chapter 893, Florida Statutes or of any controlled substance law of the United States or any singular state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

This Certification is submitted by _____ the
(PRINT Name of Authorized Agent)

_____ of _____

(Title)

(Proposer Name)

who does certify that said Company has implemented a drug-free workplace program, which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

Date

Signature

EXHIBIT “H”

ACKNOWLEDGMENT OF ADDENDA

The Proposer acknowledges the receipt of the following addenda issued by the City and incorporated into and made part of the RFQ. In the event the Proposer fails to include any such addenda in the table below, submission of this form shall constitute acknowledgment of receipt of all addenda, whether or not received by the Proposer.

ADDENDUM NUMBER	DATE RECEIVED	PRINT NAME	TITLE	SIGNATURE (BLUE INK ONLY)

EXHIBIT "I"

CERTIFICATION TO ACCURACY OF PROPOSAL

The Proposer, by executing this form, certifies and attests that all forms, affidavits and documents related to the document that it has enclosed in the Proposal in support of its Proposal are true and accurate. Failure by the Proposer to attest to the truth and accuracy of such forms, affidavits and documents shall result in the Proposal being deemed non-responsive and such Proposal will not be considered.

By submitting a response to do the work, the Proposer certifies that a careful review of the RFQ has taken place and that the Proposer is fully informed and understands the requirements of the RFQ and the expected Agreement and the quality and quantity of services to be performed.

The undersigned individual, being duly sworn, deposes and says that:

- A. He/She is _____ of _____, the Proposer that has submitted the attached Proposal;
- B. He/She is fully informed respecting the preparation and contents of the attached Proposal and of all forms, affidavits and documents submitted in support of such Proposal;
- C. All forms, affidavits and documents submitted in support of this Proposal and included in this Proposal are true and accurate;
- D. No information that should have been included in such forms, affidavits and documents has been omitted; and
- E. No information that is included in such forms, affidavits or documents is false or misleading.

EXHIBIT "I"
CERTIFICATION TO ACCURACY OF PROPOSAL
(continued)

Signature (Blue ink only)

Print Name

Title

Date

STATE OF _____)

COUNTY OF _____)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared ☐ physical presence or ☐ online notarization, on _____ as _____, of _____, an organization authorized to do business in the State of Florida, and acknowledged and executed the foregoing Statement as the proper official of _____ for the use and purposes mentioned in it and affixed the official seal of the entity, and that the instrument is the act and deed of that entity. He/she is personally known to me or has produced _____ as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this _____ day of _____, 2021.

Notary Seal

Signature of Notary Public

Printed Name of Notary Public



Calvin, Giordano & Associates, Inc.
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Building Code Services
Civil Engineering / Roadway
& Highway Design
Coastal Engineering
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& Urban Design
Surveying & Mapping
Traffic Engineering
Transportation Planning
Water / Utilities Engineering
Website Development

1800 Eller Drive
Suite 600
Fort Lauderdale, FL
33316
954.921.7781 phone
954.921.8807 fax

www.cgasolutions.com

October 4, 2021

Mr. Colin Donnelly

CIP and Grant Administrator

City of Dania Beach

100 W. Dania Beach Boulevard

Dania Beach, FL 33004

RE: Dania Beach Fire Station Wind Mitigation

CGA Proposal No. 21-4313.1

Dear Mr. Donnelly,

Calvin, Giordano & Associates, Inc. (CGA) is pleased to submit this proposal to the City of Dania Beach for surveying and engineering services for the Dania Beach Fire Station No. 1 Wind Mitigation project.

I. Professional Engineering Services

A. Civil Engineering

1. The Scope of Professional Services to be provided under this proposal and the associated tasks are detailed in the attached Memorandum of Understanding. The following tasks shall be executed under this agreement:

- Task 100 - Data Collection, Survey and Evaluation
- Task 200 - Preparation of Technical Memorandum
- Task 300 - 60% Design
- Task 400 - 90% Design
- Task 500 - 100% Design

- Task 600 - Bidding Services
- Task 700 - Engineering Services During Construction

BASIS OF PROPOSAL

- Any opinion of the construction cost prepared by Calvin, Giordano & Associates, Inc. represents its judgment as a design professional and is supplied for the general guidance of the CLIENT since Calvin, Giordano & Associates, Inc. has no control over the cost of labor and material, or over competitive bidding or market conditions. Calvin, Giordano & Associates, Inc. does not guarantee the accuracy of such opinions as compared to contractor bids or actual cost to the CLIENT.
- Any outside engineering services, studies, or laboratory testing not specifically mentioned in the Scope of Services will be the responsibility of the CLIENT. All municipal, permit, and agency fees as well as Title Certificates will be paid by the CLIENT.
- Basic services outlined within this proposal shall be considered complete when the project plans are submitted to the regulatory agencies for Certification.
- Calvin, Giordano & Associates, Inc. is performing the consultant services set forth in this Agreement strictly as a professional consultant to CLIENT. Nothing contained in this Agreement shall create any contractual relationship between Calvin, Giordano & Associates, Inc. and any contractor or subcontractor performing construction activities on the project, or any of CLIENT's other professional consultants.
- Calvin, Giordano & Associates, Inc. is performing the surveying services set forth in this Agreement strictly as a professional consultant to CLIENT. Nothing contained in this Agreement shall create any contractual relationship between Calvin, Giordano & Associates and any contractor or subcontractor performing construction activities on the project, or any of CLIENT's other professional consultants.
- Calvin, Giordano & Associates, Inc. shall not be responsible for the contractor's schedules or failure to carry out the construction in accordance with the construction documents. Calvin, Giordano & Associates, Inc. shall not have control over or charge of acts or omissions of the contractor, subcontractors, or their agents or employees, or of any other persons performing portions of the construction.
- Calvin, Giordano & Associates, Inc. will require that all consultants carry proper insurance, including professional liability insurance, if appropriate.
- Permit construction certification will include one partial and one final inspection.

ADDITIONAL FEES

The following services are NOT included in this proposal and will be considered Additional Services, which will be addressed in a separate contractual agreement. The services include but are not limited to:

- Architectural, structural (i.e., retaining walls, bridges, docks), mechanical (i.e., fire pumps), fire protection, geotechnical and testing, environmental assessment, power, gas, telephone, cable television, site lighting services.
- Calculations for needed fire flow for site demands, based on building type use and size, if required.
- Calculations of off-site flood stages.
- Construction quality control inspections.
- Off-site engineering and negotiations for off-site easements, if required (other than as specified in the Scope of Services).
- Permit application or negotiation with permitting authorities other than those specifically listed herein.
- Preparation of construction contract documents, other than drawings and technical specifications (e.g., bid schedule, project manual);
- Professional land surveying not included in the scope of services (i.e., buried utility investigation, easement research, condominium documents, project stake-out and as-built drawings).
- Professional services required due to conditions different from those itemized under the Scope of Services or due to events beyond the control of Calvin, Giordano & Associates, Inc.
- Professional services required, due to changes in the site plan initiated by the CLIENT, their representatives or other consultants (e.g., architects, landscape architects, etc.) after either design or preparation of the construction drawings has commenced.
- Re-review of rejected shop drawings.
- Review and approval of Contractor pay requests.
- Review of Data supplied by the CLIENT (i.e. GIS data sets, databases, aerial images, etc.) required for integration into this project.
- Review of shop drawings for contractor or Client selected alternatives, materials, products, etc.
- Special shop drawing annotation and modification to expedite shop drawing approval process.
- Updated boundary survey, site evaluation or closing assistance work, unless specified above.

REIMBURSABLE EXPENSES

Calvin, Giordano & Associates, Inc. and its consultants will be reimbursed for the printing of drawings and specifications, deliveries, Federal Express services, required travel time and travel expenses, long distance telephone calls, fax transmittals, postage, fees paid for securing approval of authorities having jurisdiction over the project, renderings, models and mock-ups required by CLIENT, as required. Reimbursable expenses and sub-consultant invoices will be billed directly to the CLIENT at a multiplier of 1.25.

MEETING ATTENDANCE

Due to the difficulties of predicting the number or duration of meetings, no meetings other than those listed above, are included in the Schedule of Fees shown below.

Preparation for and meeting attendance, as necessary, will be provided on a time and materials basis and will be billed at the standard hourly rates in accordance with the attached Hourly Rate Schedule.

SCHEDULE OF FEES

Calvin, Giordano & Associates, Inc. will perform the Scope of Services for a lump sum fee as shown in the proposed Schedule of Fees:

	Director	Project Mgr	Electrical Eng	CADD Technician	Sr Registered Surveyor	Survey Crew	Survey CADD	Sub-Totals		Sub-Consultants	Totals
Task	\$175	\$150	\$150	\$95	\$145	\$135	\$95			Lakdas	
100	2	30	12	0	6	16	40	106	\$13,480.00	\$7,516.00	\$20,996.00
200	2	26	8	0	0	0	0	36	\$5,450.00	\$6,448.00	\$11,898.00
300	6	66	53	54	0	0	0	179	\$24,030.00	\$18,828.00	\$42,858.00
400	6	53	29	40	0	0	0	128	\$17,150.00	\$4,328.00	\$21,478.00
500	6	42	17	24	0	0	0	89	\$12,180.00	\$4,328.00	\$16,508.00
600	0	17	9	4	0	0	0	30	\$4,280.00	\$1,060.00	\$5,340.00
700	0	108	42	18	0	0	0	168	\$24,210.00	\$12,580.00	\$36,790.00
Total Labor	22	342	170	140	6	16	40	736			
Total Cost	\$3,850.00	\$51,300.00	\$25,500.00	\$13,300.00	\$870.00	\$2,160.00	\$3,800.00		\$100,780.00	\$55,088.00	\$155,868.00

TOTAL PROJECT COST (BASIC SERVICES)	\$155,868.00
ADDITIONAL SERVICES (CONTINGENCY)	\$10,000.00
TOTAL PROJECT COST (BASIC SERVICES + ADD. SERVICES)	\$165,868.00

TERMS OF THE AGREEMENT

- Calvin, Giordano & Associates, Inc. and the CLIENT agree by their signatures on this document that each party will not hire or attempt to hire any staff from the other party while under contract together.

- Calvin, Giordano & Associates, Inc. is preparing and providing drawings, plans, specifications and other documents as outlined in the scope of services for this Agreement for use in the construction of this project, based upon design and construction criteria prepared and provided by others, including but not limited to the CLIENT and CLIENT's consultants. Calvin, Giordano & Associates, Inc. is not responsible for any errors and omissions in the aforesaid design and construction criteria provided by others.
- CLIENT agrees to indemnify, hold harmless and, at Calvin, Giordano & Associates, Inc.'s option, defend or pay for an attorney selected by Calvin, Giordano & Associates, Inc., to defend Calvin, Giordano & Associates, Inc., its officers, agents, servants, and employees against any and all claims, losses, liabilities, and expenditures of any kind, including attorney fees, any appellate attorney costs, court costs, and expenses, caused by, arising from, or related to any acts, omissions or negligence of CLIENT or its consultants.
- CLIENT agrees to limit Calvin, Giordano, & Associates, Inc.'s liability for any and all claims that CLIENT may assert on its own behalf or on behalf of another, including but not limited to claims for breach of contract or breach of warranty, to the amount of fees paid to Calvin, Giordano & Associates, Inc., pursuant to this Agreement.
- Drawings, specifications, and other documents and electronic data furnished by Calvin, Giordano & Associates, Inc. in connection with this project are instruments of service. All original instruments of service shall be retained by Calvin, Giordano & Associates, Inc. and will remain their property, with all common law, statutory and other reserved rights, including copyright, in those instruments. This information provided in the instruments of service is proprietary and will not be shared with others without prior written consent. The CLIENT may request reproducible copies, and all original documents upon payment of all outstanding invoices, and expenses.
- In the event of termination in accordance with this Agreement or termination not the fault of Calvin, Giordano & Associates, Inc., Calvin, Giordano & Associates, Inc. shall be compensated for services properly performed prior to receipt of notice of termination, together with Reimbursable Expenses then due.
- Invoices for work accomplished to date will be submitted monthly and are payable within thirty (30) days. The CLIENT will pay invoices upon receipt and understands interest charges of 1.5% per month will be applied to any unpaid balance past thirty (30) days. Calvin, Giordano & Associates, Inc. may elect to stop work until payment is received. If work is stopped for thirty (30) days or more, Calvin, Giordano & Associates, Inc. may request compensation for start-up costs when work resumes.

- PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT OF CALVIN, GIORDANO & ASSOCIATES, INC. MAY NOT BE HELD INDIVIDUALLY LIABLE IN NEGLIGENCE FOR ANY CLAIMS, DAMAGES, LOSSES, OR DISPUTES ARISING OUT OF OR SUBJECT TO THE CONTRACT.
- The CLIENT or their representative shall be available to meet with Calvin, Giordano & Associates, Inc. and provide decisions in a timely manner throughout the course of the project. The CLIENT will provide all plans and other pertinent information, which are necessary for Calvin, Giordano & Associates, Inc. to provide complete professional services as outlined in this contract.
- The terms of Agreement shall be valid for the Client's acceptance for a period of thirty (30) days from the date of execution by Calvin, Giordano & Associates, Inc. after which time this contract offer becomes null and void if not accepted formally (evidenced by receipt of an executed copy of this document). All rates and fees quoted in this document shall be effective for a period of six (6) months, after which time they may be renegotiated with the CLIENT.
- This Agreement may be terminated by either party upon not less than seven (7) days written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination. Failure of CLIENT to make payments to Calvin, Giordano & Associates, Inc., in accordance with this Agreement, shall be considered substantial nonperformance and cause for termination.

MISCELLANEOUS PROVISIONS

- CLIENT and Calvin, Giordano & Associates, Inc., respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, assigns, and legal representatives of such other party with respect to all covenants of this Agreement. Neither CLIENT nor Calvin, Giordano & Associates, Inc. shall assign this Agreement without written consent of the other.
- This Agreement represents the entire and integrated agreement between the CLIENT and Calvin, Giordano & Associates, Inc. and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Calvin, Giordano & Associates, Inc. and the CLIENT.
- Unless otherwise provided, this Agreement shall be governed by the law of the place where the project is located.

TERMINATION OF THE AGREEMENT

- This Agreement may be terminated by either party upon not less than seven (7) days written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination. Failure of CLIENT to make payments to Calvin, Giordano & Associates, Inc., in accordance with this Agreement, shall be considered substantial nonperformance and cause for termination.
- In the event of termination in accordance with this Agreement or termination not the fault of Calvin, Giordano & Associates, Inc., Calvin, Giordano & Associates, Inc. shall be compensated for services properly performed prior to receipt of notice of termination, together with Reimbursable Expenses then due.

We appreciate the opportunity to submit this proposal. Calvin, Giordano & Associates, Inc. is prepared with the necessary manpower to proceed with the proposed scope of services upon receipt of the executed authorization. Our personnel are committed to completing the project in a timely manner. Please indicate your acceptance of this proposal by signing below and returning one executed copy of the contract to this office. We look forward to working with you in making this project a success.

Sincerely,

CALVIN, GIORDANO & ASSOCIATES, INC.



Chris Giordano
President

Cost of these services are \$165,868.00 plus hourly as noted in fee breakdown.

ACCEPTANCE OF CONTRACT

CALVIN, GIORDANO & ASSOCIATES, INC.

By: Chris Giordano Date: 10/05/21
Name: Chris Giordano
Title: President

By: _____ Date: _____
Name: Mr. Colin Donnelly
Title: CIP and Grant Administrator



Memorandum of Understanding For Engineering Services for the Dania Beach Fire Station No. 1 Wind Mitigation City of Dania Beach

Project: Dania Beach Fire Station No. 1 Wind Mitigation **Date:** October 4, 2021
Project Number: 21-4313.1

In response to the City of Dania Beach (CITY) request, Calvin, Giordano & Associates, Inc. (CGA) is pleased to submit this Memorandum of Understanding (MOU) to identify the overall project scope and to outline the scope of professional services and associated fees for the Fire Station No. 1 Wind Mitigation engineering services at the City of Dania Beach. The scope of work proposed under this MOU shall generally include evaluation of the structural envelope of the fire station building as well as preparation of the corresponding construction documents. This includes evaluation, detailed design, construction documents, inspection and project close out as indicated in the Hazard Mitigation Grant Program (HMGP) agreement.

BACKGROUND

The Fire Station No. 1 was originally constructed in the late 90's, located at 116 West Dania Beach Boulevard. The site is composed of several structures, including the Fire Station Building, Fire Administration Building, CBS Building, Training Tower and the Swanson House. The Fire Station holds the apparatus bay, service area, dormitory area, generator room and storage area; the Fire Administration Building holds the chief office and additional administrative offices.

The CITY obtained funds through the HMGP DR-4337-285-R to provide wind protection and perform the required improvements to the Fire Station Building envelope and the addition of a new emergency generator system. The approved grant includes the following:

1. Provide protection to the fire station building envelope by reinforcing walls, columns, and tie beams, replace windows, doors and roof, as needed. The wind mitigation shall provide protection against 187 miles per hour (mph) winds or the wind speed protection and impact requirements indicated by the effective Florida Building Code.
2. Provide wind protections to any other openings such as vents, louvers and exterior mounted A/C units.
3. Replace the existing generator system with a new 250 kW permanent generator, including required modification to the electrical system as required for the new generator installation. The new generator shall be protected against a 500-year flood event and against wind with a rated enclosure based on its location requirements.

PROJECT SCOPE

The general scope of work to be completed by CGA includes the preparation of a technical memorandum to summarize the wind mitigation evaluation, detailed design, construction documents, inspection and project close out for the Wind Mitigation project.

The anticipated scope of work shall include the following per the HMGP agreement requirements.

- Fire Station Building per HMGP agreement
 - i. Review the executed HMGP contract number H0514 between the CITY and the State of Florida Division of Emergency Management (FDEM) and Florida Department of Environmental Protection (FDEP).
 - ii. Conduct an evaluation of the existing structural condition of the exterior envelope and A/C units located on the roof of the building(s) for compliance to the 187 mph winds speed protection and requirements as indicated by the effective Florida Building Code. Evaluate the structural exterior components in comparison with current live, dead and wind load criteria.
 - iii. Utilize a Leica C10 High Resolution 3D Scanner to obtain as-built information of the building. Compile multiple scans around the perimeter of each structure with sufficient overlap for data processing and quality control with redundancy. Process individual data point clouds through 3D scanner software to create a spatially precise as-built of each structure and export into an AutoCAD drawing file structure. Create an AutoCAD file showing the plan view and elevation of the exterior of the two buildings.
 - iv. Design the required improvements to meet the wind mitigation requirements, including but not limited to, replacement of windows, louvers, exterior mounted equipment, doors and roof and reinforcement of walls and columns.
 - v. Replace the existing natural gas generator and associated electrical systems with a new natural gas permanent generator, including associated electrical work required for generator installation. The new generator shall be protected against a 500-year flood event and against wind with a rated enclosure based on its location requirements. Verify proposed generator capacity will maintain the Fire Station and Fire Administration building running at full capacity.
The existing natural gas generator is rated 80 kW. A preliminary study shows that the existing room is not adequate for the proposed 250 kW natural gas generator. In addition, the existing natural gas piping will need to be modified to accommodate the location for the new 250kW generator and changes to the existing the gas service size will be required.
 - vi. Replace the existing electrical distribution system of the Fire Station Building, including the transfer switch, main disconnect switch and panel boards.
 - vii. Reconnect the emergency circuits serving the Fire Administration Building and modified circuit for compliance of a means of a disconnect per NEC requirements.

SCOPE OF PROFESSIONAL SERVICES

The services offered by CGA under this MOU generally consist of the work included in the current HMGP agreement, as noted above. CGA shall execute Professional Services Agreements (PSA's) with Lakdas/Yohalem Engineering Inc. (LYE) to assist with the structural evaluation of the exterior envelope of the buildings. The Scope of Professional Services to be provided under this MOU and the associated fees are detailed below.

The following tasks shall be executed under this agreement:

- **Task 100: Data Collection, Survey and Evaluation**
- **Task 200: Preparation of Technical Memorandum**
- **Task 300: 60% Design**



- **Task 400: 90% Design**
- **Task 500: 100% Design**
- **Task 600: Bidding Services**
- **Task 700: Engineering Services During Construction**

Task 100 – Data Collection, Survey and Evaluation

CGA shall perform the due diligence to obtain the required information to complete the evaluation and design. These services shall include:

1. Review site pictures, record drawings, permits, copies of any emergency repair work and other CITY records. CGA will also request and review all the drawings and permits closeouts documents available from the CITY Building Department.
2. Utilizing a Leica C10 3D Scanner obtain 3-dimensional scans of each side of the building from ground level to roof line. Process point cloud individual scans using cloud-based software into one overall 3D data set for downloading into AutoCAD. Prepare a separate building elevation drawing for the East, West, North and South building sides.
3. Update the previously prepared Map of Boundary and Topographic Survey dated April 24, 2019, to reflect current site conditions. The survey drawings will be presented on 24" x 36" sheets at an applicable scale and will be prepared in accordance with the Standards of Practice requirements for Surveying and Mapping in the State of Florida as set forth by Chapter 5J-17 of the Florida Administrative Code, pursuant to Florida Statutes Chapter 472.027.
4. Conduct a visual structural condition assessment of the exterior and the electrical distribution systems of the Building. This assessment shall identify structural defects such as corrosion, fatigue or structural damage by accidental actions. Two (2) site visits are assumed for this task.
5. Review the record drawings available and identify the critical structure members based on the building elevation and plan view drawings. Evaluate and analyze the exterior envelope of the building structure for gravity (dead and live) load requirements, lateral wind load requirements per ASCE 7-15.
6. Evaluate the natural gas generator requirements, part of the evaluation will be site studying a location for the new generator.
7. This task will also include general coordination with CITY staff related to progress and potential issues/resolution that may evolve throughout the life of the Project.

Task 200 – Preparation of Technical Memorandum

CGA will prepare a technical memorandum (TM) providing a compilation of the findings and preliminary recommendations of the structures to be improved to withstand current wind load. In addition, the TM will include a description of the proposed design for the installation of the new natural gas generator. The TM will also provide a preliminary cost estimate for the proposed preliminary recommendations. The services under this task will include the following:

1. Prepare a TM to include the assessment findings and preliminary recommendation related to improving the existing Fire Station Building, and associated preliminary cost estimate. A total of one meeting is assumed for this task.

Deliverables

- Electronic copy (pdf format) of the Technical Memorandum.
- Meeting Agenda and summaries

Task 300 – Preparation and Development of Plans and Specifications – 60% Design

CGA will prepare preliminary plans and technical specifications as a single package for the Project. The services under this task will include:

1. Preparation of civil, structural, electrical, and gas drawings for the Project. Drawings will be prepared in AutoCAD format using 24x36 format. The design will incorporate applicable CGA and CITY standards whenever possible. All drawing submittals will be provided in digital (.pdf) format.
2. Preparation of technical specifications using CGA and CITY standard requirements as applicable. The draft specifications will be provided in .pdf format. The CITY shall provide its latest front-end documents, and CGA shall modify and incorporate them into the bid package.
3. Preparation of an Engineers Opinion of Probable Construction Costs at the 60% Design submittal milestone and will update it at each subsequent submittal milestone.
4. Attendance at a meeting with the CITY to review and discuss the documents and to address any outstanding comments or concerns. Upon completion of the meeting and receipt of the CITY's plan review comments, CGA shall prepare meeting minutes and progress to the 90% Design task as outlined below. It is assumed that the City will provide review comments within ten (10) days of receiving the plans and specifications submittal.
5. All work shall be in accordance with all currently applicable local, state, and federal rules, regulations, and design standards including, but not limited to: CITY, USEPA, FDEP, OSHA, NEC, IC and NFPA.

Deliverables:

- 60% Preliminary Design Package (one electronic (pdf) copy), including:
 - Preliminary Drawings,
 - Draft Technical Specifications
 - Engineers Opinion of Probable Construction Costs.
- Attendance at plan review meeting with CITY.

Task 400 – Preparation and Development of Plans and Specifications – 90% Design

CGA will prepare preliminary plans and technical specifications as a single package for the Project. The services under this task will include:

1. Incorporation of the CITY's 60% Design Review comments into the documents and development of the civil, structural, electrical, and gas drawings to (final) Bid Drawings for the Project. Drawings will be prepared in AutoCAD format using 24x36 format. The design will incorporate applicable CGA and CITY standards whenever possible. All drawing submittals will be provided in both hardcopy (24" x36") and digital (.pdf) formats.
2. Incorporation of the CITY's 60% Design Review comments into the technical specifications, and development of the specifications to Final Documents for the Project.
3. Updating of the Engineers Opinion of Probable Construction Costs.
4. Submit 90% plans to the CITY for Building Department dry run.
5. Attendance at a meeting with the CITY to review and discuss the documents and to address any outstanding comments or concerns. Upon completion of the meeting and receipt of the CITY's plan review comments, CGA shall prepare meeting minutes and progress to the 100% Design task as outlined below. It is assumed that the City will provide review comments within ten (10) days of receiving the plans and specifications submittal.



6. All work shall be in accordance with all currently applicable local, state, and federal rules, regulations, and design standards including, but not limited to: CITY, USEPA, FDEP, OSHA, NEC, IC and NFPA.

Deliverables:

- 90% Preliminary Design Package (one electronic (pdf) copy), including:
 - Preliminary Drawings,
 - Draft Technical Specifications
 - Engineers Opinion of Probable Construction Costs.
- Attendance at plan review meeting with CITY.

Task 400 – Preparation and Development of Final Design – 100% Design

CGA will prepare final plans and technical specifications as a single package for the Project. The services under this task will include:

1. Incorporation of the CITY's 90% Design Review comments into the documents and development of the civil, structural, electrical, and gas drawings to (final) Bid Drawings for the Project. Drawings will be prepared in AutoCAD format using 24x36 format. The design will incorporate applicable CGA and CITY standards whenever possible. All drawing submittals will be provided in both hardcopy (24" x36") and digital (.pdf) formats.
2. Incorporation of the CITY's 90% Design Review comments into the technical specifications, and development of the specifications to Final Documents for the Project.
3. Updating of the Engineers Opinion of Probable Construction Costs.
4. Attendance at a meeting with the CITY to review and discuss the documents and to address any outstanding comments or concerns. Upon completion of the meeting and receipt of the CITY's plan review comments, CGA shall prepare meeting minutes, address any remaining concerns resulting from the meeting, and provide final signed and sealed Bid Documents (letter size specifications and 24"x36" drawings). It is assumed that the City will provide review comments within ten (10) days of receiving the plans and specifications submittal.
5. All work shall be in accordance with all currently applicable local, state and federal rules, regulations and design standards including, but not limited to: CITY, USEPA, FDEP, OSHA, NEC, IC and NFPA.
6. Geotechnical Investigation is included in this scope of work nor this service anticipated to be required to complete the design.

Deliverables:

- 100% Final Design Package (in both hardcopy (24"x36") and digital (.pdf) formats), including Final Drawings, Technical Specifications, and Engineers Opinion of Probable Construction Costs.

Task 500 – Bidding Services

CGA will provide bidding services to the CITY for a single construction contract for the wind mitigation improvements. The services to be provided under this task will include:

1. Attend pre-bid conference, prepare and provide meeting minutes. An electronic copy of meeting minutes will be submitted to CITY in PDF format for review and approval. Responses to pre-bid conference questions will be in the form of addenda issued to CITY for review and approval.



2. Prepare addenda addressing additions, deletions, modifications, or interpretations to the contract documents. Issuance of one addendum is assumed.
3. Evaluate up to three (3) low bidder packages for mathematical correctness and references. Provide a bid tabulation spreadsheet to the CITY.

Task 600 – Engineering Services During Construction

The services under this task will include:

CGA will provide construction services to the CITY for a single construction contract:

1. Attend one pre-construction meeting with the CITY and selected contractor. Prepare meeting minutes.
2. Review shop drawings and respond request for information (RFI) for conformance with the design criteria.
3. Prepare record drawings based on the Contractor's as-builts and CITY's Inspector recommendation.
4. Observe and record all observation testing, including electrical and structural testing.
5. Provide Inspection Services during construction to certify the work was constructed in substantial conformance with the design. A total of one (1) site visit per week for the duration of the project is assumed for this task. Prepare monthly FDEM reports. It is assumed that the project duration will be twelve (12) months.
6. Assist City with HMGP agreement compliance, including coordination with Contractor and State. Reimbursement request from the City to FDEM/FEMA are not included.
7. Conduct one (1) substantial completion field observations site visit for each engineering discipline, submit punchlist.
8. Conduct one (1) final completion field observations site visit for each engineering discipline to confirm that the Contractor's completed work is in general accordance with the Contract Documents and that all previously issued punchlist items have been addressed by the Contractor. Submit final punchlist.
9. Participate in start-up/commissioning period, a total of two (2) site visits are assumed for this task.

Assumptions:

- The scope of work will be limited only to the items included in the HMGP agreement for wind mitigation improvements of the fire station building.
- No geotechnical investigation will be performed, the design will use the latest geotechnical report available provided by the CITY.
- It is assumed that the record drawings available have the required structural information to perform the analysis, therefore non-destructive test will not be included in the scope of work.
- All permitting fees shall be paid by the CITY.
- Reimbursement request coordination with the City and/or FDEM/FEMA are not included.
- These services are based on assumed improvements based on current conditions. If additional improvements are needed and not included in the scope of work, an additional services proposal may be required.
- CGA will provide Design Team coordination to assure the project progresses on schedule. This include internal progress meetings; coordination with sub-consultants and CGA staff; coordination with the Owner; budget control and invoice processing; responding to Owner



comments; provide supporting documentation for design and permitting; and quality control review of design; overall coordination to keep the Owner aware of the project's progress, budget, schedule and critical design decisions.

- Access to the Fire Station No. 1 site will be provided by the CITY.

Information to be provided by the Client:

- CITY will provide front end documents for modification and incorporation into the CD's.

Services not included on this MOU:

- Geotechnical Investigation
- Non-destructive test
- Evaluation, design, bidding, and engineering services during construction of the following items at the Fire Station Building:
 - i. Design of new ventilation systems for the existing Fire Station Building apparatus bay area, the oxygen storage area, hose and the bunker rooms.
 - ii. Eliminate the existing roof hatch access and provide a new exterior cage ladder to provide access to the roof.
 - iii. Eliminate the existing metal stairway located in the apparatus bay area and access door to the storage located on the mezzanine area.
 - iv. Evaluate the existing drainage system of the apparatus bay area.
 - v. Evaluate the existing conditions of the kitchen hood supply fan.
- Wind mitigation evaluation, design, bidding, and engineering services during construction of the Fire Administration Building.

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”) NO. 21-015, ENTITLED “NORTHWEST FIRST STREET MULTIMODAL ENHANCEMENTS PROJECT” TO SAGARIS CORP. IN THE AMOUNT OF ONE HUNDRED NINETY-NINE THOUSAND FOUR HUNDRED EIGHTY-FIVE DOLLARS (\$199,485.00); AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

Purchasing Requests ONLY

Dept:

Acct #:

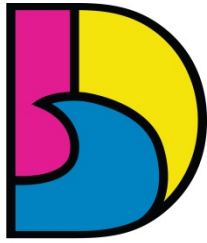
Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

C-MEMO-ITB-015-NW1stST-MULTIMODAL-AWARD-110921revFJR, R-2021- Sagaris Corp. Bid Award and Agreement for Northwest First Street Multimodal Enhancements Project (ITB 21-015), R-2021- Sagaris Corp. Bid Award for Northwest First Street Multimodal Enhancements Project (ITB 21-015) Exhibit A



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

CITY OF DANIA BEACH PUBLIC SERVICES DEPARTMENT

MEMORANDUM

DATE: November 9, 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. 21-015 FOR NW 1st STREET MULTIMODAL
ENHANCEMENTS"**

Request

The City Administration is requesting the adoption of a resolution authorizing the award of ITB No. 21-015 "NW 1st Street Multimodal Enhancements" to Sagaris Corp, Inc. for the building of crosswalks and other safety improvements.

Background

On June 28, 2021, the City Commission approved the "NW 1st Street Multimodal Enhancements" Project following a presentation by the Public Services Department (PSD). Authorization to bid for this project was granted via Resolution 2021-081, passed, and adopted on June 8, 2021.

The project's Invitation to Bid (ITB) was advertised in the Sun-Sentinel on June 28, 2021 and posted on the City's website and Demand-Star. The City received three (3) responses which were opened publicly on July 26, 2021. The ITB evaluation committee reviewed all proposals from bidders as follows:

1. Sagaris Corp, Inc.	\$199,485.00
2. Weekly Asphalt Paving, Inc	\$249,767.70
3. Florida Blacktop Inc.	\$252,716.60

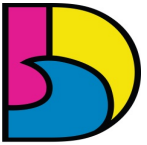
The Evaluation Committee recommends the selection of Sagaris Corp, Inc. as the lowest, most responsive, and responsible bidder.

The required permit from Broward County was approved in late October, making it possible to begin construction of the project shortly after approval of this items.

Budgetary Impact

Funding to award a contract to Sagaris Corp, Inc. for \$199,485 is available from a contribution made in the Dania Pointe Developer Agreement in the amount of \$250,000 for traffic calming and beautification improvements along NW 1st Street between.

\continued...



DANIA BEACH
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**AUTHORIZATION TO AWARD BID ITB-NO. 21-015 FOR NW 1st STREET MULTIMODAL
ENHANCEMENTS"**

Recommendation

City Administration recommends that the City Commission adopt the resolution to award ITB No. 21-015 "NW 1st Street Multimodal Enhancements" Project contract to Sagaris Corp, Inc. in the amount not to exceed \$199,485.00.

RESOLUTION NO. 2021-172

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE AWARD OF INVITATION TO BID (“ITB”) NO. 21-015, ENTITLED “NORTHWEST FIRST STREET MULTIMODAL ENHANCEMENTS PROJECT” TO SAGARIS CORP. IN THE AMOUNT OF ONE HUNDRED NINETY-NINE THOUSAND FOUR HUNDRED EIGHTY-FIVE DOLLARS (\$199,485.00); AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on June 8, 2021, pursuant to Resolution No. 2021-081, the City Commission authorized bidding for the construction of the “Northwest First Street Multimodal Enhancements” Project; and

WHEREAS, on June 26, 2021, Invitation to Bid (“ITB”) No. 21-015 was advertised in the Sun-Sentinel and posted on the City’s website and Demand-Star; and

WHEREAS, three (3) responses were received on July 26, 2021, and evaluated by the City’s Selection Committee (Committee) as follows:

- | | |
|-------------------------------|-------------------|
| 1. Sagaris Corp. | \$199,485.00 |
| 2. Weekly Asphalt Paving, Inc | \$249,767.70 |
| 3. Florida Blacktop Inc. | \$252,716.60; and |

WHEREAS, the Committee recommends the selection of Sagaris Corp as the lowest, most responsive, and responsible 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 an agreement, which agreement is attached as Exhibit “A” and incorporated into this Resolution by this reference, with Sagaris Corp. for the NW First Street Multimodal Enhancements Project in an amount not to exceed One Hundred Ninety-Nine Thousand Four Hundred Eighty-Five Dollars (\$199,485.00).

Section 3. That the adopted budget for this Project includes funding in the amount of Two Hundred Fifty Thousand Dollars (\$250,000.00), the source of which is the Dania Pointe

Developer's Agreement, for traffic calming and beautification improvements along NW 1st Street between Bryan Road and Federal Highway.

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 November 9, 2021.

ATTEST:

THOMAS SCHNEIDER, 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 SAGARIS CORP., A FLORIDA CORPORATION FOR SERVICES RELATED TO THE NW FIRST STREET MULTIMODAL ENHANCEMENTS PROJECT AS DESCRIBED WITHIN THE CITY OF DANIA BEACH INVITATION TO BID (“ITB”) NO. 21-015.

This is an Agreement (“Agreement”) dated _____, 2021, between the City of Dania Beach, Florida, a Florida municipal corporation (“City”), with its principal place of business located at 100 West Dania Beach Boulevard, Dania Beach, Florida 33004 and Sagaris Corp. (“Contractor”), a Florida corporation with its principal mailing address of 3660 NW 126th Avenue, Unit 6, Coral Springs, Florida 33065.

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. This Agreement between the Contractor and the City under the City of Dania Beach Invitation to Bid (“ITB”) No. 21-015 is effective for a period of One Hundred Eighty (180) days after the issuance of Notice to Proceed and is effective only upon execution by all parties. A copy of ITB No. 21-015 and all addendums to it is attached as Exhibit “A” and made a part of and incorporated into this Agreement by this reference and shall be considered as part of this Agreement.
2. The Response to ITB No. 21-015 provided by the Contractor is attached as Exhibit “B” and is incorporated into this Agreement by this reference.
1. That in all other respects, the terms of Exhibit “A” apply to this Agreement.

IN WITNESS OF THE FOREGOING, the parties have set their hand and seal the day and year first written above.

ATTEST:

**CITY OF DANIA BEACH, FLORIDA,
a Florida municipal corporation**

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS

THOMAS J. ANSBRO
CITY ATTORNEY

ANA M. GARCIA, ICMA-CM
CITY MANAGER

WITNESSES:

Signature

PRINT Name

Signature

PRINT Name

CONTRACTOR:
SAGARIS CORP.
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 Sagaris Corp., a Florida corporation. He/she is personally known to me or has produced _____ as identification.

My Commission Expires:

Notary Public, State of Florida

Print Name :

CITY OF DANIA BEACH, FLORIDA



NORTHWEST FIRST STREET MULTIMODAL ENHANCEMENTS

CITY INVITATION TO BID (“ITB.”) NO. 21-015

Prepared by:

City of Dania Beach, Florida
100 W. Dania Beach Boulevard
Dania Beach, Florida 33004

June 25, 2021

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CITY OF DANIA BEACH, FLORIDA

**INVITATION TO BID FOR
“NORTHWEST FIRST STREET MULTIMODAL ENHANCMENTS”
ITB 21-015**

NOTICE TO BIDDERS

NOTICE IS GIVEN that the City of Dania Beach, Florida (the “City” or “Owner”) will be accepting sealed Bids for its **“Northwest First Street Multimodal Enhancements”**.

Bids will be accepted on DemandStar or by email to the Procurement Administrator at procurement@daniabeachfl.gov until July 26, 2021. Bids received after this time will be rejected.

All submissions will remain confidential and exempt from public record disclosure requirements until the response opening is conducted.

PROJECT DOCUMENTS

Documents may be obtained from www.demandstar.com or from the City Website at www.daniabeachfl.gov.

MANDATORY PRE-BID CONFERENCE

A MANDATORY Pre-bid conference will be held on Wednesday, July 7, 2021 at 9:00 A.M. EDT using RingCentral meeting software. All Bidders and interested persons are required to attend the meeting, which will outline the Project as described in the Bid, and provide an opportunity for questions and answers for all interested persons. Any interpretations, clarifications or additional information not disclosed in this Bid and determined to be necessary by the Owner in response to questions, will be issued by means of addendum or addenda, which addendum or addenda will be posted to the City website, www.daniabeachfl.gov, and www.demandstar.com, for all interested persons identified by the Owner as having received the

Bid Documents. The Bidder is required to check these sites to see if there has been any addendum or addenda posted for this Bid. Only questions answered and information supplied by means of such addendum or addenda will be considered as binding. Oral interpretations, clarifications or other information will have no legal and binding effect. Bids from those who have failed to attend will not be opened. Bidders arriving past the indicated time will not be eligible to submit a Bid. For information and instructions on joining this conference, please contact the Procurement Administrator at procurement@daniabeachfl.gov.

Interested proposers may join this meeting by using this link:

<https://meetings.ringcentral.com/j/1457354641>

BID DOCUMENTS

Bids must be submitted electronically via email to procurement@daniabeachfl.gov or on DemandStar, the City's designated electronic bidding system. All bid document files must be clearly labeled "**Northwest First Street Multimodal Enhancements, ITB 21-015**".

All bid prices shall be guaranteed firm for a minimum of sixty (60) calendar days after the submission of the bid. No bidder may withdraw a bid within sixty (60) calendar days after the bid opening date.

Pursuant to Florida law, all Bids are exempt public records until thirty (30) days after opening, or award of bid, whichever is sooner. In the event presentations are necessary, all non-presenting bidders will be required to exit the room during the presentations of each of the other bidders as portions of selection committee meetings at which presentations are made are exempt from Florida's public meeting laws.

A certified check, cashier's check, bank officer's check, or bid bond for Ten Thousand Dollars (\$10,000.00), made payable to the City of Dania Beach shall accompany each proposal.

Bids will be publicly opened and read aloud at 1:00 P. M., on the Bid due date referenced above using RingCentral meeting software, in the presence of the City Clerk or designee on the above stated date. Award of a contract will be made at a subsequent City Commission meeting

All bidders are advised that the City has not authorized the use of the City seal by individuals or entities responding to City bids. Bidders shall demonstrate successful performance of projects of a similar magnitude, scope and value as this project.

The City Commission of the City of Dania Beach reserves the right to reject any and all bids, to waive any informality in a bid and to make an award in the best interests of the City, as Owner.

CITY OF DANIA BEACH, FLORIDA

Published on: June 25, 2021

**NORTHWEST FIRST STREET MULTIMODAL ENHANCEMENTS
ITB 21-015**

LIST OF DRAWINGS

(POSTED ON CITY WEBSITE AND DEMANDSTAR)

<u>DRAWING NO.</u>	<u>DRAWING</u>
---------------------------	-----------------------

SECTION 1 - INTRODUCTION AND INFORMATION

1.1 SCOPE

1.1.1 The City of Dania Beach, Florida (the “City” or “Owner”), is actively seeking bids from qualified Contractors (the “Contractor”), for a project known as the “**Northwest First Street Multimodal Enhancements**”. The project consists of crosswalk installation, signing and pavement markings.

1.1.2 By submitting a bid, the Bidder acknowledges that he, she, or it is familiar with the scope of services prior to submitting a bid. Failure of a Bidder to be familiar with the requirements of the Project Work does not relieve the Contractor of the responsibility for completion of all required services for the Project.

1.1.3 It shall also be the Bidder's responsibility to visit the proposed Project Site to become thoroughly familiar with the nature and extent of the Work to be performed and all local existing site conditions, and to make his or her own estimate of the facilities and difficulties attending the execution of the Work; no allowance shall be made by the Owner for the Bidder's failure to do so.

1.1.4 Bids will be considered if submitted by qualified Contractors who or which have experience, including similar previous work in the provision of the requested services. Contractors offering full service will receive the highest consideration.

1.1.5 Applicants must submit bids electronically either via email to procurement@daniabeachfl.gov or on demandstar.com and include the following items in the submitted Bid:

- Letter of Transmittal;
- a. Anticipated time line to begin delivery of services;
- b. A breakdown of the costs for the delivery of services described above.
- c. Résumés of key personnel who will actually be assigned to the Project Work and a description of the role of each person within the company.
- d. **NOTE:** The City expects those personnel listed to be those who will be actually performing the Project Work. Substitutions (Contractors only) will be permitted only upon written approval of the City’s representative or designee who is in charge of the Project.
- e. A list of five (5) similar projects performed in South Florida (see the form to be used which is included as Exhibit “A”, “Bidder Qualifications”; it is made a part of and is incorporated into the ITB by this reference) and it includes the following information:
 - 1) Name of each entity for which the work was performed;
 - 2) Brief description of the scope of work;
 - 3) Amount of initial contract award; and
 - 4) Name of contact person and contact information with the entity who can knowledgeably discuss your company’s performance.
- f. Indication that the Contractor can provide increased levels of service (additional hours) at the same cost per hour; and
- g. Any other information that the Contractor feels is relevant to assist the City in evaluating Contractor’s qualifications.
- h. The City intends to award an agreement to the lowest, responsive, responsible

Bidder for the requested services specified in the ITB, taking into consideration experience, staffing, equipment, materials, references and past performance. The City reserves the right to reject any and all bids, to waive any informality in a bid and to make an award in the best interests of the City. In case of disputes in the award of the agreement, the decision of the City shall be final and binding on both parties.

- i. If the Bidder to whom or to which an award is made fails to enter into an agreement, the award may be annulled and the agreement offered to the next most qualified Bidder or to the Bidder which offered the next lowest, responsive and responsible bid in the opinion of the City. **THE CONTRACTOR AND ANY SUBCONTRACTOR(S) SHALL NOT COMMENCE WORK ON THE PROJECT UNTIL AN AGREEMENT HAS BEEN FULLY EXECUTED BY BOTH PARTIES.**

SECTION 2 - NO BIDS

If a Bidder does not intend to bid, please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason. Failure to bid prior to the date and time scheduled for the bid opening may result in the Bidder being deleted from the City's bidders' registration list for the services requested in the Invitation to Bid.

SECTION 3 - CAUSES FOR REJECTION OF A BID

3.1 No bid will be considered or accepted that, in the opinion of the City, is informal or unbalanced, or contains inadequate or unreasonable prices for any items; each item must carry its own proportion of the cost as nearly as is practicable. However, the City shall be under no obligation to investigate the correctness of any bid, and the Bidder by signing the bid shall be deemed to have verified that no errors appear in the bid as submitted. Any alterations, erasures, interlineations or failures of a bid to contain all items called for in the ITB may result in rejection of the bid.

3.2 If any Bidder violates any provision in the ITB, such Bidder may be disqualified from performing the Project Work, or from furnishing the requested services for which the bid was submitted, and the Bidder may be further disqualified from bidding on any future bids for work, for goods, or for services for the City.

3.3 The Bidder shall complete the "**Bid Form**", which is attached as Exhibit "B"; it is made a part of and is incorporated into the ITB by this reference.

SECTION 4 - INTERPRETATION AND CLARIFICATION OF BIDDING DOCUMENTS

4.1 All questions requiring interpretation or clarification of the bidding documents shall be made in writing and shall be delivered to the City (and its Consultant, if applicable) at least ten (10) business days prior to the date for the receipt of Bids. No questions shall be answered during the five (5) business days prior to the date of the opening of the Bids.

4.2 For information pertaining to this ITB, email the Procurement Administrator at procurement@daniabeachfl.gov. Such contact shall be for clarification purposes only. Material changes, if any, to the scope of services or Proposal procedures will be transmitted only by written addendum.

4.3 Interpretations or modifications of the bidding documents made in any manner other than Addendum or Addenda issued by the City shall not be binding and shall have no effect.

4.4 The Bidder, prior to submitting a bid, shall ascertain that it has received any Addendum or Addenda issued by the City for this Project, and that shall be acknowledged in writing by an authorized representative.

4.5 Costs for those matters not questioned and not addressed in an Addendum or Addenda, shall be the responsibility of the Bidder, and Bidder shall be responsible to include such costs within the submitted Bid.

4.6 Bidders shall use the Bid Document Forms furnished in the ITB and, as part of the submitted bid, MUST return Exhibits labeled “A”, “B”, “E”, “F”, “H”, “I”, “J”, “K”, “L”, “M”, “N”, “O”. Bid Base Amounts shall be furnished in both words and numerals, and in case of a discrepancy between the two, the amount written in words shall govern.

4.7 In the event of a mathematical error in the extension of any unit price, or addition of total price, the unit price shall prevail.

4.8 Insurance Coverage: Bidders who are responding to the Invitation to Bid (“ITB”) **MUST** comply with all of the insurance requirements specified in Section 27 (“Insurance Requirements”) of the Bid Documents and the Agreement upon award to the successful Bidder.

SECTION 5 - GENERAL CONDITIONS

5.1 Purpose: The purpose of the Invitation to Bid is to establish between the City and the Contractor an agreement to perform the project work, crosswalk installation, signing and pavement markings according to the specifications outlined in this ITB and in compliance with standards of the Florida Department of Transportation (FDOT). The successful Bidder shall provide a Performance Bond for One Hundred Ten percent (110%) of the contract price made payable to the City of Dania Beach, Florida, within fourteen (14) days of notification of the award of the agreement. A copy of the Performance Bond form is attached as Exhibit “C”; it is made a part of and is incorporated into the ITB by this reference.

5.2 Documentation: Bidder shall submit in its bid the following:

- a. Evidence that the Bidder is certified and licensed to perform the required services in the State of Florida. The successful Bidder must be in compliance with all applicable laws and regulations;
- b. A statement stating the number of years the Contractor has been a qualified provider of the requested services; and
- c. A complete Bidder's Questionnaire form which is attached as Exhibit "E"; it is made a part of and is incorporated into the ITB by this reference.

5.3 Bidder Expenses: Bidders are solely responsible for their own expenses in preparing and submitting Bids, and for any meetings, negotiations or discussions with the City or its representatives and consultants, relating to or arising from this ITB. The City and its representatives, agents, consultants and advisors shall not be liable to any Bidder for any claims, whether for costs, expenses, losses or damages, or loss of anticipated profits, or for any other matter whatsoever, incurred by any Bidder in preparing and submitting a Bid, or participating in negotiations for a contract, or any other activity related to or arising out of this ITB.

5.4 No Contract: By submitting a Bid and participating in the process as outlined in this ITB, Bidders expressly agree that no contract of any kind is formed under or arises from this ITB prior to the complete signing by both parties of a formal written contract.

Conflict of Interest: Bidders shall disclose any potential conflicts of interest and existing business relationships they may have with the City. If requested by the City, a Bidder should provide all pertinent information regarding ownership of the entity within forty-eight (48) hours of the City's request.

5.5 General Conditions: The agreement to be awarded will be subject to the provisions of the United States Constitution, Florida laws, statutes and ordinances of the United States of America, the State of Florida, Broward County and the City of Dania Beach.

SECTION 6 - SPECIAL CONDITIONS

6.1 Any and all Special Conditions contained in the ITB that may be in variance or conflict with the General Conditions shall have precedence over the General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety.

6.2 The Notice of Invitation to Bid, Bidder's Questionnaire, Specifications, Exhibits, Addendum or Addenda, the legal advertisement of the ITB and any other pertinent documents form a part of the ITB, and ultimately, the agreement; all of the documents are made a part of and are incorporated into the ITB and the awarded agreement.

SECTION 7 - PUBLIC ENTITY CRIMES STATEMENT

A person or affiliate who, or which has been placed on the State of Florida convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, subcontractor or consultant under an agreement with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 F. S. for CATEGORY TWO, which is \$35,000.00, for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. A form to that effect, as mentioned above, must be submitted by the Bidder. A copy of the Sworn Statement on Public Entities Crimes is attached as Exhibit "F"; a copy is made a part of and is incorporated into the ITB by this reference.

SECTION 8 – PRICES, TERMS ARE TO BE FIRM

8.1 The Bidder warrants by virtue of its Bid that the prices, terms and conditions contained in the ITB shall be firm for a period of no less than sixty (60) calendar days from the date of the bid opening.

8.2 The bid prices shall include all permit fees, royalties, license fees, taxes and other costs arising from the use of the materials and equipment in any way involved in the Project Work, as well as all costs of packaging, transporting and delivery of any materials and equipment to the designated location within the City, and the site cleanup. If the Project exceeds a cost of \$50,000.00, the agreement is subject to the City's Prevailing Wages' Ordinance, Code of Ordinances; a copy is attached as Exhibit "G" and it is made a part of and is incorporated into the ITB by this reference.

8.3 The City may require the addition or deletion of services from the Contractor if the requirements and needs of the City change, in City's sole opinion. This may entail additional services and additional locations. The Contractor shall provide the City with costs for these additional services and additional locations or both, based upon the cost structure utilized in establishing the pricing for listed locations in initially contracted areas. Deletion of locations, services, or both shall be handled in the same manner as described above. If the costs offered are not acceptable to the City, the City reserves the right to procure the additional services from one or more other Contractors.

SECTION 9 - BID SECURITY

9.1 Bid Security: Simultaneously with the delivery of an executed Bid to the Owner, the Bidder shall furnish to the Owner a Bid Security in the amount of Ten Thousand Dollars (\$10,000.00) as security for the faithful execution of an Agreement with the Owner in the event of a bid award by the City Commission.

9.2 Bid security may be in the form of a cashier's check payable to the City of Dania Beach and drawn on a Florida bank, or a Bid Bond (see Exhibit "K") issued by a surety meeting the qualifications stated in these Instructions to Bidders. Bonds shall be submitted on the forms provided by the Owner. Bonds shall be returned subsequent to award of the Agreement by the City Commission and execution by the successful Bidder and the appropriate City officials. If the Bidder fails to submit the required executed agreement within fourteen (14) calendar days after an award, the Bidder agrees that the City may retain the bid security deposit as the City's liquidated damages.

9.3 Failure of the successful Bidder to execute an Agreement, to furnish Performance and Payment Bonds when required, and to furnish Certificates of Insurance in the minimum amounts specified in the Bid shall be just cause for the rescission of the agreement award and the retention of the Bid Security deposit by the Owner. Such retention shall be considered not as a penalty, but as liquidation of the claims of the Owner for damages it sustained, which are not otherwise readily ascertainable. Award may then be made to the next ranked Bidder, or all Bids may be rejected.

SECTION 10 - PROTECTION OF PROPERTY

10.1 The successful Bidder shall at all times guard against damage or loss to City property or property of other persons, vendors or Contractors and shall be responsible for replacing or repairing any such damage or loss. The Contractor will be required to report any such damages immediately to the City's representative in charge of the Project.

10.2 The City reserves the right to repair any damages created by the Contractor and to deduct the appropriate amount from any payment due to the Contractor. In all cases, the decision of the City is final.

SECTION 11 - TRASH

Contractor shall be responsible for the daily removal of trash and debris from the Project work sites and upon completion of the Project Work.

SECTION 12 - INSTRUCTIONS TO BIDDERS

12.1 Form Documents: The bid and its accompanying statements must be made on the forms provided in the ITB. The forms must be submitted in good order and with all the blanks completed. The bid must be signed by a representative of the Bidder duly authorized to do so, and, in the case the bid is signed by a deputy or subordinate, the principal's written authority to do so must accompany the bid.

12.2 Taxes: Bidders should not include taxes in prices in the ITB. The City is exempt from any taxes related to the requested services, which may otherwise be imposed by the state or federal government. An exemption certificate will be supplied upon request.

SECTION 13 - RETENTION OF RECORDS AND RIGHT TO ACCESS

The successful Bidder shall preserve and make available all financial records, supporting documents, statistical records, and any other documents pertinent to the agreement for a period of three (3) years after termination or conclusion of the agreement, or if an audit has been initiated and audit findings have not been resolved at the end of these three (3) years, the records shall be retained by the City until resolution of audit finding.

SECTION 14 - NON-COLLUSION STATEMENT

By submitting a bid, the Bidder affirms that the bid is without previous understanding, agreement, or connection with any person, business, or corporation and that the bid is in all respects fair, and made without collusion or fraud. The Non-Collusion Affidavit form must be executed by the Bidder; a copy of the form is attached as Exhibit “H”; it is made a part of and is incorporated into the ITB by this reference.

SECTION 15 - MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS

The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to provide these items, and feels that the technical specifications are overly restrictive, the Bidder must notify the City of Dania Beach in writing immediately. Such notification must be received by the City prior to the deadline contained in the ITB, for questions of a material nature, at least ten (10) calendar days prior to the bid opening date. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to the Bidder.

SECTION 16 - PUBLIC RECORDS

16.1 Bid Submissions Shall Become City Property: All submissions become the property of the City and will not be returned to the Bidder. The City will hold all submissions in confidence unless otherwise required by law.

16.2 Contractor’s Obligations: Bidders should be aware the City is a “public body” as defined in Florida Statutes, Section 119.011(2) and that it is subject to Florida Statutes, Section 119.0701(2) (a), and the related provisions of the Florida Public Records Law. If awarded this project, the following will apply:

16.2.1 Documents to Be City Property: Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with the contract are and shall remain the property of the City.

16.2.2 Maintenance of Records: Bidder agrees to keep and maintain public records in Bidder’s possession or control in connection with Bidder’s performance under the contract. Bidder additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Bidder shall ensure that public records that are exempt or confidential and exempt from public

records disclosure requirements are not disclosed, except as authorized by law, for the duration of the contract, and following completion of the contract until the records are transferred to the City.

16.2.3 Response to Public Records Requests: Upon request from the City custodian of public records, Bidder shall provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.

16.2.4 Delivery of Records: Upon completion of the contract or in the event of termination by either party, any and all public records relating to the contract in the possession of the Bidder shall be delivered by the Bidder to the City Manager, at no cost to the City, within seven (7) days. All such records stored electronically by Bidder shall be delivered to the City in a format that is compatible with the City's information technology systems. Once the public records have been delivered upon completion or termination of the contract, the Bidder shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

Any compensation due to Bidder shall be withheld until all records are received as provided in this ITB.

16.2.5 Failure to Comply: Bidder's failure or refusal to comply with the provisions of this section shall result in the immediate termination of the contract by the City.

16.3 Florida Public Records Law: Pursuant to Section 119.0701(2) (a), Florida Statutes:

IF THE BIDDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE BIDDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, THE BIDDER MUST CONTACT THE CITY CUSTODIAN OF PUBLIC RECORDS.

Custodian of Records:

Thomas Schneider, City Clerk

Mailing Address:

100 W. Dania Beach Boulevard

Dania Beach, Florida 33004

Telephone number:

954-924-6800, Ext. 3623

Email:

tschneider@daniabeachfl.gov

SECTION 17 - SUCCESSORS AND ASSIGNS

The City and Contractor, respectively, will bind themselves, their partners, successors, assigns and legal representatives to the agreement. Neither party to the agreement shall assign or subcontract it or any portion of it, without the advance written consent of the other.

SECTION 18 - QUALIFICATION OF BIDDERS

18.1 Bidders' Qualifications: The Bidder shall complete the Bidders' Qualifications Form (Exhibit "A") attached, along with any other evidence of satisfactory experience and ability to perform the proposed Work. The failure of Bidder to demonstrate successful performance of projects of a similar magnitude, scope and value as this project may be deemed to be grounds for declaring the Bidder to be non-responsible.

18.2 Certified Financial Statement: If requested by the Owner, the Bidder shall submit a certified financial statement, prepared within thirty (30) days of submission of the bid, indicating current financial resources, liabilities, capital equipment, and financial history performance.

18.3 Disqualification: A Bidder shall be disqualified and its unopened Bid shall be rejected by the City for any one or more of the following reasons:

- a. Reason to believe that collusion exists among the Bidders.
- b. The Bidder is or has been involved directly or indirectly in litigation or arbitration against the Owner within the past ten (10) years.
- c. The Bidder has defaulted on any previous contract with the Owner within the past ten (10) years or is in arrears on an existing contract.
- d. The submittal of more than one Bid from an individual, firm, partnership, corporation or association under the same or different names. All such parties shall be disqualified.
- e. Untimely bids shall be automatically and absolutely disqualified and returned unopened. Excuses for the untimely submittal shall not be accepted. The time of bid receipt documented by the City Clerk's office shall determine the timeliness of the Bid.

18.4 Non-responsible Bidder: A Bidder may be determined by the Owner to be "non-responsible" once Bids are opened, and a Bid may be rejected for any one or more of (but not limited to) the following reasons:

- a. Determination of a lack of competency as may be revealed by qualification statements, financial statements, experience records or other information disclosed to Owner by other sources.
- b. The Bidder's uncompleted or pending workload on other projects, which in the judgment of the Owner may cause detrimental impact on timely completion of the Work.
- c. The appearance of an unbalanced Bid, as determined by the Owner.
- d. If the Bidder makes one or more false statements or provides false information in connection with any portion of the bidding documents.
- e. If the Bidder fails to demonstrate successful performance and completion of projects of a similar magnitude, scope or value as this project.

18.5 Non-responsive Bidder: A Bidder may be deemed to be non-responsive and a Bid may be rejected for any of, but not limited to, the following reasons:

- a. If the Bidder fails to submit a complete Bid, including but not limited to, submitting evidence of all insurance coverages required by the Bid and the Contract Documents.

- b. If the Bidder fails in any way to abide by any of the provisions of the Contract Documents.

SECTION 19 - CONTRACTOR'S RELATION TO THE CITY

It is expressly agreed upon and understood that the Contractor will be in all respects an independent contractor as to the Project Work, and that the Contractor is in no respect an agent or employee of the City. The agreement will specify the Project Work to be done by the Contractor, but the method to be employed to accomplish the work shall be the responsibility of the Contractor, unless otherwise provided in writing in the agreement. Contractor and its employees are not entitled to any of the benefits that the City provides for City employees.

SECTION 20 - EMPLOYEES OF THE CONTRACTOR

20.1 Contractors shall only designate employees who are sufficiently skilled to provide the required services specified in the ITB. Any person employed to provide the services who fails, refuses or neglects to obey the instructions of the City's representative in anything relating to these services, or who appears to be disorderly, insubordinate, or incompetent shall upon the order of City's representative, be immediately relieved by the Contractor from the Project Work. Any interference with, or any abusive or threatening conduct toward any City representative, its assistants or inspectors by the Contractor, its employees or agents, or any member of the public shall be grounds for the City to terminate the agreement and re-let the work. The Contractor shall furnish all labor, materials, supplies and equipment necessary to properly maintain all Project Work areas in an acceptable and safe condition.

20.2 Contractor agrees that it and its officers shall be held fully responsible, except as otherwise prohibited by law, for all acts of their employees while in their employ.

SECTION 21 - AVAILABILITY OF FUNDS

The obligations of the City under the awarded agreement will be subject to the availability of funds.

SECTION 22 - LICENSES, PERMITS, AND FEES

In accordance with the Public Bid Disclosure Act, Section 218.80, Florida Statutes, each license, permit, or fee a Contractor will have to pay the City before or during the work, items or services to be provided or the percentage method or unit method of all licenses, permits, and fees required by the City and payable to the City by virtue of the work, items, or services as part of the agreement are as follows:

- a. Contractor shall have and maintain during the term of the agreement any and all appropriate City licenses, fees (and business tax receipts, if applicable), which shall be paid in full in accordance with the City's fee structure for such items. **THERE WILL NOT BE ANY PERCENTAGE REDUCTION OR WAIVING OF CITY LICENSES, FEES (OR BUSINESS TAX RECEIPTS, IF APPLICABLE).**

- b. During the performance of the agreement, there may be times when the Contractor will be required to obtain a permit for such work, or in connection with the items or services. It is the responsibility of the Contractor to ensure that it has the appropriate permits as may become necessary during the performance of the work. Any fees related to the required permits in connection with the agreement will be the sole responsibility of the Contractor.
- c. Licenses, permits, and fees may be required by Broward County, the state of Florida or the federal government.

SECTION 23 - TERMINATION OF AGREEMENT

If the successful Bidder who or which is awarded the contract fails to provide the services, or shall in any other manner commit a breach of the agreement and fails to remedy the same within five (5) calendar days after receipt of written notice from the City, the City may terminate the agreement resulting from the ITB without any further notice to the Contractor. City representatives will review the construction services periodically to assure that the requirements of the agreement are being met. If any work is unsatisfactory, the Contractor shall be contacted, and the discrepancies corrected at no additional cost to the City. If deficiencies are not corrected within five (5) working days, the City may, at its option, perform the required services or contract to have them performed and deduct the cost of those services from the agreement cost.

SECTION 24 - TERMINATION OF AGREEMENT FOR CAUSE

If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under the agreement, or if the Contractor shall violate any of the provisions of the agreement, the City may upon written notice to the Contractor, terminate the right of the Contractor to proceed under the agreement, or as to such part or parts of the agreement for which there has been a default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such default and termination, any completed services performed by the Contractor under the agreement shall, at the option of the City become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of set-off until such time as the amount of damages due to the City from the Contractor can be determined. The City reserves the right to terminate the agreement upon thirty (30) calendar days' written notice, without cause.

SECTION 25 - INDEMNIFICATION AND HOLD HARMLESS PROVISIONS

25.1 The selected Contractor shall, in addition to any other obligation to indemnify the City and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the City, including its agents, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), or costs arising out of any actual or alleged:

- a. bodily injury, sickness, disease or death, or injury to or destruction of tangible property, including the loss of use resulting therefrom, or any other damage or loss

- arising out of or resulting or claimed to have resulted in whole or in part from any actual or alleged act or omission of the Contractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in the performance of the work;
- b. any violation of law, statute, ordinance, governmental administrative order, rule, regulation, or infringement of patent rights by Contractor in the performance of the work;
 - c. liens, claims, actions made by the Contractor or other party performing the work; and
 - d. claims of whatsoever nature related to collection practices or any actions of a contradictory nature pursuant to the Agreement or in an attempt to collect monies due or claimed to be due to the City.

25.2 Indemnification for Construction Contracts. In the event that the performance of services under the Contract is deemed to be a “construction contract” pursuant to §725.06, Florida Statutes, as it may be amended from time to time, the following indemnification shall apply:

To the fullest extent permitted by Chapter 725, Florida Statutes, as it may be amended, the Contractor agrees to indemnify and hold harmless the Owner, its officers, employees, and assigns from liabilities, damages, losses, and costs including, but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentionally wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of the provisions in the Contract Documents.

SECTION 26 - INSURANCE REQUIREMENTS

26.1 Insurance Required Before Commencement of Work: The Contractor shall not commence Work under the Agreement until Contractor has obtained all insurance required under this Section, and not until such time that the coverages are approved by the Risk Manager of the City. The Contractor shall not allow any employee of Contractor or any Subcontractor to commence Work on any subcontract until the Subcontractor and all Coverages required of any Subcontractor have been obtained and approved by the Risk Manager of the City. In addition, Contractor shall be responsible for any and all policy deductibles and self-insured retentions.

26.2 Insurance Requirements: Coverages shall be in force until all Work required to be performed under the terms of the Agreement, including any applicable warranty period, is satisfactorily completed as evidenced by the formal written acceptance by the City. In the event insurance certificates provided to City indicate that the insurance shall terminate and lapse during the period of the Agreement, including any applicable warranty period, then in that event, the Contractor shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed Certificate of Insurance as proof that equal and like coverages for the balance of the period of the Agreement, including any extension of it, and including any applicable warranty period, is in effect. **THE CONTRACTOR AND ANY SUBCONTRACTOR SHALL NOT PERFORM OR CONTINUE WORK PURSUANT TO THE AGREEMENT, UNLESS ALL COVERAGES REMAIN IN FULL FORCE AND EFFECT. ANY DELAY IN THE WORK CAUSED BY A LAPSE IN COVERAGE**

SHALL BE NON-EXCUSABLE, SHALL NOT BE GROUNDS FOR A TIME EXTENSION, AND WILL BE SUBJECT TO ANY OTHER APPLICABLE PROVISIONS DESCRIBED IN THE AGREEMENT OR ELSEWHERE IN THE BID DOCUMENTS CONCERNING CONTRACTOR DELAY.

26.3 Required Minimum Coverages: The below coverages are minimum limit requirements. Umbrella or Excess Liability policies are acceptable to provide the total required liability limits, as long as the Risk Manager of the City reviews and approves in writing the insurance limits on each of the policies. The City must approve any changes to these specifications and has the right to review and amend coverage requirements. The CONTRACTOR shall be held responsible for any modifications, deviations, or omissions in these insurance requirements. CONTRACTOR shall be responsible for any deductible amounts.

26.4 GENERAL LIABILITY INSURANCE is to include bodily injury, broad form property damage, products/completed operations, blanket contractual liability, and personal/advertising injury with limits of no less than One Million Dollars (\$1,000,000.00) per occurrence, and Two Million Dollars (\$2,000,000.00) annual aggregate.

26.5 SPECIAL PROVISIONS AS TO GENERAL LIABILITY INSURANCE (to be confirmed on or attached to the Official Certificate of Insurance):

- a. Annual Aggregate shall apply “Per Job”;
- b. “The City of Dania Beach, Florida” is added as a named “Additional Insured”;
- c. Additional Insured status is included for Products completed operations coverage for a period of no less than five (5) years following the completion of the Work or Project;
- d. Additional insured coverage shall be no more restrictive than Insurance Services Office (ISO) form CG 2037 (07 04);
- e. Contractor’s insurance shall be primary and non-contributory;
- f. Waiver of Subrogation in favor of the City;
- g. 30 Days’ Notice of Cancellation or modification to City (if not available on the insurance policies, then Contractor has responsibility for notification); and
- h. Copy of Additional Insured Endorsement or other endorsements may be attached to the Certificate.

26.6 WORKERS’ COMPENSATION INSURANCE shall be maintained by Contractor and any subcontractors during the life of the Agreement, including any applicable warranty period(s), and it is to apply to all “statutory employees” of Contractor (as that phrase is defined by Chapter 440, Florida Statutes), in compliance with the “Workers’ Compensation Law” of the State of Florida and all applicable federal laws, for the benefit of the Contractor, its employees, and Subcontractors.

26.7 In the case any work is sublet as otherwise addressed in the Agreement or Bid Documents, the Contractor shall require any Subcontractors similarly to provide Workers’ Compensation Insurance for all of the latter’s employees, in addition to any coverage afforded by the Contractor,

by furnishing Statutory Limits Part A, and no less than One Million Dollars (\$1,000,000.00) Employers' Liability Limits Part B.

26.8 IN NO EVENT SHALL THE CONTRACTOR BE PERMITTED TO UTILIZE IN THE PROSECUTION OF THE WORK, THE FOLLOWING:

- A) ANY EMPLOYEE, SUBCONTRACTOR OR SUBCONTRACTOR EMPLOYEE WHO IS EXEMPTED OR PURPORTED TO BE EXEMPT FROM WORKERS' COMPENSATION INSURANCE COVERAGE; OR**
- B) ANY EMPLOYEE, SUBCONTRACTOR OR SUBCONTRACTOR EMPLOYEES WHO WILL BE COVERED BY AN EMPLOYEE LEASING ARRANGEMENT.**

26.9 SPECIAL PROVISIONS AS TO WORKERS' COMPENSATION INSURANCE (to be confirmed on or attached to the Official Certificate of Insurance) :

- A) 30 Days' Notice of Cancellation or Modification to City (if not available on the insurance policies, then Contractor has responsibility for notification); and
- B) Waiver of Subrogation.

26.10 AUTOMOBILE LIABILITY INSURANCE shall be maintained with combined single limits of no less than One Million Dollars (\$1,000,000.00), to include coverage for owned, hired, and non-owned vehicles.

26.11 SPECIAL PROVISIONS AS TO AUTOMOBILE LIABILITY INSURANCE (to be confirmed on or attached to the Official Certificate of Insurance):

- A) "The City of Dania Beach" is added as a named "Additional Insured";
- B) 30 Days' Notice of Cancellation or modification to City (if not available on the insurance policies, then Contractor has responsibility for notification); and
- C) Waiver of Subrogation.

26.12 Proof of Insurance: The following are requirements that must be met regarding the Bidder's delivery of Certificates of Insurance for all coverages required in the Agreement and Bid Documents:

26.12.1 "Preliminary" certificate means that certificates of insurance verifying all general insurance requirements (as noted below) must be included with ar Bid submittal on the date and time of the Bid opening. If the "preliminary" certificates are not included with a Bid submittal, then the City has the right to consider the submitted Bid as non-responsive on the date and time of the Bid opening. "Preliminary" Certificates may be issued without documentation of all "Special Provisions". However, Contractor does understand that all provisions, including "Special Provisions" noted below are expected to be fully documented on or attached to the "Official" Certificates of Insurance as described below.

26.12.2 “Official” Certificates of Insurance must be delivered to the City Clerk’s office and Risk Manager of the City. If the “Official” certificates are not delivered before or on the fourteenth (14th) Business Day after the issuance by the City of the “Notice of Apparent Low Bidder”, then the City has the right to consider the awarded Agreement to the successful Bidder as void and to negotiate a contract with the next lowest responsive and responsible Bidder. “Special Provisions”, as referenced below under each type of insurance requirement shall be fully confirmed on or attached to the “Official” certificates.

26.12.3 All Certificates of Insurance must clearly identify the contract to which they pertain, including a brief description of the subject matter of the contract. The certificates shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty (30) days’ prior written notice has been given to City. If this coverage is not provided, then Contractor is responsible for such notice to City. Insurance policies for required coverages shall be issued by companies authorized to do business under the laws of the State of Florida and any such companies’ financial ratings must be no less than A-VII in the latest edition of the “BEST’S KEY RATING GUIDE”, published by A.M. Best Guide. In the event that the insurance carrier’s rating shall drop, the insurance carrier shall immediately notify the City in writing.

SECTION 27 – SAFETY

27.1 The successful Bidder shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Project Work. The successful Bidder shall comply with the rules and regulations of the Florida Department of Commerce regarding industrial safety (Florida Statutes, Section 440.56) and with the standards set forth in the federal Occupational Safety and Health Act of 1970 (OSHA), and its amendments.

27.2 Bidder, by submitting a bid, certifies that all materials and equipment to be supplied for the Project will meet all federal and state requirements, including but not limited to, the Occupational Safety and Health Act (OSHA).

SECTION 28 - WARRANTY

The Contractor shall warrant to the City that materials and equipment furnished under the agreement will be of good quality and new unless otherwise required or permitted by the Contract Documents; that the Work will be free from defects, and that the Work will conform to the terms and conditions of the agreement. Work not conforming to those terms and conditions, including substitutions not properly approved and authorized may be considered defective. The Contractor's warranty may exclude damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient City maintenance, improper operation, or normal wear and tear under normal usage. The Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. All manufacturers’ product warranties shall be registered in the City’s name and for its sole benefit.

SECTION 29 - RESPONSIBLE BIDDER

No bid will be accepted from, nor will any agreement be awarded to, any person or entity

who or which is in arrears to the City of Dania Beach upon any debt or agreement, who or which is in default as surety or otherwise upon any obligation to the City, who is deemed irresponsible or unreliable by the City, or who or which has been found guilty or convicted of a Public Entity crime in any federal or state trial court of record.

SECTION 30 - CONTRACTOR'S FINANCIAL/EXPERIENCE RECORD

The City shall have the right to investigate the financial condition and experience record of the Bidder, and determine to its satisfaction the competency of the Bidder to undertake the requested services in the ITB.

SECTION 31 - SCRUTINIZED COMPANIES

Contractor shall certify that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2018), and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City's option if Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2018), as may be amended or revised, or been placed on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2018), as may be amended or revised, or is engaged in a boycott of Israel.

SECTION 32 - VERIFICATION OF EMPLOYMENT ELIGIBILITY

Consultant represents that Consultant and each Sub-consultant has registered with and uses the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this Agreement will not violate that statute. If Consultant violates this section, Municipality may immediately terminate this Agreement for cause and Consultant shall be liable for all costs incurred by Municipality due to the termination

SECTION 33 - BILLING PROCEDURE

The preferred method for invoices is to send via email to ap@daniabeachfl.gov. A copy may also be mailed to City Hall.

City of Dania Beach Finance Department
Attn: Accounts Payable
100 West Dania Beach Boulevard
Dania Beach, Florida 33004

with a copy to:

City of Dania Beach Public Services Department
Attn: Fernando Rodriguez
1201 Stirling Road
Dania Beach, Florida 33004

The City will pay to the Contractor for the faithful performance of the Contract, in lawful

money of the United States, and subject to adjustments as provided in the Contract Documents, the amounts equal to the sum of the unit, lump sum price or both established for each separately identified work item, times the estimated quantity of that item, as indicated in the Schedule of Prices.

As provided in the Bid, the quantities entered in the Schedule of Prices for each item of work is an estimate only and the final Contract amount and the total payment made to the Contractor will be based on the actual number of units of each work item incorporated in the Work of the Contract. It is understood that the unit prices quoted or established for work items will be used for computing the amount to be paid to the Contractor, based on the quantities actually constructed as determined by the applicable measurement and payment portion of the Specifications.

SECTION 34 - BID PROTEST PROCEDURE

34.1 After a Notice of Intent to Award a contract is posted, any actual or prospective Bidder claiming to be aggrieved in connection with the pending award of the Contract or any element of the process leading to the award of the Contract may protest to the City Manager. A protest must be filed by 5:00 PM on the third (3rd) Business Day after posting at City Hall of the Notice of Award (excluding the day that the Notice is posted) or any right to protest is waived. The protest must be in writing, must identify the name and address of the protester, and must include a factual summary of, and the basis for, the protest. Filing shall be considered complete when the protest and a Bid Protest Bond are timely received by the City Manager's Office.

34.2 A Bid Protest Bond shall accompany the written protest, to compensate City for the expenses of administering the protest. If the protest is decided in the protester's favor, the entire deposit shall be returned to the protester. If the protest is not decided in the protester's favor, the deposit shall be retained by the City. The deposit shall be in the form of a cashier's check, and shall be the one percent (1%) of the amount of the pending award to the initial successful Bidder or five thousand (\$5,000.00) dollars, whichever is less.

34.3 The Protest Committee shall have the authority to review, settle, and resolve all protests. Members of the Protest Committee will be appointed by the City Manager. If the Protest Committee determines that the pending award of a contract or any element of the process leading to the award involved a significant violation of law, applicable rule or regulation, all steps necessary and proper to correct the violation shall be taken. If the Protest Committee determines that the protest has merit, the City Manager shall direct that all appropriate steps are to be taken to remedy it.

34.4 In the event of a timely protest, the City Manager shall stay the award of the Contract unless, after consulting with the City Attorney and a representative from the City's Department for which the services are being obtained, the City Manager determines that the award of the Contract without delay is necessary to protect the substantial interests of the City. The continuation of the bid award process under these circumstances shall not preempt or otherwise affect the protest.

SECTION 35 - LITIGATION

35.1 In addition to any other provision of this ITB, the City may, in its absolute discretion, reject a Bid if the Bidder, or any officer or director of the Bidder submitting the Bid, is or has been engaged directly or indirectly in legal action against the City, its elected or appointed officers, representatives or employees in relation to any matter.

35.2 In determining whether or not to reject a Bid under this section, the City will consider whether the litigation is likely to affect the Bidder's ability to work with the City, its consultants and representatives and whether the City's experience with the Bidder indicates that there is a risk that the City will incur increased staff and legal costs in the administration of the contract if it is awarded to the Bidder.

35.3 A contract with the successful Bidder will include the following:

GOVERNING LAW; CONSENT TO JURISDICTION. The law of the State of Florida shall govern the contract. The contract is not subject to arbitration. **THE PARTIES EXPRESSLY WAIVE ALL RIGHTS TO TRIAL BY JURY FOR ANY DISPUTES ARISING FROM, OR IN ANY WAY CONNECTED WITH THIS AGREEMENT. THE PARTIES UNDERSTAND AND AGREE THAT THIS WAIVER IS A MATERIAL CONTRACT TERM.**

35.4 All claims, counterclaims, disputes and other matters in question between City and the Contractor arising out of, relating to or pertaining to the Contract, the breach of it, the services of it, or the standard of performance required in it, are to be addressed by resort to non-binding mediation as authorized under the laws and rules of Florida; provided, however, that in the event of any dispute between the parties, the parties agree to first negotiate with each other for a resolution of the matter or matters in dispute and, upon failure of such negotiations to resolve the dispute, the parties shall resort to mediation. If mediation is unsuccessful, any such matter may be determined by litigation in a court of competent jurisdiction in Broward County, Florida, or the Federal District Court of the Southern District of Florida and appropriate appellate courts for such venue and jurisdiction. If City or Contractor incurs any expense in enforcing the terms of the Contractor, whether suit is brought or not, each party shall bear its own costs and expenses including, but not limited to, court costs and reasonable attorney fees.

SECTION 36 - CONTRACT AWARD AND EXECUTION

36.1 Bid Opening and Evaluation: The City will publicly open and announce all bids it receives by total amount in accordance with the terms of the advertisement. The City will verify all bidders have properly submitted and executed all required bid documents and forms; review all bids for accuracy; prepare a tabulation of the bids showing the item details and total bid for all responsible bids; check for conformance of all bids to the engineer's estimate; evaluate unbalanced bid items; confirm the bid tabulations; and provide a recommendation for award of bid or recommendation for re-advertisement, if appropriate, to the City Commission.

36.2 Rejection of Bids: The City may reject bids in the following circumstances:

- (a) where the low bid differs from the engineer's estimate by an unreasonable amount (reasonable conformance pursuant to 23 CFR 635.114(c))
- (b) where obvious unbalancing of unit prices has occurred, or
- (c) where competition is considered to be inadequate relative to the size, type, and location of the project.

36.3 Prohibition of Negotiations with Contractors or Bidders: Negotiations with contractors are not permitted during the advertisement, award, or execution period of the contracting process.

36.4 Contract Award and Execution: The City will enter into a contract with the lowest priced and the most responsive and responsible bidder. If the City is unable to come to terms with the lowest priced and the most responsive and responsible bidder, the City shall initiate the award process with the next lower priced most responsive and responsible bidder, and so on, until a contract is executed.

The City is under no obligation to accept any Bid submitted. The City reserves the right in its sole discretion to waive informalities in, or, at any time in the process and to reject any or all Bids at any time.

All costs incurred in the preparation and presentation of any Bid shall be wholly absorbed by the Bidder. All supporting documentation and manuals submitted with any Bid will become the property of the City of Dania Beach unless otherwise requested by the Bidder at the time of submission.

SECTION 37 – CONE OF SILENCE

37.1 Cone of Silence: Definitions: “Cone of Silence,” as used in this ITB, means a prohibition on any communication regarding a particular Request for Proposal (“RFP”), Request for Qualification (“RFQ”) or Invitation to Bid (“ITB”), between:

a potential vendor, service provider, Bidder, bidder, lobbyist, or consultant, and:

a City Commission member, City’s professional staff including, but not limited to, the City Manager and her staff, or any member of the City’s Selection Committee.

Restriction; Notice: A Cone of Silence shall be imposed upon this ITB upon the advertisement of the ITB. At the time of imposition of the Cone of Silence, the City Manager or designee shall provide for public notice of the Cone of Silence by posting a notice at City Hall. The City Manager shall issue a written notice as to the Cone of Silence to the affected departments, file a copy of such notice with the City Clerk, with a copy to each City Commissioner, and shall include in any public solicitation for goods or services a statement disclosing the requirements of this section.

Termination of Cone of Silence: The Cone of Silence shall terminate at the beginning of the City Commission meeting (whether a regular or special meeting) at which the City Manager makes a written recommendation of award to the City Commission. However, if the City

Commission refers the City Manager's recommendation back to the City Manager or staff for further review, the Cone of Silence shall be re-imposed until such time as the City Manager makes a subsequent written recommendation.

Exceptions to Applicability: The provisions of this section shall not apply to:

- a. Oral communications at pre-bid conferences;
- b. Oral presentations before the Selection Committee;
- c. Public presentations made to the City Commission members during any duly noticed public meeting;
- d. Communications in writing at any time with any City employee, unless specifically prohibited by the ITB. The Bidder shall file a copy of any written communication with the City Clerk. The City Clerk shall make copies available to any person upon request;
- e. Communications regarding the ITB between a potential vendor, service provider, Bidder, lobbyist or consultant and the City's Procurement and Contract Services Agent or City employee designated as responsible for administering the procurement process for the ITB, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document;
- f. Communications with the City Attorney and his staff;
- g. Duly noticed site visits to determine the competency of a Bidder regarding the ITB during the time period between the opening of Bids and the time the City Manager makes a written recommendation;
- h. Any emergency procurement of goods or services pursuant to City Code;
- i. Responses to the City's request for clarification or additional information;
- j. Contract negotiations during any duly noticed public meeting;
- k. Communications to enable City staff to seek and obtain industry comment or perform market research, provided all related communications between a potential vendor, service provider, Bidder, lobbyist, or consultant and any member of the City's professional staff including, but not limited to, the City Manager and his staff are in writing or are made at a duly noticed public meeting.

Penalties: Violation of this section by a particular Bidder shall render any ITB award or contract to the Bidder voidable by the City Commission or City Manager. Any person who

violates a provision of this section may be prohibited from serving on a City selection or evaluation committee. In addition to any other penalty provided in this ITB, violation of any provision of this section by a City employee may subject the employee to disciplinary action. Please contact the City Attorney for any questions concerning "Cone of Silence" compliance.

SECTION 38 - ADDITIONAL GENERAL CONDITIONS

38.1 Liquidated Damages:

Liquidated Damages will be assessed as stated in the contract for each non-compliant day that any requirements listed in this section are not met.

38.1.1 Staging of Material in Right-Of-Way:

Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment. Staging area shall be fenced and screened from public sight. Contractor shall not store material within a right of way without prior approval by the City. Material shall be properly secured and screened neatly and will not remain on right of way for more than a week. All structures and equipment must be stored in a designated staging area.

38.1.2 Site Restoration:

38.1.2.1 Contractor shall remove all excess material and shall clean up and restore the site to its original condition or better. All damage, as a result of work under this Contract, done to existing structures, pavement, driveways, paved areas, curbs and gutters, sidewalks, shrubbery, grass, trees, fences, walls, utility poles, utility pipe lines, conduits, drains, catch basins, flagstones, rocked graveled or stabilized areas or driveways, and including all obstructions not specifically named in this provision, shall be repaired, or replaced, as determined by the Engineer. Site restoration shall be done in a timely manner as the work progresses. Site restoration work shall be completed on private property within 30 days after being disturbed.

38.1.3 Access:

Contractor shall provide one lane open to through-traffic for each section of construction in each direction at all times unless a complete road closure is required. The Contractor shall make every effort to provide access to driveways at the end of the working day. If a driveway is not accessible, homeowners should have access to a neighboring swale area for temporary parking. When vehicular access to homes is not possible for parking of vehicles, an area for parking shall be provided within one block of the furthest home affected. This condition is to be avoided whenever possible and not last more than three (3) days. Vehicular access must be provided by the end of each business working day. The parking area location shall be coordinated by the Contractor, with the City's approval." In the event that this option is approved by the City, the Contractor shall notify affected residents at least 48 hours in advance.

38.2 Date of Commencement and Substantial Completion: The Date of Commencement is the date from which the Contract Time is measured, and shall be the date set forth in the NOTICE TO PROCEED as issued by the City. Should the Contractor incur costs prior to the issuance of the NOTICE TO PROCEED, any such costs shall be incurred at the Contractor's risk, and the City shall not reimburse the Contractor for any such costs under any circumstances. Notwithstanding the foregoing, City may reimburse Contractor for actual costs incurred relating to performance and payment bonds and insurance, with submittal of invoices, in the event that City terminates this Contract for convenience, as provided in the General Conditions. If

Contractor fails to commence the Work within one (1) week of the date set forth in the NOTICE TO PROCEED, City may terminate the Contract immediately, without providing an opportunity to cure.

The Contractor shall achieve Substantial Completion not later than ninety (90) calendar days and Final Completion of the entire Work not later One Hundred (100) calendar days, each commencing with the date set forth in the NOTICE TO PROCEED as issued by the City, subject to adjustments of this Contract Time as provided in the Contract Documents.

EXHIBIT "A"

BIDDER QUALIFICATIONS

ITB NO. 21-015

The Bidder, as a result of this Bid, MUST hold a county or municipal business tax receipt in its area of its fixed business location. The following information MUST be completed and submitted with the Bid to be considered:

1. Legal Name and Address:

Name: _____

Address: _____

City, State, Zip: _____ Telephone/Fax: _____

2. Specify type of entity Check One: Corporation () Partnership () Individual ()
Other () _____ SPECIFY

3. If Corporation, state:

Date of Incorporation: _____ State in which Incorporated: _____

4. If an out-of-state Corporation or entity, must be currently authorized to do business in Florida by the Office of the Florida Secretary of State:

5. Name and Title of Principal Officers

Date Elected:

6. The length of time in business: _____ years

7. The length of time (continuous) in business in Florida: _____ years

8. Provide a list of at least five commercial or government references that the successful Bidder has supplied service/commodities meeting the requirements of the City of Dania Beach specifications, within the last five (5) years (see attached).

9. A copy of a county or municipal Business Tax Receipt.

10. SIMILAR PROJECTS WITHIN THE LAST FIVE (5) YEARS

Project Title	Project Title
Address	Address
Owner	Owner
Owner's Telephone Number	Owner's Telephone Number
Contract Value	Contract Value
Percent Complete	Percent Complete
Completion Date	Completion Date
Project Title	Project Title
Address	Address
Owner	Owner
Owner's Telephone Number	Owner's Telephone Number
Contract Value	Contract Value
Percent Complete	Percent Complete
Completion Date	Completion Date

Project Title

Address

Owner

Owner's Telephone Number

Contract Value

Percent Complete Completion Date

Project Title

Address

Owner

Owner's Telephone Number

Contract Value

Percent Complete Completion Date

Project Title

Address

Owner

Owner's Telephone Number

Contract Value

Percent Complete Completion Date

Project Title

Address

Owner

Owner's Telephone Number

Contract Value

Percent Complete Completion Date

Project Title

Project Title

Address

Address

Owner

Owner

Owner's Telephone Number

Owner's Telephone Number

Contract Value

Contract Value

Percent Complete

Completion Date

Percent Complete

Completion Date

11. Have you ever failed to complete any work awarded to you?
Yes No If yes, attach a separate sheet of explanation.
12. Within the last five years, has any officer or partner of your organization ever been an officer or partner of another organization that failed to complete an Agreement?
Yes No If yes, attach a separate sheet of explanation.
13. Within the last five years, have you ever had a performance, payment or bid bond called?
Yes No If yes, attach a separate sheet of explanation.
14. Have you, any officer or partner of your organization, or the organization been involved in any litigation or arbitration against the City?
Yes No If yes, attach a separate sheet of explanation.
15. Within the last five years, have you, any officer or partner of your organization, or the organization or parent company or its subsidiaries been involved in any litigation or arbitration against any other Florida public entity?
Yes No If yes, attach a separate sheet of explanation.
16. Within the last five years, have you, any officer or partner of your organization, or the organization or parent company or its subsidiaries been involved in any litigation or arbitration against any private entity for an amount greater than \$100,000?
Yes No If yes, attach a separate sheet of explanation.

17. Has your organization or any of its partners, officers, or key personnel, or its subsidiaries or parent company been charged or indicted for any criminal activity within the last five years?
Yes No If yes, attach a separate sheet of explanation.

18. Has your organization or any of its partners, officers, or key personnel, or its subsidiaries or parent company been convicted or fined for any criminal activity within the last five years?
Yes No If yes, attach a separate sheet of explanation.

19. Within the last five years, have you, any officer or partner of your organization, or the organization been investigated by any local, state, or federal law enforcement agency, criminal justice agency or inspector general office?
Yes No If yes, attach a separate sheet of explanation.

20. Within the last five years, have you, any officer or partner of your organization, or the organization communicated with any local, state, or federal law enforcement agency, criminal justice agency or inspector general office relating to goods or services provided or performed for any governmental entity?
Yes No If yes, attach a separate sheet of explanation.

21. Within the last five years, have there been any reports or audits relating to you, any officer or partner of your organization, or the organization issued by any local, state, or federal law enforcement agency, criminal justice agency or inspector general office.
Yes No If yes, attach a separate sheet of explanation.

22. Within the last five years, have you, any officer or partner of your organization, or the organization failed to disclose or made misrepresentations to any governmental entity regarding conflicts of interest or potential or apparent conflicts of interest.
Yes No If yes, attach a separate sheet of explanation

Note: Information requested in the ITB and submitted by the Bidders will be analyzed by the City of Dania Beach and will be a factor considered in awarding any resulting contract. The purpose is to insure that the successful Bidders in the sole opinion of the City of Dania Beach can sufficiently and efficiently perform all the required services in a timely and satisfactory manner as will be required by the subject contract. If there are any terms or conditions that are in conflict, the most stringent requirement shall apply.

END OF BIDDER QUALIFICATIONS

EXHIBIT “B”

SPECIFICATIONS

“The project consists of crosswalk installation, signing and pavement markings.”

Specifications posted on City Webpage and DemandStar

EXHIBIT “C”

PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner, or any other party shall be considered plural where applicable.

CONTRACTOR (name and address):

SURETY (name and principal place of business):

OWNER:

City of Dania Beach, Florida
100 West Dania Beach Boulevard
Dania Beach, Florida 33004

CONSTRUCTION CONTRACT

Date:

Amount:

Date:

Amount:

The project consists of crosswalk installation, signing and pavement markings.

City Bid No. 21-015

BOND

Date (not earlier than
Construction Contract
Date):

Amount:

Modifications to this Bond:

None _____ See Page(s) _____

CONTRACTOR AS PRINCIPAL
(Corporate Seal)

SURETY
(Corporate Seal)

Signature

Name

Title

Signature

Name

Title

(Any additional signatures please include at the end of page 5)

FLORIDA RESIDENT AGENT

Address

Telephone:

Facsimile:

1. **DEFINITIONS**

- (A) **Balance of the Contract Price:** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
 - (B) **Construction Contract:** The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes to them.
 - (C) **Contractor Default:** Failure of the Contractor, which failure has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.
 - (D) **Owner Default:** Failure of the Owner, which failure has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms of it.
2. The Contractor and the Surety, jointly and severally bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated into this document by this reference.
3. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences.
4. If there is no Owner Default, the Surety's obligation under this Bond shall arise after:
- (A) The Owner has notified the Contractor and the Surety at its address described in paragraph ten (10) below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen (15) calendar days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, to subsequently declare a Contractor Default; and
 - (B) The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than twenty (20) calendar days after the Contractor and the Surety have received; and

- (C) The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a Contractor selected to perform the Construction Contract in accordance with the terms of the Contract with the Owner.
5. When the Owner has satisfied the conditions of paragraph 4, the Surety shall promptly and at the Surety's expense take one of the following actions:
- (A) Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or
 - (B) Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or
 - (C) Obtain bids or negotiated Bids from qualified Contractors acceptable to the Owner for a Contract for performance and completion of the Construction Contract, arrange for a Contract to be prepared for execution by the Owner and the Contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified Surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in paragraph six (6) in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or
 - (D) Waive its right to perform and complete, arrange for completion, or obtain a new Contractor acceptable to the Owner and with reasonable promptness under the circumstances:
 - 1. After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or
 - 2. Deny liability in whole or in part and notify the Owner citing reasons therefor.
6. If the Surety does not proceed as provided in paragraph four (4) with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen (15) calendar days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds, on in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.
7. After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the

Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

- (A) The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- (B) Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under paragraph 4; and
- (C) Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

Liquidated Damages

Time is of the essence regarding this Invitation to Bid Construction and the work contemplated hereunder and the City may suffer financial loss and inconvenience if the work is not completed to the satisfaction of the City by the time stipulated in the Contract. Therefore, failure to timely complete the work shall result in the awarded Bidder being subject to liquidated damages, but not as penalty, in the amount of \$1,665.00 per calendar day, as set forth in 23 CFR 635.127, for each and every calendar day the work remains incomplete or the items remain undelivered. As compensation due the City for loss of use and for additional costs incurred by the City due to such non-completion of the work, the City shall have the right to deduct the liquidated damages from any amount due, or that may become due to the awarded Bidder under the Contract, or to invoice the awarded Bidder for such damages if the costs incurred exceed the amount due to the awarded Bidder. The awarded Bidder and the City agree that the amount for liquidated damages is not punitive, and is intended to compensate the City for difficult to quantify losses.

- 8. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators or successors.
- 9. The Surety waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
- 10. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two (2) years after

the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

11. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the first page of this document.
12. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with such statutory or legal requirement shall be deemed deleted from this document and provisions conforming to such statutory or other legal requirement shall be deemed incorporated into it. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

CONTRACTOR AS PRINCIPAL
(Corporate Seal)

Signature

Name

Title

SURETY
(Corporate Seal)

Signature

Name

Title

Dated: _____, 20__

END OF PERFORMANCE BOND

EXHIBIT "D"

PAYMENT BOND

Any singular reference to Contractor, Surety, Owner or any other party shall be considered plural where applicable.

CONTRACTOR (name and address):

SURETY (name and principal place of business):

OWNER:

City of Dania Beach, Florida
100 West Dania Beach Boulevard
Dania Beach, Florida 33004

CONSTRUCTION CONTRACT

Project Name: Northwest First Street Multimodal Enhancements

City's Bid No.: **21-015**

Date: _____ Amount: _____

The work shall generally consist of crosswalk installation, signing and pavement markings.

BOND

Date (not earlier than
Construction Contract

Date): _____

Amount: _____

Modifications to this Bond: None _____

See Page(s) _____

CONTRACTOR AS PRINCIPAL
(Corporate Seal)

SURETY
(Corporate Seal)

Signature

Name

Title

Signature

Name

Title

(Any additional signatures please include at the end of page 5)

FLORIDA RESIDENT AGENT

Address

Telephone

Facsimile

1. **DEFINITIONS**

- (A) **Claimant:** An individual or entity having a direct Contract with the Contractor or with a Subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's Subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.
 - (B) **Construction Contract:** The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes to it.
 - (C) **Owner Default:** Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms of the Contract.
2. The Contractor and the Surety, jointly and severally bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated into this document by this reference.
3. With respect to the Owner, this obligation shall be null and void if the Contractor:
- (A) Promptly makes payment, directly or indirectly, for all sums due Claimants, and
 - (B) Defends, indemnifies and holds harmless the Owner, its elected officials, employees, agents and Consultant from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for the payment for labor, materials or equipment furnished for use in the performance of the Work, pursuant to the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.
4. With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.
5. The Surety shall have no obligation to Claimants under this Bond until:
- (A) Claimants who are employed by or have a direct Contract with the Contractor have given notice to the Surety (at the address described in paragraph 13) and sent a copy of the notice to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
 - (B) Claimants who do not have a direct Contract with the Contractor:
 - 1. Have furnished written notice to the Contractor and sent a copy, or notice of it, to the Owner, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of

- the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
2. Have either received a rejection in whole or in part from the Contractor, or not received within thirty (30) days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and
 3. Not having been paid within the above thirty (30) days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice of it, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.
6. If a notice required by paragraph four (4) is given by the Owner to the Contractor, or to the Surety, that is sufficient compliance.
 7. When the Claimant has satisfied the conditions of paragraph 4, the Surety shall promptly and, at the Surety's expense, take the following actions:
 - (A) Send an answer to the Claimant, with a copy to the Owner, within forty-five (45) days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
 - (B) Pay or arrange for payment of any undisputed amounts.
 8. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
 9. Amounts owed by the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
 10. The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
 11. The Surety waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
 12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work, part of the work is located, or after the expiration of one (1) year from the date: 1) on which the Claimant gave the required notice; or 2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of one (1) or two (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

13. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with the statutory or legal requirement shall be deemed deleted from this Bond and provisions conforming to such statutory or other legal requirement shall be deemed incorporated into this Bond. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
15. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL
(Corporate Seal)

SURETY
(Corporate Seal)

Signature

Signature

Name

Name

Title

Title

Dated: _____, 20__

END OF PAYMENT BOND

EXHIBIT “E”

BIDDER’S QUESTIONNAIRE

The undersigned guarantees the truth and accuracy of all statements and answers contained below:

1. How many years has your organization been in business? _____
2. List below (or on an attached sheet, if necessary) the names, addresses and telephone numbers of organizations, governmental, private or both located in Broward, Miami-Dade or Palm Beach Counties, for which you are now, or have within the past five (5) years, provided services similar to that called for in the Invitation to Bid.

3. List below (or on an attached sheet, if necessary) all pertinent information and data that would indicate the ability of your organization and management personnel to perform satisfactorily.

4. Have you personally completed a plan for performance of the work?

5. Have you ever failed to complete work awarded to you? If so, when, where and why?

6. What equipment do you own that is available for work?

7. Has your company ever been debarred or held in default in Broward, Miami-Dade, or Palm Beach Counties or elsewhere by any other governmental entity? _____

8. How many employees (Contractors only) will be assigned to perform the services?_____
9. How many supervisors will be assigned to perform the services?_____
10. Will personnel be part of a regular crew assigned to perform the services?
Yes_____ No_____
11. Will you be able to provide service for emergency situations? Yes_____ No_____
If so, how much notice is required? _____
12. What equipment do you own that is available to complete the Project?

Please attach copies of any licenses, awards, certificates, etc., that you may have.

**EVERY PIECE OF EQUIPMENT MUST HAVE ORIGINAL FACTORY GUARDS
AND SHIELDS INSTALLED AND FUNCTIONING AT THE TIME OF WORK.**

END OF BIDDER'S QUESTIONNAIRE

EXHIBIT “F”

Sworn Statement Under Section §287.133(3)(a), Florida Statutes on Public Entity Crimes

(This form must be signed in the presence of a Notary Public or other officer authorized to administer oaths.)

1. This sworn statement is submitted with Invitation to Bid No. 21-015

2. This sworn statement is submitted by: _____
(name of entity submitting sworn statement)
- its business address is: _____

Federal Identification Number
(FEIN) is:

(if applicable)

Social Security Number:

(if the entity has no FEIN, include the Social Security Number
of the individual signing this sworn statement)

3. My name is: _____
(PRINT NAME of individual signing this document)

and my relationship to the entity is: _____
(President, General Partner, etc. as applicable)

4. I understand that a "public entity crime" as defined in Section 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in Section 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere (also known as “No Contest”).

6. I understand that an "affiliate" as defined in Section 287.133(1)(a), Florida Statutes, means:
- (a) A predecessor or successor of a person or a corporation convicted of a public entity crime; or
 - (b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima-facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a "person" as defined in Section 287.133(1)(e), Florida Statutes, means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding agreement and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement which that I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies):

_____ Neither the entity submitting the sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989 and

(Please now indicate which additional statement below applies):

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order)

_____ The person or affiliate was placed on the convicted list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Florida Department of General Services)

SIGNATURE (of person whose name
first appears above)

Date

STATE OF FLORIDA)

COUNTY OF _____)

Sworn to and subscribed before me on _____, 2021, by
_____, as _____ of
_____, a _____ corporation/partnership, on behalf of
the corporation/partnership who (check one) ☐ is personally known to me or ☐ has produced
_____ as identification.

Signature of Notary Public

PRINTED Name of Notary

My commission expires:

EXHIBIT “G”
PREVAILING WAGE ORDINANCE

The following Ordinance is applicable to the Agreement:

CITY OF DANIA BEACH PREVAILING WAGES ORDINANCE,
SECTION 8-141, CITY CODE OF ORDINANCES

Sec. 8-141. Rate of wages, fringe benefits on City construction contracts.

(a) ***Establishment of minimum wages.*** Every construction contract in excess of Fifty Thousand Dollars (\$50,000.00) to which Dania Beach is a party shall include a provision that the rate of wages and fringe benefits, or cash equivalent, for all laborers, mechanics and apprentices and similar jobs (i.e., non-office), listed by the department of labor, employment standards administration, wage and hour division and employed by any Contractor or subcontractor on the work covered by the contract shall not be less than the prevailing rate of wages and fringe benefit payments or cash equivalent for similar skills or classifications of work as established by the general wage determinations issued under the Davis-Bacon and Related Acts, U.S. Department of Labor, Employment Standards Administration, Wage and Hour Division, for Broward County, Florida.

(b) ***Implementation of the department of labor general wage determinations.*** The prevailing wage rate and fringe benefit payments to be used in the implementation of this section shall be those last published by the U.S. Department of Labor as noticed in the federal register and reported in the general wage determinations issued under the Davis-Bacon and Related Acts prior to the date of issuance of specifications by Dania Beach in connection with its invitation for bids.

(c) ***Notice requirement.*** On the date an employee commences work on a construction contract to which this section applies, the Contractor shall be required to post a notice in a prominent place at the work site stating the requirements of this section.

(d) ***Preemption by federal funding.*** When construction contracts involve federal funding or are otherwise subject to the provisions of the Davis-Bacon Act (40 U.S.C. 276(a)), this section shall not apply; and the minimum wages to be paid the various classes of laborers, mechanics and apprentices shall be based upon the wages determined by the secretary of labor in accordance with the Davis-Bacon Act (40 U.S.C. 276(a)).

(e) ***Exceptions.*** The provisions of this section shall not apply to any existing contract or construction project in which a notice for bids or Invitation to Bid has been advertised in the public media prior to the effective date of this section or to any developer agreement whereby Dania Beach is requiring the construction of certain improvements including, but not limited to, road construction, as condition of the issuance of a development permit or to any construction project performed by Dania Beach utilizing its own employees.

(Ord. No. 23-98, § 1, 12-8-98)

EXHIBIT “H”

NON-COLLUSION AFFIDAVIT

The undersigned Bidder has not divulged to, discussed, or compared his/her/its Bid with any other Bidders and has not colluded with any other Bidder or parties to the Bid whatsoever.

Name of City Project: “Northwest First Street Multimodal Enhancements”
City’s Invitation to Bid No.: 21-015

Name of Bidder

SIGNATURE of Bidder or Authorized
Agent of Bidder

PRINT Name of Bidder or Authorized
Agent of Bidder

Title

_____, 2021.

Date

STATE OF FLORIDA)
) ss:
COUNTY OF _____)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared ☐ physical presence or ☐ online notarization, on _____ as _____, of _____, an organization authorized to do business in the State of Florida, and acknowledged and executed the foregoing statement as the proper official of _____ for the use and purposes mentioned in it and affixed the official seal of the entity, and that the instrument is the act and deed of that entity. He/she is personally known to me or has produced _____ as identification.

Signature of Notary Public

PRINTED Name of Notary

My commission expires:

EXHIBIT “I”
INDEPENDENCE AFFIDAVIT

The undersigned individual, being duly sworn, deposes and says that:

I am _____ of _____, the Bidder that has submitted the attached Bid;

I hereby certify to the best of my knowledge that neither I nor any of those persons residing in my household have or have had during the past five years, any relationships (professional, financial, familial or otherwise) with the City (or any of its districts), its elected or appointed officials, its employees or agents, or any member or alternate member of the Selection Committee.

A “relationship” for the purpose of this affidavit shall include but not be limited to employer/employee, consultant, contractor, subcontractor, associate, officer, partnership, joint venture, ownership greater than one percent, landlord/tenant, or creditor/debtor, gift donor/recipient (in excess of \$100.00), past or on-going personal relationships, or joint involvement with charitable/voluntary activities. **Relationship includes having a prior or current contract with the City.**

Except as set forth below, I hereby certify to the best of my knowledge that neither I nor any of those persons residing in my household have received any promise of compensation, remuneration, gift, discount, or other gratuity in exchange for my Bid.

I understand and agree that I shall give the City written notice of any other relationships (as defined above) that I enter into with the City (or any of its districts), its elected or appointed officials, its employees or agents, or any member or alternate member of the Selection Committee during the period of the Agreement.

I set forth below any exceptions to the aforementioned (if none, write “None”):

Signature (Blue ink only)

Print Name

Title

EXHIBIT I – (CONTINUED)

Date

STATE OF FLORIDA

COUNTY OF _____

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared ☐ physical presence or ☐ online notarization, on _____ as _____, of _____, an organization authorized to do business in the State of Florida, and acknowledged and executed the foregoing statement as the proper official of _____ for the use and purposes mentioned in it and affixed the official seal of the entity, and that the instrument is the act and deed of that entity. He/she is personally known to me or has produced _____ as identification.

Notary Public

PRINT Name of Notary Public

My commission expires:

EXHIBIT “J”

REFERENCES

Bidder shall provide a minimum of three references.

Name of company: _____

Address: _____

Telephone number: _____

Email address: _____

Principal contact person(s): _____

Year contract initiated and terminated: _____

Name of company: _____

Address: _____

Telephone number: _____

Email address: _____

Principal contact person(s): _____

Year contract initiated and terminated: _____

Name of company: _____

Address: _____

Telephone number: _____

Email address: _____

Principal contact person(s): _____

Year contract initiated and terminated: _____

EXHIBIT "K"

BID BOND

BIDDER

Name

Address

FLORIDA RESIDENT AGENT

Name

Address

Phone Fax

SURETY

Name

Address

OWNER

City of Dania Beach, Florida
100 West Dania Beach Boulevard
Dania Beach, Florida 33004
Telephone: (954) 924-6800
Facsimile: (954) 921-2604

PROJECT: Northwest First Street Multimodal Enhancements
ITB No. 21-015

_____	_____	_____	\$_____
Bid Due Date	Bond Number	Bond Date	Penal Sum

IN WITNESS OF THE FOREGOING, Surety and Bidder, intending to be legally bound, subject to the terms included in this section, do each cause this Bid Bond to be duly executed on its behalf by its respective, authorized officer, agent, or representative.

IDENTITY OF BIDDER

Corporate Name and Seal
(or other Full Legal Name)

Signature

Printed Name and Title

Attest

Attest

**IDENTITY OF SURETY
(Attach Power of Attorney)**

Corporate Name and Seal
(or other Full Legal Name)

Signature

Printed Name and Title

Attest

Attest

The above addresses shall be used for giving of required notices. Any singular reference to Bidder, Surety, Florida Resident Agent, Owner or other party shall be considered a plural where applicable.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to City upon default of Bidder, the penal sum set forth on the face of this Bond. In no event shall Bidder's and Surety's obligation exceed the penal sum set forth on the face of this Bond.
2. Default of Bidder shall occur upon the failure of the Bidder to deliver within the time required by the Bid and Contract Documents (or any extension of time agreed to in writing by City) a fully executed Agreement, Insurance Agent Statement, all certificates of insurance, and any Performance and Payment Bonds.
3. This obligation shall be null and void if:
 - 31 City accepts Bidder's bid and Bidder delivers within the time required by the bidding and contract documents (or any extension of time agreed to in writing by City) the executed Agreement, the Insurance Agent Statement, and the Performance and Payment Bonds, or
 - 32 All bids are rejected by City, or
 - 33 City fails to issue a Notice of Award to Bidder within the time specified in the ITB documents (or any extension of time agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph five (5) below).
4. Payment under the Bid Security Bond will be due and payable upon default by Bidder and within thirty (30) calendar days after receipt by Bidder, and Surety of written notice of default from City's City Clerk, which notice will be given with reasonable promptness, identifying the Bid; Security Bond and the Project, including a statement of the amount due.
5. Surety waives notice of any and all defenses based on, or arising out of, any time extension to issue a Notice of Award agreed to in writing by City and Bidder, provided that the total time for issuing the Notice of Award, including extensions shall not in the aggregate exceed One Hundred Twenty (120) days from the ITB due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to thirty (30) calendar days after the notice of default required in paragraph four (4) above is received by Bid and Surety, and in no case later than one (1) year after bid due date.
7. Any suit or action under this Bond shall be commenced only in a Florida court of competent jurisdiction. Any award granted shall not be subject to prejudgment interest.
8. Notices required under this Bid Bond shall be in writing and sent to Bid and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney

evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included in it as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of such statute shall govern and the remainder of this Bond that is not in conflict shall continue in full force and effect.

EXHIBIT “L”

BID SECURITY

ATTACH BID BOND HERE

EXHIBIT “M”

ACKNOWLEDGMENT OF ADDENDA

The Bidder acknowledges the receipt of the following addenda issued by the City and incorporated into and made part of the ITB or the Agreement. In the event the Bidder fails to include any such addenda in the table below, submission of this form shall constitute acknowledgment of receipt of all addenda, whether or not received by the Bidder.

ADDENDUM NUMBER	DATE RECEIVED	PRINT NAME	TITLE	SIGNATURE (BLUE INK ONLY)

EXHIBIT “N”

CERTIFICATION TO ACCURACY OF BID

The Bidder, by executing this form, certifies and attests that all forms, affidavits and documents related to the document that it has enclosed in the Bid in support of its Bid are true and accurate. Failure by the Bidder to attest to the truth and accuracy of such forms, affidavits and documents shall result in the Bid being deemed non-responsive and such Bid will not be considered.

By submitting a Bid to do the work, the Bidder certifies that a careful review of the ITB and the Agreement has taken place and that the Bidder is fully informed and understands the requirements of the ITB and the expected Agreement and the quality and quantity of services to be performed.

The undersigned individual, being duly sworn, deposes and says that:

- A. He/She is _____ of _____, the Bidder that has submitted the attached Bid;
- B. He/She is fully informed respecting the preparation and contents of the attached Bid and of all forms, affidavits and documents submitted in support of such Bid;
- C. All forms, affidavits and documents submitted in support of this Bid and included in this Bid are true and accurate;
- D. No information that should have been included in such forms, affidavits and documents has been omitted; and
- E. No information that is included in such forms, affidavits or documents is false or misleading.

EXHIBIT “N”

**CERTIFICATION TO ACCURACY OF BID
(continued)**

Signature (Blue ink only)

Print Name

Title

Date

STATE OF FLORIDA
COUNTY OF _____

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared ☐ physical presence or ☐ online notarization, on _____ as _____, of _____, an organization authorized to do business in the State of Florida, and acknowledged and executed the foregoing statement as the proper official of _____ for the use and purposes mentioned in it and affixed the official seal of the entity, and that the instrument is the act and deed of that entity. He/she is personally known to me or has produced _____ as identification.

Notary Public

PRINT Name of Notary Public

My commission expires:

EXHIBIT "O"
DRUG-FREE WORKPLACE CERTIFICATION FORM

Whenever two (2) or more bids/Bids, which are equal with respect to price, quality, and service, are received by the CITY OF DANIA BEACH for the procurement of commodities or contractual services, a bid/Bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of controlled substances is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in number(1).
4. In the statement specified in number (1), notify the employees that as a condition for working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction on or plea of guilty or no contest to any violation of Chapter 893, Florida Statutes or of any controlled substance law of the United States or any singular state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

This Certification is submitted by _____ the
(Title) (Bidder Name)
_____ of _____
(PRINT Name of Authorized Agent)

who does certify that said Company has implemented a drug-free workplace program, which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

SIGNATURE

DATE

EXHIBIT "A"

BIDDER QUALIFICATIONS

ITB NO. 21-015

The Bidder, as a result of this Bid, MUST hold a county or municipal business tax receipt in its area of its fixed business location. The following information MUST be completed and submitted with the Bid to be considered:

1. Legal Name and Address:

Name: Sagaris Corp

Address: 3660 NW 126th Ave, Unit 6,

City, State, Zip: Coral Springs, FL 33065 Telephone/Fax: 954.688.3407 / Fax 954.688.3407

2. Specify type of entity Check One: Corporation ☒ Partnership () Individual ()
Other () _____ SPECIFY

3. If Corporation, state:
Date of Incorporation: 6/2013 State in which Incorporated: Florida

4. If an out-of-state Corporation or entity, must be currently authorized to do business in Florida by the Office of the Florida Secretary of State:

5. Name and Title of Principal Officers	Date Elected:
<u>Mehrdad Mahmoudi - President</u>	<u>06/20213</u>
_____	_____
_____	_____

6. The length of time in business: 7+ years

7. The length of time (continuous) in business in Florida: 7+ Years years

8. Provide a list of at least five commercial or government references that the successful Bidder has supplied service/commodities meeting the requirements of the City of Dania Beach specifications, within the last five (5) years (see attached).

9. A copy of a county or municipal Business Tax Receipt.

10. SIMILAR PROJECTS WITHIN THE LAST FIVE (5) YEARS

Construct 2019-01 SW 2nd Avenue Streetscape Improvements

Project Title

SW 2nd Avenue

Address

Downtown Development Auth

Owner

954.463.6574

Owner's Telephone Number

\$702K

Contract Value

100%

Percent Complete

Sept 2020

Completion Date

NE 13th Roadway Improvement Project

Project Title

NE 13th Street

Address

City of Fort Lauderdale

Owner

954.829.5226

Owner's Telephone Number

\$1.4mm

Contract Value

100%

Percent Complete

December 2017

Completion Date

P12354 - North Galt Streetscape Improvements

Project Title

NE 33rd Street / NE 32nd Street (Between NE 33rd Ave & N Ocean Dr.)

Address

City of Fort Lauderdale - TAM

Owner

954.828.4699

Owner's Telephone Number

\$1.1m

Contract Value

100%

Percent Complete

February 2021

Completion Date

City Bid No. 19-004 - Multitmodal Enhancements

Project Title

Various Streets in Dania Beach

Address

City of Dania Beach

Owner

954-924-6808 x3618

Owner's Telephone Number

450K

Contract Value

100%

Percent Complete

April 2020

Completion Date

Further References available on request

Project Title

Address

Owner

Owner's Telephone Number

Contract Value

Percent Complete

Completion Date

Project Title

Address

Owner

Owner's Telephone Number

Contract Value

Percent Complete

Completion Date

Project Title

Address

Owner

Owner's Telephone Number

Contract Value

Percent Complete

Completion Date

Project Title

Address

Owner

Owner's Telephone Number

Contract Value

Percent Complete

Completion Date

Project Title

Project Title

Address

Address

Owner

Owner

Owner's Telephone Number

Owner's Telephone Number

Contract Value

Contract Value

Percent Complete

Completion Date

Percent Complete

Completion Date

11. Have you ever failed to complete any work awarded to you?

Yes

☒ No

If yes, attach a separate sheet of explanation.

12. Within the last five years, has any officer or partner of your organization ever been an officer or partner of another organization that failed to complete an Agreement?

Yes

☒ No

If yes, attach a separate sheet of explanation.

13. Within the last five years, have you ever had a performance, payment or bid bond called?

Yes

☒ No

If yes, attach a separate sheet of explanation.

14. Have you, any officer or partner of your organization, or the organization been involved in any litigation or arbitration against the City?

Yes

☒ No

If yes, attach a separate sheet of explanation.

15. Within the last five years, have you, any officer or partner of your organization, or the organization or parent company or its subsidiaries been involved in any litigation or arbitration against any other Florida public entity?

Yes

☒ No

If yes, attach a separate sheet of explanation.

16. Within the last five years, have you, any officer or partner of your organization, or the organization or parent company or its subsidiaries been involved in any litigation or arbitration against any private entity for an amount greater than \$100,000?

Yes

☒ No

If yes, attach a separate sheet of explanation.

17. Has your organization or any of its partners, officers, or key personnel, or its subsidiaries or parent company been charged or indicted for any criminal activity within the last five years?
Yes ☒ No If yes, attach a separate sheet of explanation.

18. Has your organization or any of its partners, officers, or key personnel, or its subsidiaries or parent company been convicted or fined for any criminal activity within the last five years?
Yes ☒ No If yes, attach a separate sheet of explanation.

19. Within the last five years, have you, any officer or partner of your organization, or the organization been investigated by any local, state, or federal law enforcement agency, criminal justice agency or inspector general office?
Yes ☒ No If yes, attach a separate sheet of explanation.

20. Within the last five years, have you, any officer or partner of your organization, or the organization communicated with any local, state, or federal law enforcement agency, criminal justice agency or inspector general office relating to goods or services provided or performed for any governmental entity?
Yes ☒ No If yes, attach a separate sheet of explanation.

21. Within the last five years, have there been any reports or audits relating to you, any officer or partner of your organization, or the organization issued by any local, state, or federal law enforcement agency, criminal justice agency or inspector general office.
Yes ☒ No If yes, attach a separate sheet of explanation.

22. Within the last five years, have you, any officer or partner of your organization, or the organization failed to disclose or made misrepresentations to any governmental entity regarding conflicts of interest or potential or apparent conflicts of interest.
Yes ☒ No If yes, attach a separate sheet of explanation

Note: Information requested in the ITB and submitted by the Bidders will be analyzed by the City of Dania Beach and will be a factor considered in awarding any resulting contract. The purpose is to insure that the successful Bidders in the sole opinion of the City of Dania Beach can sufficiently and efficiently perform all the required services in a timely and satisfactory manner as will be required by the subject contract. If there are any terms or conditions that are in conflict, the most stringent requirement shall apply.

END OF BIDDER QUALIFICATIONS

EXHIBIT “B”

SPECIFICATIONS

“The project consists of crosswalk installation, signing and pavement markings.”

Specifications posted on City Webpage and DemandStar

EXHIBIT “C”

PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner, or any other party shall be considered plural where applicable.

CONTRACTOR (name and address):

SURETY (name and principal place of business):

OWNER:

City of Dania Beach, Florida
100 West Dania Beach Boulevard
Dania Beach, Florida 33004

CONSTRUCTION CONTRACT

Date:	_____
Amount:	_____
Date:	_____
Amount:	_____

The project consists of crosswalk installation, signing and pavement markings.

BOND

Date (not earlier than
Construction Contract
Date):

Amount:

Modifications to this Bond:

None _____ See Page(s) _____

CONTRACTOR AS PRINCIPAL
(Corporate Seal)

SURETY
(Corporate Seal)

Signature

Name

Title

Signature

Name

Title

(Any additional signatures please include at the end of page 5)

FLORIDA RESIDENT AGENT

Address

Telephone:

Facsimile:

1. **DEFINITIONS**

- (A) **Balance of the Contract Price:** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
 - (B) **Construction Contract:** The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes to them.
 - (C) **Contractor Default:** Failure of the Contractor, which failure has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.
 - (D) **Owner Default:** Failure of the Owner, which failure has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms of it.
2. The Contractor and the Surety, jointly and severally bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated into this document by this reference.
3. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences.
4. If there is no Owner Default, the Surety's obligation under this Bond shall arise after:
- (A) The Owner has notified the Contractor and the Surety at its address described in paragraph ten (10) below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen (15) calendar days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, to subsequently declare a Contractor Default; and
 - (B) The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than twenty (20) calendar days after the Contractor and the Surety have received; and

- (C) The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a Contractor selected to perform the Construction Contract in accordance with the terms of the Contract with the Owner.
5. When the Owner has satisfied the conditions of paragraph 4, the Surety shall promptly and at the Surety's expense take one of the following actions:
- (A) Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or
 - (B) Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or
 - (C) Obtain bids or negotiated Bids from qualified Contractors acceptable to the Owner for a Contract for performance and completion of the Construction Contract, arrange for a Contract to be prepared for execution by the Owner and the Contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified Surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in paragraph six (6) in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or
 - (D) Waive its right to perform and complete, arrange for completion, or obtain a new Contractor acceptable to the Owner and with reasonable promptness under the circumstances:
 - 1. After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or
 - 2. Deny liability in whole or in part and notify the Owner citing reasons therefor.
6. If the Surety does not proceed as provided in paragraph four (4) with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen (15) calendar days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds, on in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.
7. After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the

Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

- (A) The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- (B) Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under paragraph 4; and
- (C) Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

Liquidated Damages

Time is of the essence regarding this Invitation to Bid Construction and the work contemplated hereunder and the City may suffer financial loss and inconvenience if the work is not completed to the satisfaction of the City by the time stipulated in the Contract. Therefore, failure to timely complete the work shall result in the awarded Bidder being subject to liquidated damages, but not as penalty, in the amount of \$1,665.00 per calendar day, as set forth in 23 CFR 635.127, for each and every calendar day the work remains incomplete or the items remain undelivered. As compensation due the City for loss of use and for additional costs incurred by the City due to such non-completion of the work, the City shall have the right to deduct the liquidated damages from any amount due, or that may become due to the awarded Bidder under the Contract, or to invoice the awarded Bidder for such damages if the costs incurred exceed the amount due to the awarded Bidder. The awarded Bidder and the City agree that the amount for liquidated damages is not punitive, and is intended to compensate the City for difficult to quantify losses.

- 8. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators or successors.
- 9. The Surety waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
- 10. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two (2) years after

the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

11. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the first page of this document.
12. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with such statutory or legal requirement shall be deemed deleted from this document and provisions conforming to such statutory or other legal requirement shall be deemed incorporated into it. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

CONTRACTOR AS PRINCIPAL
(Corporate Seal)

Signature

Name

Title

SURETY
(Corporate Seal)

Signature

Name

Title

Dated: _____, 20__

END OF PERFORMANCE BOND

EXHIBIT “D”

PAYMENT BOND

Any singular reference to Contractor, Surety, Owner or any other party shall be considered plural where applicable.

CONTRACTOR (name and address):

SURETY (name and principal place of business):

OWNER:

City of Dania Beach, Florida
100 West Dania Beach Boulevard
Dania Beach, Florida 33004

CONSTRUCTION CONTRACT

Project Name: Northwest First Street Multimodal Enhancements

City’s Bid No.: **21-015**

Date: _____ Amount: _____

The work shall generally consist of crosswalk installation, signing and pavement markings.

BOND

Date (not earlier than
Construction Contract
Date): _____
Amount: _____

Modifications to this Bond: None _____
CONTRACTOR AS PRINCIPAL
(Corporate Seal)

See Page(s) _____
SURETY
(Corporate Seal)

Signature

Name

Title

Signature

Name

Title

(Any additional signatures please include at the end of page 5)

FLORIDA RESIDENT AGENT

Address

Telephone

Facsimile

1. **DEFINITIONS**

- (A) **Claimant:** An individual or entity having a direct Contract with the Contractor or with a Subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's Subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.
 - (B) **Construction Contract:** The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes to it.
 - (C) **Owner Default:** Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms of the Contract.
2. The Contractor and the Surety, jointly and severally bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated into this document by this reference.
3. With respect to the Owner, this obligation shall be null and void if the Contractor:
- (A) Promptly makes payment, directly or indirectly, for all sums due Claimants, and
 - (B) Defends, indemnifies and holds harmless the Owner, its elected officials, employees, agents and Consultant from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for the payment for labor, materials or equipment furnished for use in the performance of the Work, pursuant to the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.
4. With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.
5. The Surety shall have no obligation to Claimants under this Bond until:
- (A) Claimants who are employed by or have a direct Contract with the Contractor have given notice to the Surety (at the address described in paragraph 13) and sent a copy of the notice to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
 - (B) Claimants who do not have a direct Contract with the Contractor:
 - 1. Have furnished written notice to the Contractor and sent a copy, or notice of it, to the Owner, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of

- the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
2. Have either received a rejection in whole or in part from the Contractor, or not received within thirty (30) days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and
 3. Not having been paid within the above thirty (30) days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice of it, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.
6. If a notice required by paragraph four (4) is given by the Owner to the Contractor, or to the Surety, that is sufficient compliance.
 7. When the Claimant has satisfied the conditions of paragraph 4, the Surety shall promptly and, at the Surety's expense, take the following actions:
 - (A) Send an answer to the Claimant, with a copy to the Owner, within forty-five (45) days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
 - (B) Pay or arrange for payment of any undisputed amounts.
 8. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
 9. Amounts owed by the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
 10. The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
 11. The Surety waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
 12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work, part of the work is located, or after the expiration of one (1) year from the date: 1) on which the Claimant gave the required notice; or 2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of one (1) or two (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

13. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with the statutory or legal requirement shall be deemed deleted from this Bond and provisions conforming to such statutory or other legal requirement shall be deemed incorporated into this Bond. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
15. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL
(Corporate Seal)

SURETY
(Corporate Seal)

Signature

Signature

Name

Name

Title

Title

Dated: _____, 20__

END OF PAYMENT BOND

EXHIBIT "E"

BIDDER'S QUESTIONNAIRE

The undersigned guarantees the truth and accuracy of all statements and answers contained below:

1. How many years has your organization been in business? 7+
2. List below (or on an attached sheet, if necessary) the names, addresses and telephone numbers of organizations, governmental, private or both located in Broward, Miami-Dade or Palm Beach Counties, for which you are now, or have within the past five (5) years, provided services similar to that called for in the Invitation to Bid.

Please refer to "Similiar Projects" in exhibit A and attached references

3. List below (or on an attached sheet, if necessary) all pertinent information and data that would indicate the ability of your organization and management personnel to perform satisfactorily.

Over 7 years of experience of roadway / streetscape with underground work
in scope sucessfully completed one time and in Budget with various muncipalities and
entities in Broward County

4. Have you personally completed a plan for performance of the work?

Yes

5. Have you ever failed to complete work awarded to you? If so, when, where and why?

No

6. What equipment do you own that is available for work?

Backhoe, Loader, Bobcat, Skidsteer, Compactor, Dump Truck, Pickup Trucks, Roller

7. Has your company ever been debarred or held in default in Broward, Miami-Dade, or Palm Beach Counties or elsewhere by any other governmental entity? NO

8. How many employees (Contractors only) will be assigned to perform the services? 4
9. How many supervisors will be assigned to perform the services? 1
10. Will personnel be part of a regular crew assigned to perform the services?
Yes ☒ No ☐
11. Will you be able to provide service for emergency situations? Yes ☒ No ☐
If so, how much notice is required? 1 HR
12. What equipment do you own that is available to complete the Project?
Backhoe, Loader, Bobcat, Skidsteer, Compactor, Dump Truck, Pickup Trucks, Roller

Please attach copies of any licenses, awards, certificates, etc., that you may have.

EVERY PIECE OF EQUIPMENT MUST HAVE ORIGINAL FACTORY GUARDS AND SHIELDS INSTALLED AND FUNCTIONING AT THE TIME OF WORK.

END OF BIDDER'S QUESTIONNAIRE

EXHIBIT "F"

Sworn Statement Under Section §287.133(3)(a), Florida Statutes on Public Entity Crimes

(This form must be signed in the presence of a Notary Public or other officer authorized to administer oaths.)

1. This sworn statement is submitted with Invitation to Bid No. 20-015.
2. This sworn statement is submitted by: Sagaris Corp / Mehrdad Mahmoudi - President
(name of entity submitting sworn statement)
its business address is: 3660 NW 126th Ave, Unit 6, Coral Springs, FL 33065

Federal Identification Number
(FEIN) is: 38-3907942
(if applicable)

Social Security Number: _____
(if the entity has no FEIN, include the Social Security Number
of the individual signing this sworn statement)

3. My name is: Mehrdad Mahmoudi - President
(PRINT NAME of individual signing this document)

and my relationship to the entity is: President
(President, General Partner, etc. as applicable)
4. I understand that a "public entity crime" as defined in Section 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in Section 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere (also known as "No Contest").

6. I understand that an "affiliate" as defined in Section 287.133(1)(a), Florida Statutes, means:

- (a) A predecessor or successor of a person or a corporation convicted of a public entity crime; or
- (b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima-facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Section 287.133(1)(e), Florida Statutes, means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding agreement and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement which that I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies):

☒ Neither the entity submitting the sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

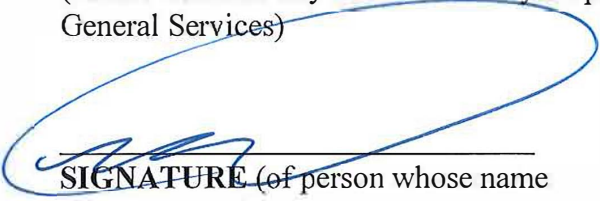
☐ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989 and

(Please now indicate which additional statement below applies):

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order)

_____ The person or affiliate was placed on the convicted list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Florida Department of General Services)



SIGNATURE (of person whose name
first appears above)

7/26/2021

Date

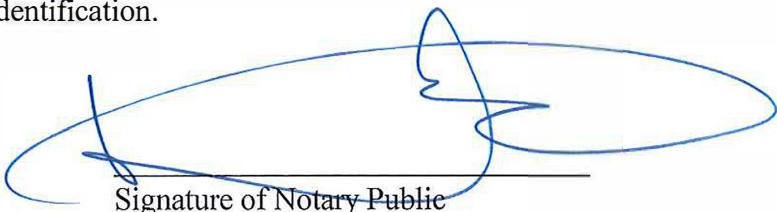
STATE OF FLORIDA)

COUNTY OF Broward)

Sworn to and subscribed before me on JULY 26, 2021, by Mehrdad Mahmoudi, as President of Sagaris Corp, a President corporation/partnership, on behalf of the corporation/partnership who (check one) ☒ is personally known to me or ☐ has produced _____ as identification.



My commission expires:



Signature of Notary Public

PRINTED Name of Notary

EXHIBIT "G"
PREVAILING WAGE ORDINANCE

The following Ordinance is applicable to the Agreement:

CITY OF DANIA BEACH PREVAILING WAGES ORDINANCE,
SECTION 8-141, CITY CODE OF ORDINANCES

Sec. 8-141. Rate of wages, fringe benefits on City construction contracts.

(a) ***Establishment of minimum wages.*** Every construction contract in excess of Fifty Thousand Dollars (\$50,000.00) to which Dania Beach is a party shall include a provision that the rate of wages and fringe benefits, or cash equivalent, for all laborers, mechanics and apprentices and similar jobs (i.e., non-office), listed by the department of labor, employment standards administration, wage and hour division and employed by any Contractor or subcontractor on the work covered by the contract shall not be less than the prevailing rate of wages and fringe benefit payments or cash equivalent for similar skills or classifications of work as established by the general wage determinations issued under the Davis-Bacon and Related Acts, U.S. Department of Labor, Employment Standards Administration, Wage and Hour Division, for Broward County, Florida.

(b) ***Implementation of the department of labor general wage determinations.*** The prevailing wage rate and fringe benefit payments to be used in the implementation of this section shall be those last published by the U.S. Department of Labor as noticed in the federal register and reported in the general wage determinations issued under the Davis-Bacon and Related Acts prior to the date of issuance of specifications by Dania Beach in connection with its invitation for bids.

(c) ***Notice requirement.*** On the date an employee commences work on a construction contract to which this section applies, the Contractor shall be required to post a notice in a prominent place at the work site stating the requirements of this section.

(d) ***Preemption by federal funding.*** When construction contracts involve federal funding or are otherwise subject to the provisions of the Davis-Bacon Act (40 U.S.C. 276(a)), this section shall not apply; and the minimum wages to be paid the various classes of laborers, mechanics and apprentices shall be based upon the wages determined by the secretary of labor in accordance with the Davis-Bacon Act (40 U.S.C. 276(a)).

(e) ***Exceptions.*** The provisions of this section shall not apply to any existing contract or construction project in which a notice for bids or Invitation to Bid has been advertised in the public media prior to the effective date of this section or to any developer agreement whereby Dania Beach is requiring the construction of certain improvements including, but not limited to, road construction, as condition of the issuance of a development permit or to any construction project performed by Dania Beach utilizing its own employees.

(Ord. No. 23-98, § 1, 12-8-98)

EXHIBIT "H"

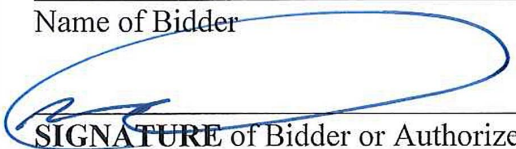
NON-COLLUSION AFFIDAVIT

The undersigned Bidder has not divulged to, discussed, or compared his/her/its Bid with any other Bidders and has not colluded with any other Bidder or parties to the Bid whatsoever.

Name of City Project: "Northwest First Street Multimodal Enhancements"
City's Invitation to Bid No.: 21-015

Sagaris Corp

Name of Bidder


SIGNATURE of Bidder or Authorized
Agent of Bidder

Mehرداد Mahmoudi - President

PRINT Name of Bidder or Authorized
Agent of Bidder

President

Title

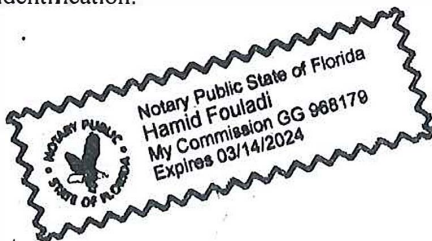
JULY 26, 2021.

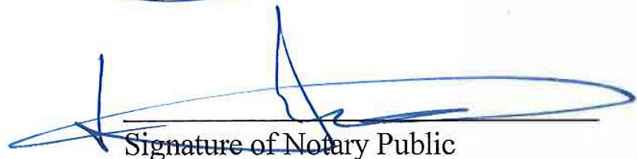
Date

STATE OF FLORIDA)
) ss:
COUNTY OF Broward)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared ☒ physical presence or ☐ online notarization, on JULY 26, 2021 as President, of Sagaris Corp, an organization authorized to do business in the State of Florida, and acknowledged and executed the foregoing statement as the proper

official of Sagaris Corp for the use and ~~purposes mentioned in it~~ and affixed the official seal of the entity, and that the instrument is the act and deed of that entity. He/she is personally known to me or has produced _____ as identification.




Signature of Notary Public

PRINTED Name of Notary

My commission expires:

EXHIBIT "I"
INDEPENDENCE AFFIDAVIT

The undersigned individual, being duly sworn, deposes and says that:

I am Mehrdad Mahmoudi of President, the Bidder that has submitted the attached Bid;

I hereby certify to the best of my knowledge that neither I nor any of those persons residing in my household have or have had during the past five years, any relationships (professional, financial, familial or otherwise) with the City (or any of its districts), its elected or appointed officials, its employees or agents, or any member or alternate member of the Selection Committee.

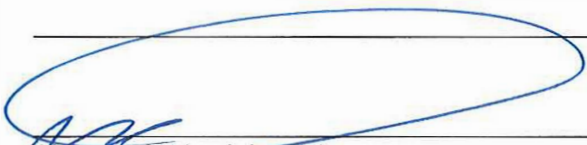
A "relationship" for the purpose of this affidavit shall include but not be limited to employer/employee, consultant, contractor, subcontractor, associate, officer, partnership, joint venture, ownership greater than one percent, landlord/tenant, or creditor/debtor, gift donor/recipient (in excess of \$100.00), past or on-going personal relationships, or joint involvement with charitable/voluntary activities. **Relationship includes having a prior or current contract with the City.**

Except as set forth below, I hereby certify to the best of my knowledge that neither I nor any of those persons residing in my household have received any promise of compensation, remuneration, gift, discount, or other gratuity in exchange for my Bid.

I understand and agree that I shall give the City written notice of any other relationships (as defined above) that I enter into with the City (or any of its districts), its elected or appointed officials, its employees or agents, or any member or alternate member of the Selection Committee during the period of the Agreement.

I set forth below any exceptions to the aforementioned (if none, write "None"):

None



Signature (Blue ink only)

Mehrdad Mahmoudi

Print Name

President

Title

EXHIBIT I – (CONTINUED)

July 26, 2021

Date

STATE OF FLORIDA

COUNTY OF BROWARD

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared ☒ physical presence or ☐ online notarization, on July 26 2021 as President, an organization, of Sagaris Corp authorized to do business in the State of Florida, and acknowledged and executed the foregoing statement as the proper official of Sagaris Corp for the use and purposes mentioned in it and affixed the official seal of the entity, and that the instrument is the act and deed of that entity. He/she is personally known to me or has produced _____ as identification.



[Signature]
Notary Public

PRINT Name of Notary Public

My commission expires:

EXHIBIT "J"

REFERENCES

Bidder shall provide a minimum of three references.

Name of company: Please refer to "Related Experience" attachment

Address: _____

Telephone number: _____

Email address: _____

Principal contact person(s): _____

Year contract initiated and terminated: _____

Name of company: _____

Address: _____

Telephone number: _____

Email address: _____

Principal contact person(s): _____

Year contract initiated and terminated: _____

Name of company: _____

Address: _____

Telephone number: _____

Email address: _____

Principal contact person(s): _____

Year contract initiated and terminated: _____

EXHIBIT "K"

BID BOND

BIDDER

Sagaris Corp.
Name 1847 N. University Drive
Coral Springs, FL 33071
Address

FLORIDA RESIDENT AGENT

Christine Morton
Name
1904 Boothe Circle, Longwood, FL 32750
Address
(407) 834-0022 (407) 260-1767
Phone Fax

SURETY

The Ohio Casualty Insurance Company
Name 175 Berkeley Street
Boston, MA 02116
Address

OWNER

City of Dania Beach, Florida
100 West Dania Beach Boulevard
Dania Beach, Florida 33004
Telephone: (954) 924-6800
Facsimile: (954) 921-2604

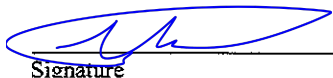
PROJECT: Northwest First Street Multimodal Enhancements
ITB No. 21-015

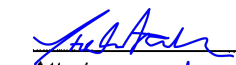
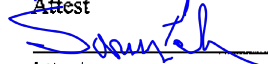
<u>07/26/2021</u>	<u>N/A</u>	<u>07/26/2021</u>	<u>\$ 10,000.00</u>
Bid Due Date	Bond Number	Bond Date	Penal Sum

IN WITNESS OF THE FOREGOING, Surety and Bidder, intending to be legally bound, subject to the terms included in this section, do each cause this Bid Bond to be duly executed on its behalf by its respective, authorized officer, agent, or representative.

IDENTITY OF BIDDER

Sagaris Corp.
Corporate Name and Seal
(or other Full Legal Name)


Signature
Mehرداد Mahmoudi - President
Printed Name and Title

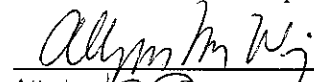
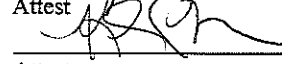

Attest

Attest

IDENTITY OF SURETY

(Attach Power of Attorney)

The Ohio Casualty Insurance Company
Corporate Name and Seal
(or other Full Legal Name)


Signature Christine Morton
Attorney-in-Fact & FL Licensed Resident Agent
Printed Name and Title Inquiries: (407) 834-0022


Attest

Attest

The above addresses shall be used for giving of required notices. Any singular reference to Bidder, Surety, Florida Resident Agent, Owner or other party shall be considered a plural where applicable.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to City upon default of Bidder, the penal sum set forth on the face of this Bond. In no event shall Bidder's and Surety's obligation exceed the penal sum set forth on the face of this Bond.
2. Default of Bidder shall occur upon the failure of the Bidder to deliver within the time required by the Bid and Contract Documents (or any extension of time agreed to in writing by City) a fully executed Agreement, Insurance Agent Statement, all certificates of insurance, and any Performance and Payment Bonds.
3. This obligation shall be null and void if:
 - 3.1 City accepts Bidder's bid and Bidder delivers within the time required by the bidding and contract documents (or any extension of time agreed to in writing by City) the executed Agreement, the Insurance Agent Statement, and the Performance and Payment Bonds, or
 - 3.2 All bids are rejected by City, or
 - 3.3 City fails to issue a Notice of Award to Bidder within the time specified in the ITB documents (or any extension of time agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph five (5) below).
4. Payment under the Bid Security Bond will be due and payable upon default by Bidder and within thirty (30) calendar days after receipt by Bidder, and Surety of written notice of default from City's City Clerk, which notice will be given with reasonable promptness, identifying the Bid; Security Bond and the Project, including a statement of the amount due.
5. Surety waives notice of any and all defenses based on, or arising out of, any time extension to issue a Notice of Award agreed to in writing by City and Bidder, provided that the total time for issuing the Notice of Award, including extensions shall not in the aggregate exceed One Hundred Twenty (120) days from the ITB due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to thirty (30) calendar days after the notice of default required in paragraph four (4) above is received by Bid and Surety, and in no case later than one (1) year after bid due date.
7. Any suit or action under this Bond shall be commenced only in a Florida court of competent jurisdiction. Any award granted shall not be subject to prejudgment interest.
8. Notices required under this Bid Bond shall be in writing and sent to Bid and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney

evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included in it as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of such statute shall govern and the remainder of this Bond that is not in conflict shall continue in full force and effect.



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8205630-969517**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Allyson Foss Wing; April L. Lively; Bryce R. Guignard; Christine Morton; David R. Turcios; Jennifer L. Hindley; Kelly Phelan; M. G. Francis; Margie L. Morris; Paul J. Ciambriello

all of the city of Longwood state of FL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 21st day of May, 2021.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 21st day of May, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 26th day of July, 2021.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

EXHIBIT “L”

BID SECURITY

ATTACH BID BOND HERE

EXHIBIT "M"

ACKNOWLEDGMENT OF ADDENDA

The Bidder acknowledges the receipt of the following addenda issued by the City and incorporated into and made part of the ITB or the Agreement. In the event the Bidder fails to include any such addenda in the table below, submission of this form shall constitute acknowledgment of receipt of all addenda, whether or not received by the Bidder.

ADDENDUM NUMBER	DATE RECEIVED	PRINT NAME	TITLE	SIGNATURE (BLUE INK ONLY)
1	07/07/21	Mehrdad Mahmoudi	President	
2	07/16/2021	Mehrdad Mahmoudi	President	

EXHIBIT "N"

CERTIFICATION TO ACCURACY OF BID

The Bidder, by executing this form, certifies and attests that all forms, affidavits and documents related to the document that it has enclosed in the Bid in support of its Bid are true and accurate. Failure by the Bidder to attest to the truth and accuracy of such forms, affidavits and documents shall result in the Bid being deemed non-responsive and such Bid will not be considered.

By submitting a Bid to do the work, the Bidder certifies that a careful review of the ITB and the Agreement has taken place and that the Bidder is fully informed and understands the requirements of the ITB and the expected Agreement and the quality and quantity of services to be performed.

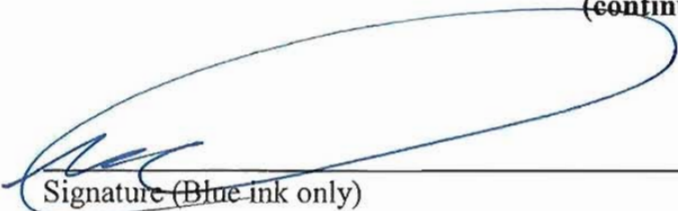
The undersigned individual, being duly sworn, deposes and says that:

- A. He/She is Mehrdad Mahmoudi of President, the Bidder that has submitted the attached Bid;
- B. He/She is fully informed respecting the preparation and contents of the attached Bid and of all forms, affidavits and documents submitted in support of such Bid;
- C. All forms, affidavits and documents submitted in support of this Bid and included in this Bid are true and accurate;
- D. No information that should have been included in such forms, affidavits and documents has been omitted; and
- E. No information that is included in such forms, affidavits or documents is false or misleading.

EXHIBIT "N"

CERTIFICATION TO ACCURACY OF BID

(continued)


Signature (Blue ink only)

Mehrdad Mahmoudi

Print Name

President

Title

7/26/2021

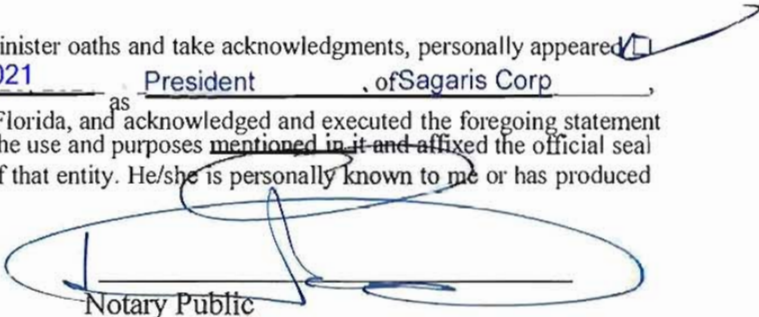
Date

STATE OF FLORIDA

COUNTY OF Duval

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared ☒ physical presence or ☐ online notarization, on July 26, 2021 as President, of Sagaris Corp, an organization authorized to do business in the State of Florida, and acknowledged and executed the foregoing statement as the proper official of Sagaris Corp for the use and purposes ~~mentioned in it and~~ affixed the official seal of the entity, and that the instrument is the act and deed of that entity. He/she is personally known to me or has produced _____ as identification




Notary Public

PRINT Name of Notary Public

My commission expires:

EXHIBIT "O"

DRUG-FREE WORKPLACE CERTIFICATION FORM

Whenever two (2) or more bids/Bids, which are equal with respect to price, quality, and service, are received by the CITY OF DANIA BEACH for the procurement of commodities or contractual services, a bid/Bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of controlled substances is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in number(1).
4. In the statement specified in number (1), notify the employees that as a condition for working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction on or plea of guilty or no contest to any violation of Chapter 893, Florida Statutes or of any controlled substance law of the United States or any singular state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

This Certification is submitted by Mehrdad Mahmoudi the

(PRINT Name of Authorized Agent)

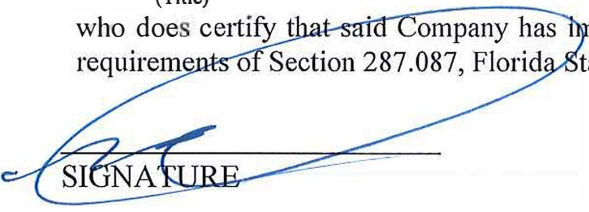
President

of Sagaris Corp

(Title)

(Bidder Name)

who does certify that said Company has implemented a drug-free workplace program, which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.


SIGNATURE

07/26/2021

DATE



Ron DeSantis, Governor

Halsey Beshears, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

FOULADI, STEVEN

SAGARIS CORP.
3360 NW 126TH AVE
BAY 6
CORAL SPRINGS FL 33065

LICENSE NUMBER: CGC1520899

EXPIRATION DATE: AUGUST 31, 2022

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000

VALID OCTOBER 1, 2020 THROUGH SEPTEMBER 30, 2021

DBA:
Business Name: SAGARIS CORP

Receipt #: 180-300344
Business Type: GENERAL CONTRACTOR

Owner Name: FOULADI, STEVEN
Business Location: 1847 UNIVERSITY DR
CORAL SPRINGS
Business Phone: 954-829-1302

Business Opened: 07/23/2019
State/County/Cert/Reg: CGC1520899
Exemption Code:

Rooms **Seats** **Employees** **Machines** **Professionals**
10

For Vending Business Only						
Number of Machines:				Vending Type:		
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
27.00	0.00	0.00	2.70	0.00	0.00	29.70

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT

WHEN VALIDATED

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Mailing Address:

SAGARIS CORP
1847 UNIVERSITY DR
CORAL SPRINGS, FL 33071

Receipt # WWW-20-00001664
Paid 10/12/2020 29.70

2020 - 2021

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

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Exemption Code:

Rooms **Seats** **Employees** **Machines** **Professionals**
10

Signature	For Vending Business Only					
	Number of Machines:			Vending Type:		
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
27.00	0.00	0.00	2.70	0.00	0.00	29.70

Receipt # WWW-20-00001664
Paid 10/12/2020 29.70

REFERENCES

Contractor's Name: Sagaris Corp. **Phone Number:** 954-688-3407

Contractor's Address: 1847 N. University Drive, Coral Springs, FL 33071

	Project Name or Description:	Location/Address:	Completion Date	Contract Amount	Email or Website Address	Contact Person Name & Phone Number:
1.	11458A NW Neighborhood Phase II Improvements	Sistrunk & : NW 14th, Ave, 14th Terr, and 13th Terr Fort Lauderdale, FL	November, 2015	\$537,710.00	KMyat@fortlauderdale.gov	Khant K. Myat, P.E. Project Manager Phone: 954-828-5061
2.	11797 Dillard Park Curbing & Intersection	Dillard Park Neighborhood Fort Lauderdale, FL	October , 2015	\$45,596.00	LLafaurie@fortlauderdale.gov	Louis Lafaurie, P.E. Project Manager Phone: 854-828-6538
3.	11513 Golden Hieghts Curbing	Golden Heights Neighborhood Fort Lauderdale, FL	July, 2015	\$54,670.00	ITokar@fortlauderdale.gov	Irina Tokar, RA, NCARB, LEED AP Senior Project Manager Office: 954-828-6891
4.	11793 South Middle River Entryway Monuments	South Middle River Neighborhood Fort Lauderdale, FL	October, 2015	\$28,550.00	LLafaurie@fortlauderdale.gov	Louis Lafaurie, P.E. Project Manager Phone: 854-828-6538
5.	11702 Dillard Park Sidewalk Improvements	Dillard Park Neighborhood Fort Lauderdale, FL	June, 2015	\$67,000.00	LLafaurie@fortlauderdale.gov	Louis Lafaurie, P.E. Project Manager Phone: 854-828-6538
6.	EN-14-014A Pembroke Road Wall Replacement	Pembroke Road from 25th Street to 27th Street City of Hollywood	September, 2015	\$184,445.00	CIP@hollywoodfl.org	Clarissa Ip Engineering Support Services Manager Office: 954-921-3915
7.	15-B-061F Aquatic Center Parking	Coral Springs Aquatic Center Coral Springs, FL	September , 2015	\$46,000.00	rstein@coralsprings.org	Ronald Stein Construction Project Manager - 954-346-1739

8.	Priest Section Improvements	Lady of Mercy Cemetary	September , 2015	\$23,972.00	jkissel@chsfla.com	John Kissel Director of Development 305-206-6163
		Miami, FL				
9.	First Haitian Baptist Church of Pompano Beach - Renovations to Site	333 NW 3rd St, Pompano Beach, FL 33060	December , 2014	\$272, 141.00	jdumor@bellsouth.net	Pastor Jacques Dumornay 333 NW 3rd Street Pompano Beach, FL 33060 (954) 782-4832
10.	11782 Townsend Park Improvements (as a sub-contractor to Pars Dev.)	Townsend Park	October, 2014	\$260,000.00	HStanley@fortlauderdale.gov	Herbert E. Stanley Project Manager, Public Works Department Phone: 954-828-6801
		City of Fort Lauderdale				
11.	P11892 Temp Fire Station #54 (as a sub-contractor to Pars Dev.)	Temporary Fire Station #54	November, 2014	\$150,000.00	CAcosta@fortlauderdale.gov	Carlos J. Acosta, PE, PMP Project Manager II Office: 954.828.6185
		Fort Lauderdale, FL				
12.	P11099A Palm Aire Village West Entryway Phase II	Palm Aire Village West Neighborhood	January, 2016	\$57,945.00	KMyat@fortlauderdale.gov	Khant K. Myat, P.E. Project Manager Phone: 954-828-5061
		Fort Lauderdale, FL				
13.	Waste Transfer Station Parking Improvements	City of Coral Springs, Waste Transfer Station	January, 2016	\$13,377.00	ggordon@coralsprings.org	Glen Gordon Streets Superintendent Phone: (954) 344-1165
		Coral Springs, FL				
14.	2015-05 NE 16th Avenue Roadway Improvements	NE 16th Avenue	May, 2016	\$160,000.00	darchacki@wiltonmanors.com	David J. Archacki EM / Utilities Director (Project Manager) City of Wilton Manors Phone: (954) 390-2190 Engineer: Jason McClair, PE, CFM, LEED AP CHEN MOORE AND ASSOCIATES
		City of Wilton Manors, FL			jmcclair@chenmoore.com	
15.	Additional Parking @ Peace Mound Park (as a Sub-contractor to Pars Development)	Peace Mound Park	August, 2016	\$320,000.00	MConner@cgsolutions.com	Mr. Michael Conner, P.E. Calvin, Giordano & Associates 800 Eller Drive, Suite 600, Fort Lauderdale, FL 33316 Phone: 954.266.6469
		City of Weston				
16.	Civic Center Park Expansion	Civic Center Park	June, 2017	\$224,000.00	djohnson@miramarfl.gov	Mr. Daryl Johnson Sr. Project Manager - c/o Miramar 2300 Civic Center Place Miramar, Florida 33025 Phone: 954-602-3302
		City of Miramar				
17.	NE 13th Roadway Improvemnts Project	NE 13th Street	April 2018	\$1,398,000.00	CFanchi@fortlauderdale.gov	Christine W. Fanchi, PE, PTP Transportation Engineering Design Mgr 290 N.E. 3rd Avenue Fort Lauderdale, FL 33301 954-828-5226
		City of Fort Lauderdale				

ADDITIONAL PROJECTS & REFERENCES AVAILABLE UPON REQUEST



Ali Torabi
Crew Lead / Superintendent

Skills Summary

- ◆ Crew Leader
- ◆ Concrete Flatwork
- ◆ Underground Utility
- ◆ Paving
- ◆ General Site Skills
- ◆ Electrical Work
- ◆ Installation Work
- ◆ Scheduling
- ◆ Site Management
- ◆ Dispatch
- ◆ Irrigation
- ◆ Landscape
- ◆ Maintenance
- ◆ Heavy Machinery

Professional Experience

SAGARIS CORP., CORAL SPRINGS, FL
Site Supervisor/Lead

Projects completed

- ◆ City of Fort Lauderdale
 - NE 13th Street Roadway Improvements \$1,4m
 - NW Neighborhood Phase II Improvements \$537,710
 - Temporary Fire Station #54, \$150,000.00
 - Townsend Park Improvements \$260,000.00
 - Temporary Fire Station #54 \$150,000.00
- ◆ City of Weston
 - Additional Parking @ Peace Mound Park \$320,000.00
- ◆ City of Weston
 - Civic Center Park Expansion \$224,000.00
- ◆ First Haitian Church of Pompano Beach
 - Renovations of Site \$272,141.00

TENEX ENTERPRISES, INC. –Pompano Beach, FL.
Site Supervisor/Lead Installer, 2003 to 2013

CONSTRUCTION MANAGEMENT/INSTALLATION OVERSIGHT.

- ◆ Over saw the installation of street lights in Broward and Dade county's
- ◆ Mentored fellow workers on the correct installation procedures for irrigation, landscape, and maintenance of landscape protocol.
- ◆ Communicated with city officials to help maintain a positive working relationship throughout the life of all projects completed.

Projects completed

- ◆ City of Fort Lauderdale Sign Improvement Projects:
 - Lake Aire Neighborhood Improvements
 - Lauderdale Manors Improvements
 - Victoria Park Neighborhood Improvements
 - South Middle River Neighborhood Sign Improvements
 - Lake Ridge Neighborhood Improvements

Sagaris Corp. 1847 N University Dr., Coral Springs, FL 33071 - 954.688.3407 - office@sagariscorp.com

- ◆ City of Margate
 - Margate Boulevard Streetscape Improvements
 - Margate Monument Sign



STEVEN FOULADI
Project Manager / Qualifier

EDUCATION

Construction Management, Everglades University

CERTIFICATIONS AND TRAINING

Certified General Contractor, CGC1520899

Work Zone Safety Specialist – International Municipal Signal Association

Asphalt Level 1 – Florida Department of Transportation

SUMMARY OF EXPERIENCE

Mr. Fouladi has over 15 years of experience in the construction industry.

PROFESSIONAL REFERENCES

Mr. Shalin Hekmat, P.E. – Thomas & Associates - (954) 683-9718

Mr. Mahmoud Davoodi, P.E., Sr. Project Engineer- Metric Engineering – (954) 868-4672

Mrs. Sabrina Baglieri, P.E., Construction Project Manager - City of Miami Beach - (954) 658-1001

Mr. Ron Herzog – Sr. Project Inspector - Calvin Giordano & Associates – (954) 869-8941

Mr. Ryan Spradlin – Project Inspector – Calvin Giordano & Associates – (954) 249-2787

WORK HISTORY

Sagaris Corp, Inc. Coral Springs, Florida.

Co-Founder / Qualifier / Project Manager 2013 - Present

Tenex Enterprises, Inc. Pompano Beach, Florida.

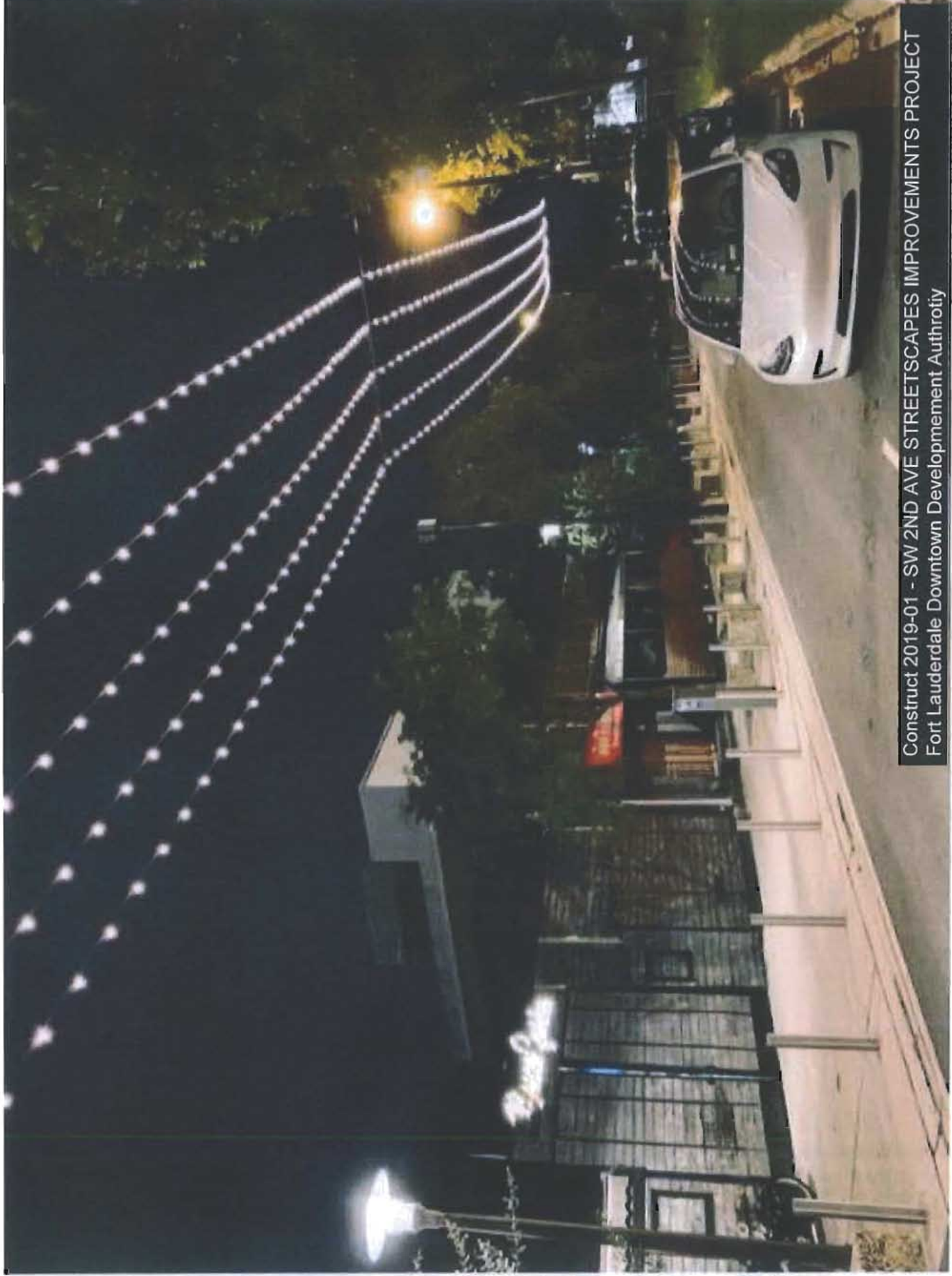
Estimating / Project Management / Construction Services - 2000 - 2012

Engaged in On-Going Civil Works, Parks and Building Contracts Including Drainage, Water Distribution, Sewer System, Road Construction, Streetscape, Signage, Public Park Development and Public Buildings, Various City Projects in Broward and Dade Counties.

Projects completed

- ◆ City of Fort Lauderdale Sign Improvement Projects:
 - Lake Aire Neighborhood Improvements
 - Lauderdale Manors Improvements
 - Victoria Park Neighborhood Improvements
 - South Middle River Neighborhood Sign Improvements
 - Lake Ridge Neighborhood Improvements
- ◆ City of Margate
 - Margate Boulevard Streetscape Improvements
 - Margate Monument Sign
- ◆ City of Weston
 - AYSO Facility, \$391,300
 - I-75 @ Arvida Parkway South Bound Off Ramp, \$888,200
 - Indian Trace Roadway Improvements, \$985,600
 - Weston Road Median Improvements, \$604,100
 - Saddle Club Rd @ South Post Rd Roundabout \$1,182,000

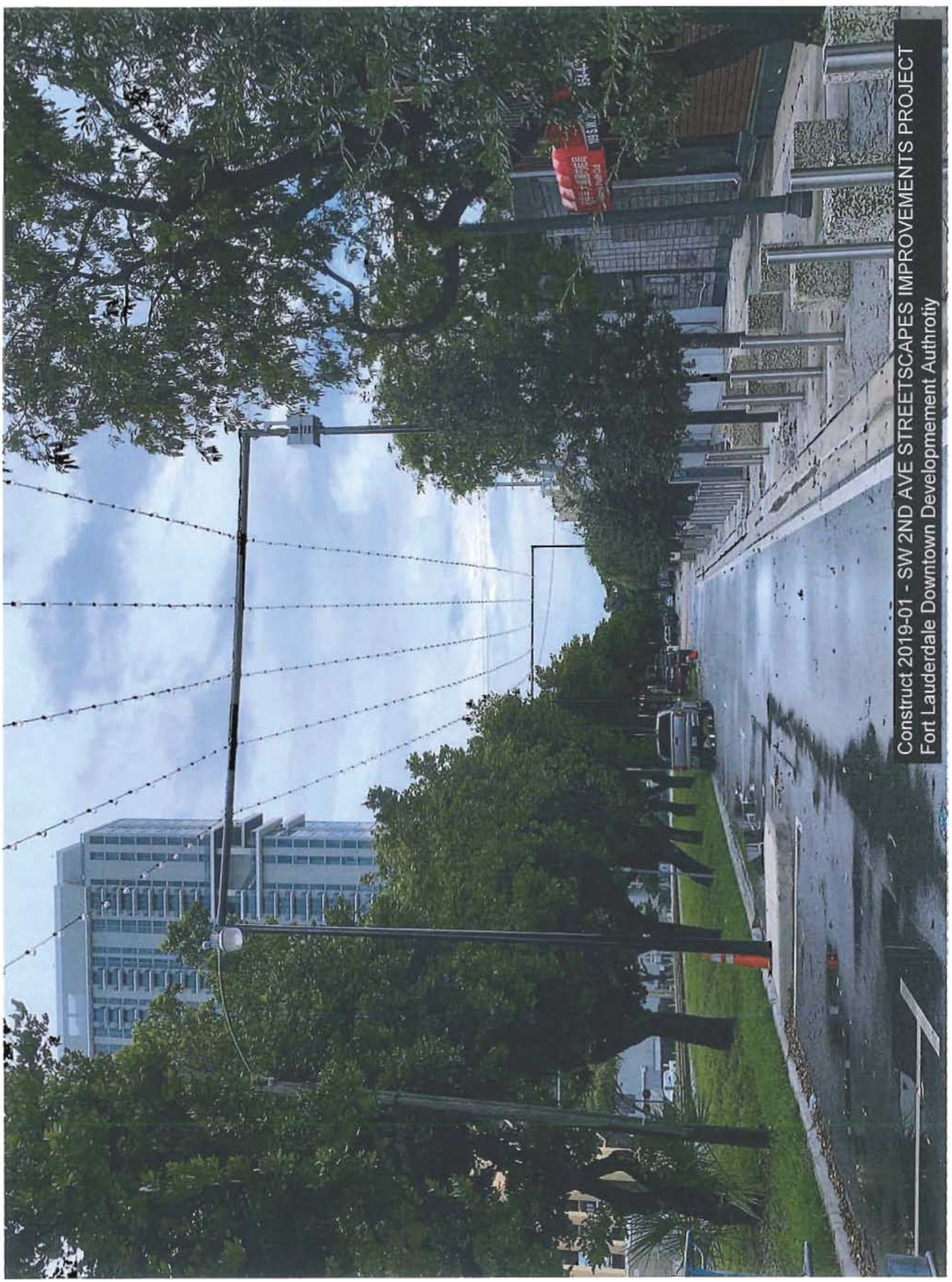
- Sidewalk Improvements – Bonaventure, \$200,000
- South Post Road Improvements, \$1,350,000
- City of Weston, Public Works Fueling Station, \$286,000



Construct 2019-01 - SW 2ND AVE STREETSCAPES IMPROVEMENTS PROJECT
Fort Lauderdale Downtown Development Authority



Construct 2019-01 - SW 2ND AVE STREETSCAPES IMPROVEMENTS PROJECT
Fort Lauderdale Downtown Development Authority



Construct 2019-01 - SW 2ND AVE STREETSCAPES IMPROVEMENTS PROJECT
Fort Lauderdale Downtown Development Authority

NE 13th STREET TRANSFORMATION

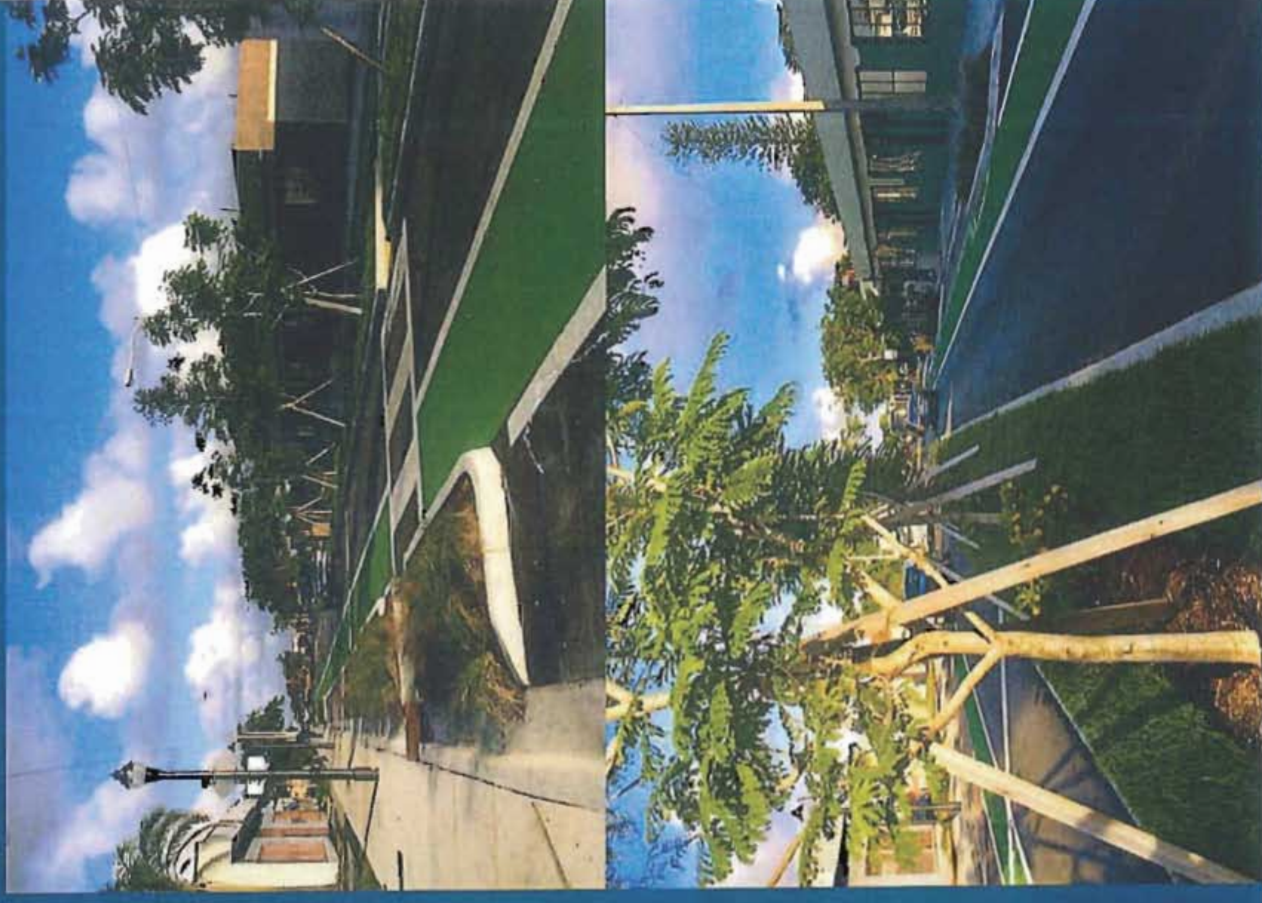
Central City CRA & Middle River Terrace
Neighborhood Association

Public Priorities for transformation:

1. On-Street Parking
2. LED Pedestrian Lighting
3. Dedicated Green Bike Lanes
4. Wider Sidewalks (7')
5. Traffic Calming/Roundabouts
6. More Landscaping/Trees
7. More Crosswalks (2 Additional)
8. Reduced Flooding/Ponding

Additional improvements:

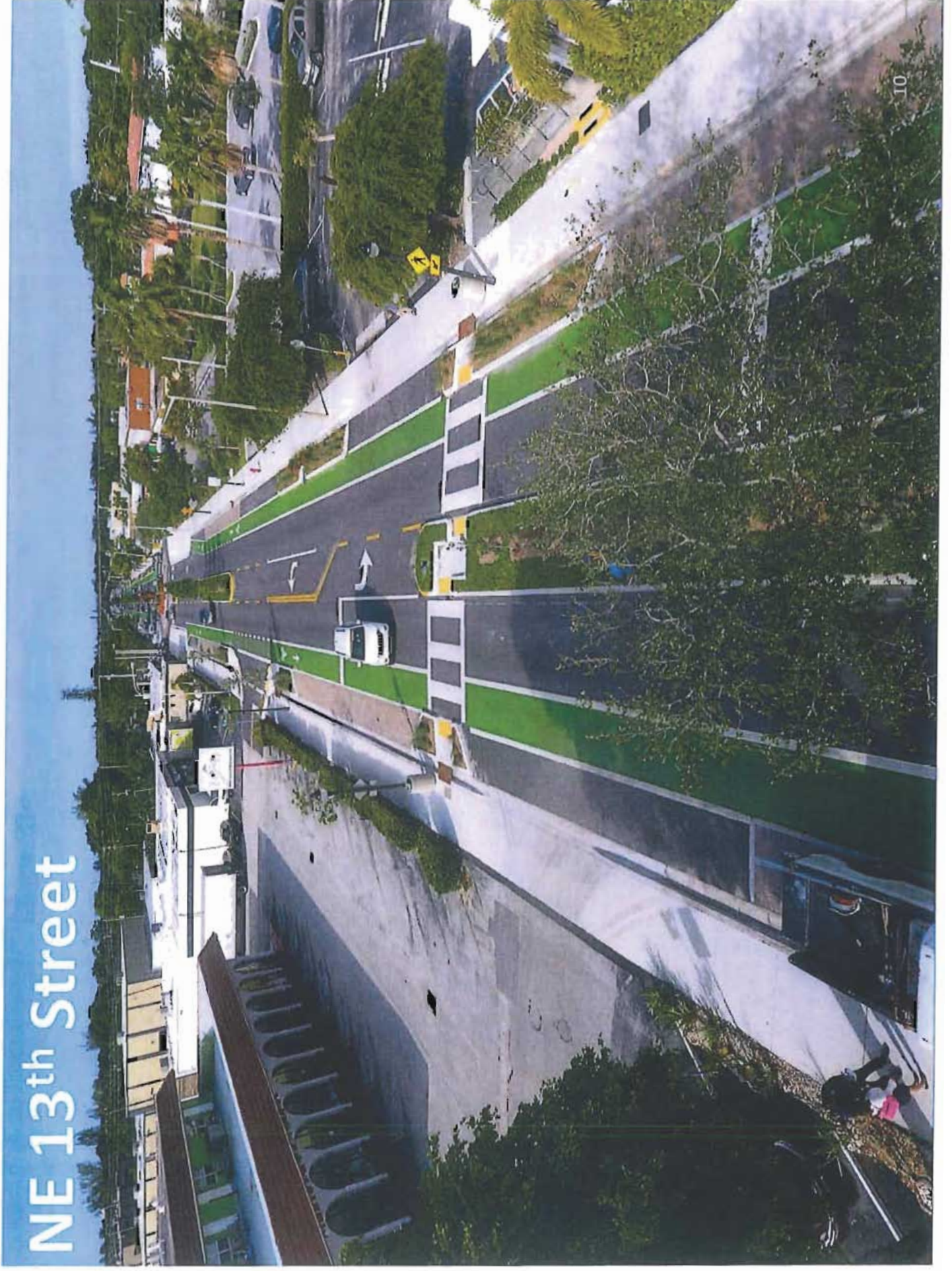
1. New LED roadway lighting
2. Additional public art space for Unity Beacon
3. Bioswales

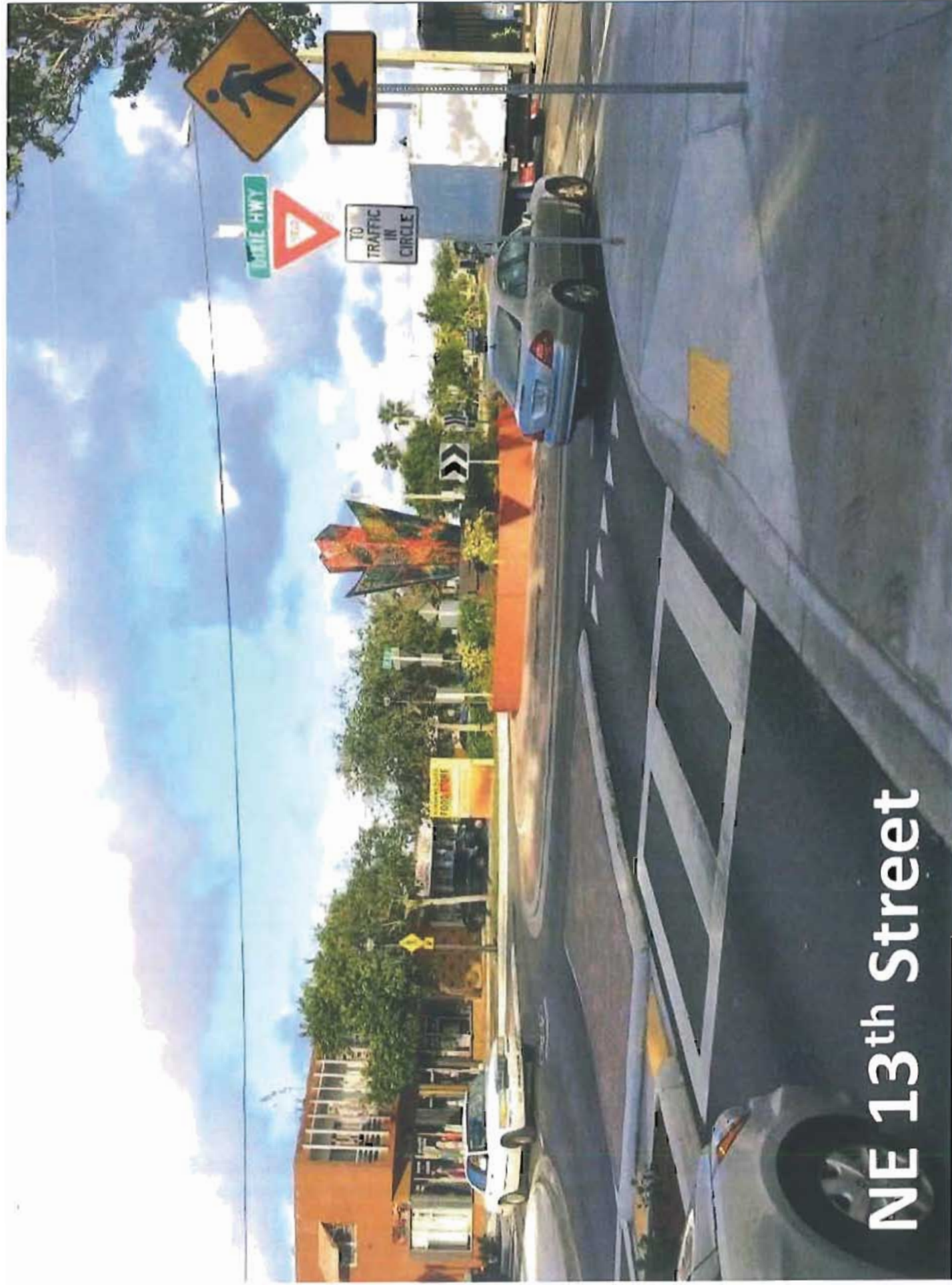


ME 13th Street



NE 13th Street





NE 13th Street



North Galt Streetscape Improvements Project
City of Fort Lauderdale



North Galt Streetscape Improvements Project
City of Fort Lauderdale

SUMMARY OF CROSSWALK QUANTITIES

PAY ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
101-1	MOBILIZATION	LS	1	\$ 20,000.00	\$ 20,000.00
102-1*	MAINTENANCE OF TRAFFIC	LS	1	\$ 20,000.00	\$ 20,000.00
327-70-19	MILLING EXIST ASPH PAVT, 3/4" AVG DEPTH	SY	545	\$ 10.00	\$ 5,450.00
334-1-11	SUPERPAVE ASPHALTIC CONCRETE, TRAFFIC A, SP-9.5 (1 LIFT @ 3/4")	TN	22	\$ 500.00	\$ 11,000.00
526-1-1	ENHANCED CROSSWALK, ROADWAY	SY	545	\$ 120.00	\$ 65,400.00

SUMMARY OF SIGNING & PAVEMENT MARKING QUANTITIES

PAY ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
654-1-20*	IN-ROAD LIGHT ASSEMBLY, FURNISH & INSTALL - SOLAR POWERED, COMPLETE CROSSING	AS	1	\$ 27,000.00	\$ 27,000.00
700-1-11	SINGLE POST SIGN, F&I GROUND MOUNT, UP TO 12 SF	AS	10	\$ 450.00	\$ 4,500.00
711-11123	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12" FOR CROSSWALK	LF	1645	\$ 3.00	\$ 4,935.00
711-11160	THERMOPLASTIC, STANDARD, WHITE, MESSAGE OR SYMBOL	EA	24	\$ 300.00	\$ 7,200.00

SUMMARY OF OPTIONAL QUANTITIES

PAY ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
425-82	REPLACE GRATE (ADA GRATE)	EA	10	\$ 900.00	\$ 9,000.00

DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
OPTIONAL SERVICES	EA	1	\$ 25,000	\$ 25,000
			Total Bid Cost	\$ 199,485.00

One Hundred Ninety-Nine Thousand, Four Hundred Eighty-Five and 00/100----- DOLLARS



Mehrdad Mahmoud - President - Sagaris Corp



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/19/2021

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 REEL INSURANCE AGENCY D/B/A/ COVER ALL INSURANCE 5800 W. ATLANTIC BLVD. MARGATE FL 33063		CONTACT NAME: PHONE (A/C, No, Ext): (954) 956-0006 FAX (A/C, No): (954) 956-0555 E-MAIL ADDRESS:	
INSURED SAGARIS CORP. 1847 N. UNIVERSITY DRIVE CORAL SPRINGS FL 33071		INSURER(S) AFFORDING COVERAGE INSURER A : EVANSTON INSURANCE COMPANY INSURER B : INSURANCE COMPANY OF THE WEST 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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC	X		3AA455917	02/19/2021	02/19/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Fa 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 ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Fa accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☒ UMBRELLA LIAB ☐ EXCESS LIAB DED ☐ RETENTION \$						OCCUR CLAIMS-MADE \$
	☒ UMBRELLA LIAB ☐ EXCESS LIAB DED ☐ RETENTION \$						OCCUR CLAIMS-MADE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WFL 5041747 02	07/01/2020	07/01/2021	☒ WC STATU-TORY LIMITS 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 (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER**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

<DA>

| mehrdad@sagariscorp.com

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/19/21

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.

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PRODUCER Glenda's House Of Insurance, Inc 1848 NW 21 St Pompano Beach, FL 33069 Phone (954) 977-7605 Fax (954) 977-7606		CONTACT NAME: GLENDA KAUFFMAN PHONE (A/C, No, Ext): (954) 977-7605 FAX (A/C, No): (954) 977-7606 E-MAIL ADDRESS: GLENDA@GHINSURANCE.NET	
INSURED SAGARIS CORPORATION 1847 NORTH UNIVERSITY DRIVE CORAL SPRINGS, FL 33071		INSURER(S) AFFORDING COVERAGE INSURER A : INFINITY COMMERCIAL AUTO INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	

COVERAGES

CERTIFICATE NUMBER: 1

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR ☐ ☐ GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC						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 ☐	Y	N	509-26303-1816-001	02/28/2021	08/28/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000.00 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						☐ WC STATUTORY LIMITS ☐ OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER

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

GLENDA ANNE KAUFFMAN

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”) NO. 21-019, ENTITLED “SOUTHEAST 5TH AVENUE CROSSWALK PROJECT” TO SAGARIS CORP. IN THE AMOUNT OF NINETY SEVEN THOUSAND SIX HUNDRED SIXTY DOLLARS (\$97,660.00); AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

Purchasing Requests ONLY

Dept:

Acct #:

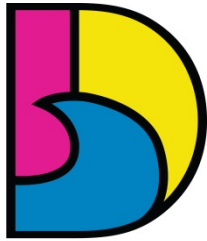
Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

C-MEMO-ITB-21-019_SE_5AVE_AWARD-DAOrevFJR (Finance 10-26), R-2021- Sagaris Corp Bid Award and Agreement for Southeast 5th Avenue Crosswalk Project (ITB 21-019), R-2021- Sagaris Corp Bid Award Agreement for the Southeast 5th Avenue Crosswalk Project (ITB 21-019) Exhibit A



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

CITY OF DANIA BEACH PUBLIC SERVICES DEPARTMENT

MEMORANDUM

DATE: November 9, 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 RE-BID ITB NO. 21-019 "SOUTHEAST 5TH AVENUE CROSSWALK"

Request

City Administration is requesting the adoption of a resolution authorizing the award of RE-BID ITB No. 21-019 "Southeast 5th Avenue Crosswalk" to Sagaris Corp, Inc. for constructing the crosswalks and other safety features.

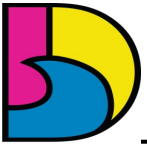
Background

Pedestrian safety is an ongoing concern within the City, particularly along school routes and near parks. SE 5th Avenue borders Linear Park (west side of the road) and is in the path of the school route to Olsen Middle School. The crosswalk associated with this project is adjacent to the new butterfly garden near Linear Park (near the SE 11th Terrace intersection). Pedestrian traffic in this area is heavy with park patrons, dog walkers, runners, and students. To improve the safety of pedestrians, the crosswalk on SE 5th Avenue and SE 11th Terrace needs the following improvements:

- Installation of a colored brick crosswalk – includes a butterfly design to continue the theme of the butterfly garden
- Installation of flashing pedestrian warning signs
- Installation of "in-ground" LED warning lights along the edges of the crosswalk
- Installation of LED flashing traffic sign

Authorization to bid for this project was approved via Resolution 2021-034 on March 23, 2021. The Southeast 5th Avenue Crosswalk Project was advertised in the Sun-Sentinel and posted on the City's website and Demand-Star on July 31, 2021. Although the City received responses from bidders, the bid committee rejected the bids due to very high bid prices. After rejecting the bids, the project was redesigned to reduce the factors that led to high costs.

The re-issued ITB No. 2021-019 was advertised in the Sun-Sentinel on July 31, 2021, and posted on the City's website and Demand-Star. The City received one (1) response which was opened publicly on August 27, 2021. The ITB evaluation committee reviewed the response from Sagaris Corp, Inc. and determined that the bid and the bid alternates, installation of butterfly pattern in the brick crosswalk, and installation of flashing lights on the roadway were acceptable for this project.



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

AUTHORIZATION TO AWARD RE-BID ITB NO. 21-019 "SOUTHEAST 5TH AVENUE CROSSWALK"

Budgetary Impact

The total cost of the project is \$97,660.00. There is funding in the Capital Projects Fund in the amount of \$200,000.00 in account number 301-18-00-519-63-15 that may be utilized for this project and will be reallocated upon approval of the Resolution.

Recommendation

City Administration recommends that the City Commission adopt the resolution to award ITB No. 21-019 "Southeast 5th Avenue Crosswalk" contract to Sagaris Corp, Inc. for an amount not to exceed \$97,660.

RESOLUTION NO. 2021-173

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE AWARD OF INVITATION TO BID (“ITB”) NO. 21-019, ENTITLED “SOUTHEAST 5TH AVENUE CROSSWALK PROJECT” TO SAGARIS CORP. IN THE AMOUNT OF NINETY SEVEN THOUSAND SIX HUNDRED SIXTY DOLLARS (\$97,660.00); AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on March 23, 2021, the City Commission approved Resolution No. 2021-034, authorizing the Public Services Department to issue an Invitation to Bid (“ITB”) for the Southeast 5th Avenue Crosswalk Project; and

WHEREAS, ITB No. 21-008 was advertised on March 19, 2021 and bids were received on April 30, 2021; and

WHEREAS, the bid responses were evaluated by the City’s Evaluation Committee (Committee) and it was determined that the bid amounts were higher than what was expected; and

WHEREAS, the Committee decided to reject the bids, revise the project’s design, and re-advertise the project; and

WHEREAS, the re-issued ITB No. 2021-019 was advertised in the Sun-Sentinel on July 31, 2021, and posted on the City's website and Demand-Star; and

WHEREAS, on August 27, 2021, one (1) response was received; and

WHEREAS, the Committee reviewed the sole response from Sagaris Corp. and determined that the bid was responsive;

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 an agreement, which agreement is attached as Exhibit “A” and incorporated into this Resolution by this reference, with Sagaris Corp. for the Southeast 5th Avenue Crosswalk Project in an amount not to exceed Ninety Seven Thousand Six Hundred Sixty Dollars (\$97,660.00).

Section 3. That there is funding in the Capital Projects Fund in the amount of Two Hundred Thousand Dollars (\$200,000.00) in account number 301-18-00-519-63-15 that may be utilized for this project and will be reallocated upon approval of the Resolution.

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 November 9, 2021.

ATTEST:

THOMAS SCHNEIDER, 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 SAGARIS CORP., A FLORIDA CORPORATION FOR SERVICES RELATED TO THE SOUTHEAST 5TH AVENUE CROSSWALK PROJECT AS DESCRIBED WITHIN THE CITY OF DANIA BEACH INVITATION TO BID (“ITB”) NO. 21-019.

This is an Agreement (“Agreement”) dated _____, 2021, between the City of Dania Beach, Florida, a Florida municipal corporation (“City”), with its principal place of business located at 100 West Dania Beach Boulevard, Dania Beach, Florida 33004 and Sagaris Corp. (“Contractor”), a Florida corporation with its principal mailing address of 3660 NW 126th Avenue, Unit 6, Coral Springs, Florida 33065.

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. This Agreement between the Contractor and the City under the City of Dania Beach Invitation to Bid (“ITB”) No. 21-019 is effective for a period of One Hundred Eighty (180) days after the issuance of the Notice to Proceed and is effective only upon execution by all parties. A copy of ITB No. 21-019 and all addendums to it is attached as Exhibit “A” and made a part of and incorporated into this Agreement by this reference and shall be considered as part of this Agreement.
2. The Response to ITB No. 21-019 provided by the Contractor is attached as Exhibit “B” and is incorporated into this Agreement by this reference.
3. That in all other respects, the terms of Exhibit “A” apply to this Agreement.

IN WITNESS OF THE FOREGOING, the parties have set their hand and seal the day and year first written above.

ATTEST:

**CITY OF DANIA BEACH, FLORIDA,
a Florida municipal corporation**

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS

THOMAS J. ANSBRO
CITY ATTORNEY

ANA M. GARCIA, ICMA-CM
CITY MANAGER

WITNESSES:

CONTRACTOR:
SAGARIS CORP.
a Florida corporation

Signature

Signature

PRINT Name

PRINT Name

Signature

Title

Dated: _____, 2021

PRINT Name

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 Sagaris Corp., a Florida corporation.
He/she is personally known to me or has produced _____ as
identification.

My Commission Expires:

Notary Public, State of Florida

Print Name

AGREEMENT BETWEEN THE CITY OF DANIA BEACH, FLORIDA AND SAGARIS CORP., A FLORIDA CORPORATION FOR SERVICES RELATED TO THE SOUTHEAST 5TH AVENUE CROSSWALK PROJECT AS DESCRIBED WITHIN THE CITY OF DANIA BEACH INVITATION TO BID (“ITB”) NO. 21-019.

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2. The Response to ITB No. 21-019 provided by the Contractor is attached as Exhibit “B” and is incorporated into this Agreement by this reference.
3. That in all other respects, the terms of Exhibit “A” apply to this Agreement.

IN WITNESS OF THE FOREGOING, the parties have set their hand and seal the day and year first written above.

ATTEST:

**CITY OF DANIA BEACH, FLORIDA,
a Florida municipal corporation**

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS

THOMAS J. ANSBRO
CITY ATTORNEY

ANA M. GARCIA, ICMA-CM
CITY MANAGER

WITNESSES:

Signature

PRINT Name

Signature

PRINT Name

CONTRACTOR:
SAGARIS CORP.
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 Sagaris Corp., a Florida corporation. He/she is personally known to me or has produced _____ as identification.

My Commission Expires:

Notary Public, State of Florida

Print Name :

CITY OF DANIA BEACH, FLORIDA



SOUTHEAST 5TH AVENUE CROSSWALK

CITY INVITATION TO BID (“ITB.”) NO. 21-019

Prepared by:

City of Dania Beach, Florida
100 W. Dania Beach Boulevard
Dania Beach, Florida 33004

July 30, 2021

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BID DOCUMENTS
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SECTION 4	INTERPRETATION AND CLARIFICATION OF BIDDING DOCUMENTS
SECTION 5	GENERAL CONDITIONS
SECTION 6	SPECIAL CONDITIONS
SECTION 7	PUBLIC ENTITY CRIMES STATEMENT
SECTION 8	PRICES, TERMS ARE TO BE FIRM
SECTION 9	BID SECURITY
SECTION 10	PROTECTION OF PROPERTY
SECTION 11	TRASH
SECTION 12	INSTRUCTIONS TO BIDDERS
SECTION 13	RETENTION OF RECORDS AND RIGHT TO ACCESS CLAUSE
SECTION 14	NON-COLLUSION STATEMENT
SECTION 15	MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS
SECTION 16	PUBLIC RECORDS
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CITY OF DANIA BEACH, FLORIDA

**INVITATION TO BID FOR
“SOUTHEAST 5TH AVENUE CROSSWALK”
ITB 21-019**

NOTICE TO BIDDERS

NOTICE IS GIVEN that the City of Dania Beach, Florida (the “City” or “Owner”) will be accepting sealed Bids for its **“Southeast 5th Avenue Crosswalk”**.

Bids will be accepted on DemandStar until August 27, 2021 at 10:00 AM. Bids received after this time will be rejected.

All submissions will remain confidential and exempt from public record disclosure requirements until the response opening is conducted.

PROJECT DOCUMENTS

Documents may be obtained from www.demandstar.com or from the City Website at www.daniabeachfl.gov.

MANDATORY PRE-BID CONFERENCE

A MANDATORY Pre-bid conference will be held on Friday, August 6, 2021, at 2:30 P.M. using RingCentral meeting software. All Bidders and interested persons are required to attend the meeting, which will outline the Project as described in the Bid, and provide an opportunity for questions and answers for all interested persons. Any interpretations, clarifications or additional information not disclosed in this Bid and determined to be necessary by the Owner in response to questions, will be issued by means of addendum or addenda, which addendum or addenda will be posted to the City website, www.daniabeachfl.gov, and www.demandstar.com, for all interested persons identified by the Owner as having received the Bid Documents. The Bidder is required to check these sites to see if there has been any addendum or addenda posted for this Bid. Only questions answered and information supplied by means of such addendum or addenda will be considered as binding. Oral interpretations, clarifications or other information will have no legal and binding effect. Bids from those who have failed to attend will not be opened. Bidders arriving past the indicated time will not be eligible to submit a Bid. For information and instructions on joining this conference, please contact the Procurement Administrator at procurement@daniabeachfl.gov.

Interested proposers may join this meeting by using this link:

<https://meetings.ringcentral.com/j/1446953963>

BID DOCUMENTS

Bids must be submitted electronically on DemandStar, the City's designated electronic bidding system. All bid document files must be clearly labeled "**Southeast 5th Avenue Crosswalk ITB 21-019**".

All bid prices shall be guaranteed firm for a minimum of sixty (60) calendar days after the submission of the bid. No bidder may withdraw a bid within sixty (60) calendar days after the bid opening date.

Pursuant to Florida law, all Bids are exempt public records until thirty (30) days after opening, or award of bid, whichever is sooner. In the event presentations are necessary, all non-presenting bidders will be required to exit the room during the presentations of each of the other bidders as portions of selection committee meetings at which presentations are made are exempt from Florida's public meeting laws.

A certified check, cashier's check, bank officer's check, or bid bond for Ten Thousand Dollars (\$10,000.00), made payable to the City of Dania Beach shall accompany each proposal.

Bids will be publicly opened and read aloud at 1:00 P. M., on the Bid due date referenced above using RingCentral meeting software, in the presence of the City Clerk or designee on the above stated date. Award of a contract will be made at a subsequent City Commission meeting

All bidders are advised that the City has not authorized the use of the City seal by individuals or entities responding to City bids. Bidders shall demonstrate successful performance of projects of a similar magnitude, scope and value as this project.

The City Commission of the City of Dania Beach reserves the right to reject any and all bids, to waive any informality in a bid and to make an award in the best interests of the City, as Owner.

CITY OF DANIA BEACH, FLORIDA

Published on: July 30, 2021

**Southeast 5th Avenue Crosswalk
ITB 21-019**

DRAWINGS

(POSTED ON CITY WEBSITE AND DEMANDSTAR)

SECTION 1 - INTRODUCTION AND INFORMATION

1.1 SCOPE

1.1.1 The City of Dania Beach, Florida (the “City” or “Owner”), is actively seeking bids from qualified Contractors (the “Contractor”), for a project known as the “**Southeast 5th Avenue Crosswalk**”. The project consists of furnishing and installing improvements at Southeast 5th Avenue for a crosswalk.

1.1.2 By submitting a bid, the Bidder acknowledges that he, she, or it is familiar with the scope of services prior to submitting a bid. Failure of a Bidder to be familiar with the requirements of the Project Work does not relieve the Contractor of the responsibility for completion of all required services for the Project.

1.1.3 It shall also be the Bidder's responsibility to visit the proposed Project Site to become thoroughly familiar with the nature and extent of the Work to be performed and all local existing site conditions, and to make his or her own estimate of the facilities and difficulties attending the execution of the Work; no allowance shall be made by the Owner for the Bidder's failure to do so.

1.1.4 Bids will be considered if submitted by qualified Contractors who or which have experience, including similar previous work in the provision of the requested services. Contractors offering full service will receive the highest consideration.

1.1.5 Applicants should bids electronically and include the following items in the submitted Bid:

Letter of Transmittal;

- a. Anticipated time line to begin delivery of services;
- b. A breakdown of the costs for the delivery of services described above.
- c. Résumés of key personnel who will actually be assigned to the Project Work and a description of the role of each person within the company.
- d. **NOTE:** The City expects those personnel listed to be those who will be actually performing the Project Work. Substitutions (Contractors only) will be permitted only upon written approval of the City’s representative or designee who is in charge of the Project.
- e. A list of five (5) similar projects performed in South Florida (see the form to be used which is included as Exhibit “A”, “Bidder Qualifications”; it is made a part of and is incorporated into the ITB by this reference) and it includes the following information:
 - 1) Name of each entity for which the work was performed;
 - 2) Brief description of the scope of work;
 - 3) Amount of initial contract award; and
 - 4) Name of contact person and contact information with the entity who can knowledgeably discuss your company’s performance.
- f. Indication that the Contractor can provide increased levels of service (additional hours) at the same cost per hour; and
- g. Any other information that the Contractor feels is relevant to assist the City in evaluating Contractor’s qualifications.
- h. The City intends to award an agreement to the lowest, responsive, responsible Bidder for the requested services specified in the ITB, taking into consideration

experience, staffing, equipment, materials, references and past performance. The City reserves the right to reject any and all bids, to waive any informality in a bid and to make an award in the best interests of the City. In case of disputes in the award of the agreement, the decision of the City shall be final and binding on both parties.

- i. If the Bidder to whom or to which an award is made fails to enter into an agreement, the award may be annulled and the agreement offered to the next most qualified Bidder or to the Bidder which offered the next lowest, responsive and responsible bid in the opinion of the City. **THE CONTRACTOR AND ANY SUBCONTRACTOR(S) SHALL NOT COMMENCE WORK ON THE PROJECT UNTIL AN AGREEMENT HAS BEEN FULLY EXECUTED BY BOTH PARTIES.**

SECTION 2 - NO BIDS

If a Bidder does not intend to bid, please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason. Failure to bid prior to the date and time scheduled for the bid opening may result in the Bidder being deleted from the City's bidders' registration list for the services requested in the Invitation to Bid.

SECTION 3 - CAUSES FOR REJECTION OF A BID

3.1 No bid will be considered or accepted that, in the opinion of the City, is informal or unbalanced, or contains inadequate or unreasonable prices for any items; each item must carry its own proportion of the cost as nearly as is practicable. However, the City shall be under no obligation to investigate the correctness of any bid, and the Bidder by signing the bid shall be deemed to have verified that no errors appear in the bid as submitted. Any alterations, erasures, interlineations or failures of a bid to contain all items called for in the ITB may result in rejection of the bid.

3.2 If any Bidder violates any provision in the ITB, such Bidder may be disqualified from performing the Project Work, or from furnishing the requested services for which the bid was submitted, and the Bidder may be further disqualified from bidding on any future bids for work, for goods, or for services for the City.

3.3 The Bidder shall complete the "**Bid Form**", which is attached as Exhibit "B"; it is made a part of and is incorporated into the ITB by this reference.

SECTION 4 - INTERPRETATION AND CLARIFICATION OF BIDDING DOCUMENTS

4.1 All questions requiring interpretation or clarification of the bidding documents shall be made in writing and shall be delivered to the City (and its Consultant, if applicable) at least ten (10) business days prior to the date for the receipt of Bids. No questions shall be answered during the five (5) business days prior to the date of the opening of the Bids.

4.2 For information pertaining to this ITB, email the Procurement Administrator at procurement@daniabeachfl.gov. Such contact shall be for clarification purposes only. Material changes, if any, to the scope of services or Proposal procedures will be transmitted only by written addendum.

4.3 Interpretations or modifications of the bidding documents made in any manner other than Addendum or Addenda issued by the City shall not be binding and shall have no effect.

4.4 The Bidder, prior to submitting a bid, shall ascertain that it has received any Addendum or Addenda issued by the City for this Project, and that shall be acknowledged in writing by an authorized representative.

4.5 Costs for those matters not questioned and not addressed in an Addendum or Addenda, shall be the responsibility of the Bidder, and Bidder shall be responsible to include such costs within the submitted Bid.

4.6 Bidders shall use the Bid Document Forms furnished in the ITB. Bid Base Amounts shall be furnished in both words and numerals, and in case of a discrepancy between the two, the amount written in words shall govern.

4.7 In the event of a mathematical error in the extension of any unit price, or addition of total price, the unit price shall prevail.

4.8 Insurance Coverage: Bidders who are responding to the Invitation to Bid (“ITB”) **MUST** comply with all of the insurance requirements specified in Section 27 (“Insurance Requirements”) of the Bid Documents and the Agreement upon award to the successful Bidder.

SECTION 5 - GENERAL CONDITIONS

5.1 Purpose: The purpose of the Invitation to Bid is to establish between the City and the Contractor an agreement to perform the project work, consisting of furnishing and installing improvements at Southeast 5th Avenue for a Crosswalk. The successful Bidder shall provide a Performance Bond for One Hundred Ten percent (110%) of the contract price made payable to the City of Dania Beach, Florida, within fourteen (14) days of notification of the award of the agreement. A copy of the Performance Bond form is attached as Exhibit “C”; it is made a part of and is incorporated into the ITB by this reference.

5.2 Documentation: Bidder shall submit in its bid the following:

- a. Evidence that the Bidder is certified and licensed to perform the required services in the State of Florida. The successful Bidder must be in compliance with all applicable laws and regulations;
- b. A statement stating the number of years the Contractor has been a qualified provider of the requested services; and
- c. A complete Bidder's Questionnaire form which is attached as Exhibit "E"; it is made a part of and is incorporated into the ITB by this reference.

5.3 Bidder Expenses: Bidders are solely responsible for their own expenses in preparing and submitting Bids, and for any meetings, negotiations or discussions with the City or its representatives and consultants, relating to or arising from this ITB. The City and its representatives, agents, consultants and advisors shall not be liable to any Bidder for any claims, whether for costs, expenses, losses or damages, or loss of anticipated profits, or for any other matter whatsoever, incurred by any Bidder in preparing and submitting a Bid, or participating in negotiations for a contract, or any other activity related to or arising out of this ITB.

5.4 No Contract: By submitting a Bid and participating in the process as outlined in this ITB, Bidders expressly agree that no contract of any kind is formed under or arises from this ITB prior to the complete signing by both parties of a formal written contract.

Conflict of Interest: Bidders shall disclose any potential conflicts of interest and existing business relationships they may have with the City. If requested by the City, a Bidder should provide all pertinent information regarding ownership of the entity within forty-eight (48) hours of the City's request.

5.5 General Conditions: The agreement to be awarded will be subject to the provisions of the United States Constitution, Florida laws, statutes and ordinances of the United States of America, the State of Florida, Broward County and the City of Dania Beach.

SECTION 6 - SPECIAL CONDITIONS

6.1 Any and all Special Conditions contained in the ITB that may be in variance or conflict with the General Conditions shall have precedence over the General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety.

6.2 The Notice of Invitation to Bid, Bidder's Questionnaire, Specifications, Exhibits, Addendum or Addenda, the legal advertisement of the ITB and any other pertinent documents form a part of the ITB, and ultimately, the agreement; all of the documents are made a part of and are incorporated into the ITB and the awarded agreement.

SECTION 7 - PUBLIC ENTITY CRIMES STATEMENT

A person or affiliate who, or which has been placed on the State of Florida convicted vendor list

following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, subcontractor or consultant under an agreement with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 F.S. for CATEGORY TWO, which is \$35,000.00, for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. A form to that effect, as mentioned above, must be submitted by the Bidder. A copy of the Sworn Statement on Public Entities Crimes is attached as Exhibit "F"; a copy is made a part of and is incorporated into the ITB by this reference.

SECTION 8 – PRICES, TERMS ARE TO BE FIRM

8.1 The Bidder warrants by virtue of its Bid that the prices, terms and conditions contained in the ITB shall be firm for a period of no less than sixty (60) calendar days from the date of the bid opening.

8.2 The bid prices shall include all permit fees, royalties, license fees, taxes and other costs arising from the use of the materials and equipment in any way involved in the Project Work, as well as all costs of packaging, transporting and delivery of any materials and equipment to the designated location within the City, and the site cleanup. If the Project exceeds a cost of \$50,000.00, the agreement is subject to the City's Prevailing Wages' Ordinance, Code of Ordinances; a copy is attached as Exhibit "G" and it is made a part of and is incorporated into the ITB by this reference.

8.3 The City may require the addition or deletion of services from the Contractor if the requirements and needs of the City change, in City's sole opinion. This may entail additional services and additional locations. The Contractor shall provide the City with costs for these additional services and additional locations or both, based upon the cost structure utilized in establishing the pricing for listed locations in initially contracted areas. Deletion of locations, services, or both shall be handled in the same manner as described above. If the costs offered are not acceptable to the City, the City reserves the right to procure the additional services from one or more other Contractors.

SECTION 9 - BID SECURITY

9.1 Bid Security: Simultaneously with the delivery of an executed Bid to the Owner, the Bidder shall furnish to the Owner a Bid Security in the amount of Ten Thousand Dollars (\$10,000.00) as security for the faithful execution of an Agreement with the Owner in the event of a bid award by the City Commission.

9.2 Bid security may be in the form of a cashier's check payable to the City of Dania Beach and drawn on a Florida bank, or a Bid Bond (see Exhibit "K") issued by a surety meeting the qualifications stated in these Instructions to Bidders. Bonds shall be submitted on the forms provided by the Owner. Bonds shall be returned subsequent to award of the Agreement by the

City Commission and execution by the successful Bidder and the appropriate City officials. If the Bidder fails to submit the required executed agreement within fourteen (14) calendar days after an award, the Bidder agrees that the City may retain the bid security deposit as the City's liquidated damages.

9.3 Failure of the successful Bidder to execute an Agreement, to furnish Performance and Payment Bonds when required, and to furnish Certificates of Insurance in the minimum amounts specified in the Bid shall be just cause for the rescission of the agreement award and the retention of the Bid Security deposit by the Owner. Such retention shall be considered not as a penalty, but as liquidation of the claims of the Owner for damages it sustained, which are not otherwise readily ascertainable. Award may then be made to the next ranked Bidder, or all Bids may be rejected.

SECTION 10 - PROTECTION OF PROPERTY

10.1 The successful Bidder shall at all times guard against damage or loss to City property or property of other persons, vendors or Contractors and shall be responsible for replacing or repairing any such damage or loss. The Contractor will be required to report any such damages immediately to the City's representative in charge of the Project.

10.2 The City reserves the right to repair any damages created by the Contractor and to deduct the appropriate amount from any payment due to the Contractor. In all cases, the decision of the City is final.

SECTION 11 - TRASH

Contractor shall be responsible for the daily removal of trash and debris from the Project work sites and upon completion of the Project Work.

SECTION 12 - INSTRUCTIONS TO BIDDERS

12.1 Form Documents: The bid and its accompanying statements must be made on the forms provided in the ITB. The forms must be submitted in good order and with all the blanks completed. The bid must be signed by a representative of the Bidder duly authorized to do so, and, in the case the bid is signed by a deputy or subordinate, the principal's written authority to do so must accompany the bid.

12.2 Taxes: Bidders should not include taxes in prices in the ITB. The City is exempt from any taxes related to the requested services, which may otherwise be imposed by the state or federal government. An exemption certificate will be supplied upon request.

SECTION 13 - RETENTION OF RECORDS AND RIGHT TO ACCESS

The successful Bidder shall preserve and make available all financial records, supporting documents, statistical records, and any other documents pertinent to the agreement for a period of three (3) years after termination or conclusion of the agreement, or if an audit has been initiated

and audit findings have not been resolved at the end of these three (3) years, the records shall be retained by the City until resolution of audit finding.

SECTION 14 - NON-COLLUSION STATEMENT

By submitting a bid, the Bidder affirms that the bid is without previous understanding, agreement, or connection with any person, business, or corporation and that the bid is in all respects fair, and made without collusion or fraud. The Non-Collusion Affidavit form must be executed by the Bidder; a copy of the form is attached as Exhibit “H”; it is made a part of and is incorporated into the ITB by this reference.

SECTION 15 - MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS

The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to provide these items, and feels that the technical specifications are overly restrictive, the Bidder must notify the City of Dania Beach in writing immediately. Such notification must be received by the City prior to the deadline contained in the ITB, for questions of a material nature, at least ten (10) calendar days prior to the bid opening date. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to the Bidder.

SECTION 16 - PUBLIC RECORDS

16.1 Bid Submissions Shall Become City Property: All submissions become the property of the City and will not be returned to the Bidder. The City will hold all submissions in confidence unless otherwise required by law.

16.2 Contractor’s Obligations: Bidders should be aware the City is a “public body” as defined in Florida Statutes, Section 119.011(2) and that it is subject to Florida Statutes, Section 119.0701(2) (a), and the related provisions of the Florida Public Records Law. If awarded this project, the following will apply:

16.2.1 Documents to Be City Property: Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with the contract are and shall remain the property of the City.

16.2.2 Maintenance of Records: Bidder agrees to keep and maintain public records in Bidder’s possession or control in connection with Bidder’s performance under the contract. Bidder additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Bidder shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the contract, and following completion of the contract until the records are transferred to the City.

16.2.3 Response to Public Records Requests: Upon request from the City custodian of public records, Bidder shall provide the City with a copy of the requested records or allow the

records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.

16.2.4 Delivery of Records: Upon completion of the contract or in the event of termination by either party, any and all public records relating to the contract in the possession of the Bidder shall be delivered by the Bidder to the City Manager, at no cost to the City, within seven (7) days. All such records stored electronically by Bidder shall be delivered to the City in a format that is compatible with the City's information technology systems. Once the public records have been delivered upon completion or termination of the contract, the Bidder shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

Any compensation due to Bidder shall be withheld until all records are received as provided in this ITB.

16.2.5 Failure to Comply: Bidder's failure or refusal to comply with the provisions of this section shall result in the immediate termination of the contract by the City.

16.3 Florida Public Records Law: Pursuant to Section 119.0701(2) (a), Florida Statutes:

IF THE BIDDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE BIDDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, THE BIDDER MUST CONTACT THE CITY CUSTODIAN OF PUBLIC RECORDS.

Custodian of Records:	Thomas Schneider, City Clerk
Mailing Address:	100 W. Dania Beach Boulevard Dania Beach, Florida 33004

Telephone number:	954-924-6800, Ext. 3623
Email:	tschneider@daniabeachfl.gov

SECTION 17 - SUCCESSORS AND ASSIGNS

The City and Contractor, respectively, will bind themselves, their partners, successors, assigns and legal representatives to the agreement. Neither party to the agreement shall assign or subcontract it or any portion of it, without the advance written consent of the other.

SECTION 18 - QUALIFICATION OF BIDDERS

18.1 Bidders' Qualifications: The Bidder shall complete the Bidders' Qualifications Form (Exhibit "A") attached, along with any other evidence of satisfactory experience and ability to perform the proposed Work. The failure of Bidder to demonstrate successful performance of projects of a similar magnitude, scope and value as this project may be deemed to be grounds for declaring the Bidder to be non-responsible.

18.2 Certified Financial Statement: If requested by the Owner, the Bidder shall submit a certified financial statement, prepared within thirty (30) days of submission of the bid, indicating current financial resources, liabilities, capital equipment, and financial history performance.

18.3 Disqualification: A Bidder shall be disqualified and its unopened Bid shall be rejected by the City for any one or more of the following reasons:

- a. Reason to believe that collusion exists among the Bidders.
- b. The Bidder is or has been involved directly or indirectly in litigation or arbitration against the Owner within the past ten (10) years.
- c. The Bidder has defaulted on any previous contract with the Owner within the past ten (10) years or is in arrears on an existing contract.
- d. The submittal of more than one Bid from an individual, firm, partnership, corporation or association under the same or different names. All such parties shall be disqualified.
- e. Untimely bids shall be automatically and absolutely disqualified and returned unopened. Excuses for the untimely submittal shall not be accepted. The time of bid receipt documented by the City Clerk's office shall determine the timeliness of the Bid.

18.4 Non-responsible Bidder: A Bidder may be determined by the Owner to be "non-responsible" once Bids are opened, and a Bid may be rejected for any one or more of (but not limited to) the following reasons:

- a. Determination of a lack of competency as may be revealed by qualification statements, financial statements, experience records or other information disclosed to Owner by other sources.
- b. The Bidder's uncompleted or pending workload on other projects, which in the judgment of the Owner may cause detrimental impact on timely completion of the Work.
- c. The appearance of an unbalanced Bid, as determined by the Owner.
- d. If the Bidder makes one or more false statements or provides false information in connection with any portion of the bidding documents.
- e. If the Bidder fails to demonstrate successful performance and completion of projects of a similar magnitude, scope or value as this project.

18.5 Non-responsive Bidder: A Bidder may be deemed to be non-responsive and a Bid may be rejected for any of, but not limited to, the following reasons:

- a. If the Bidder fails to submit a complete Bid, including but not limited to, submitting evidence of all insurance coverages required by the Bid and the Contract Documents.
- b. If the Bidder fails in any way to abide by any of the provisions of the Contract Documents.

SECTION 19 - CONTRACTOR'S RELATION TO THE CITY

It is expressly agreed upon and understood that the Contractor will be in all respects an independent contractor as to the Project Work, and that the Contractor is in no respect an agent or employee of the City. The agreement will specify the Project Work to be done by the Contractor, but the method to be employed to accomplish the work shall be the responsibility of the Contractor, unless otherwise provided in writing in the agreement. Contractor and its employees are not entitled to any of the benefits that the City provides for City employees.

SECTION 20 - EMPLOYEES OF THE CONTRACTOR

20.1 Contractors shall only designate employees who are sufficiently skilled to provide the required services specified in the ITB. Any person employed to provide the services who fails, refuses or neglects to obey the instructions of the City's representative in anything relating to these services, or who appears to be disorderly, insubordinate, or incompetent shall upon the order of City's representative, be immediately relieved by the Contractor from the Project Work. Any interference with, or any abusive or threatening conduct toward any City representative, its assistants or inspectors by the Contractor, its employees or agents, or any member of the public shall be grounds for the City to terminate the agreement and re-let the work. The Contractor shall furnish all labor, materials, supplies and equipment necessary to properly maintain all Project Work areas in an acceptable and safe condition.

20.2 Contractor agrees that it and its officers shall be held fully responsible, except as otherwise prohibited by law, for all acts of their employees while in their employ.

SECTION 21 - AVAILABILITY OF FUNDS

The obligations of the City under the awarded agreement will be subject to the availability of funds.

SECTION 22 - LICENSES, PERMITS, AND FEES

In accordance with the Public Bid Disclosure Act, Section 218.80, Florida Statutes, each license, permit, or fee a Contractor will have to pay the City before or during the work, items or services to be provided or the percentage method or unit method of all licenses, permits, and fees required by the City and payable to the City by virtue of the work, items, or services as part of the agreement are as follows:

- a. Contractor shall have and maintain during the term of the agreement any and all appropriate City licenses, fees (and business tax receipts, if applicable), which shall be paid in full in accordance with the City's fee structure for such items. **THERE WILL NOT BE ANY PERCENTAGE REDUCTION OR WAIVING OF CITY LICENSES, FEES (OR BUSINESS TAX RECEIPTS, IF APPLICABLE).**
- b. During the performance of the agreement, there may be times when the Contractor will be required to obtain a permit for such work, or in connection with the items or services. It is the responsibility of the Contractor to ensure that it has the appropriate

permits as may become necessary during the performance of the work. Any fees related to the required permits in connection with the agreement will be the sole responsibility of the Contractor.

- c. Licenses, permits, and fees may be required by Broward County, the state of Florida or the federal government.
- d. City will reimburse permit fee costs related to dewatering and National Pollutant Discharge Elimination System (NPDES).

SECTION 23 - TERMINATION OF AGREEMENT

If the successful Bidder who or which is awarded the contract fails to provide the services, or shall in any other manner commit a breach of the agreement and fails to remedy the same within five (5) calendar days after receipt of written notice from the City, the City may terminate the agreement resulting from the ITB without any further notice to the Contractor. City representatives will review the construction services periodically to assure that the requirements of the agreement are being met. If any work is unsatisfactory, the Contractor shall be contacted, and the discrepancies corrected at no additional cost to the City. If deficiencies are not corrected within five (5) working days, the City may, at its option, perform the required services or contract to have them performed and deduct the cost of those services from the agreement cost.

SECTION 24 - TERMINATION OF AGREEMENT FOR CAUSE

If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under the agreement, or if the Contractor shall violate any of the provisions of the agreement, the City may upon written notice to the Contractor, terminate the right of the Contractor to proceed under the agreement, or as to such part or parts of the agreement for which there has been a default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such default and termination, any completed services performed by the Contractor under the agreement shall, at the option of the City become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of set-off until such time as the amount of damages due to the City from the Contractor can be determined. The City reserves the right to terminate the agreement upon thirty (30) calendar days' written notice, without cause.

SECTION 25 - INDEMNIFICATION AND HOLD HARMLESS PROVISIONS

25.1 The selected Contractor shall, in addition to any other obligation to indemnify the City and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the City, including its agents, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), or costs arising out of any actual or alleged:

- a. bodily injury, sickness, disease or death, or injury to or destruction of tangible property, including the loss of use resulting therefrom, or any other damage or loss arising out of or resulting or claimed to have resulted in whole or in part from any

- actual or alleged act or omission of the Contractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in the performance of the work;
- b. any violation of law, statute, ordinance, governmental administrative order, rule, regulation, or infringement of patent rights by Contractor in the performance of the work;
 - c. liens, claims, actions made by the Contractor or other party performing the work; and
 - d. claims of whatsoever nature related to collection practices or any actions of a contradictory nature pursuant to the Agreement or in an attempt to collect monies due or claimed to be due to the City.

25.2 Indemnification for Construction Contracts. In the event that the performance of services under the Contract is deemed to be a “construction contract” pursuant to §725.06, Florida Statutes, as it may be amended from time to time, the following indemnification shall apply:

To the fullest extent permitted by Chapter 725, Florida Statutes, as it may be amended, the Contractor agrees to indemnify and hold harmless the Owner, its officers, employees, and assigns from liabilities, damages, losses, and costs including, but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentionally wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of the provisions in the Contract Documents.

SECTION 26 - INSURANCE REQUIREMENTS

26.1 Insurance Required Before Commencement of Work: The Contractor shall not commence Work under the Agreement until Contractor has obtained all insurance required under this Section, and not until such time that the coverages are approved by the Risk Manager of the City. The Contractor shall not allow any employee of Contractor or any Subcontractor to commence Work on any subcontract until the Subcontractor and all Coverages required of any Subcontractor have been obtained and approved by the Risk Manager of the City. In addition, Contractor shall be responsible for any and all policy deductibles and self-insured retentions.

26.2 Insurance Requirements: Coverages shall be in force until all Work required to be performed under the terms of the Agreement, including any applicable warranty period, is satisfactorily completed as evidenced by the formal written acceptance by the City. In the event insurance certificates provided to City indicate that the insurance shall terminate and lapse during the period of the Agreement, including any applicable warranty period, then in that event, the Contractor shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed Certificate of Insurance as proof that equal and like coverages for the balance of the period of the Agreement, including any extension of it, and including any applicable warranty period, is in effect. **THE CONTRACTOR AND ANY SUBCONTRACTOR SHALL NOT PERFORM OR CONTINUE WORK PURSUANT TO THE AGREEMENT, UNLESS ALL COVERAGES REMAIN IN FULL FORCE AND EFFECT. ANY DELAY IN THE WORK CAUSED BY A LAPSE IN COVERAGE SHALL BE NON-EXCUSABLE, SHALL NOT BE GROUNDS FOR A TIME**

EXTENSION, AND WILL BE SUBJECT TO ANY OTHER APPLICABLE PROVISIONS DESCRIBED IN THE AGREEMENT OR ELSEWHERE IN THE BID DOCUMENTS CONCERNING CONTRACTOR DELAY.

26.3 Required Minimum Coverages: The below coverages are minimum limit requirements. Umbrella or Excess Liability policies are acceptable to provide the total required liability limits, as long as the Risk Manager of the City reviews and approves in writing the insurance limits on each of the policies. The City must approve any changes to these specifications and has the right to review and amend coverage requirements. The CONTRACTOR shall be held responsible for any modifications, deviations, or omissions in these insurance requirements. CONTRACTOR shall be responsible for any deductible amounts.

26.4 GENERAL LIABILITY INSURANCE is to include bodily injury, broad form property damage, products/completed operations, blanket contractual liability, and personal/advertising injury with limits of no less than One Million Dollars (\$1,000,000.00) per occurrence, and Two Million Dollars (\$2,000,000.00) annual aggregate.

26.5 SPECIAL PROVISIONS AS TO GENERAL LIABILITY INSURANCE (to be confirmed on or attached to the Official Certificate of Insurance):

- a. Annual Aggregate shall apply “Per Job”;
- b. “The City of Dania Beach, Florida” is added as a named “Additional Insured”;
- c. Additional Insured status is included for Products completed operations coverage for a period of no less than five (5) years following the completion of the Work or Project;
- d. Additional insured coverage shall be no more restrictive than Insurance Services Office (ISO) form CG 2037 (07 04);
- e. Contractor’s insurance shall be primary and non-contributory;
- f. Waiver of Subrogation in favor of the City;
- g. 30 Days’ Notice of Cancellation or modification to City (if not available on the insurance policies, then Contractor has responsibility for notification); and
- h. Copy of Additional Insured Endorsement or other endorsements may be attached to the Certificate.

26.6 WORKERS’ COMPENSATION INSURANCE shall be maintained by Contractor and any subcontractors during the life of the Agreement, including any applicable warranty period(s), and it is to apply to all “statutory employees” of Contractor (as that phrase is defined by Chapter 440, Florida Statutes), in compliance with the “Workers’ Compensation Law” of the State of Florida and all applicable federal laws, for the benefit of the Contractor, its employees, and Subcontractors.

26.7 In the case any work is sublet as otherwise addressed in the Agreement or Bid Documents, the Contractor shall require any Subcontractors similarly to provide Workers’ Compensation Insurance for all of the latter’s employees, in addition to any coverage afforded by the Contractor,

by furnishing Statutory Limits Part A, and no less than One Million Dollars (\$1,000,000.00) Employers' Liability Limits Part B.

26.8 IN NO EVENT SHALL THE CONTRACTOR BE PERMITTED TO UTILIZE IN THE PROSECUTION OF THE WORK, THE FOLLOWING:

- A) ANY EMPLOYEE, SUBCONTRACTOR OR SUBCONTRACTOR EMPLOYEE WHO IS EXEMPTED OR PURPORTED TO BE EXEMPT FROM WORKERS' COMPENSATION INSURANCE COVERAGE; OR**
- B) ANY EMPLOYEE, SUBCONTRACTOR OR SUBCONTRACTOR EMPLOYEES WHO WILL BE COVERED BY AN EMPLOYEE LEASING ARRANGEMENT.**

26.9 SPECIAL PROVISIONS AS TO WORKERS' COMPENSATION INSURANCE (to be confirmed on or attached to the Official Certificate of Insurance) :

- A) 30 Days' Notice of Cancellation or Modification to City (if not available on the insurance policies, then Contractor has responsibility for notification); and
- B) Waiver of Subrogation.

26.10 AUTOMOBILE LIABILITY INSURANCE shall be maintained with combined single limits of no less than One Million Dollars (\$1,000,000.00), to include coverage for owned, hired, and non-owned vehicles.

26.11 SPECIAL PROVISIONS AS TO AUTOMOBILE LIABILITY INSURANCE (to be confirmed on or attached to the Official Certificate of Insurance):

- A) "The City of Dania Beach" is added as a named "Additional Insured";
- B) 30 Days' Notice of Cancellation or modification to City (if not available on the insurance policies, then Contractor has responsibility for notification); and
- C) Waiver of Subrogation.

26.12 Proof of Insurance: The following are requirements that must be met regarding the Bidder's delivery of Certificates of Insurance for all coverages required in the Agreement and Bid Documents:

26.12.1 "Preliminary" certificate means that certificates of insurance verifying all general insurance requirements (as noted below) must be included with ar Bid submittal on the date and time of the Bid opening. If the "preliminary" certificates are not included with a Bid submittal, then the City has the right to consider the submitted Bid as non-responsive on the date and time of the Bid opening. "Preliminary" Certificates may be issued without documentation of all "Special Provisions". However, Contractor does understand that all provisions, including "Special Provisions" noted below are expected to be fully documented on or attached to the "Official" Certificates of Insurance as described below.

26.12.2 “Official” Certificates of Insurance must be delivered to the City Clerk’s office and Risk Manager of the City. If the “Official” certificates are not delivered before or on the fourteenth (14th) Business Day after the issuance by the City of the “Notice of Apparent Low Bidder”, then the City has the right to consider the awarded Agreement to the successful Bidder as void and to negotiate a contract with the next lowest responsive and responsible Bidder. “Special Provisions”, as referenced below under each type of insurance requirement shall be fully confirmed on or attached to the “Official” certificates.

26.12.3 All Certificates of Insurance must clearly identify the contract to which they pertain, including a brief description of the subject matter of the contract. The certificates shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty (30) days’ prior written notice has been given to City. If this coverage is not provided, then Contractor is responsible for such notice to City. Insurance policies for required coverages shall be issued by companies authorized to do business under the laws of the State of Florida and any such companies’ financial ratings must be no less than A-VII in the latest edition of the “BEST’S KEY RATING GUIDE”, published by A.M. Best Guide. In the event that the insurance carrier’s rating shall drop, the insurance carrier shall immediately notify the City in writing.

SECTION 27 – SAFETY

27.1 The successful Bidder shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Project Work. The successful Bidder shall comply with the rules and regulations of the Florida Department of Commerce regarding industrial safety (Florida Statutes, Section 440.56) and with the standards set forth in the federal Occupational Safety and Health Act of 1970 (OSHA), and its amendments.

27.2 Bidder, by submitting a bid, certifies that all materials and equipment to be supplied for the Project will meet all federal and state requirements, including but not limited to, the Occupational Safety and Health Act (OSHA).

SECTION 28 - WARRANTY

The Contractor shall warrant to the City that materials and equipment furnished under the agreement will be of good quality and new unless otherwise required or permitted by the Contract Documents; that the Work will be free from defects, and that the Work will conform to the terms and conditions of the agreement. Work not conforming to those terms and conditions, including substitutions not properly approved and authorized may be considered defective. The Contractor's warranty may exclude damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient City maintenance, improper operation, or normal wear and tear under normal usage. The Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. All manufacturers’ product warranties shall be registered in the City’s name and for its sole benefit.

SECTION 29 - RESPONSIBLE BIDDER

No bid will be accepted from, nor will any agreement be awarded to, any person or entity

who or which is in arrears to the City of Dania Beach upon any debt or agreement, who or which is in default as surety or otherwise upon any obligation to the City, who is deemed irresponsible or unreliable by the City, or who or which has been found guilty or convicted of a Public Entity crime in any federal or state trial court of record.

SECTION 30 - CONTRACTOR'S FINANCIAL/EXPERIENCE RECORD

The City shall have the right to investigate the financial condition and experience record of the Bidder, and determine to its satisfaction the competency of the Bidder to undertake the requested services in the ITB.

SECTION 31 - BILLING PROCEDURE

The preferred method for invoices is to send via email to ap@daniabeachfl.gov. A copy may also be mailed to City Hall.

City of Dania Beach Finance Department
Attn: Accounts Payable
100 West Dania Beach Boulevard
Dania Beach, Florida 33004

with a copy to:

City of Dania Beach Public Services Department
Attn: Fernando Rodriguez
1201 Stirling Road
Dania Beach, Florida 33004

The City will pay to the Contractor for the faithful performance of the Contract, in lawful money of the United States, and subject to adjustments as provided in the Contract Documents, the amounts equal to the sum of the unit, lump sum price or both established for each separately identified work item, times the estimated quantity of that item, as indicated in the Schedule of Prices.

As provided in the Bid, the quantities entered in the Schedule of Prices for each item of work is an estimate only and the final Contract amount and the total payment made to the Contractor will be based on the actual number of units of each work item incorporated in the Work of the Contract. It is understood that the unit prices quoted or established for work items will be used for computing the amount to be paid to the Contractor, based on the quantities actually constructed as determined by the applicable measurement and payment portion of the Specifications.

SECTION 32 - BID PROTEST PROCEDURE

32.1 After a Notice of Intent to Award a contract is posted, any actual or prospective Bidder claiming to be aggrieved in connection with the pending award of the Contract or any element of the process leading to the award of the Contract may protest to the City Manager. A protest must

be filed by 5:00 PM on the third (3rd) Business Day after posting at City Hall of the Notice of Award (excluding the day that the Notice is posted) or any right to protest is waived. The protest must be in writing, must identify the name and address of the protester, and must include a factual summary of, and the basis for, the protest. Filing shall be considered complete when the protest and a Bid Protest Bond are timely received by the City Manager's Office.

32.2 A Bid Protest Bond shall accompany the written protest, to compensate City for the expenses of administering the protest. If the protest is decided in the protester's favor, the entire deposit shall be returned to the protester. If the protest is not decided in the protester's favor, the deposit shall be retained by the City. The deposit shall be in the form of a cashier's check, and shall be the one percent (1%) of the amount of the pending award to the initial successful Bidder or five thousand (\$5,000.00) dollars, whichever is less.

32.3 The Protest Committee shall have the authority to review, settle, and resolve all protests. Members of the Protest Committee will be appointed by the City Manager. If the Protest Committee determines that the pending award of a contract or any element of the process leading to the award involved a significant violation of law, applicable rule or regulation, all steps necessary and proper to correct the violation shall be taken. If the Protest Committee determines that the protest has merit, the City Manager shall direct that all appropriate steps are to be taken to remedy it.

32.4 In the event of a timely protest, the City Manager shall stay the award of the Contract unless, after consulting with the City Attorney and a representative from the City's Department for which the services are being obtained, the City Manager determines that the award of the Contract without delay is necessary to protect the substantial interests of the City. The continuation of the bid award process under these circumstances shall not preempt or otherwise affect the protest.

SECTION 33 - LITIGATION

33.1 In addition to any other provision of this ITB, the City may, in its absolute discretion, reject a Bid if the Bidder, or any officer or director of the Bidder submitting the Bid, is or has been engaged directly or indirectly in legal action against the City, its elected or appointed officers, representatives or employees in relation to any matter.

33.2 In determining whether or not to reject a Bid under this section, the City will consider whether the litigation is likely to affect the Bidder's ability to work with the City, its consultants and representatives and whether the City's experience with the Bidder indicates that there is a risk that the City will incur increased staff and legal costs in the administration of the contract if it is awarded to the Bidder.

33.3 A contract with the successful Bidder will include the following:

GOVERNING LAW; CONSENT TO JURISDICTION. The law of the State of Florida shall govern the contract. The contract is not subject to arbitration. **THE PARTIES EXPRESSLY WAIVE ALL RIGHTS TO TRIAL BY JURY FOR ANY**

DISPUTES ARISING FROM, OR IN ANY WAY CONNECTED WITH THIS AGREEMENT. THE PARTIES UNDERSTAND AND AGREE THAT THIS WAIVER IS A MATERIAL CONTRACT TERM.

33.4 All claims, counterclaims, disputes and other matters in question between City and the Contractor arising out of, relating to or pertaining to the Contract, the breach of it, the services of it, or the standard of performance required in it, are to be addressed by resort to non-binding mediation as authorized under the laws and rules of Florida; provided, however, that in the event of any dispute between the parties, the parties agree to first negotiate with each other for a resolution of the matter or matters in dispute and, upon failure of such negotiations to resolve the dispute, the parties shall resort to mediation. If mediation is unsuccessful, any such matter may be determined by litigation in a court of competent jurisdiction in Broward County, Florida, or the Federal District Court of the Southern District of Florida and appropriate appellate courts for such venue and jurisdiction. If City or Contractor incurs any expense in enforcing the terms of the Contractor, whether suit is brought or not, each party shall bear its own costs and expenses including, but not limited to, court costs and reasonable attorney fees.

SECTION 34 - CONTRACT AWARD AND EXECUTION

34.1 Bid Opening and Evaluation: The City will publicly open and announce all bids it receives by total amount in accordance with the terms of the advertisement. The City will verify all bidders have properly submitted and executed all required bid documents and forms; review all bids for accuracy; prepare a tabulation of the bids showing the item details and total bid for all responsible bids; check for conformance of all bids to the engineer's estimate; evaluate unbalanced bid items; confirm the bid tabulations; and provide a recommendation for award of bid or recommendation for re-advertisement, if appropriate, to the City Commission.

34.2 Rejection of Bids: The City may reject bids in the following circumstances:

- (a) where the low bid differs from the engineer's estimate by an unreasonable amount (reasonable conformance pursuant to 23 CFR 635.114(c))
- (b) where obvious unbalancing of unit prices has occurred, or
- (c) where competition is considered to be inadequate relative to the size, type, and location of the project.

34.3 Prohibition of Negotiations with Contractors or Bidders: Negotiations with contractors are not permitted during the advertisement, award, or execution period of the contracting process.

34.4 Contract Award and Execution: The City will enter into a contract with the lowest priced and the most responsive and responsible bidder. If the City is unable to come to terms with the lowest priced and the most responsive and responsible bidder, the City shall initiate the award process with the next lower priced most responsive and responsible bidder, and so on, until a contract is executed.

The City is under no obligation to accept any Bid submitted. The City reserves the right in its sole discretion to waive informalities in, or, at any time in the process and to reject any or all Bids at any time.

All costs incurred in the preparation and presentation of any Bid shall be wholly absorbed by the Bidder. All supporting documentation and manuals submitted with any Bid will become the property of the City of Dania Beach unless otherwise requested by the Bidder at the time of submission.

SECTION 35 - SCRUTINIZED COMPANIES

Contractor shall certify that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2018), and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City's option if Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2018), as may be amended or revised, or been placed on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2018), as may be amended or revised, or is engaged in a boycott of Israel.

SECTION 36 - VERIFICATION OF EMPLOYMENT ELIGIBILITY

Consultant represents that Consultant and each Subconsultant has registered with and uses the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this Agreement will not violate that statute. If Consultant violates this section, Municipality may immediately terminate this Agreement for cause and Consultant shall be liable for all costs incurred by Municipality due to the termination.

SECTION 37 – CONE OF SILENCE

37.1 Cone of Silence: Definitions: “Cone of Silence,” as used in this ITB, means a prohibition on any communication regarding a particular Request for Proposal (“RFP”), Request for Qualification (“RFQ”) or Invitation to Bid (“ITB”), between:

a potential vendor, service provider, Bidder, bidder, lobbyist, or consultant, and:

a City Commission member, City’s professional staff including, but not limited to, the City Manager and her staff, or any member of the City’s Selection Committee.

Restriction; Notice: A Cone of Silence shall be imposed upon this ITB upon the advertisement of the ITB. At the time of imposition of the Cone of Silence, the City Manager or designee shall provide for public notice of the Cone of Silence by posting a notice at City Hall. The City Manager shall issue a written notice as to the Cone of Silence to the affected departments, file a copy of such notice with the City Clerk, with a copy to each City Commissioner, and shall include in any public solicitation for goods or services a statement disclosing the requirements of this section.

Termination of Cone of Silence: The Cone of Silence shall terminate at the beginning of the City Commission meeting (whether a regular or special meeting) at which the City Manager makes a written recommendation of award to the City Commission. However, if the City Commission refers the City Manager's recommendation back to the City Manager or staff for further review, the Cone of Silence shall be re-imposed until such time as the City Manager makes a subsequent written recommendation.

Exceptions to Applicability: The provisions of this section shall not apply to:

- a. Oral communications at pre-bid conferences;
- b. Oral presentations before the Selection Committee;
- c. Public presentations made to the City Commission members during any duly noticed public meeting;
- d. Communications in writing at any time with any City employee, unless specifically prohibited by the ITB. The Bidder shall file a copy of any written communication with the City Clerk. The City Clerk shall make copies available to any person upon request;
- e. Communications regarding the ITB between a potential vendor, service provider, Bidder, lobbyist or consultant and the City's Procurement and Contract Services Agent or City employee designated as responsible for administering the procurement process for the ITB, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document;
- f. Communications with the City Attorney and his staff;
- g. Duly noticed site visits to determine the competency of a Bidder regarding the ITB during the time period between the opening of Bids and the time the City Manager makes a written recommendation;
- h. Any emergency procurement of goods or services pursuant to City Code;
- i. Responses to the City's request for clarification or additional information;
- j. Contract negotiations during any duly noticed public meeting;
- k. Communications to enable City staff to seek and obtain industry comment or perform market research, provided all related communications between a potential vendor, service provider, Bidder, lobbyist, or consultant and any member of the City's professional staff including, but not limited to, the City Manager and his staff are in writing or are made at a duly noticed

public meeting.

Penalties: Violation of this section by a particular Bidder shall render any ITB award or contract to the Bidder voidable by the City Commission or City Manager. Any person who violates a provision of this section may be prohibited from serving on a City selection or evaluation committee. In addition to any other penalty provided in this ITB, violation of any provision of this section by a City employee may subject the employee to disciplinary action. Please contact the City Attorney for any questions concerning “Cone of Silence” compliance.

SECTION 38 - ADDITIONAL GENERAL CONDITIONS

38.1 Liquidated Damages:

Liquidated Damages will be assessed as stated in the contract for each non-compliant day that any requirements listed in this section are not met.

38.1.1 Staging of Material in Right-Of-Way:

Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment. Staging area shall be fenced and screened from public sight. Contractor shall not store material such as pipes, drainage structures and equipment within a right of way without prior approval by the City. Material shall be properly secured and screened neatly and will not remain on right of way for more than a week. All pipes, structures and equipment must be stored in a designated staging area.

38.1.2 Site Restoration:

38.1.2.1 Contractor shall remove all excess material and shall clean up and restore the site to its original condition or better. All damage, as a result of work under this Contract, done to existing structures, pavement, driveways, paved areas, curbs and gutters, sidewalks, shrubbery, grass, trees, fences, walls, utility poles, utility pipe lines, conduits, drains, catch basins, flagstones, rocked graveled or stabilized areas or driveways, and including all obstructions not specifically named in this provision, shall be repaired, or replaced, as determined by the Engineer. Site restoration shall be done in a timely manner as the work progresses. Site restoration work shall be completed on private property within 30 days after being disturbed.

36.1.2.2 Contractor shall restore all trenches with a temporary asphalt patch (minimum 1” thick) on all trenches within one (1) week after pipe installation. In no case shall there be more than one thousand (1,000’) feet of trench unpaved. Contractor will be responsible for any re-excavation and surface restoration due to failed tests, pressure, density, etc.

36.1.2.3 First lift of asphalt shall be installed within thirty (30) days in all areas that the infrastructure improvements have been cleared by Permitting Agencies.

38.1.3 Access:

Contractor shall provide one lane open to through-traffic for each section of construction in each direction at all times unless a complete road closure is required. The Contractor shall make every effort to provide access to driveways at the end of the working day. If a driveway is not accessible, homeowners should have access to a neighboring swale area for temporary parking. When vehicular access to homes is not possible for parking of vehicles, an area for parking shall be provided within one block of the furthest home affected. This condition is to be avoided whenever possible and not last more than three (3) days. Vehicular access must be provided by the end of each business working day. The parking area location shall be coordinated by the

Contractor, with the City's approval.” In the event that this option is approved by the City, the Contractor shall notify affected residents at least 48 hours in advance.

38.2 Date of Commencement and Substantial Completion: The Date of Commencement is the date from which the Contract Time is measured, and shall be the date set forth in the NOTICE TO PROCEED as issued by the City. Should the Contractor incur costs prior to the issuance of the NOTICE TO PROCEED, any such costs shall be incurred at the Contractor's risk, and the City shall not reimburse the Contractor for any such costs under any circumstances. Notwithstanding the foregoing, City may reimburse Contractor for actual costs incurred relating to performance and payment bonds and insurance, with submittal of invoices, in the event that City terminates this Contract for convenience, as provided in the General Conditions. If Contractor fails to commence the Work within one (1) week of the date set forth in the NOTICE TO PROCEED, City may terminate the Contract immediately, without providing an opportunity to cure.

The Contractor shall achieve Substantial Completion not later than ninety (90) calendar days and Final Completion of the entire Work not later than one hundred (100) calendar days, each commencing with the date set forth in the NOTICE TO PROCEED as issued by the City, subject to adjustments of this Contract Time as provided in the Contract Documents.

EXHIBIT "A"
BIDDER QUALIFICATIONS

ITB NO. 21-019

The Bidder, as a result of this Bid, MUST hold a county or municipal business tax receipt in its area of its fixed business location. The following information MUST be completed and submitted with the Bid to be considered:

1. Legal Name and Address:

Name: _____

Address: _____

City, State, Zip: _____ Telephone/Fax: _____

2. Specify type of entity Check One: Corporation () Partnership () Individual ()
Other () _____ SPECIFY

3. If Corporation, state:

Date of Incorporation: _____ State in which Incorporated: _____

4. If an out-of-state Corporation or entity, must be currently authorized to do business in Florida by the Office of the Florida Secretary of State:

5. Name and Title of Principal Officers

Date Elected:

6. The length of time in business: _____ years

7. The length of time (continuous) in business in Florida: _____ years

8. Provide a list of at least five commercial or government references that the successful Bidder has supplied service/commodities meeting the requirements of the City of Dania Beach specifications, within the last five (5) years (see attached).

9. A copy of a county or municipal Business Tax Receipt.

10. SIMILAR PROJECTS WITHIN THE LAST FIVE (5) YEARS

Project Title

Address

Owner

Owner's Telephone Number

Contract Value

Percent Complete Completion Date

Project Title

Address

Owner

Owner's Telephone Number

Contract Value

Percent Complete Completion Date

Project Title

Address

Owner

Owner's Telephone Number

Contract Value

Percent Complete Completion Date

Project Title

Address

Owner

Owner's Telephone Number

Contract Value

Percent Complete Completion Date

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Contract Value

Percent Complete Completion Date

Project Title

Address

Owner

Owner's Telephone Number

Contract Value

Percent Complete Completion Date

Project Title

Project Title

Address

Address

Owner

Owner

Owner's Telephone Number

Owner's Telephone Number

Contract Value

Contract Value

Percent Complete

Completion Date

Percent Complete

Completion Date

11. Have you ever failed to complete any work awarded to you?
Yes No If yes, attach a separate sheet of explanation.
12. Within the last five years, has any officer or partner of your organization ever been an officer or partner of another organization that failed to complete an Agreement?
Yes No If yes, attach a separate sheet of explanation.
13. Within the last five years, have you ever had a performance, payment or bid bond called?
Yes No If yes, attach a separate sheet of explanation.
14. Have you, any officer or partner of your organization, or the organization been involved in any litigation or arbitration against the City?
Yes No If yes, attach a separate sheet of explanation.
15. Within the last five years, have you, any officer or partner of your organization, or the organization or parent company or its subsidiaries been involved in any litigation or arbitration against any other Florida public entity?
Yes No If yes, attach a separate sheet of explanation.
16. Within the last five years, have you, any officer or partner of your organization, or the organization or parent company or its subsidiaries been involved in any litigation or arbitration against any private entity for an amount greater than \$100,000?
Yes No If yes, attach a separate sheet of explanation.

17. Has your organization or any of its partners, officers, or key personnel, or its subsidiaries or parent company been charged or indicted for any criminal activity within the last five years?
Yes No If yes, attach a separate sheet of explanation.

18. Has your organization or any of its partners, officers, or key personnel, or its subsidiaries or parent company been convicted or fined for any criminal activity within the last five years?
Yes No If yes, attach a separate sheet of explanation.

19. Within the last five years, have you, any officer or partner of your organization, or the organization been investigated by any local, state, or federal law enforcement agency, criminal justice agency or inspector general office?
Yes No If yes, attach a separate sheet of explanation.

20. Within the last five years, have you, any officer or partner of your organization, or the organization communicated with any local, state, or federal law enforcement agency, criminal justice agency or inspector general office relating to goods or services provided or performed for any governmental entity?
Yes No If yes, attach a separate sheet of explanation.

21. Within the last five years, have there been any reports or audits relating to you, any officer or partner of your organization, or the organization issued by any local, state, or federal law enforcement agency, criminal justice agency or inspector general office.
Yes No If yes, attach a separate sheet of explanation.

22. Within the last five years, have you, any officer or partner of your organization, or the organization failed to disclose or made misrepresentations to any governmental entity regarding conflicts of interest or potential or apparent conflicts of interest.
Yes No If yes, attach a separate sheet of explanation

Note: Information requested in the ITB and submitted by the Bidders will be analyzed by the City of Dania Beach and will be a factor considered in awarding any resulting contract. The purpose is to insure that the successful Bidders in the sole opinion of the City of Dania Beach can sufficiently and efficiently perform all the required services in a timely and satisfactory manner as will be required by the subject contract. If there are any terms or conditions that are in conflict, the most stringent requirement shall apply.

END OF BIDDER QUALIFICATIONS

EXHIBIT “B”

BID FORM

Southeast 5th Avenue Crosswalk

Bid Form is posted on City Webpage and DemandStar

EXHIBIT “C”

PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner, or any other party shall be considered plural where applicable.

CONTRACTOR (name and address):

SURETY (name and principal place of business):

OWNER:

City of Dania Beach, Florida
100 West Dania Beach Boulevard
Dania Beach, Florida 33004

CONSTRUCTION CONTRACT

Date:

Amount:

Date:

Amount:

Description
(name and location):

Furnishing and installing improvements at Southeast 5th Avenue
for a crosswalk.”

City Bid No. 21-019

BOND

Date (not earlier than
Construction Contract
Date):

Amount:

Modifications to this Bond:

None _____ See Page(s) _____

CONTRACTOR AS PRINCIPAL
(Corporate Seal)

SURETY
(Corporate Seal)

Signature

Name

Title

Signature

Name

Title

(Any additional signatures please include at the end of page 5)

FLORIDA RESIDENT AGENT

Address

Telephone:

Facsimile:

1. **DEFINITIONS**

- (A) **Balance of the Contract Price:** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
 - (B) **Construction Contract:** The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes to them.
 - (C) **Contractor Default:** Failure of the Contractor, which failure has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.
 - (D) **Owner Default:** Failure of the Owner, which failure has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms of it.
2. The Contractor and the Surety, jointly and severally bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated into this document by this reference.
3. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences.
4. If there is no Owner Default, the Surety's obligation under this Bond shall arise after:
- (A) The Owner has notified the Contractor and the Surety at its address described in paragraph ten (10) below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen (15) calendar days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, to subsequently declare a Contractor Default; and
 - (B) The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than twenty (20) calendar days after the Contractor and the Surety have received; and

- (C) The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a Contractor selected to perform the Construction Contract in accordance with the terms of the Contract with the Owner.
5. When the Owner has satisfied the conditions of paragraph 4, the Surety shall promptly and at the Surety's expense take one of the following actions:
- (A) Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or
 - (B) Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or
 - (C) Obtain bids or negotiated Bids from qualified Contractors acceptable to the Owner for a Contract for performance and completion of the Construction Contract, arrange for a Contract to be prepared for execution by the Owner and the Contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified Surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in paragraph six (6) in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or
 - (D) Waive its right to perform and complete, arrange for completion, or obtain a new Contractor acceptable to the Owner and with reasonable promptness under the circumstances:
 - 1. After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or
 - 2. Deny liability in whole or in part and notify the Owner citing reasons therefor.
6. If the Surety does not proceed as provided in paragraph four (4) with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen (15) calendar days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds, on in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.
7. After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the

Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

- (A) The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- (B) Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under paragraph 4; and
- (C) Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

Liquidated Damages

Time is of the essence regarding this Invitation to Bid Construction and the work contemplated hereunder and the City may suffer financial loss and inconvenience if the work is not completed to the satisfaction of the City by the time stipulated in the Contract. Therefore, failure to timely complete the work shall result in the awarded Bidder being subject to liquidated damages, but not as penalty, in the amount of \$1,665.00 per calendar day, as set forth in 23 CFR 635.127, for each and every calendar day the work remains incomplete or the items remain undelivered. As compensation due the City for loss of use and for additional costs incurred by the City due to such non-completion of the work, the City shall have the right to deduct the liquidated damages from any amount due, or that may become due to the awarded Bidder under the Contract, or to invoice the awarded Bidder for such damages if the costs incurred exceed the amount due to the awarded Bidder. The awarded Bidder and the City agree that the amount for liquidated damages is not punitive, and is intended to compensate the City for difficult to quantify losses.

- 8. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators or successors.
- 9. The Surety waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
- 10. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two (2) years after

the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

11. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the first page of this document.
12. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with such statutory or legal requirement shall be deemed deleted from this document and provisions conforming to such statutory or other legal requirement shall be deemed incorporated into it. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

CONTRACTOR AS PRINCIPAL
(Corporate Seal)

Signature

Name

Title

SURETY
(Corporate Seal)

Signature

Name

Title

Dated: _____, 20__

END OF PERFORMANCE BOND

EXHIBIT "D"

PAYMENT BOND

Any singular reference to Contractor, Surety, Owner or any other party shall be considered plural where applicable.

CONTRACTOR (name and address):

SURETY (name and principal place of business):

OWNER:

City of Dania Beach, Florida
100 West Dania Beach Boulevard
Dania Beach, Florida 33004

CONSTRUCTION CONTRACT

Project Name: **Southeast 5th Avenue Crosswalk**

City's Bid No.: **21-019**

Date: _____ Amount: _____

The work shall generally consist of furnishing and installing improvements at **Southeast 5th Avenue for a Crosswalk**

BOND

Date (not earlier than
Construction Contract
Date): _____

Amount: _____

Modifications to this Bond: None _____

See Page(s) _____

CONTRACTOR AS PRINCIPAL

SURETY

(Corporate Seal)

Signature

Name

Title

(Corporate Seal)

Signature

Name

Title

(Any additional signatures please include at the end of page 5)

FLORIDA RESIDENT AGENT

Address

Telephone

Facsimile

1. **DEFINITIONS**

- (A) **Claimant:** An individual or entity having a direct Contract with the Contractor or with a Subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's Subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.
 - (B) **Construction Contract:** The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes to it.
 - (C) **Owner Default:** Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms of the Contract.
2. The Contractor and the Surety, jointly and severally bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated into this document by this reference.
3. With respect to the Owner, this obligation shall be null and void if the Contractor:
- (A) Promptly makes payment, directly or indirectly, for all sums due Claimants, and
 - (B) Defends, indemnifies and holds harmless the Owner, its elected officials, employees, agents and Consultant from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for the payment for labor, materials or equipment furnished for use in the performance of the Work, pursuant to the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.
4. With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.
5. The Surety shall have no obligation to Claimants under this Bond until:
- (A) Claimants who are employed by or have a direct Contract with the Contractor have given notice to the Surety (at the address described in paragraph 13) and sent a copy of the notice to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
 - (B) Claimants who do not have a direct Contract with the Contractor:
 - 1. Have furnished written notice to the Contractor and sent a copy, or notice of it, to the Owner, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of

- the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
2. Have either received a rejection in whole or in part from the Contractor, or not received within thirty (30) days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and
 3. Not having been paid within the above thirty (30) days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice of it, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.
6. If a notice required by paragraph four (4) is given by the Owner to the Contractor, or to the Surety, that is sufficient compliance.
 7. When the Claimant has satisfied the conditions of paragraph 4, the Surety shall promptly and, at the Surety's expense, take the following actions:
 - (A) Send an answer to the Claimant, with a copy to the Owner, within forty-five (45) days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
 - (B) Pay or arrange for payment of any undisputed amounts.
 8. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
 9. Amounts owed by the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
 10. The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
 11. The Surety waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
 12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work, part of the work is located, or after the expiration of one (1) year from the date: 1) on which the Claimant gave the required notice; or 2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of one (1) or two (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

13. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with the statutory or legal requirement shall be deemed deleted from this Bond and provisions conforming to such statutory or other legal requirement shall be deemed incorporated into this Bond. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
15. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL
(Corporate Seal)

SURETY
(Corporate Seal)

Signature

Signature

Name

Name

Title

Title

Dated: _____, 20__

END OF PAYMENT BOND

EXHIBIT “E”

BIDDER’S QUESTIONNAIRE

The undersigned guarantees the truth and accuracy of all statements and answers contained below:

1. How many years has your organization been in business? _____
2. List below (or on an attached sheet, if necessary) the names, addresses and telephone numbers of organizations, governmental, private or both located in Broward, Miami-Dade or Palm Beach Counties, for which you are now, or have within the past five (5) years, provided services similar to that called for in the Invitation to Bid.

3. List below (or on an attached sheet, if necessary) all pertinent information and data that would indicate the ability of your organization and management personnel to perform satisfactorily.

4. Have you personally completed a plan for performance of the work?

5. Have you ever failed to complete work awarded to you? If so, when, where and why?

6. What equipment do you own that is available for work?

7. Has your company ever been debarred or held in default in Broward, Miami-Dade, or Palm Beach Counties or elsewhere by any other governmental entity? _____

8. How many employees (Contractors only) will be assigned to perform the services?_____
9. How many supervisors will be assigned to perform the services?_____
10. Will personnel be part of a regular crew assigned to perform the services?
Yes_____ No_____
11. Will you be able to provide service for emergency situations? Yes_____ No_____
If so, how much notice is required? _____
12. What equipment do you own that is available to complete the Project?

Please attach copies of any licenses, awards, certificates, etc., that you may have.

**EVERY PIECE OF EQUIPMENT MUST HAVE ORIGINAL FACTORY GUARDS
AND SHIELDS INSTALLED AND FUNCTIONING AT THE TIME OF WORK.**

END OF BIDDER'S QUESTIONNAIRE

EXHIBIT “F”

Sworn Statement Under Section §287.133(3)(a), Florida Statutes on Public Entity Crimes

(This form must be signed in the presence of a Notary Public or other officer authorized to administer oaths.)

1. This sworn statement is submitted with Invitation to Bid No. 21-019.

2. This sworn statement is submitted by: _____
(name of entity submitting sworn statement)

its business address is: _____

Federal Identification Number
(FEIN) is: _____
(if applicable)

Social Security Number: _____
(if the entity has no FEIN, include the Social Security Number
of the individual signing this sworn statement)

3. My name is: _____
(PRINT NAME of individual signing this document)

and my relationship to the entity is: _____
(President, General Partner, etc. as applicable)

4. I understand that a "public entity crime" as defined in Section 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in Section 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere (also known as “No Contest”).

6. I understand that an "affiliate" as defined in Section 287.133(1)(a), Florida Statutes, means:
- (a) A predecessor or successor of a person or a corporation convicted of a public entity crime; or
 - (b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima-facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a "person" as defined in Section 287.133(1)(e), Florida Statutes, means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding agreement and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement which that I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies):

_____ Neither the entity submitting the sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989 and

(Please now indicate which additional statement below applies):

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order)

_____ The person or affiliate was placed on the convicted list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Florida Department of General Services)

SIGNATURE (of person whose name
first appears above)

Date

STATE OF FLORIDA)

COUNTY OF _____)

Sworn to and subscribed before me on _____, 2021, by
_____, as _____ of
_____, a _____ corporation/partnership, on behalf of
the corporation/partnership who (check one) ☐ is personally known to me or ☐ has produced
_____ as identification.

Signature of Notary Public

PRINTED Name of Notary

My commission expires:

EXHIBIT “G”
PREVAILING WAGE ORDINANCE

The following Ordinance is applicable to the Agreement:

CITY OF DANIA BEACH PREVAILING WAGES ORDINANCE,
SECTION 8-141, CITY CODE OF ORDINANCES

Sec. 8-141. Rate of wages, fringe benefits on City construction contracts.

(a) ***Establishment of minimum wages.*** Every construction contract in excess of Fifty Thousand Dollars (\$50,000.00) to which Dania Beach is a party shall include a provision that the rate of wages and fringe benefits, or cash equivalent, for all laborers, mechanics and apprentices and similar jobs (i.e., non-office), listed by the department of labor, employment standards administration, wage and hour division and employed by any Contractor or subcontractor on the work covered by the contract shall not be less than the prevailing rate of wages and fringe benefit payments or cash equivalent for similar skills or classifications of work as established by the general wage determinations issued under the Davis-Bacon and Related Acts, U.S. Department of Labor, Employment Standards Administration, Wage and Hour Division, for Broward County, Florida.

(b) ***Implementation of the department of labor general wage determinations.*** The prevailing wage rate and fringe benefit payments to be used in the implementation of this section shall be those last published by the U.S. Department of Labor as noticed in the federal register and reported in the general wage determinations issued under the Davis-Bacon and Related Acts prior to the date of issuance of specifications by Dania Beach in connection with its invitation for bids.

(c) ***Notice requirement.*** On the date an employee commences work on a construction contract to which this section applies, the Contractor shall be required to post a notice in a prominent place at the work site stating the requirements of this section.

(d) ***Preemption by federal funding.*** When construction contracts involve federal funding or are otherwise subject to the provisions of the Davis-Bacon Act (40 U.S.C. 276(a)), this section shall not apply; and the minimum wages to be paid the various classes of laborers, mechanics and apprentices shall be based upon the wages determined by the secretary of labor in accordance with the Davis-Bacon Act (40 U.S.C. 276(a)).

(e) ***Exceptions.*** The provisions of this section shall not apply to any existing contract or construction project in which a notice for bids or Invitation to Bid has been advertised in the public media prior to the effective date of this section or to any developer agreement whereby Dania Beach is requiring the construction of certain improvements including, but not limited to, road construction, as condition of the issuance of a development permit or to any construction project performed by Dania Beach utilizing its own employees.

(Ord. No. 23-98, § 1, 12-8-98)

EXHIBIT "H"

NON-COLLUSION AFFIDAVIT

The undersigned Bidder has not divulged to, discussed, or compared his/her/its Bid with any other Bidders and has not colluded with any other Bidder or parties to the Bid whatsoever.

Name of City Project: **Southeast 5th Avenue Crosswalk**
City's Invitation to Bid No.: **21-019**

Name of Bidder

SIGNATURE of Bidder or Authorized
Agent of Bidder

PRINT Name of Bidder or Authorized
Agent of Bidder

Title
_____, 2021.
Date

STATE OF FLORIDA)
) ss:
COUNTY OF _____)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared ☐ physical presence or ☐ online notarization, on _____ as _____, of _____, an organization authorized to do business in the State of Florida, and acknowledged and executed the foregoing statement as the proper official of _____ for the use and purposes mentioned in it and affixed the official seal of the entity, and that the instrument is the act and deed of that entity. He/she is personally known to me or has produced _____ as identification.

Signature of Notary Public

PRINTED Name of Notary

My commission expires:

EXHIBIT “I”
INDEPENDENCE AFFIDAVIT

The undersigned individual, being duly sworn, deposes and says that:

I am _____ of _____, the Bidder that has submitted the attached Bid;

I hereby certify to the best of my knowledge that neither I nor any of those persons residing in my household have or have had during the past five years, any relationships (professional, financial, familial or otherwise) with the City (or any of its districts), its elected or appointed officials, its employees or agents, or any member or alternate member of the Selection Committee.

A “relationship” for the purpose of this affidavit shall include but not be limited to employer/employee, consultant, contractor, subcontractor, associate, officer, partnership, joint venture, ownership greater than one percent, landlord/tenant, or creditor/debtor, gift donor/recipient (in excess of \$100.00), past or on-going personal relationships, or joint involvement with charitable/voluntary activities. **Relationship includes having a prior or current contract with the City.**

Except as set forth below, I hereby certify to the best of my knowledge that neither I nor any of those persons residing in my household have received any promise of compensation, remuneration, gift, discount, or other gratuity in exchange for my Bid.

I understand and agree that I shall give the City written notice of any other relationships (as defined above) that I enter into with the City (or any of its districts), its elected or appointed officials, its employees or agents, or any member or alternate member of the Selection Committee during the period of the Agreement.

I set forth below any exceptions to the aforementioned (if none, write “None”):

Signature (Blue ink only)

Print Name

EXHIBIT I – (CONTINUED)

Title

Date

STATE OF FLORIDA

COUNTY OF _____

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared ☐ physical presence or ☐ online notarization, on _____ as _____, of _____, an organization authorized to do business in the State of Florida, and acknowledged and executed the foregoing statement as the proper official of _____ for the use and purposes mentioned in it and affixed the official seal of the entity, and that the instrument is the act and deed of that entity. He/she is personally known to me or has produced _____ as identification.

Notary Public

PRINT Name of Notary Public

My commission expires:

EXHIBIT “J”

REFERENCES

Bidder shall provide a minimum of three references.

Name of company: _____

Address: _____

Telephone number: _____

Email address: _____

Principal contact person(s): _____

Year contract initiated and terminated: _____

Name of company: _____

Address: _____

Telephone number: _____

Email address: _____

Principal contact person(s): _____

Year contract initiated and terminated: _____

Name of company: _____

Address: _____

Telephone number: _____

Email address: _____

Principal contact person(s): _____

Year contract initiated and terminated: _____

EXHIBIT “K”

BID BOND

BIDDER

Name _____

Address

FLORIDA RESIDENT AGENT

Name _____

Address

Phone Fax

SURETY

Name _____

Address

OWNER

City of Dania Beach, Florida
100 West Dania Beach Boulevard
Dania Beach, Florida 33004
Telephone: (954) 924-6800
Facsimile: (954) 921-2604

PROJECT: Southeast 5th Avenue Crosswalk
ITB No. 21-019

<u>Bid Due Date</u>	<u>Bond Number</u>	<u>Bond Date</u>	\$ <u>Penal Sum</u>
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IN WITNESS OF THE FOREGOING, Surety and Bidder, intending to be legally bound, subject to the terms included in this section, do each cause this Bid Bond to be duly executed on its behalf by its respective, authorized officer, agent, or representative.

IDENTITY OF BIDDER

Corporate Name and Seal
(or other Full Legal Name)

Signature _____

Printed Name and Title

Attest

Attest

IDENTITY OF SURETY
(Attach Power of Attorney)

Corporate Name and Seal
(or other Full Legal Name)

Signature _____

Printed Name and Title

Attest

Attest

The above addresses shall be used for giving of required notices. Any singular reference to Bidder, Surety, Florida Resident Agent, Owner or other party shall be considered a plural where applicable.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to City upon default of Bidder, the penal sum set forth on the face of this Bond. In no event shall Bidder's and Surety's obligation exceed the penal sum set forth on the face of this Bond.
2. Default of Bidder shall occur upon the failure of the Bidder to deliver within the time required by the Bid and Contract Documents (or any extension of time agreed to in writing by City) a fully executed Agreement, Insurance Agent Statement, all certificates of insurance, and any Performance and Payment Bonds.
3. This obligation shall be null and void if:
 - 31 City accepts Bidder's bid and Bidder delivers within the time required by the bidding and contract documents (or any extension of time agreed to in writing by City) the executed Agreement, the Insurance Agent Statement, and the Performance and Payment Bonds, or
 - 32 All bids are rejected by City, or
 - 33 City fails to issue a Notice of Award to Bidder within the time specified in the ITB documents (or any extension of time agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph five (5) below).
4. Payment under the Bid Security Bond will be due and payable upon default by Bidder and within thirty (30) calendar days after receipt by Bidder, and Surety of written notice of default from City's City Clerk, which notice will be given with reasonable promptness, identifying the Bid; Security Bond and the Project, including a statement of the amount due.
5. Surety waives notice of any and all defenses based on, or arising out of, any time extension to issue a Notice of Award agreed to in writing by City and Bidder, provided that the total time for issuing the Notice of Award, including extensions shall not in the aggregate exceed One Hundred Twenty (120) days from the ITB due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to thirty (30) calendar days after the notice of default required in paragraph four (4) above is received by Bid and Surety, and in no case later than one (1) year after bid due date.
7. Any suit or action under this Bond shall be commenced only in a Florida court of competent jurisdiction. Any award granted shall not be subject to prejudgment interest.
8. Notices required under this Bid Bond shall be in writing and sent to Bid and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney

evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included in it as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of such statute shall govern and the remainder of this Bond that is not in conflict shall continue in full force and effect.

EXHIBIT “L”

BID SECURITY

ATTACH BID BOND HERE

EXHIBIT “M”

ACKNOWLEDGMENT OF ADDENDA

The Bidder acknowledges the receipt of the following addenda issued by the City and incorporated into and made part of the ITB or the Agreement. In the event the Bidder fails to include any such addenda in the table below, submission of this form shall constitute acknowledgment of receipt of all addenda, whether or not received by the Bidder.

ADDENDUM NUMBER	DATE RECEIVED	PRINT NAME	TITLE	SIGNATURE (BLUE INK ONLY)

EXHIBIT “N”

CERTIFICATION TO ACCURACY OF BID

The Bidder, by executing this form, certifies and attests that all forms, affidavits and documents related to the document that it has enclosed in the Bid in support of its Bid are true and accurate. Failure by the Bidder to attest to the truth and accuracy of such forms, affidavits and documents shall result in the Bid being deemed non-responsive and such Bid will not be considered.

By submitting a Bid to do the work, the Bidder certifies that a careful review of the ITB and the Agreement has taken place and that the Bidder is fully informed and understands the requirements of the ITB and the expected Agreement and the quality and quantity of services to be performed.

The undersigned individual, being duly sworn, deposes and says that:

- A. He/She is _____ of _____, the Bidder that has submitted the attached Bid;
- B. He/She is fully informed respecting the preparation and contents of the attached Bid and of all forms, affidavits and documents submitted in support of such Bid;
- C. All forms, affidavits and documents submitted in support of this Bid and included in this Bid are true and accurate;
- D. No information that should have been included in such forms, affidavits and documents has been omitted; and
- E. No information that is included in such forms, affidavits or documents is false or misleading.

EXHIBIT “N”

**CERTIFICATION TO ACCURACY OF BID
(continued)**

Signature (Blue ink only)

Print Name

Title

Date

STATE OF FLORIDA
COUNTY OF _____

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared ☐ physical presence or ☐ online notarization, on _____ as _____, of _____, an organization authorized to do business in the State of Florida, and acknowledged and executed the foregoing statement as the proper official of _____ for the use and purposes mentioned in it and affixed the official seal of the entity, and that the instrument is the act and deed of that entity. He/she is personally known to me or has produced _____ as identification.

Notary Public

PRINT Name of Notary Public

My commission expires:

EXHIBIT “O”

ACKNOWLEDGMENT OF CONFORMANCE
WITH
FLORIDA TRENCH SAFETY ACT

To the City of Dania Beach, Florida:

_____, Contractor, acknowledges and agrees that as Contractor for the City of Dania Beach, Florida, which may or will be working within the limits of the City of Dania Beach, Florida, it has the sole responsibility for compliance with all requirements of the Florida Trench Safety Act, Section 553.60 *et seq.* Florida Statutes, and it agrees to indemnify and hold harmless the City of Dania Beach, Florida, its officials, employees, and its agents against any and all legal liability or loss which the City of Dania Beach, Florida may incur due to the Contractor's failure to comply with such Act. **The cost of compliance with all such requirements has been included in the Bid.**

CONTRACTOR:

Witness

Name of Contractor

PRINT Name

Signature

Witness

PRINT Name, Title

PRINT Name

_____, 2021
Date

(CORPORATE SEAL)

EXHIBIT “P”

DRUG-FREE WORKPLACE CERTIFICATION FORM

Whenever two (2) or more bids/Bids, which are equal with respect to price, quality, and service, are received by the CITY OF DANIA BEACH for the procurement of commodities or contractual services, a bid/Bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of controlled substances is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in number (1).
4. In the statement specified in number (1), notify the employees that as a condition for working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction on or plea of guilty or no contest to any violation of Chapter 893, Florida Statutes or of any controlled substance law of the United States or any singular state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

This Certification is submitted by _____ the
(PRINT Name of Authorized Agent)
_____ of _____
(Title) (Bidder Name)

who does certify that said Company has implemented a drug-free workplace program, which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

SIGNATURE

DATE

EXHIBIT "A"

BIDDER QUALIFICATIONS

ITB NO. 21-019

The Bidder, as a result of this Bid, MUST hold a county or municipal business tax receipt in its area of its fixed business location. The following information MUST be completed and submitted with the Bid to be considered:

1. Legal Name and Address:

Name: Sagaris Corp

Address: 3660 NW 126th Ave, Unit 6,

City, State, Zip: Coral Springs, FL 33065 Telephone/Fax: 954.688.3407 / Fax 954.688.3407

2. Specify type of entity Check One: Corporation ☒ Partnership () Individual ()
Other () _____ SPECIFY
3. If Corporation, state:
Date of Incorporation: 6/2013 State in which Incorporated: Florida
4. If an out-of-state Corporation or entity, must be currently authorized to do business in Florida by the Office of the Florida Secretary of State:
- | 5. Name and Title of Principal Officers | Date Elected: |
|---|-----------------|
| <u>Mehrdad Mahmoudi - President</u> | <u>06/20213</u> |
| _____ | _____ |
| _____ | _____ |
6. The length of time in business: 7+ years
7. The length of time (continuous) in business in Florida: 7+ Years years
8. Provide a list of at least five commercial or government references that the successful Bidder has supplied service/commodities meeting the requirements of the City of Dania Beach specifications, within the last five (5) years (see attached).
9. A copy of a county or municipal Business Tax Receipt.

10. SIMILAR PROJECTS WITHIN THE LAST FIVE (5) YEARS

Construct 2019-01 SW 2nd Avenue Streetscape Improvements

Project Title

SW 2nd Avenue

Address

Downtown Development Auth

Owner

954.463.6574

Owner's Telephone Number

\$702K

Contract Value

100%

Percent Complete

Sept 2020

Completion Date

NE 13th Roadway Improvement Project

Project Title

NE 13th Street

Address

City of **Fort** Lauderdale

Owner

954.829.5226

Owner's Telephone Number

\$1.4mm

Contract Value

100%

Percent Complete

December 2017

Completion Date

P12354 - North Galt Streetscape Improvements

Project Title

NE 33rd Street / NE 32nd Street (Between NE 33rd Ave & N Ocean Dr.)

Address

City of Fort Laudale - TAM

Owner

954.828.4699

Owner's Telephone Number

\$1.1m

Contract Value

100%

Percent Complete

February 2021

Completion Date

City Bid No. 19-004 - Multmodal Enhancements

Project Title

Various Streets in Dania Beach

Address

City of Dania Beach

Owner

954-924-6808 x3618

Owner's Telephone Number

450K

Contract Value

100%

Percent Complete

April 2020

Completion Date

Further References available on request

Project Title

Project Title

Address

Address

Owner

Owner

Owner's Telephone Number

Owner's Telephone Number

Contract Value

Contract Value

Percent Complete

Completion Date

Percent Complete

Completion Date

Project Title

Project Title

Address

Address

Owner

Owner

Owner's Telephone Number

Owner's Telephone Number

Contract Value

Contract Value

Percent Complete

Completion Date

Percent Complete

Completion Date

Project Title

Project Title

Address

Address

Owner

Owner

Owner's Telephone Number

Owner's Telephone Number

Contract Value

Contract Value

Percent Complete

Completion Date

Percent Complete

Completion Date

11. Have you ever failed to complete any work awarded to you?

Yes

☒ No

If yes, attach a separate sheet of explanation.

12. Within the last five years, has any officer or partner of your organization ever been an officer or partner of another organization that failed to complete an Agreement?

Yes

☒ No

If yes, attach a separate sheet of explanation.

13. Within the last five years, have you ever had a performance, payment or bid bond called?

Yes

☒ No

If yes, attach a separate sheet of explanation.

14. Have you, any officer or partner of your organization, or the organization been involved in any litigation or arbitration against the City?

Yes

☒ No

If yes, attach a separate sheet of explanation.

15. Within the last five years, have you, any officer or partner of your organization, or the organization or parent company or its subsidiaries been involved in any litigation or arbitration against any other Florida public entity?

Yes

☒ No

If yes, attach a separate sheet of explanation.

16. Within the last five years, have you, any officer or partner of your organization, or the organization or parent company or its subsidiaries been involved in any litigation or arbitration against any private entity for an amount greater than \$100,000?

Yes

☒ No

If yes, attach a separate sheet of explanation.

17. Has your organization or any of its partners, officers, or key personnel, or its subsidiaries or parent company been charged or indicted for any criminal activity within the last five years?

Yes

☒ No

If yes, attach a separate sheet of explanation.

18. Has your organization or any of its partners, officers, or key personnel, or its subsidiaries or parent company been convicted or fined for any criminal activity within the last five years?

Yes

☒ No

If yes, attach a separate sheet of explanation.

19. Within the last five years, have you, any officer or partner of your organization, or the organization been investigated by any local, state, or federal law enforcement agency, criminal justice agency or inspector general office?

Yes

☒ No

If yes, attach a separate sheet of explanation.

20. Within the last five years, have you, any officer or partner of your organization, or the organization communicated with any local, state, or federal law enforcement agency, criminal justice agency or inspector general office relating to goods or services provided or performed for any governmental entity?

Yes

☒ No

If yes, attach a separate sheet of explanation.

21. Within the last five years, have there been any reports or audits relating to you, any officer or partner of your organization, or the organization issued by any local, state, or federal law enforcement agency, criminal justice agency or inspector general office.

Yes

☒ No

If yes, attach a separate sheet of explanation.

22. Within the last five years, have you, any officer or partner of your organization, or the organization failed to disclose or made misrepresentations to any governmental entity regarding conflicts of interest or potential or apparent conflicts of interest.

Yes

☒ No

If yes, attach a separate sheet of explanation

Note: Information requested in the ITB and submitted by the Bidders will be analyzed by the City of Dania Beach and will be a factor considered in awarding any resulting contract. The purpose is to insure that the successful Bidders in the sole opinion of the City of Dania Beach can sufficiently and efficiently perform all the required services in a timely and satisfactory manner as will be required by the subject contract. If there are any terms or conditions that are in conflict, the most stringent requirement shall apply.

END OF BIDDER QUALIFICATIONS

Revised Bid Form
ITB 21-019
Southeast 5th Avenue Crosswalk

5 th Ave Crosswalk Item No.	Description Of Work	Unit Qty	Units	Estimated Unit Price Bid	Total Estimate
1	Mobilization/BOnds	1	LS	\$15,000.00	\$15,000.00
2	Install Stamped Asphalt Crosswalk w 2 butterflies as shown on drawing	1	LS	\$9,260.00	\$9,260.00
3	Install Tapco solar blinker lights	3	ea	\$5,500.00	\$16,500.00
4	ADA pads (remove and replace)	2	ea	\$1,200.00	\$2,400.00
5	Allowance for Owner's Use	1	LS	\$10,000.00	\$10,000.00
	GRAND TOTAL				\$53,160.00
Alternate A	Install Paver block Crosswalk w 2 butterflies as shown on drawing	1	LS	\$9,500.00	\$9,500.00
Alternate B	In-roadway blinker w electric	8	LS	\$35,000.00	\$35,000.00
	GRAND TOTAL w Alternates				\$97,660.00

EXHIBIT “B”

BID FORM

Southeast 5th Avenue Crosswalk

Bid Form is posted on City Webpage and DemandStar

EXHIBIT "C"

PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner, or any other party shall be considered plural where applicable.

CONTRACTOR (name and address):

SURETY (name and principal place of business):

OWNER:

City of Dania Beach, Florida
100 West Dania Beach Boulevard
Dania Beach, Florida 33004

CONSTRUCTION CONTRACT

Date:

Amount:

Date:

Amount:

Description
(name and location):

Furnishing and installing improvements at Southeast 5th Avenue
for a crosswalk."

City Bid No. 21-019

BOND

Date (not earlier than
Construction Contract
Date):

Amount:

Modifications to this Bond:

None _____ See Page(s) _____

CONTRACTOR AS PRINCIPAL
(Corporate Seal)

SURETY
(Corporate Seal)

Signature

Signature

Name

Name

Title

Title

(Any additional signatures please include at the end of page 5)

FLORIDA RESIDENT AGENT

Address

Telephone:

Facsimile:

1. **DEFINITIONS**

- (A) **Balance of the Contract Price:** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
 - (B) **Construction Contract:** The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes to them.
 - (C) **Contractor Default:** Failure of the Contractor, which failure has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.
 - (D) **Owner Default:** Failure of the Owner, which failure has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms of it.
2. The Contractor and the Surety, jointly and severally bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated into this document by this reference.
3. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences.
4. If there is no Owner Default, the Surety's obligation under this Bond shall arise after:
- (A) The Owner has notified the Contractor and the Surety at its address described in paragraph ten (10) below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen (15) calendar days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, to subsequently declare a Contractor Default; and
 - (B) The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than twenty (20) calendar days after the Contractor and the Surety have received; and

- (C) The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a Contractor selected to perform the Construction Contract in accordance with the terms of the Contract with the Owner.
5. When the Owner has satisfied the conditions of paragraph 4, the Surety shall promptly and at the Surety's expense take one of the following actions:
- (A) Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or
 - (B) Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or
 - (C) Obtain bids or negotiated Bids from qualified Contractors acceptable to the Owner for a Contract for performance and completion of the Construction Contract, arrange for a Contract to be prepared for execution by the Owner and the Contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified Surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in paragraph six (6) in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or
 - (D) Waive its right to perform and complete, arrange for completion, or obtain a new Contractor acceptable to the Owner and with reasonable promptness under the circumstances:
 - 1. After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or
 - 2. Deny liability in whole or in part and notify the Owner citing reasons therefor.
6. If the Surety does not proceed as provided in paragraph four (4) with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen (15) calendar days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.
7. After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the

Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

- (A) The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- (B) Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under paragraph 4; and
- (C) Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

Liquidated Damages

Time is of the essence regarding this Invitation to Bid Construction and the work contemplated hereunder and the City may suffer financial loss and inconvenience if the work is not completed to the satisfaction of the City by the time stipulated in the Contract. Therefore, failure to timely complete the work shall result in the awarded Bidder being subject to liquidated damages, but not as penalty, in the amount of \$1,665.00 per calendar day, as set forth in 23 CFR 635.127, for each and every calendar day the work remains incomplete or the items remain undelivered. As compensation due the City for loss of use and for additional costs incurred by the City due to such non-completion of the work, the City shall have the right to deduct the liquidated damages from any amount due, or that may become due to the awarded Bidder under the Contract, or to invoice the awarded Bidder for such damages if the costs incurred exceed the amount due to the awarded Bidder. The awarded Bidder and the City agree that the amount for liquidated damages is not punitive, and is intended to compensate the City for difficult to quantify losses.

- 8. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators or successors.
- 9. The Surety waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
- 10. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two (2) years after

the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

11. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the first page of this document.
12. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with such statutory or legal requirement shall be deemed deleted from this document and provisions conforming to such statutory or other legal requirement shall be deemed incorporated into it. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

CONTRACTOR AS PRINCIPAL
(Corporate Seal)

Signature

Name

Title

SURETY
(Corporate Seal)

Signature

Name

Title

Dated: _____, 20__

END OF PERFORMANCE BOND

EXHIBIT "D"

PAYMENT BOND

Any singular reference to Contractor, Surety, Owner or any other party shall be considered plural where applicable.

CONTRACTOR (name and address):

SURETY (name and principal place of business):

OWNER:

City of Dania Beach, Florida
100 West Dania Beach Boulevard
Dania Beach, Florida 33004

CONSTRUCTION CONTRACT

Project Name: **Southeast 5th Avenue Crosswalk**

City's Bid No.: **21-019**

Date: _____ Amount: _____

The work shall generally consist of furnishing and installing improvements at **Southeast 5th Avenue for a Crosswalk**

BOND

Date (not earlier than
Construction Contract

Date): _____

Amount: _____

Modifications to this Bond: None _____

See Page(s) _____

CONTRACTOR AS PRINCIPAL

SURETY

(Corporate Seal)

Signature

Name

Title

(Corporate Seal)

Signature

Name

Title

(Any additional signatures please include at the end of page 5)

FLORIDA RESIDENT AGENT

Address

Telephone

Facsimile

1. **DEFINITIONS**

- (A) **Claimant:** An individual or entity having a direct Contract with the Contractor or with a Subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's Subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.
 - (B) **Construction Contract:** The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes to it.
 - (C) **Owner Default:** Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms of the Contract.
2. The Contractor and the Surety, jointly and severally bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated into this document by this reference.
3. With respect to the Owner, this obligation shall be null and void if the Contractor:
- (A) Promptly makes payment, directly or indirectly, for all sums due Claimants, and
 - (B) Defends, indemnifies and holds harmless the Owner, its elected officials, employees, agents and Consultant from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for the payment for labor, materials or equipment furnished for use in the performance of the Work, pursuant to the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.
4. With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.
5. The Surety shall have no obligation to Claimants under this Bond until:
- (A) Claimants who are employed by or have a direct Contract with the Contractor have given notice to the Surety (at the address described in paragraph 13) and sent a copy of the notice to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
 - (B) Claimants who do not have a direct Contract with the Contractor:
 - 1. Have furnished written notice to the Contractor and sent a copy, or notice of it, to the Owner, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of

- the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
2. Have either received a rejection in whole or in part from the Contractor, or not received within thirty (30) days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and
 3. Not having been paid within the above thirty (30) days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice of it, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.
6. If a notice required by paragraph four (4) is given by the Owner to the Contractor, or to the Surety, that is sufficient compliance.
 7. When the Claimant has satisfied the conditions of paragraph 4, the Surety shall promptly and, at the Surety's expense, take the following actions:
 - (A) Send an answer to the Claimant, with a copy to the Owner, within forty-five (45) days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
 - (B) Pay or arrange for payment of any undisputed amounts.
 8. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
 9. Amounts owed by the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
 10. The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
 11. The Surety waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
 12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work, part of the work is located, or after the expiration of one (1) year from the date: 1) on which the Claimant gave the required notice; or 2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of one (1) or two (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

13. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with the statutory or legal requirement shall be deemed deleted from this Bond and provisions conforming to such statutory or other legal requirement shall be deemed incorporated into this Bond. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
15. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL
(Corporate Seal)

SURETY
(Corporate Seal)

Signature

Signature

Name

Name

Title

Title

Dated: _____, 20__

END OF PAYMENT BOND

EXHIBIT "E"

BIDDER'S QUESTIONNAIRE

The undersigned guarantees the truth and accuracy of all statements and answers contained below:

1. How many years has your organization been in business? 7+
2. List below (or on an attached sheet, if necessary) the names, addresses and telephone numbers of organizations, governmental, private or both located in Broward, Miami-Dade or Palm Beach Counties, for which you are now, or have within the past five (5) years, provided services similar to that called for in the Invitation to Bid.

Please refer to "Similiar Projects" in exhibit A and attached references

3. List below (or on an attached sheet, if necessary) all pertinent information and data that would indicate the ability of your organization and management personnel to perform satisfactorily.

Over 7 years of experience of roadway / streetscape with underground work

in scope sucessfully completed one time and in Budget with various municipalities and entities in Broward County

4. Have you personally completed a plan for performance of the work?

Yes

5. Have you ever failed to complete work awarded to you? If so, when, where and why?

No

6. What equipment do you own that is available for work?

Backhoe, Loader, Bobcat, Skidsteer, Compactor, Dump Truck, Pickup Trucks, Roller

7. Has your company ever been debarred or held in default in Broward, Miami-Dade, or Palm Beach Counties or elsewhere by any other governmental entity? NO

8. How many employees (Contractors only) will be assigned to perform the services? 4
9. How many supervisors will be assigned to perform the services? 1
10. Will personnel be part of a regular crew assigned to perform the services?
Yes ☒ No ☐
11. Will you be able to provide service for emergency situations? Yes ☒ No ☐
If so, how much notice is required? 1 HR
12. What equipment do you own that is available to complete the Project?
Backhoe, Loader, Bobcat, Skidsteer, Compactor, Dump Truck, Pickup Trucks, Roller

Please attach copies of any licenses, awards, certificates, etc., that you may have.

**EVERY PIECE OF EQUIPMENT MUST HAVE ORIGINAL FACTORY GUARDS
AND SHIELDS INSTALLED AND FUNCTIONING AT THE TIME OF WORK.**

END OF BIDDER'S QUESTIONNAIRE

Sworn Statement Under Section §287.133(3)(a), Florida Statutes on Public Entity Crimes

1. This sworn statement is submitted with Invitation to Bid No. 20-019.

- its business address is: (name of entity submitting sworn statement)
3660 NW 126th Ave, Unit 6, Coral Springs, FL 33065

(if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement)

- and my relationship to the entity is: President
(President, General Partner, etc. as applicable)

5. I understand that "convicted" or "conviction" as defined in Section 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere (also known as "No Contest").

6. I understand that an "affiliate" as defined in Section 287.133(1)(a), Florida Statutes, means:

- (a) A predecessor or successor of a person or a corporation convicted of a public entity crime; or
- (b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima-facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Section 287.133(1)(e), Florida Statutes, means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding agreement and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement which that I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies):

☒ Neither the entity submitting the sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

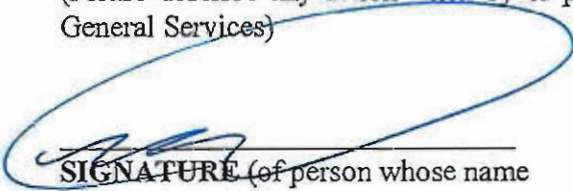
☐ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989 and

(Please now indicate which additional statement below applies):

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order)

_____ The person or affiliate was placed on the convicted list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Florida Department of General Services)



SIGNATURE (of person whose name
first appears above)

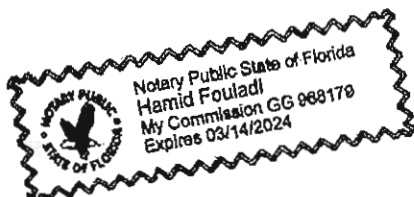
August 27, 2021

Date

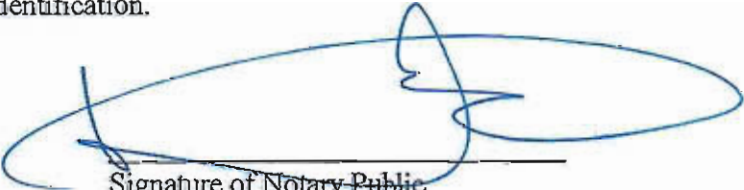
STATE OF FLORIDA)

COUNTY OF Broward)

Sworn to and subscribed before me on August 27, 2021, 2021, by
Mehrdad Mahmoudi, as President of
Sagaris Corp, a President corporation/partnership, on behalf of
the corporation/partnership who (check one) ☒ is personally known to me or ☐ has produced
as identification.



My commission expires:



Signature of Notary Public

PRINTED Name of Notary

EXHIBIT "G"
PREVAILING WAGE ORDINANCE

The following Ordinance is applicable to the Agreement:

CITY OF DANIA BEACH PREVAILING WAGES ORDINANCE,
SECTION 8-141, CITY CODE OF ORDINANCES

Sec. 8-141. Rate of wages, fringe benefits on City construction contracts.

(a) ***Establishment of minimum wages.*** Every construction contract in excess of Fifty Thousand Dollars (\$50,000.00) to which Dania Beach is a party shall include a provision that the rate of wages and fringe benefits, or cash equivalent, for all laborers, mechanics and apprentices and similar jobs (i.e., non-office), listed by the department of labor, employment standards administration, wage and hour division and employed by any Contractor or subcontractor on the work covered by the contract shall not be less than the prevailing rate of wages and fringe benefit payments or cash equivalent for similar skills or classifications of work as established by the general wage determinations issued under the Davis-Bacon and Related Acts, U.S. Department of Labor, Employment Standards Administration, Wage and Hour Division, for Broward County, Florida.

(b) ***Implementation of the department of labor general wage determinations.*** The prevailing wage rate and fringe benefit payments to be used in the implementation of this section shall be those last published by the U.S. Department of Labor as noticed in the federal register and reported in the general wage determinations issued under the Davis-Bacon and Related Acts prior to the date of issuance of specifications by Dania Beach in connection with its invitation for bids.

(c) ***Notice requirement.*** On the date an employee commences work on a construction contract to which this section applies, the Contractor shall be required to post a notice in a prominent place at the work site stating the requirements of this section.

(d) ***Preemption by federal funding.*** When construction contracts involve federal funding or are otherwise subject to the provisions of the Davis-Bacon Act (40 U.S.C. 276(a)), this section shall not apply; and the minimum wages to be paid the various classes of laborers, mechanics and apprentices shall be based upon the wages determined by the secretary of labor in accordance with the Davis-Bacon Act (40 U.S.C. 276(a)).

(e) ***Exceptions.*** The provisions of this section shall not apply to any existing contract or construction project in which a notice for bids or Invitation to Bid has been advertised in the public media prior to the effective date of this section or to any developer agreement whereby Dania Beach is requiring the construction of certain improvements including, but not limited to, road construction, as condition of the issuance of a development permit or to any construction project performed by Dania Beach utilizing its own employees.

(Ord. No. 23-98, § 1, 12-8-98)

EXHIBIT "H"

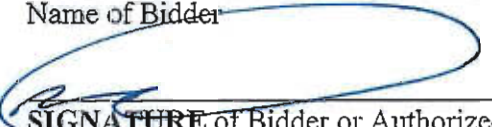
NON-COLLUSION AFFIDAVIT

The undersigned Bidder has not divulged to, discussed, or compared his/her/its Bid with any other Bidders and has not colluded with any other Bidder or parties to the Bid whatsoever.

Name of City Project: Southeast 5th Avenue Crosswalk
City's Invitation to Bid No.: 21-019

Sagaris Corp

Name of Bidder


SIGNATURE of Bidder or Authorized
Agent of Bidder

Mehرداد Mahmoudi - President

PRINT Name of Bidder or Authorized
Agent of Bidder

President

Title

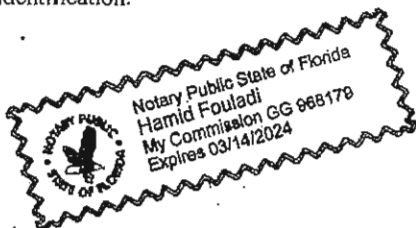
August 27, 2021.

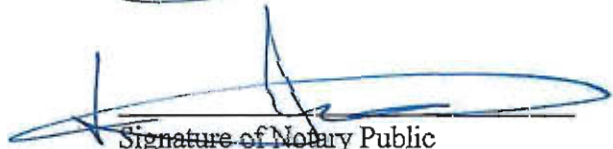
Date

STATE OF FLORIDA)
) ss:
COUNTY OF Broward)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared ☒ physical presence or ☐ online notarization, on August 27, 2021 is President, of Sagaris Corp, an organization authorized to do business in the State of Florida, and acknowledged and executed the foregoing statement as the proper

official of Sagaris Corp for the use and purposes mentioned in it and affixed the official seal of the entity, and that the instrument is the act and deed of that entity. He/she is personally known to me or has produced _____ as identification.




Signature of Notary Public

PRINTED Name of Notary

My commission expires:

EXHIBIT "I"
INDEPENDENCE AFFIDAVIT

The undersigned individual, being duly sworn, deposes and says that:

I am Mehrdad Mahmoudi of President, the Bidder that has submitted the attached Bid;

I hereby certify to the best of my knowledge that neither I nor any of those persons residing in my household have or have had during the past five years, any relationships (professional, financial, familial or otherwise) with the City (or any of its districts), its elected or appointed officials, its employees or agents, or any member or alternate member of the Selection Committee.

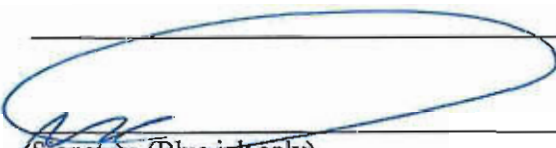
A "relationship" for the purpose of this affidavit shall include but not be limited to employer/employee, consultant, contractor, subcontractor, associate, officer, partnership, joint venture, ownership greater than one percent, landlord/tenant, or creditor/debtor, gift donor/recipient (in excess of \$100.00), past or on-going personal relationships, or joint involvement with charitable/voluntary activities. **Relationship includes having a prior or current contract with the City.**

Except as set forth below, I hereby certify to the best of my knowledge that neither I nor any of those persons residing in my household have received any promise of compensation, remuneration, gift, discount, or other gratuity in exchange for my Bid.

I understand and agree that I shall give the City written notice of any other relationships (as defined above) that I enter into with the City (or any of its districts), its elected or appointed officials, its employees or agents, or any member or alternate member of the Selection Committee during the period of the Agreement.

I set forth below any exceptions to the aforementioned (if none, write "None"):

None


Signature (Blue ink only)

Mehrdad Mahmoudi

Print Name

President

Title

EXHIBIT I – (CONTINUED)

August 27, 2021

Date

STATE OF FLORIDA
COUNTY OF BROWARD

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared ☒ physical presence or ☐ online notarization, on August 27, 2021 as President, an organization, of Sagaris Corp authorized to do business in the State of Florida, and acknowledged and executed the foregoing statement as the proper official of Sagaris Corp for the use and purposes mentioned in it and affixed the official seal of the entity, and that the instrument is the act and deed of that entity. He/she is personally known to me or has produced _____ as identification.




Notary Public

PRINT Name of Notary Public

My commission expires:

EXHIBIT "J"

REFERENCES

Bidder shall provide a minimum of three references.

Name of company: Please refer to "Related Experience" attachment

Address: _____

Telephone number: _____

Email address: _____

Principal contact person(s): _____

Year contract initiated and terminated: _____

Name of company: _____

Address: _____

Telephone number: _____

Email address: _____

Principal contact person(s): _____

Year contract initiated and terminated: _____

Name of company: _____

Address: _____

Telephone number: _____

Email address: _____

Principal contact person(s): _____

Year contract initiated and terminated: _____

EXHIBIT "K"

BID BOND

BIDDER

Sagaris Corp.
Name 1847 N. University Drive
Coral Springs, FL 33071
Address

FLORIDA RESIDENT AGENT

Christine Morton
Name
1904 Boothe Circle, Longwood, FL 32750
Address

(407) 834-0022 (407) 260-1767
Phone Fax

SURETY

The Ohio Casualty Insurance Company
Name
175 Berkeley Street, Boston, MA 02116
Address

OWNER

City of Dania Beach, Florida
100 West Dania Beach Boulevard
Dania Beach, Florida 33004
Telephone: (954) 924-6800
Facsimile: (954) 921-2604

PROJECT: Southeast 5th Avenue Crosswalk
ITB No. 21-019

<u>08/27/2021</u>	<u>N/A</u>	<u>08/27/2021</u>	<u>\$ 10,000.00</u>
Bid Due Date	Bond Number	Bond Date	Penal Sum

IN WITNESS OF THE FOREGOING, Surety and Bidder, intending to be legally bound, subject to the terms included in this section, do each cause this Bid Bond to be duly executed on its behalf by its respective, authorized officer, agent, or representative.

IDENTITY OF BIDDER

Sagaris Corp.
Corporate Name and Seal
(or other Full Legal Name)

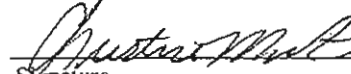

Signature
Mehrdad Mahmoudi - President
Printed Name and Title

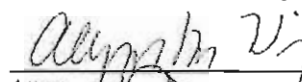
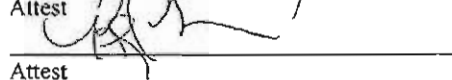

Attest

Attest

IDENTITY OF SURETY **(Attach Power of Attorney)**

The Ohio Casualty Insurance Company
Corporate Name and Seal
(or other Full Legal Name)


Signature
Christine Morton
Attorney-in-Fact & FL Licensed Resident Agent
Printed Name and Title Inquiries: (407) 834-0022


Attest

Attest

The above addresses shall be used for giving of required notices. Any singular reference to Bidder, Surety, Florida Resident Agent, Owner or other party shall be considered a plural where applicable.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to City upon default of Bidder, the penal sum set forth on the face of this Bond. In no event shall Bidder's and Surety's obligation exceed the penal sum set forth on the face of this Bond.
2. Default of Bidder shall occur upon the failure of the Bidder to deliver within the time required by the Bid and Contract Documents (or any extension of time agreed to in writing by City) a fully executed Agreement, Insurance Agent Statement, all certificates of insurance, and any Performance and Payment Bonds.
3. This obligation shall be null and void if:
 - 3.1 City accepts Bidder's bid and Bidder delivers within the time required by the bidding and contract documents (or any extension of time agreed to in writing by City) the executed Agreement, the Insurance Agent Statement, and the Performance and Payment Bonds, or
 - 3.2 All bids are rejected by City, or
 - 3.3 City fails to issue a Notice of Award to Bidder within the time specified in the ITB documents (or any extension of time agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph five (5) below).
4. Payment under the Bid Security Bond will be due and payable upon default by Bidder and within thirty (30) calendar days after receipt by Bidder, and Surety of written notice of default from City's City Clerk, which notice will be given with reasonable promptness, identifying the Bid; Security Bond and the Project, including a statement of the amount due.
5. Surety waives notice of any and all defenses based on, or arising out of, any time extension to issue a Notice of Award agreed to in writing by City and Bidder, provided that the total time for issuing the Notice of Award, including extensions shall not in the aggregate exceed One Hundred Twenty (120) days from the ITB due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to thirty (30) calendar days after the notice of default required in paragraph four (4) above is received by Bid and Surety, and in no case later than one (1) year after bid due date.
7. Any suit or action under this Bond shall be commenced only in a Florida court of competent jurisdiction. Any award granted shall not be subject to prejudgment interest.
8. Notices required under this Bid Bond shall be in writing and sent to Bid and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney

evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included in it as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of such statute shall govern and the remainder of this Bond that is not in conflict shall continue in full force and effect.



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8205630-969517**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Allyson Foss Wing; April L. Lively; Bryce R. Guignard; Christine Morton; David R. Turcios; Jennifer L. Hindley; Kelly Phelan; M. G. Francis; Margie L. Morris; Paul J. Ciambriello

all of the city of Longwood state of FL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 21st day of May, 2021.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 21st day of May, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 27th day of August, 2021.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

EXHIBIT “L”

BID SECURITY

ATTACH BID BOND HERE

EXHIBIT "M"

ACKNOWLEDGMENT OF ADDENDA

The Bidder acknowledges the receipt of the following addenda issued by the City and incorporated into and made part of the ITB or the Agreement. In the event the Bidder fails to include any such addenda in the table below, submission of this form shall constitute acknowledgment of receipt of all addenda, whether or not received by the Bidder.

ADDENDUM NUMBER	DATE RECEIVED	PRINT NAME	TITLE	SIGNATURE (BLUE INK ONLY)
1	08.18.21	Mehrdad Mahmoudi	President	
2	08.18.21	Mehrdad Mahmoudi	President	

EXHIBIT "N"

CERTIFICATION TO ACCURACY OF BID

The Bidder, by executing this form, certifies and attests that all forms, affidavits and documents related to the document that it has enclosed in the Bid in support of its Bid are true and accurate. Failure by the Bidder to attest to the truth and accuracy of such forms, affidavits and documents shall result in the Bid being deemed non-responsive and such Bid will not be considered.

By submitting a Bid to do the work, the Bidder certifies that a careful review of the ITB and the Agreement has taken place and that the Bidder is fully informed and understands the requirements of the ITB and the expected Agreement and the quality and quantity of services to be performed.

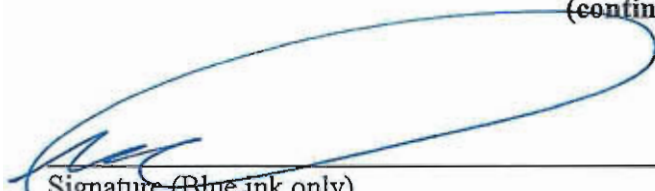
The undersigned individual, being duly sworn, deposes and says that:

- A. He/She is Mehrdad Mahmoudi of President, the Bidder that has submitted the attached Bid;
- B. He/She is fully informed respecting the preparation and contents of the attached Bid and of all forms, affidavits and documents submitted in support of such Bid;
- C. All forms, affidavits and documents submitted in support of this Bid and included in this Bid are true and accurate;
- D. No information that should have been included in such forms, affidavits and documents has been omitted; and
- E. No information that is included in such forms, affidavits or documents is false or misleading.

EXHIBIT "N"

CERTIFICATION TO ACCURACY OF BID

(continued)


Signature (Blue ink only)

Mehrdad Mahmoudi

Print Name

President

Title

August, 27, 2021

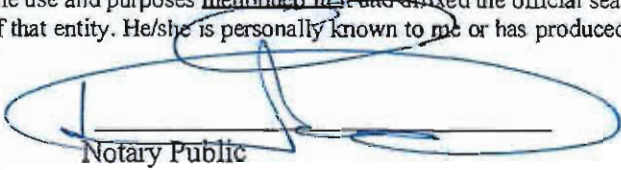
Date

STATE OF FLORIDA

COUNTY OF Duval

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared  President of Sagaris Corp,
physical presence or ☐ online notarization, on August, 27, 2021
an organization authorized to do business in the State of Florida, and acknowledged and executed the foregoing statement
as the proper official of Sagaris Corp for the use and purposes mentioned in it and affixed the official seal
of the entity, and that the instrument is the act and deed of that entity. He/she is personally known to me or has produced
_____ as identification.




Notary Public

PRINT Name of Notary Public

My commission expires:

EXHIBIT "O"

ACKNOWLEDGMENT OF CONFORMANCE
WITH
FLORIDA TRENCH SAFETY ACT

To the City of Dania Beach, Florida:

Sagaris Corp

_____, Contractor, acknowledges and agrees that as Contractor for the City of Dania Beach, Florida, which may or will be working within the limits of the City of Dania Beach, Florida, it has the sole responsibility for compliance with all requirements of the Florida Trench Safety Act, Section 553.60 *et seq.* Florida Statutes, and it agrees to indemnify and hold harmless the City of Dania Beach, Florida, its officials, employees, and its agents against any and all legal liability or loss which the City of Dania Beach, Florida may incur due to the Contractor's failure to comply with such Act. **The cost of compliance with all such requirements has been included in the Bid.**

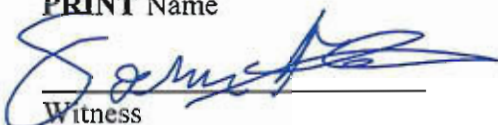
CONTRACTOR:



Witness

Steven Fouladi

PRINT Name



Witness

Samira Fouladi

PRINT Name

Sagaris Corp

Name of Contractor



Signature

Mehrdad Mahmoudi - President

PRINT Name, Title

August 27, 2021

Date

(CORPORATE SEAL)

EXHIBIT "P"

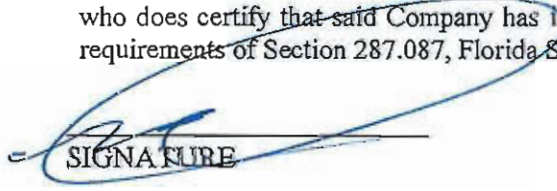
DRUG-FREE WORKPLACE CERTIFICATION FORM

Whenever two (2) or more bids/Bids, which are equal with respect to price, quality, and service, are received by the CITY OF DANIA BEACH for the procurement of commodities or contractual services, a bid/Bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of controlled substances is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in number(1).
4. In the statement specified in number (1), notify the employees that as a condition for working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction on or plea of guilty or no contest to any violation of Chapter 893, Florida Statutes or of any controlled substance law of the United States or any singular state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

This Certification is submitted by Mehrdad Mahmoudi the
(PRINT Name of Authorized Agent)
President of Sagaris Corp
(Title) (Bidder Name)

who does certify that said Company has implemented a drug-free workplace program, which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.


SIGNATURE

08/27/2021

DATE



Ron DeSantis, Governor

Halsey Beshears, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

FOULADI, STEVEN

SAGARIS CORP.
3360 NW 126TH AVE
BAY 6
CORAL SPRINGS FL 33065

LICENSE NUMBER: CGC1520899

EXPIRATION DATE: AUGUST 31, 2022

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000

VALID OCTOBER 1, 2020 THROUGH SEPTEMBER 30, 2021

DBA:
Business Name: SAGARIS CORP

Receipt #: 180-300344
Business Type: GENERAL CONTRACTOR

Owner Name: FOULADI, STEVEN
Business Location: 1847 UNIVERSITY DR
CORAL SPRINGS
Business Phone: 954-829-1302

Business Opened: 07/23/2019
State/County/Cert/Reg: CGC1520899
Exemption Code:

Rooms **Seats** **Employees** **Machines** **Professionals**
10

For Vending Business Only						
Number of Machines:				Vending Type:		
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
27.00	0.00	0.00	2.70	0.00	0.00	29.70

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT

WHEN VALIDATED

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Mailing Address:

SAGARIS CORP
1847 UNIVERSITY DR
CORAL SPRINGS, FL 33071

Receipt # WWW-20-00001664
Paid 10/12/2020 29.70

2020 - 2021

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Signature	For Vending Business Only					
	Number of Machines:			Vending Type:		
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
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Receipt # WWW-20-00001664
Paid 10/12/2020 29.70

REFERENCES

Contractor's Name: Sagaris Corp. **Phone Number:** 954-688-3407

Contractor's Address: 1847 N. University Drive, Coral Springs, FL 33071

	Project Name or Description:	Location/Address:	Completion Date	Contract Amount	Email or Website Address	Contact Person Name & Phone Number:
1.	11458A NW Neighborhood Phase II Improvements	Sistrunk & : NW 14th, Ave, 14th Terr, and 13th Terr Fort Lauderdale, FL	November, 2015	\$537,710.00	KMyat@fortlauderdale.gov	Khant K. Myat, P.E. Project Manager Phone: 954-828-5061
2.	11797 Dillard Park Curbing & Intersection	Dillard Park Neighborhood Fort Lauderdale, FL	October, 2015	\$45,596.00	LLafaurie@fortlauderdale.gov	Louis Lafaurie, P.E. Project Manager Phone: 854-828-6538
3.	11513 Golden Hieghts Curbing	Golden Heights Neighborhood Fort Lauderdale, FL	July, 2015	\$54,670.00	ITokar@fortlauderdale.gov	Irina Tokar, RA, NCARB, LEED AP Senior Project Manager Office: 954-828-6891
4.	11793 South Middle River Entryway Monuments	South Middle River Neighborhood Fort Lauderdale, FL	October, 2015	\$28,550.00	LLafaurie@fortlauderdale.gov	Louis Lafaurie, P.E. Project Manager Phone: 854-828-6538
5.	11702 Dillard Park Sidewalk Improvements	Dillard Park Neighborhood Fort Lauderdale, FL	June, 2015	\$67,000.00	LLafaurie@fortlauderdale.gov	Louis Lafaurie, P.E. Project Manager Phone: 854-828-6538
6.	EN-14-014A Pembroke Road Wall Replacement	Pembroke Road from 25th Street to 27th Street City of Hollywood	September, 2015	\$184,445.00	CLP@hollywoodfl.org	Clarissa Ip Engineering Support Services Manager Office: 954-921-3915
7.	15-B-061F Aquatic Center Parking	Coral Springs Aquatic Center Coral Springs, FL	September, 2015	\$46,000.00	rstein@coralsprings.org	Ronald Stein Construction Project Manager - 954-346-1739

8.	Priest Section Improvements	Lady of Mercy Cemetary	September , 2015	\$23,972.00	jkissel@chsfia.com	John Kissel Director of Development 305-206-6163
		Miami, FL				
9.	First Haitian Baptist Church of Pompano Beach - Renovations to Site	333 NW 3rd St, Pompano Beach, FL 33060	Decemher , 2014	\$272, 141.00	jdumor@bellsouth.net	Pastor Jacques Domornay 333 NW 3rd Street Pompano Beach, FL 33060 (954) 782-4832
10.	11782 Townsend Park Improvements (as a sub-contractor to Pars Dev.)	Townsend Park	October, 2014	\$260,000.00	HStanley@fortlauderdale.gov	Herbert E. Stanley Project Manager, Public Works Department Phone: 954-828-6801
		City of Fort Lauderdale				
11.	P11892 Temp Fire Station #54 (as a sub-contractor to Pars Dev.)	Temporary Fire Station #54	November, 2014	\$150,000.00	CAcosta@fortlauderdale.gov	Carlos J. Acosta, PE, PMP Project Manager II Office: 954.828.6185
		Fort Lauderdale, FL				
12.	P11099A Palm Aire Village West Entryway Phase II	Palm Aire Village West Neighborhood	January, 2016	\$57,945.00	KMyat@fortlauderdale.gov	Khaut K. Myat, P.E. Project Manager Phone: 954-828-5061
		Fort Lauderdale, FL				
13.	Waste Transfer Station Parking Improvements	City of Coral Springs, Waste Transfer Station	January, 2016	\$13,377.00	ggordnn@coralsprings.org	Glen Gordon Streets Superintendent Phone: (954) 344-1165
		Coral Springs, FL				
14.	2015-05 NE 16th Avenue Roadway Improvements	NE 16th Avenue	May, 2016	\$160,000.00	darchacki@wiltonmanors.com	David J. Archacki EM / Utilities Director (Project Manager) City of Wilton Manors Phone: (954) 390-2190 Engineer: Jason McClair, PE, CFM, LEED AP CHEN MOORE AND ASSOCIATES
		City of Wilton Manors, FL			jmcclair@chenmoore.com	
15.	Additional Parking @ Peace Mound Park (as a Sub-contractor to Pars Development)	Peace Mound Park	August, 2016	\$320,000.00	MConner@cgasolutions.com	Mr. Michael Conner, P.E. Calvin, Giordano & Associates 800 Eller Drive, Suite 600, Fort Lauderdale, FL 33316 Phone: 954.266.6469
		City of Weston				
16.	Civic Center Park Expansion	Civic Center Park	June, 2017	\$224,000.00	djohnson@miramarfl.gov	Mr. Daryl Johnson Sr. Project Manager - c/o Miramar 2300 Civic Center Place Miramar, Florida 33025 Phone: 954-602-3302
		City of Miramar				
17.	NE 13th Roadway Improvements Project	NE 13th Street	April 2018	\$1,398,000.00	CFanchi@fortlauderdale.gov	Christine W. Fanchi, PE, PTP Transportation Engineering Design Mgr 290 N.E. 3rd Avenue Fort Lauderdale, FL 33301 954-828-5226
		City of Fort Lauderdale				

ADDITIONAL PROJECTS & REFERENCES AVAILABLE UPON REQUEST



Ali Torabi
Crew Lead / Superintendent

Skills Summary

- | | | |
|-----------------------|---------------------|-------------------|
| ♦ Crew Leader | ♦ Electrical Work | ♦ Irrigation |
| ♦ Concrete Flatwork | ♦ Installation Work | ♦ Landscape |
| ♦ Underground Utility | ♦ Scheduling | ♦ Maintenance |
| ♦ Paving | ♦ Site Management | ♦ Heavy Machinery |
| ♦ General Site Skills | ♦ Dispatch | |

Professional Experience

SAGARIS CORP., CORAL SPRINGS, FL
Site Supervisor/Lead

Projects completed

- ♦ City of Fort Lauderdale
 - NE 13th Street Roadway Improvements \$1,4m
 - NW Neighborhood Phase II Improvements \$537,710
 - Temporary Fire Station #54, \$150,000.00
 - Townsend Park Improvements \$260,000.00
 - Temporary Fire Station #54 \$150,000.00
- ♦ City of Weston
 - Additional Parking @ Peace Mound Park \$320,000.00
- ♦ City of Weston
 - Civic Center Park Expansion \$224,000.00
- ♦ First Haitian Church of Pompano Beach
 - Renovations of Site \$272,141.00

TENEX ENTERPRISES, INC. -Pompano Beach, FL
Site Supervisor/Lead Installer, 2003 to 2013

CONSTRUCTION MANAGEMENT/INSTALLATION OVERSIGHT.

- ♦ Over saw the installation of street lights in Broward and Dade county's
- ♦ Mentored fellow workers on the correct installation procedures for irrigation, landscape, and maintenance of landscape protocol.
- ♦ Communicated with city officials to help maintain a positive working relationship throughout the life of all projects completed.

Projects completed

- ♦ City of Fort Lauderdale Sign Improvement Projects:
 - Lake Aire Neighborhood Improvements
 - Lauderdale Manors Improvements
 - Victoria Park Neighborhood Improvements
 - South Middle River Neighborhood Sign Improvements
 - Lake Ridge Neighborhood Improvements

Sagaris Corp. 1847 N University Dr., Coral Springs, FL 33071 - 954.688.3407 - office@sagariscorp.com

- ◆ City of Margate
 - Margate Boulevard Streetscape Improvements
 - Margate Monument Sign



STEVEN FOULADI
Project Manager / Qualifier

EDUCATION

Construction Management, Everglades University

CERTIFICATIONS AND TRAINING

Certified General Contractor, CGC1520899

Work Zone Safety Specialist – International Municipal Signal Association

Asphalt Level 1 – Florida Department of Transportation

SUMMARY OF EXPERIENCE

Mr. Fouladi has over 15 years of experience in the construction industry.

PROFESSIONAL REFERENCES

Mr. Shahin Hekmat, P.E. – – Thomas & Associates - (954) 683-9718

Mr. Mahmoud Davoodi, P.E., Sr. Project Engineer- Metric Engineering – (954) 868-4672

Mrs. Sabrina Baglieri, P.E., Construction Project Manager - City of Miami Beach - (954) 658-1001

Mr. Ron Herzog – Sr. Project Inspector - Calvin Giordano & Associates – (954) 869-8941

Mr. Ryan Spradlin – Project Inspector – Calvin Giordano & Associates – (954) 249-2787

WORK HISTORY

Sagaris Corp, Inc. Coral Springs, Florida.

Co-Founder / Qualifier / Project Manager 2013 - Present

Tenex Enterprises, Inc. Pompano Beach, Florida.

Estimating / Project Management / Construction Services - 2000 - 2012

Engaged in On-Going Civil Works, Parks and Building Contracts Including Drainage, Water Distribution, Sewer System, Road Construction, Streetscape, Signage, Public Park Development and Public Buildings, Various City Projects in Broward and Dade Counties.

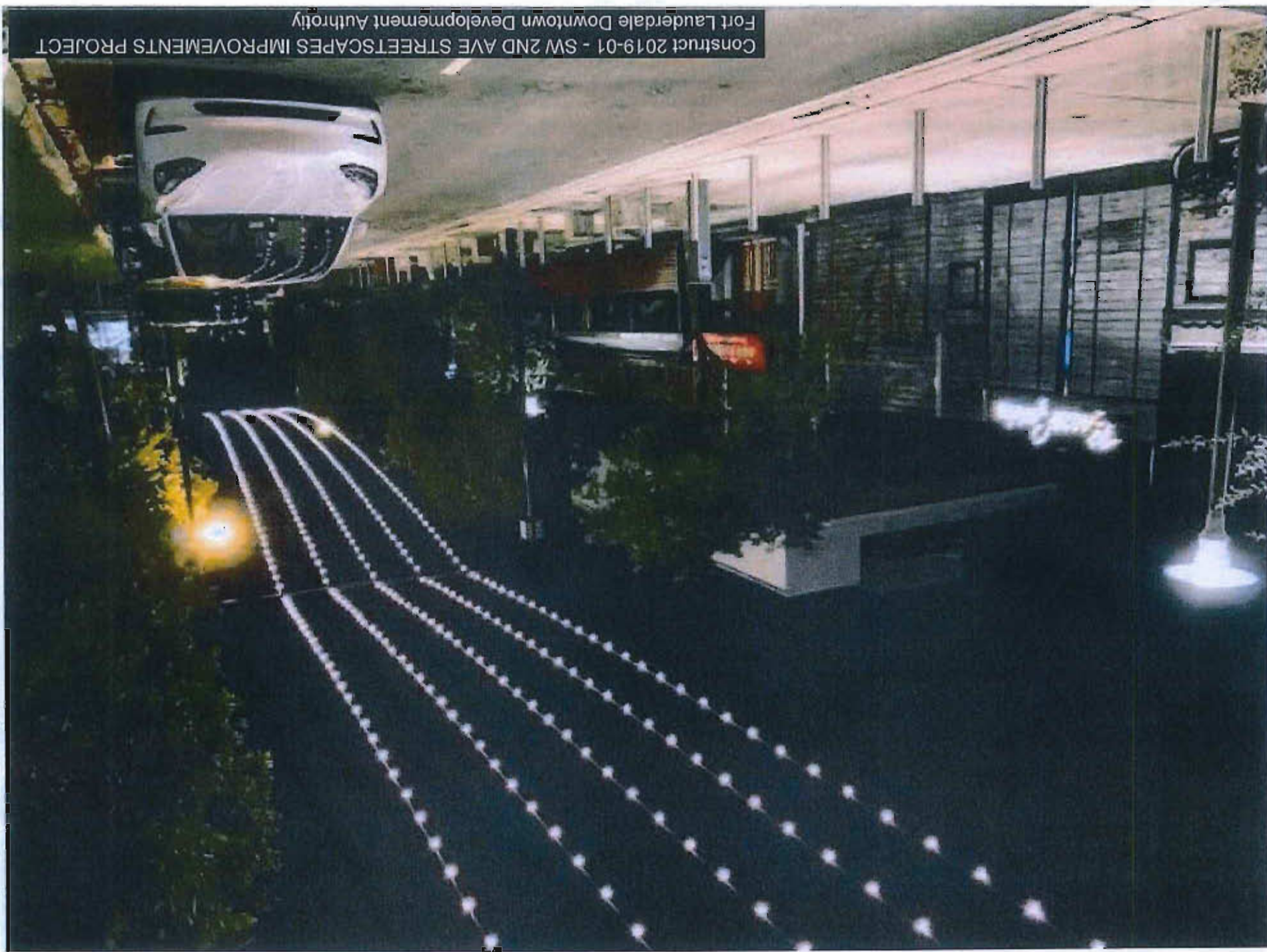
Projects completed

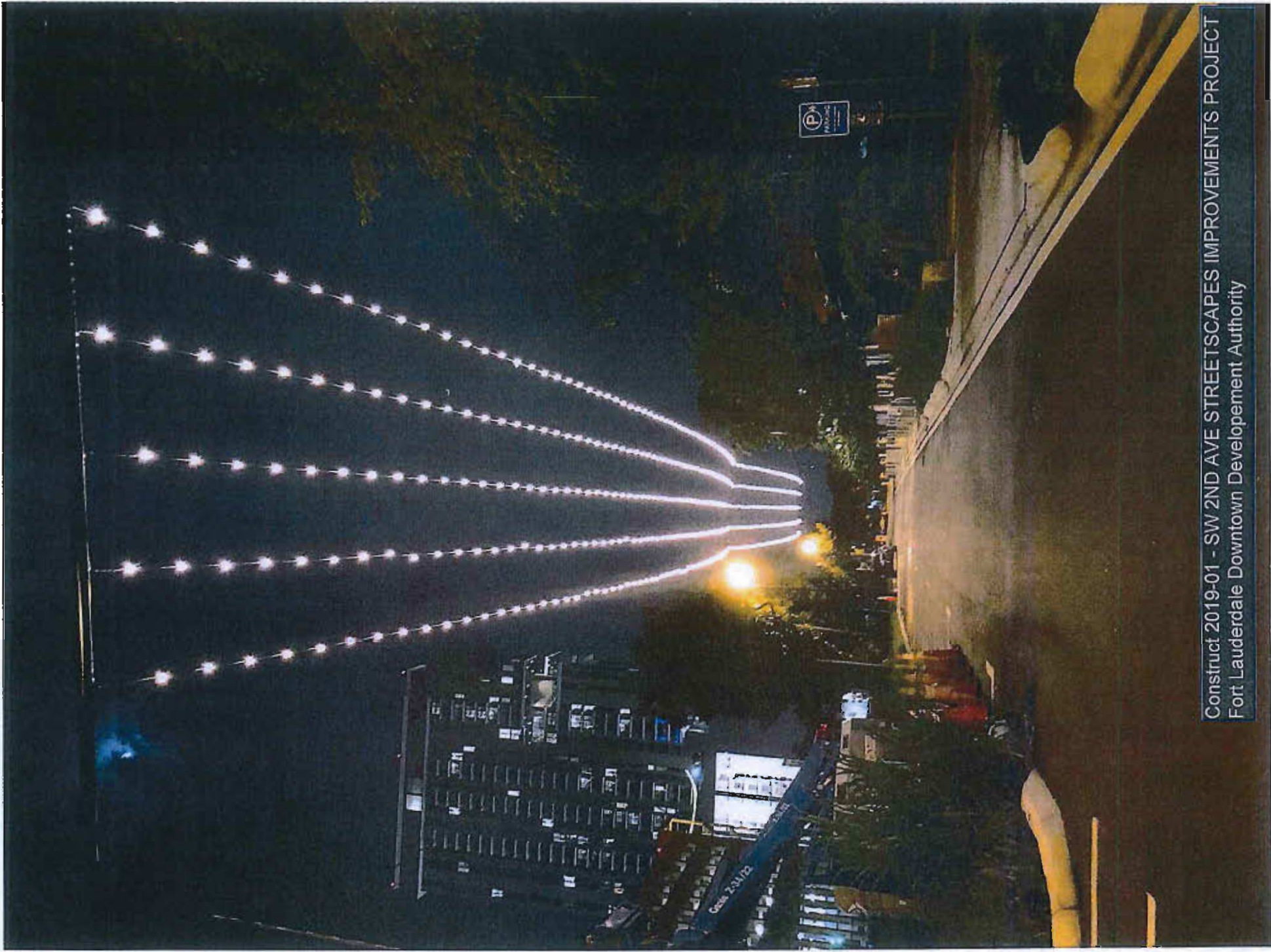
- ♦ City of Fort Lauderdale Sign Improvement Projects:
 - Lake Aire Neighborhood Improvements
 - Lauderdale Manors Improvements
 - Victoria Park Neighborhood Improvements
 - South Middle River Neighborhood Sign Improvements
 - Lake Ridge Neighborhood Improvements
- ♦ City of Margate
 - Margate Boulevard Streetscape Improvements
 - Margate Monument Sign
- ♦ City of Weston
 - AYSO Facility, \$391,300
 - I-75 @ Arvida Park Parkway South Bound Off Ramp, \$888,200
 - Indian Trace Roadway Improvements, \$985,600
 - Weston Road Median Improvements, \$604,100
 - Saddle Club Rd @ South Post Rd Roundabout \$1,182,000

Sagaris Corp. 1847 N University Dr., Coral Springs, FL 33071 - 954.688.3407 - office@sagariscorp.com

- Sidewalk Improvements – Bonaventure, \$200,000
- South Post Road Improvements, \$1,350,000
- City of Weston, Public Works Fueling Station, \$286,000

Construct 2019-01 - SW 2ND AVE STREETSCAPES IMPROVEMENTS PROJECT
Fort Lauderdale Downtown Development Authority





Construct 2019-01 - SW 2ND AVE STREETSCAPES IMPROVEMENTS PROJECT
Fort Lauderdale Downtown Development Authority



Construct 2019-01 - SW 2ND AVE STREETSCAPES IMPROVEMENTS PROJECT
Fort Lauderdale Downtown Development Authority

NE 13th STREET TRANSFORMATION

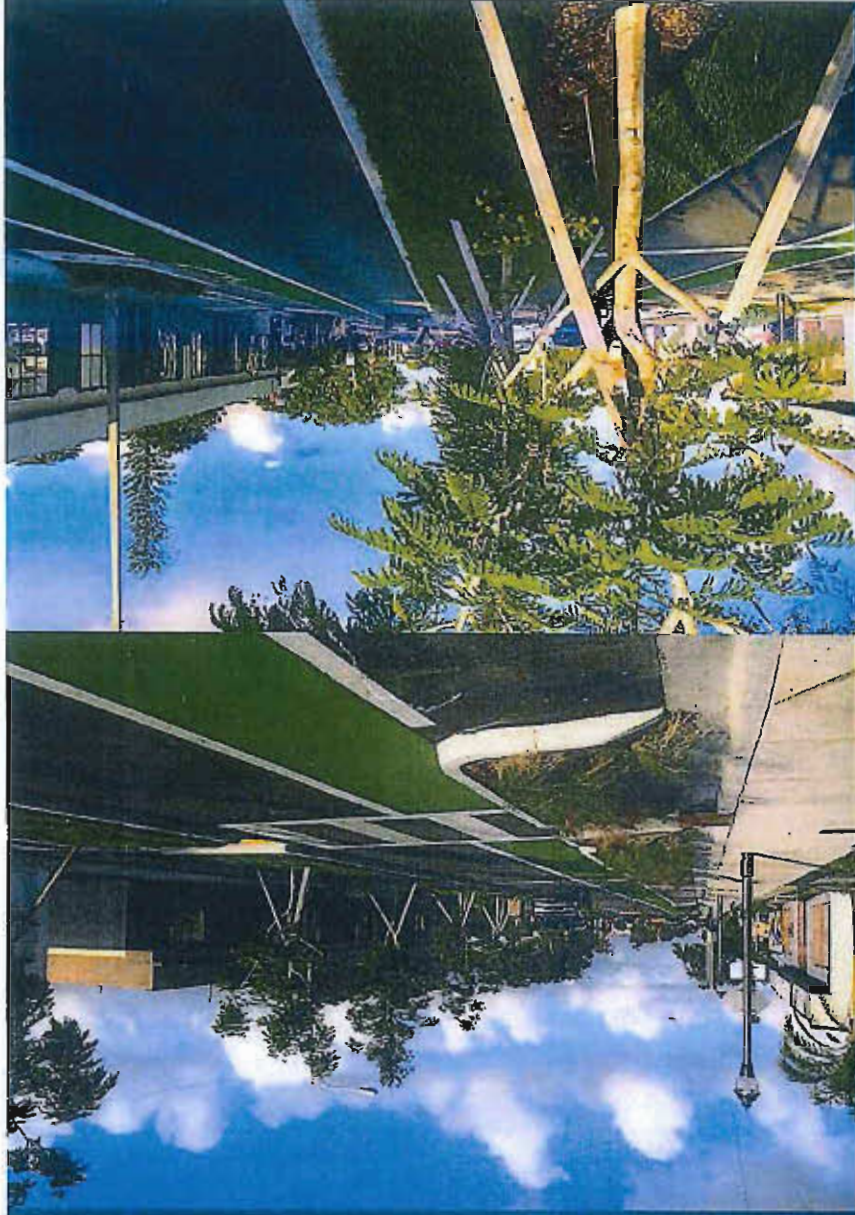
Central City CRA & Middle River Terrace
Neighborhood Association

Public Priorities for transformation:

1. On-Street Parking
2. LED Pedestrian Lighting
3. Dedicated Green Bike Lanes
4. Wider Sidewalks (7')
5. Traffic Calming/Roundabouts
6. More Landscaping/Trees
7. More Crosswalks (2 Additional)
8. Reduced Flooding/Ponding

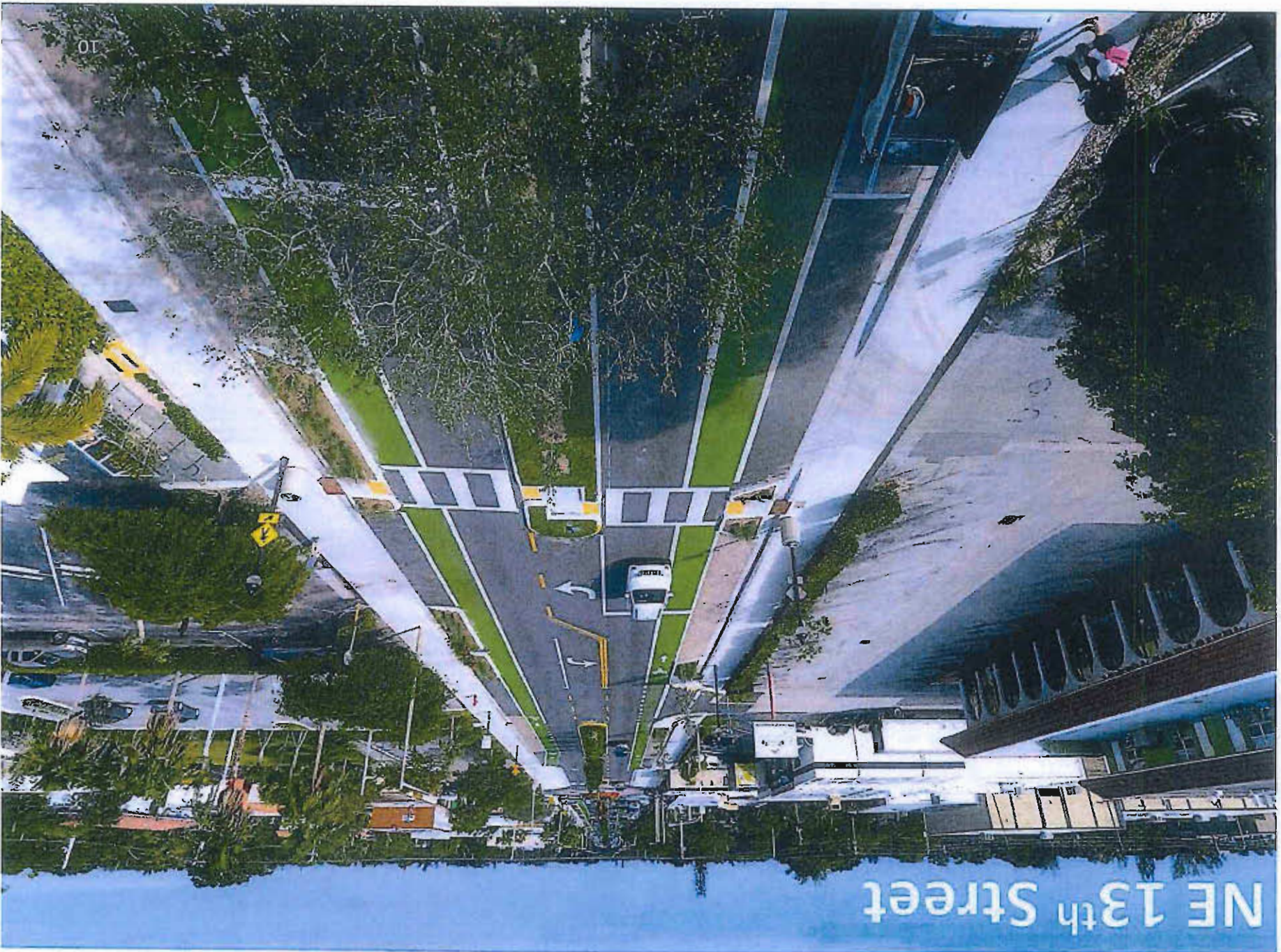
Additional improvements:

1. New LED roadway lighting
2. Additional public art space for Unity Beacon
3. Bioswales





NE 13th Street



NE 13th Street





North Galt Streetscape Improvements Project
City of Fort Lauderdale



North Galt Streetscape Improvements Project
City of Fort Lauderdale



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/06/2021

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 REEL INSURANCE AGENCY D/B/A/ COVER ALL INSURANCE 5800 W. ATLANTIC BLVD. MARGATE FL 33063	CONTACT NAME: PHONE (A/C, No, Ext): (954) 956-0006 FAX (A/C, No): (954) 956-0555 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: EVANSTON INSURANCE COMPANY INSURER B: INSURANCE COMPANY OF THE WEST INSURER C: INSURER D: INSURER E: INSURER F:
INSURED SAGARIS CORP. 3660 NW 126TH AVE BAY 6 CORAL SPRINGS FL 33065	NAIC #

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 INSR	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ GENERAL LIABILITY	X		3AA455917	02/19/2021	02/19/2022	EACH OCCURRENCE \$ 1,000,000
	☒ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	☐ CLAIMS-MADE ☒ OCCUR						MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
	☐ POLICY ☒ PROJECT ☐ LOC						GENERAL AGGREGATE \$ 2,000,000
	AUTOMOBILE LIABILITY						PRODUCTS - COMP/OP AGG \$ 2,000,000
	☐ ANY AUTO						
	☐ ALL OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ HIRED AUTOS						BODILY INJURY (Per person) \$
	☐ SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB	X		EZXS3043995	02/19/2021	02/19/2022	EACH OCCURRENCE \$ 2,000,000
	☐ EXCESS LIAB						AGGREGATE \$ 2,000,000
	☐ DED ☐ RETENTION \$						
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A		WFL 5041747 03	07/01/2021	07/01/2022	☒ WC STATUTORY LIMITS ☐ OTHER \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000
	☐ Y/N						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

GENERAL CONTRACTOR

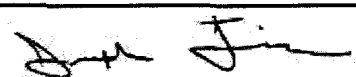
CERTIFICATE HOLDER

mehrdad@sagariscorp.com

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



<SR>



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/19/21

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PRODUCER Glenda's House Of Insurance, Inc 1848 NW 21 St Pompano Beach, FL 33069 Phone (954) 977-7605 Fax (954) 977-7606		CONTACT NAME: GLENDA KAUFFMAN PHONE (A/C, No, Ext): (954) 977-7605 FAX (A/C, No): (954) 977-7606 E-MAIL ADDRESS: GLENDA@GHINSURANCE.NET	
INSURED SAGARIS CORPORATION 1847 NORTH UNIVERSITY DRIVE CORAL SPRINGS, FL 33071		INSURER(S) AFFORDING COVERAGE INSURER A : INFINITY COMMERCIAL AUTO INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	

COVERAGES

CERTIFICATE NUMBER: 1

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR ☐ ☐ GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS ☐	Y	N	509-26303-1816-001	02/28/2021	08/28/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000.00 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				☐ WC STATUTORY LIMITS ☐ OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER

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

GLENDA ANNE KAUFFMAN



Sagaris Corp.
3660 NW 126th Ave, Unit 6
Coral Springs, FL 33065
954.688.3407
office@sagariscorp.com

August 27, 2021

Purchasing Division
City of Dania Beach
100 W. Dania Beach Boulevard
Dania Beach, Florida 33004

Subject: Letter of Transmittal
SE 5th Ave Crosswalk
ITB 21-019

Attention: Evaluation Committee

Thank you for the opportunity to respond to your SE 5th Ave Crosswalk ITB 21-019 advertisement. We have reviewed the bid package, visited crosswalk locations and are pleased to submit our proposal for the above captioned project.

Our proposal is built on successful methodologies and a record of accomplishment of construction projects completed on time, and within budget for municipalities throughout Broward County.

The current timeline for delivery of materials:

- Tapco Solar Blinker Lights [Estimated 4 to 6 weeks lead time]
- Paver Block [Estimated 4 to 6 weeks lead time]
- In-Roadway Blinker [8 to 12 weeks]

Sagaris Corp will be ready to mobilize within 30 days of delivery and contract award.

Should you desire or require any clarifications, please do not hesitate to contact me at 954.688.3407 or email office@sagariscorp.com

Sincerely,

Mehrdad Mahmoudi
President
Sagaris Corp.



Sagaris Corp.
1847 N University Dr.
Coral Springs, FL 33071
954.688.3407
office@sagariscorp.com

Related Experience

Contract No (1): NE 13th Roadway Improvements Project

Client: City of Fort Lauderdale
Ms. Christine Fanchi, PE
Transportation & Mobility Department
290 NE 3rd Ave, Fort Lauderdale, FL 33301
954.828.5226
cfanchi@fortlauderdale.gov

Amount: \$1,4m

Principle/Project Manager: Steven Fouladi, CGC / Sagaris Corp

Contract Type: Prime

Description of Contract: Installation of thirty-eight (38) Decorative Pedestrian Lights with GFI & Planter Arms, Undergrounding of existing overhead lines, installation of concrete light pole for roadway lighting, permeable pavers, sidewalk and concrete flatwork, concrete wall, medians, paving, construction of roundabout, green bike lane and artwork erection.

Objectives/Accomplishments: Winner of the 2018 Community Appearance Award / City of Fort Lauderdale. Nominated for People's choice award at the 2018 Safe Streets Summit.

Challenges/Resolutions: FPL coordination pre/post hurricane for establishing service posed a challenge due to their emergency scheduling in other areas of Florida. Project was completed on time after vigorous contact by Sagaris Corp with FPL and their supervisory staff.

Contract Start & End Date: November 2016 – December 2017

Contract No (2): OASIS XII Neighborhood Improvements

Client: City of Dania Beach
Mr. Frederick Bloetscher, P.E.
Public Utility Management & Planning Services
Hollywood, FL 33022-1890
h2o_man@bellsouth.net
239.250.2423

Amount: \$175,000.00

Principle/Project Manager: Steven Fouladi, CGC / Sagaris Corp

Contract Type: Prime

Description of Contract: Installation of decorative street signs, permeable pavers, speed humps, concrete sidewalk, installation of mailboxes, asphalt harmonization, crosswalks, striping

Objectives/Accomplishments: Completed on time and custom tailored to meet City's tight budget.

Challenges/Resolutions: Project did not incur any challenges.



Sagaris Corp.
1847 N University Dr.
Coral Springs, FL 33071
954.688.3407
office@sagariscorp.com

Contract Start & End Date: January 2018 to July 2018

Contract No (3): City of Miramar – Civic Center Park Expansion-(Re-Bid)

Client: City of Miramar
Mr. Daryl Johnson,
2300 Civic Center Place
Miramar, FL 33025
954.602.3302
djohnson@miramarfl.com

Amount: \$224,000.00

Principle/Project Manager: Steven Fouladi, CGC / Sagaris Corp

Contract Type: Prime

Description of Contract: Installation of park lighting, solar bollards, pavilion, concrete flatwork, exercise stations, fence, parking lot paving, landscaping & irrigation.

Objectives/Accomplishments: Project was completed successfully with a limited budget.

Challenges/Resolutions: Project did not incur any challenges.

Contract Start & End Date: August 2016 – June 2017

Contract No (4): City of Fort Lauderdale – Snyder Park Mountain Bike Trail

Client: City of Fort Lauderdale
Mr. Thomas White
100 N. Andrews Avenue
Fort Lauderdale, FL 33060
954.602.33301
ThWhite@fortlauderdale.gov>

Amount: \$189,760.00

Principle/Project Manager: Steven Fouladi, CGC / Sagaris Corp

Contract Type: Prime

Description of Contract: Construction of mountain bike trail with obstacles, ladder bridge, signage.

Objectives/Accomplishments: Project was completed successfully with a limited budget.

Challenges/Resolutions: Hurricane Irma destroyed segments of proposed trail. Trail had to be reconfigured to meet new terrain conditions.

Contract Start & End Date: June 2017 to April 2018



Sagaris Corp.
1847 N University Dr.
Coral Springs, FL 33071
954.688.3407
office@sagariscorp.com

Contract No (5): First Haitian Baptist Church

Client: Pastor Jacques Dumornay
333 NW 3rd Street
Pompano Beach, FL 33060
(954) 782-4832

Amount: \$486,100.00

Principle/Project Manager: Steven Fouladi, CGC / Sagaris Corp

Contract Type: Prime

Description of Contract: Building & Parking Lot renovations

Objectives/Accomplishments: Project was completed successfully.

Challenges/Resolutions: No Challenges

Contract Start & End Date: June 2013 to December 2015



Sagaris Corp.
1847 N University Dr.
Coral Springs, FL 33071
954.688.3407
office@sagariscorp.com

Current Workload

City of West Park – Monument with Fountain

\$210,000.00 / Est. Completion December 2018 / 40% Completed

Scope: Monument with fountain, uplighting, brick paver sidewalk, benches, irrigation, well construction.

City of Hollywood – Colbert Elementary Sidewalk Project

\$1,200,000.00 / Est. Completion December 2019 / 0% Completed / In Award Proceedings

Scope: Concrete Sidewalk, Swale Construction & Resotation

City of Lauderhill – South Gateway Park Project

\$249,000.00 / Est. Completion November 2019 / 0% Completed / In Award Proceedings

Scope: Electrical Panel, Relocation of Irrigation Pump, Landscaping, Wood Bridge

Repair, Grading,

City of Coral Springs – Riverside Park Boat Dock Renovation

\$89,000.00 / Est. Completion December 2018 / 30% Completed

Scope: Renovation of Existing Boat Dock / concrete flatwork

Revised Bid Form
ITB 21-019
Southeast 5th Avenue Crosswalk

5 th Ave Crosswalk Item No.	Description Of Work	Unit Qty	Units	Estimated Unit Price Bid	Total Estimate
1	Mobilization/BOnds	1	LS	\$15,000.00	\$15,000.00
2	Install Stamped Asphalt Crosswalk w 2 butterflies as shown on drawing	1	LS	\$9,260.00	\$9,260.00
3	Install Tapco solar blinker lights	3	ea	\$5,500.00	\$5,500.00
4	ADA pads (remove and replace)	2	ea	\$1,200.00	\$2,400.00
5	Allowance for Owner's Use	1	LS	\$10,000.00	\$10,000.00
	GRAND TOTAL				\$53,160.00
Alternate A	Install Paver block Crosswalk w 2 butterflies as shown on drawing	1	LS	\$9,500.00	\$9,500.00
Alternate B	In-roadway blinker w electric	8	LS	\$35,000.00	\$35,000.00
	GRAND TOTAL w Alternates				\$97,660.00

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”) NO. 21-028 ENTITLED “CITY HALL SECOND FLOOR RENOVATION” TO S3S CONSTRUCTION, INC. IN THE AMOUNT OF FIVE HUNDRED FORTY EIGHT THOUSAND DOLLARS (\$548,000.00); AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

Purchasing Requests ONLY

Dept:

Acct #:

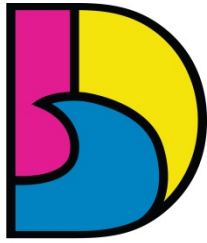
Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

C-MEMO-AWARD-CH-2NDFLOOR-RENOV-110921revSRevFJR (Finance 10-26), R-2021- S3S Construction, Inc. Bid Award and Agreement for City Hall Second Floor Renovation (ITB 21-028), R-2021- S3S Contruction Bid Award for City Hall Second Floor Renovation (ITB- 21-028) Exhibit A



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

CITY OF DANIA BEACH PUBLIC SERVICES DEPARTMENT

MEMORANDUM

DATE: November 9, 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 EXECUTE A CONTRACT FOR ITB No. 21-028 "CITY HALL 2ND FLOOR RENOVATION" WITH S3S CONSTRUCTION

Request

The Public Services Department (PSD) requests the adoption of a resolution authorizing executing "City Hall 2nd Floor Renovation" to S3S Construction For City Hall renovations.

Background

The West Wing Project has been in the discussion and planning stage since late 2020. Its aim is two-fold: (1) to make the second floor of City Hall fully compliant with the American with Disabilities Act (ADA); and (2) to transform a space which has been used for primarily for storage for over a decade into usable, efficiently laid out office space. More specifically, the west wing section of City Hall is envisioned as future office space for the elected officials and for a city department. On October 15, 2021, one contractor, S3S Construction, responded to the ITB. A Bid Evaluation Committee (Committee) was formed, consisting of the Director of Public Services, the PSD Deputy Director, and the Capital improvements Program and Grants Administrator.

The Committee, in consultation with the architecture/engineering consultant who put together the project spec/bid documents and was retained to assist with the bid process, decided to accept the sole bid as responsive and appropriate.

Budgetary Impact

The cost of the project is \$548,000.00 and will be funded by a combination of funding in the Capital Projects Fund and Administrative Impact Fees. Currently, there is \$233,890.00 for the West Wing Renovation in Capital Projects Fund account number 301-18-00-519-62-10. The remaining \$314,110.00 will be funded by an appropriation of Administrative Impact Fees transferred to the project account. Other costs associated with this project, including furniture and fixtures, will be funded by additional appropriations of Administrative Impact Fees to be approved by the City Commission at a later date.



**RESOLUTION TO EXECUTE A CONTRACT FOR ITB No. 21-028 "CITY HALL 2ND FLOOR RENOVATION"
WITH S3S CONSTRUCTION**

Recommendation

It is recommended that the City Commission adopt a resolution executing a contract with S3S Construction for ITB 21-028 "City Hall 2nd Floor Renovation".

RESOLUTION NO. 2021-174

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE AWARD OF INVITATION TO BID (“ITB”) NO. 21-028 ENTITLED “CITY HALL SECOND FLOOR RENOVATION” TO S3S CONSTRUCTION, INC. IN THE AMOUNT OF FIVE HUNDRED FORTY EIGHT THOUSAND DOLLARS (\$548,000.00); AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Administration has been planning to renovate the second floor area of City Hall on the west portion of the building that has been vacant and used mostly for storage for over ten (10) years; and

WHEREAS, the two-pronged aim of the City Hall Second Floor Remodeling Project is to achieve full compliance with the American with Disabilities Act (ADA) requirements and create office space for the elected officials and one small sized City department; and

WHEREAS, pursuant to Resolution No. 2021-079, an architectural design/engineering consultant was selected to design and develop construction documents including a set of drawings; and

WHEREAS, using the construction documents and drawings, Invitation to Bid (“ITB”) No. 21-028 was developed and was advertised on September 17, 2021 in the Sun-Sentinel and was posted on the City’s website and Demand-Star; and

WHEREAS, a mandatory pre-bid meeting for ITB No. 21-028 was held on September 27, 2021; and

WHEREAS, a Bid Review Committee (Committee) consisting of the Director of Public Services, the Deputy Director of Public Services, and the CIP and Grants Administrator, in conjunction with the architecture/engineering firm which developed the bid spec/documents, reviewed the single proposal from S3S Construction, Inc. and deemed it responsible and responsive;

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

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

Section 2. That the City Commission authorizes the proper City officials to execute an agreement, which agreement is attached as Exhibit “A” and incorporated into this Resolution by this reference, with S3S Construction, Inc. for construction services in an amount of Five Hundred Forty Eight Thousand Dollars (\$548,000.000).

Section 3. That funding for this project in the amount of \$233,890.00 is available in the Capital Projects Fund account number 301-18-00-519-62-10, and the remaining \$314,110.00 will be funded by an appropriation of Administrative Impact Fees transferred to the project account.

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 be in full force and take effect immediately upon its passage and adoption.

PASSED AND ADOPTED on November 9, 2021.

ATTEST:

THOMAS SCHNEIDER, 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 S3S CONSTRUCTION, INC., A FLORIDA CORPORATION FOR SERVICES RELATED TO THE CITY HALL SECOND FLOOR RENOVATION PROJECT AS DESCRIBED WITHIN THE CITY OF DANIA BEACH INVITATION TO BID (“ITB”) NO. 21-028.

This is an Agreement (“Agreement”) dated _____, 2021, between the City of Dania Beach, Florida, a Florida municipal corporation (“City”), with its principal place of business located at 100 West Dania Beach Boulevard, Dania Beach, Florida 33004 and S3S Construction, Inc. (“Contractor”), a Florida corporation with its principal mailing address of 7320 Griffin Road, Suite 222, Davie, Florida 33314.

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. This Agreement between the Contractor and the City under the City of Dania Beach Invitation to Bid (“ITB”) No. 21-028 is effective for a period of One Hundred Eighty (180) days after the issuance of Notice to Proceed and is effective only upon execution by all parties. A copy of ITB No. 21-028 and all addendums to it is attached as Exhibit “A” and made a part of and incorporated into this Agreement by this reference and shall be considered as part of this Agreement.
2. The Response to ITB No. 21-028 provided by the Contractor is attached as Exhibit “B” and is incorporated into this Agreement by this reference.
1. That in all other respects, the terms of Exhibit “A” apply to this Agreement.

IN WITNESS OF THE FOREGOING, the parties have set their hand and seal the day and year first written above.

ATTEST:

**CITY OF DANIA BEACH, FLORIDA,
a Florida municipal corporation**

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS

THOMAS J. ANSBRO
CITY ATTORNEY

ANA M. GARCIA, ICMA-CM
CITY MANAGER

WITNESSES:

Signature

PRINT Name

Signature

PRINT Name

CONTRACTOR:
S3S CONSTRUCTION, 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 S3S Construction, Inc., a Florida corporation. He/she is personally known to me or has produced _____ as identification.

My Commission Expires:

Notary Public, State of Florida

Print Name

AGREEMENT BETWEEN THE CITY OF DANIA BEACH, FLORIDA AND S3S CONSTRUCTION, INC., A FLORIDA CORPORATION FOR SERVICES RELATED TO THE CITY HALL SECOND FLOOR RENOVATION PROJECT AS DESCRIBED WITHIN THE CITY OF DANIA BEACH INVITATION TO BID (“ITB”) NO. 21-028.

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1. This Agreement between the Contractor and the City under the City of Dania Beach Invitation to Bid (“ITB”) No. 21-028 is effective for a period of One Hundred Eighty (180) days after the issuance of Notice to Proceed and is effective only upon execution by all parties. A copy of ITB No. 21-028 and all addendums to it is attached as Exhibit “A” and made a part of and incorporated into this Agreement by this reference and shall be considered as part of this Agreement.
2. The Response to ITB No. 21-028 provided by the Contractor is attached as Exhibit “B” and is incorporated into this Agreement by this reference.
1. That in all other respects, the terms of Exhibit “A” apply to this Agreement.

IN WITNESS OF THE FOREGOING, the parties have set their hand and seal the day and year first written above.

ATTEST:

**CITY OF DANIA BEACH, FLORIDA,
a Florida municipal corporation**

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS

THOMAS J. ANSBRO
CITY ATTORNEY

ANA M. GARCIA, ICMA-CM
CITY MANAGER

WITNESSES:

**CONTRACTOR:
S3S CONSTRUCTION, INC.
a Florida corporation**

Signature

Signature

PRINT Name

PRINT Name

Signature

Title

Dated: _____, 2021

PRINT Name

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 S3S Construction, Inc., a Florida corporation. He/she is personally known to me or has produced _____ as identification.

My Commission Expires:

Notary Public, State of Florida

Print Name :

CITY OF DANIA BEACH, FLORIDA



CITY HALL SECOND FLOOR RENOVATION

CITY INVITATION TO BID (“ITB.”) NO. 21-028

Prepared by:

City of Dania Beach, Florida
100 W. Dania Beach Boulevard
Dania Beach, Florida 33004

SEPTEMBER 17, 2021

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SECTION 4	INTERPRETATION AND CLARIFICATION OF BIDDING DOCUMENTS
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CITY OF DANIA BEACH, FLORIDA
INVITATION TO BID FOR
“CITY HALL SECOND FLOOR RENOVATION”
ITB 21-028

NOTICE TO BIDDERS

NOTICE IS GIVEN that the City of Dania Beach, Florida (the “City” or “Owner”) will be accepting sealed Bids for its **“City Hall Second Floor Renovation”**.

Bids will be accepted on DemandStar until October 15, 2021 at 10:00 AM. Bids received after this time will be rejected.

All submissions will remain confidential and exempt from public record disclosure requirements until the response opening is conducted.

PROJECT DOCUMENTS

Documents may be obtained from www.demandstar.com or from the City Website at www.daniabeachfl.gov.

MANDATORY PRE-BID CONFERENCE

A MANDATORY Pre-bid conference will be held on Monday, September 27, 2021, at 9:00 A.M. using RingCentral meeting software. All Bidders and interested persons are required to attend the meeting, which will outline the Project as described in the Bid, and provide an opportunity for questions and answers for all interested persons. Any interpretations, clarifications or additional information not disclosed in this Bid and determined to be necessary by the Owner in response to questions, will be issued by means of addendum or addenda, which addendum or addenda will be posted to the City website, www.daniabeachfl.gov, and www.demandstar.com, for all interested persons identified by the Owner as having received the

Bid Documents. The Bidder is required to check these sites to see if there has been any addendum or addenda posted for this Bid. Only questions answered and information supplied by means of such addendum or addenda will be considered as binding. Oral interpretations, clarifications or other information will have no legal and binding effect. Bids from those who have failed to attend will not be opened. Bidders arriving past the indicated time will not be eligible to submit a Bid. For information and instructions on joining this conference, please contact the Procurement Administrator at procurement@daniabeachfl.gov.

Interested bidders may join this meeting by using this link:

<https://meetings.ringcentral.com/j/1472153423>

BID DOCUMENTS

Bids must be submitted electronically on DemandStar, the City's designated electronic bidding system. All bid document files must be clearly labeled "**City Hall Second Floor Renovation, ITB 21-028**".

All bid prices shall be guaranteed firm for a minimum of one hundred twenty (120) calendar days after the submission of the bid. No bidder may withdraw a bid within sixty (60) calendar days after the bid opening date.

Pursuant to Florida law, all Bids are exempt public records until thirty (30) days after opening, or award of bid, whichever is sooner. In the event presentations are necessary, all non-presenting bidders will be required to exit the room during the presentations of each of the other bidders as portions of selection committee meetings at which presentations are made are exempt from Florida's public meeting laws.

A certified check, cashier's check, bank officer's check, or bid bond for Ten Thousand Dollars (\$10,000.00), made payable to the City of Dania Beach shall accompany each proposal.

Bids will be publicly opened and read aloud at 1:30 P. M., on the Bid due date referenced above using RingCentral meeting software, in the presence of the City Clerk or designee on the above stated date. Award of a contract will be made at a subsequent City Commission meeting

All bidders are advised that the City has not authorized the use of the City seal by individuals or entities responding to City bids. Bidders shall demonstrate successful performance of projects of a similar magnitude, scope and value as this project.

The City Commission of the City of Dania Beach reserves the right to reject any and all bids, to waive any informality in a bid and to make an award in the best interests of the City, as Owner.

CITY OF DANIA BEACH, FLORIDA
Published on: September 18, 2021

**CITY HALL SECOND FLOOR RENOVATION
ITB 21-028**

DRAWINGS

(POSTED ON CITY WEBSITE AND DEMANDSTAR)

SECTION 1 - INTRODUCTION AND INFORMATION

1.1 SCOPE

The City of Dania Beach, Florida (the “City” or “Owner”), is actively seeking bids from qualified Contractors (the “Contractor”), for a project known as the “**City Hall Second Floor Renovation**”. The project includes partial interior renovation on the 2nd floor of City Hall. Work consists of providing new offices, construction of new partition walls, as well as new systems for mep, new finishes, a/c, electric and fire alarm work.

1.1.1 By submitting a bid, the Bidder acknowledges that he, she, or it is familiar with the scope of services prior to submitting a bid. Failure of a Bidder to be familiar with the requirements of the Project Work does not relieve the Contractor of the responsibility for completion of all required services for the Project.

1.1.2 It shall also be the Bidder's responsibility to visit the proposed Project Site to become thoroughly familiar with the nature and extent of the Work to be performed and all local existing site conditions, and to make his or her own estimate of the facilities and difficulties attending the execution of the Work; no allowance shall be made by the Owner for the Bidder's failure to do so.

1.1.3 Bids will be considered if submitted by qualified Contractors who or which have experience, including similar previous work in the provision of the requested services. Contractors offering full service will receive the highest consideration.

1.1.4 Applicants must submit bids electronically and include the following items in the submitted Bid:

- a. Letter of Transmittal;
- b. Anticipated time line to begin delivery of services;
- c. A breakdown of the costs for the delivery of services described above.
- d. Résumés of key personnel who will actually be assigned to the Project Work and a description of the role of each person within the company.

NOTE: The City expects those personnel listed to be those who will be actually performing the Project Work. Substitutions (Contractors only) will be permitted only upon written approval of the City’s representative or designee who is in charge of the Project.

e. A list of five (5) similar projects performed in South Florida (see the form to be used which is included as Exhibit “A”, “Bidder Qualifications”; it is made a part of and is incorporated into the ITB by this reference) and it includes the following information:

- 1) Name of each entity for which the work was performed;
- 2) Brief description of the scope of work;
- 3) Amount of initial contract award; and
- 4) Name of contact person and contact information with the entity who can

knowledgeably discuss your company's performance.

- f. Indication that the Contractor can provide increased levels of service (additional hours) at the same cost per hour; and
- g. Any other information that the Contractor feels is relevant to assist the City in evaluating Contractor's qualifications.
- h. The City intends to award an agreement to the lowest, responsive, responsible Bidder for the requested services specified in the ITB, taking into consideration experience, staffing, equipment, materials, references and past performance. The City reserves the right to reject any and all bids, to waive any informality in a bid and to make an award in the best interests of the City. In case of disputes in the award of the agreement, the decision of the City shall be final and binding on both parties.
- i. If the Bidder to whom or to which an award is made fails to enter into an agreement, the award may be annulled and the agreement offered to the next most qualified Bidder or to the Bidder which offered the next lowest, responsive and responsible bid in the opinion of the City. **THE CONTRACTOR AND ANY SUBCONTRACTOR(S) SHALL NOT COMMENCE WORK ON THE PROJECT UNTIL AN AGREEMENT HAS BEEN FULLY EXECUTED BY BOTH PARTIES.**

SECTION 2 - NO BIDS

If a Bidder does not intend to bid, please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason. Failure to bid prior to the date and time scheduled for the bid opening may result in the Bidder being deleted from the City's bidders' registration list for the services requested in the Invitation to Bid.

SECTION 3 - CAUSES FOR REJECTION OF A BID

3.1 No bid will be considered or accepted that, in the opinion of the City, is informal or unbalanced, or contains inadequate or unreasonable prices for any items; each item must carry its own proportion of the cost as nearly as is practicable. However, the City shall be under no obligation to investigate the correctness of any bid, and the Bidder by signing the bid shall be deemed to have verified that no errors appear in the bid as submitted. Any alterations, erasures, interlineations or failures of a bid to contain all items called for in the ITB may result in rejection of the bid.

3.2 If any Bidder violates any provision in the ITB, such Bidder may be disqualified from performing the Project Work, or from furnishing the requested services for which the bid was submitted, and the Bidder may be further disqualified from bidding on any future bids for work, for goods, or for services for the City.

3.3 The Bidder shall complete the "**Bid Form**", which is attached as Exhibit "B"; it is made a part of and is incorporated into the ITB by this reference.

SECTION 4 - INTERPRETATION AND CLARIFICATION OF BIDDING DOCUMENTS

4.1 All questions requiring interpretation or clarification of the bidding documents shall be made in writing and shall be delivered to the City (and its Consultant, if applicable) at least ten (10) days prior to the date for the receipt of Bids. No questions shall be answered during the five (5) days prior to the date of the opening of the Bids.

4.2 For information pertaining to this ITB, email the Procurement Administrator at procurement@daniabeachfl.gov. Such contact shall be for clarification purposes only. Material changes, if any, to the scope of services or Proposal procedures will be transmitted only by written addendum.

4.3 Interpretations or modifications of the bidding documents made in any manner other than Addendum or Addenda issued by the City shall not be binding and shall have no effect.

4.4 The Bidder, prior to submitting a bid, shall ascertain that it has received any Addendum or Addenda issued by the City for this Project, and that shall be acknowledged in writing by an authorized representative.

4.5 Costs for those matters not questioned and not addressed in an Addendum or Addenda, shall be the responsibility of the Bidder, and Bidder shall be responsible to include such costs within the submitted Bid.

4.6 Bidders shall use the Bid Document Forms furnished in the ITB. Bid Base Amounts shall be furnished in both words and numerals, and in case of a discrepancy between the two, the amount written in words shall govern.

4.7 In the event of a mathematical error in the extension of any unit price, or addition of total price, the unit price shall prevail.

4.8 Insurance Coverage: Bidders who are responding to the Invitation to Bid (“ITB”) **MUST** comply with all of the insurance requirements specified in Section 27 (“Insurance Requirements”) of the Bid Documents and the Agreement upon award to the successful Bidder.

SECTION 5 - GENERAL CONDITIONS

5.1 Purpose: The purpose of the Invitation to Bid is to establish between the City and the Contractor an agreement to perform the project work, consisting of partial interior renovation on the 2nd floor of City Hall. The successful Bidder shall provide a Performance Bond for One Hundred Ten percent (110%) of the contract price made payable to the City of Dania Beach, Florida, within fourteen (14) days of notification of the award of the agreement. A copy of the Performance Bond form is attached as Exhibit “C”; it is made a part of and is incorporated into the ITB by this reference.

5.2 Documentation: Bidder shall submit in its bid the following:

- a. Evidence that the Bidder is certified and licensed to perform the required services in the State of Florida. The successful Bidder must be in compliance with all applicable laws and regulations;
- b. A statement stating the number of years the Contractor has been a qualified provider of the requested services; and
- c. A complete Bidder's Questionnaire form which is attached as Exhibit "E"; it is made a part of and is incorporated into the ITB by this reference.

5.3 Bidder Expenses: Bidders are solely responsible for their own expenses in preparing and submitting Bids, and for any meetings, negotiations or discussions with the City or its representatives and consultants, relating to or arising from this ITB. The City and its representatives, agents, consultants and advisors shall not be liable to any Bidder for any claims, whether for costs, expenses, losses or damages, or loss of anticipated profits, or for any other matter whatsoever, incurred by any Bidder in preparing and submitting a Bid, or participating in negotiations for a contract, or any other activity related to or arising out of this ITB.

5.4 No Contract: By submitting a Bid and participating in the process as outlined in this ITB, Bidders expressly agree that no contract of any kind is formed under or arises from this ITB prior to the complete signing by both parties of a formal written contract.

Conflict of Interest: Bidders shall disclose any potential conflicts of interest and existing business relationships they may have with the City. If requested by the City, a Bidder should provide all pertinent information regarding ownership of the entity within forty-eight (48) hours of the City's request.

5.5 General Conditions: The agreement to be awarded will be subject to the provisions of the United States Constitution, Florida laws, statutes and ordinances of the United States of America, the State of Florida, Broward County and the City of Dania Beach.

SECTION 6 - SPECIAL CONDITIONS

6.1 Any and all Special Conditions contained in the ITB that may be in variance or conflict with the General Conditions shall have precedence over the General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety.

6.2 The Notice of Invitation to Bid, Bidder's Questionnaire, Specifications, Exhibits, Addendum or Addenda, the legal advertisement of the ITB and any other pertinent documents form a part of the ITB, and ultimately, the agreement; all of the documents are made a part of and are incorporated into the ITB and the awarded agreement.

SECTION 7 - PUBLIC ENTITY CRIMES STATEMENT

7.1 A person or affiliate who, or which has been placed on the State of Florida convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to

provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, subcontractor or consultant under an agreement with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 F. S. for CATEGORY TWO, which is \$35,000.00, for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. A form to that effect, as mentioned above, must be submitted by the Bidder. A copy of the Sworn Statement on Public Entities Crimes is attached as Exhibit “F”; a copy is made a part of and is incorporated into the ITB by this reference.

SECTION 8 – PRICES, TERMS ARE TO BE FIRM

8.1 The Bidder warrants by virtue of its Bid that the prices, terms and conditions contained in the ITB shall be firm for a period of no less than one hundred twenty (120) calendar days from the date of the bid opening.

8.2 The bid prices shall include all permit fees, royalties, license fees, taxes and other costs arising from the use of the materials and equipment in any way involved in the Project Work, as well as all costs of packaging, transporting and delivery of any materials and equipment to the designated location within the City, and the site cleanup. If the Project exceeds a cost of \$50,000.00, the agreement is subject to the City's Prevailing Wages' Ordinance, Code of Ordinances; a copy is attached as Exhibit “G” and it is made a part of and is incorporated into the ITB by this reference.

8.3 The City may require the addition or deletion of services from the Contractor if the requirements and needs of the City change, in City’s sole opinion. This may entail additional services and additional locations. The Contractor shall provide the City with costs for these additional services and additional locations or both, based upon the cost structure utilized in establishing the pricing for listed locations in initially contracted areas. Deletion of locations, services, or both shall be handled in the same manner as described above. If the costs offered are not acceptable to the City, the City reserves the right to procure the additional services from one or more other Contractors.

SECTION 9 - BID SECURITY

9.1 Bid Security: Simultaneously with the delivery of an executed Bid to the Owner, the Bidder shall furnish to the Owner a Bid Security in the amount of Ten Thousand Dollars (\$10,000.00) as security for the faithful execution of an Agreement with the Owner in the event of a bid award by the City Commission.

9.2 Bid security may be in the form of a cashier's check payable to the City of Dania Beach and drawn on a Florida bank, or a Bid Bond (see Exhibit “K”) issued by a surety meeting the qualifications stated in these Instructions to Bidders. Bonds shall be submitted on the forms provided by the Owner. Bonds shall be returned subsequent to award of the Agreement by the City Commission and execution by the successful Bidder and the appropriate City officials. If

the Bidder fails to submit the required executed agreement within fourteen (14) calendar days after an award, the Bidder agrees that the City may retain the bid security deposit as the City's liquidated damages.

9.3 Failure of the successful Bidder to execute an Agreement, to furnish Performance and Payment Bonds when required, and to furnish Certificates of Insurance in the minimum amounts specified in the Bid shall be just cause for the rescission of the agreement award and the retention of the Bid Security deposit by the Owner. Such retention shall be considered not as a penalty, but as liquidation of the claims of the Owner for damages it sustained, which are not otherwise readily ascertainable. Award may then be made to the next ranked Bidder, or all Bids may be rejected.

SECTION 10 - PROTECTION OF PROPERTY

10.1 The successful Bidder shall at all times guard against damage or loss to City property or property of other persons, vendors or Contractors and shall be responsible for replacing or repairing any such damage or loss. The Contractor will be required to report any such damages immediately to the City's representative in charge of the Project.

10.2 The City reserves the right to repair any damages created by the Contractor and to deduct the appropriate amount from any payment due to the Contractor. In all cases, the decision of the City is final.

SECTION 11 - TRASH

11.1 Contractor shall be responsible for the daily removal of trash and debris from the Project work sites and upon completion of the Project Work.

SECTION 12 - INSTRUCTIONS TO BIDDERS

12.1 Form Documents: The bid and its accompanying statements must be made on the forms provided in the ITB. The forms must be submitted in good order and with all the blanks completed. The bid must be signed by a representative of the Bidder duly authorized to do so, and, in the case the bid is signed by a deputy or subordinate, the principal's written authority to do so must accompany the bid.

12.2 Taxes: Bidders should not include taxes in prices in the ITB. The City is exempt from any taxes related to the requested services, which may otherwise be imposed by the state or federal government. An exemption certificate will be supplied upon request.

SECTION 13 - RETENTION OF RECORDS AND RIGHT TO ACCESS

The successful Bidder shall preserve and make available all financial records, supporting documents, statistical records, and any other documents pertinent to the agreement for a period of three (3) years after termination or conclusion of the agreement, or if an audit has been initiated and audit findings have not been resolved at the end of these three (3) years, the records shall be

retained by the City until resolution of audit finding.

SECTION 14 - NON-COLLUSION STATEMENT

By submitting a bid, the Bidder affirms that the bid is without previous understanding, agreement, or connection with any person, business, or corporation and that the bid is in all respects fair, and made without collusion or fraud. The Non-Collusion Affidavit form must be executed by the Bidder; a copy of the form is attached as Exhibit “H”; it is made a part of and is incorporated into the ITB by this reference.

SECTION 15 - MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS

The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to provide these items, and feels that the technical specifications are overly restrictive, the Bidder must notify the City of Dania Beach in writing immediately. Such notification must be received by the City prior to the deadline contained in the ITB, for questions of a material nature, at least ten (10) calendar days prior to the bid opening date. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to the Bidder.

SECTION 16 - PUBLIC RECORDS

16.1 Bid Submissions Shall Become City Property: All submissions become the property of the City and will not be returned to the Bidder. The City will hold all submissions in confidence unless otherwise required by law.

16.2 Contractor’s Obligations: Bidders should be aware the City is a “public body” as defined in Florida Statutes, Section 119.011(2) and that it is subject to Florida Statutes, Section 119.0701(2) (a), and the related provisions of the Florida Public Records Law. If awarded this project, the following will apply:

16.2.1 Documents to Be City Property: Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with the contract are and shall remain the property of the City.

16.2.2 Maintenance of Records: Bidder agrees to keep and maintain public records in Bidder’s possession or control in connection with Bidder’s performance under the contract. Bidder additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Bidder shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the contract, and following completion of the contract until the records are transferred to the City.

16.2.3 Response to Public Records Requests: Upon request from the City custodian of public records, Bidder shall provide the City with a copy of the requested records or allow the

records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.

16.2.4 Delivery of Records: Upon completion of the contract or in the event of termination by either party, any and all public records relating to the contract in the possession of the Bidder shall be delivered by the Bidder to the City Manager, at no cost to the City, within seven (7) days. All such records stored electronically by Bidder shall be delivered to the City in a format that is compatible with the City's information technology systems. Once the public records have been delivered upon completion or termination of the contract, the Bidder shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

Any compensation due to Bidder shall be withheld until all records are received as provided in this ITB.

16.2.5 Failure to Comply: Bidder's failure or refusal to comply with the provisions of this section shall result in the immediate termination of the contract by the City.

16.3 Florida Public Records Law: Pursuant to Section 119.0701(2) (a), Florida Statutes:

IF THE BIDDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE BIDDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, THE BIDDER MUST CONTACT THE CITY CUSTODIAN OF PUBLIC RECORDS.

Custodian of Records:

Thomas Schneider, City Clerk

Mailing Address:

100 W. Dania Beach Boulevard
Dania Beach, Florida 33004

Telephone number:

954-924-6800, Ext. 3623

Email:

tschneider@daniabeachfl.gov

SECTION 17 - SUCCESSORS AND ASSIGNS

The City and Contractor, respectively, will bind themselves, their partners, successors, assigns and legal representatives to the agreement. Neither party to the agreement shall assign or subcontract it or any portion of it, without the advance written consent of the other.

SECTION 18 - QUALIFICATION OF BIDDERS

18.1 Bidders' Qualifications: The Bidder shall complete the Bidders' Qualifications Form (Exhibit "A") attached, along with any other evidence of satisfactory experience and ability to perform the proposed Work. The failure of Bidder to demonstrate successful performance of projects of a similar magnitude, scope and value as this project may be deemed to be grounds for declaring the Bidder to be non-responsible.

18.2 Certified Financial Statement: If requested by the Owner, the Bidder shall submit a certified financial statement, prepared within thirty (30) days of submission of the bid, indicating current financial resources, liabilities, capital equipment, and financial history performance.

18.3 Disqualification: A Bidder shall be disqualified and its unopened Bid shall be rejected by the City for any one or more of the following reasons:

- a. Reason to believe that collusion exists among the Bidders.
- b. The Bidder is or has been involved directly or indirectly in litigation or arbitration against the Owner within the past ten (10) years.
- c. The Bidder has defaulted on any previous contract with the Owner within the past ten (10) years or is in arrears on an existing contract.
- d. The submittal of more than one Bid from an individual, firm, partnership, corporation or association under the same or different names. All such parties shall be disqualified.
- e. Untimely bids shall be automatically and absolutely disqualified and returned unopened. Excuses for the untimely submittal shall not be accepted. The time of bid receipt documented by the City Clerk's office shall determine the timeliness of the Bid.

18.4 Non-responsible Bidder: A Bidder may be determined by the Owner to be "non-responsible" once Bids are opened, and a Bid may be rejected for any one or more of (but not limited to) the following reasons:

- a. Determination of a lack of competency as may be revealed by qualification statements, financial statements, experience records or other information disclosed to Owner by other sources.
- b. The Bidder's uncompleted or pending workload on other projects, which in the judgment of the Owner may cause detrimental impact on timely completion of the Work.
- c. The appearance of an unbalanced Bid, as determined by the Owner.
- d. If the Bidder makes one or more false statements or provides false information in connection with any portion of the bidding documents.
- e. If the Bidder fails to demonstrate successful performance and completion of projects of a similar magnitude, scope or value as this project.

18.5 Non-responsive Bidder: A Bidder may be deemed to be non-responsive and a Bid may be rejected for any of, but not limited to, the following reasons:

- a. If the Bidder fails to submit a complete Bid, including but not limited to, submitting evidence of all insurance coverages required by the Bid and the Contract Documents.
- b. If the Bidder fails in any way to abide by any of the provisions of the Contract Documents.

SECTION 19 - CONTRACTOR'S RELATION TO THE CITY

It is expressly agreed upon and understood that the Contractor will be in all respects an independent contractor as to the Project Work, and that the Contractor is in no respect an agent or employee of the City. The agreement will specify the Project Work to be done by the Contractor, but the method to be employed to accomplish the work shall be the responsibility of the Contractor, unless otherwise provided in writing in the agreement. Contractor and its employees are not entitled to any of the benefits that the City provides for City employees.

SECTION 20 - EMPLOYEES OF THE CONTRACTOR

20.1 Contractors shall only designate employees who are sufficiently skilled to provide the required services specified in the ITB. Any person employed to provide the services who fails, refuses or neglects to obey the instructions of the City's representative in anything relating to these services, or who appears to be disorderly, insubordinate, or incompetent shall upon the order of City's representative, be immediately relieved by the Contractor from the Project Work. Any interference with, or any abusive or threatening conduct toward any City representative, its assistants or inspectors by the Contractor, its employees or agents, or any member of the public shall be grounds for the City to terminate the agreement and re-let the work. The Contractor shall furnish all labor, materials, supplies and equipment necessary to properly maintain all Project Work areas in an acceptable and safe condition.

20.2 Contractor agrees that it and its officers shall be held fully responsible, except as otherwise prohibited by law, for all acts of their employees while in their employ.

SECTION 21 - AVAILABILITY OF FUNDS

The obligations of the City under the awarded agreement will be subject to the availability of funds.

SECTION 22 - LICENSES, PERMITS, AND FEES

In accordance with the Public Bid Disclosure Act, Section 218.80, Florida Statutes, each license, permit, or fee a Contractor will have to pay the City before or during the work, items or services to be provided or the percentage method or unit method of all licenses, permits, and fees required by the City and payable to the City by virtue of the work, items, or services as part of the agreement are as follows:

- a. Contractor shall have and maintain during the term of the agreement any and all appropriate City licenses, fees (and business tax receipts, if applicable), which shall be paid in full in accordance with the City's fee structure for such items. **THERE WILL NOT BE ANY PERCENTAGE REDUCTION OR WAIVING OF CITY LICENSES, FEES (OR BUSINESS TAX RECEIPTS, IF APPLICABLE).**
- b. During the performance of the agreement, there may be times when the Contractor will be required to obtain a permit for such work, or in connection with the items or services. It is the responsibility of the Contractor to ensure that it has the appropriate permits as may become necessary during the performance of the work. Any fees related to the required permits in connection with the agreement will be the sole responsibility of the Contractor.
- c. Licenses, permits, and fees may be required by Broward County, the state of Florida or the federal government.
- d. City will reimburse permit fee costs related to dewatering and National Pollutant Discharge Elimination System (NPDES).

SECTION 23 - TERMINATION OF AGREEMENT

If the successful Bidder who or which is awarded the contract fails to provide the services, or shall in any other manner commit a breach of the agreement and fails to remedy the same within five (5) calendar days after receipt of written notice from the City, the City may terminate the agreement resulting from the ITB without any further notice to the Contractor. City representatives will review the construction services periodically to assure that the requirements of the agreement are being met. If any work is unsatisfactory, the Contractor shall be contacted, and the discrepancies corrected at no additional cost to the City. If deficiencies are not corrected within five (5) working days, the City may, at its option, perform the required services or contract to have them performed and deduct the cost of those services from the agreement cost.

SECTION 24 - TERMINATION OF AGREEMENT FOR CAUSE

If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under the agreement, or if the Contractor shall violate any of the provisions of the agreement, the City may upon written notice to the Contractor, terminate the right of the Contractor to proceed under the agreement, or as to such part or parts of the agreement for which there has been a default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such default and termination, any completed services performed by the Contractor under the agreement shall, at the option of the City become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of set-off until such time as the amount of damages due to the City from the Contractor can be determined. The City reserves the right to terminate the agreement upon thirty (30) calendar days' written notice, without cause.

SECTION 25 - INDEMNIFICATION AND HOLD HARMLESS PROVISIONS

25.1 The selected Contractor shall, in addition to any other obligation to indemnify the City and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the City, including its agents, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), or costs arising out of any actual or alleged:

- a. bodily injury, sickness, disease or death, or injury to or destruction of tangible property, including the loss of use resulting therefrom, or any other damage or loss arising out of or resulting or claimed to have resulted in whole or in part from any actual or alleged act or omission of the Contractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in the performance of the work;
- b. any violation of law, statute, ordinance, governmental administrative order, rule, regulation, or infringement of patent rights by Contractor in the performance of the work;
- c. liens, claims, actions made by the Contractor or other party performing the work; and
- d. claims of whatsoever nature related to collection practices or any actions of a contradictory nature pursuant to the Agreement or in an attempt to collect monies due or claimed to be due to the City.

25.2 Indemnification for Construction Contracts. In the event that the performance of services under the Contract is deemed to be a “construction contract” pursuant to §725.06, Florida Statutes, as it may be amended from time to time, the following indemnification shall apply:

To the fullest extent permitted by Chapter 725, Florida Statutes, as it may be amended, the Contractor agrees to indemnify and hold harmless the Owner, its officers, employees, and assigns from liabilities, damages, losses, and costs including, but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentionally wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of the provisions in the Contract Documents.

SECTION 26 - INSURANCE REQUIREMENTS

26.1 Insurance Required Before Commencement of Work: The Contractor shall not commence Work under the Agreement until Contractor has obtained all insurance required under this Section, and not until such time that the coverages are approved by the Risk Manager of the City. The Contractor shall not allow any employee of Contractor or any Subcontractor to commence Work on any subcontract until the Subcontractor and all Coverages required of any Subcontractor have been obtained and approved by the Risk Manager of the City. In addition, Contractor shall be responsible for any and all policy deductibles and self-insured retentions.

26.2 Insurance Requirements: Coverages shall be in force until all Work required to be performed under the terms of the Agreement, including any applicable warranty period, is satisfactorily completed as evidenced by the formal written acceptance by the City. In the event

insurance certificates provided to City indicate that the insurance shall terminate and lapse during the period of the Agreement, including any applicable warranty period, then in that event, the Contractor shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed Certificate of Insurance as proof that equal and like coverages for the balance of the period of the Agreement, including any extension of it, and including any applicable warranty period, is in effect. **THE CONTRACTOR AND ANY SUBCONTRACTOR SHALL NOT PERFORM OR CONTINUE WORK PURSUANT TO THE AGREEMENT, UNLESS ALL COVERAGES REMAIN IN FULL FORCE AND EFFECT. ANY DELAY IN THE WORK CAUSED BY A LAPSE IN COVERAGE SHALL BE NON-EXCUSABLE, SHALL NOT BE GROUNDS FOR A TIME EXTENSION, AND WILL BE SUBJECT TO ANY OTHER APPLICABLE PROVISIONS DESCRIBED IN THE AGREEMENT OR ELSEWHERE IN THE BID DOCUMENTS CONCERNING CONTRACTOR DELAY.**

26.3 Required Minimum Coverages: The below coverages are minimum limit requirements. Umbrella or Excess Liability policies are acceptable to provide the total required liability limits, as long as the Risk Manager of the City reviews and approves in writing the insurance limits on each of the policies. The City must approve any changes to these specifications and has the right to review and amend coverage requirements. The CONTRACTOR shall be held responsible for any modifications, deviations, or omissions in these insurance requirements. CONTRACTOR shall be responsible for any deductible amounts.

26.4 GENERAL LIABILITY INSURANCE is to include bodily injury, broad form property damage, products/completed operations, blanket contractual liability, and personal/advertising injury with limits of no less than One Million Dollars (\$1,000,000.00) per occurrence, and Two Million Dollars (\$2,000,000.00) annual aggregate.

26.5 SPECIAL PROVISIONS AS TO GENERAL LIABILITY INSURANCE (to be confirmed on or attached to the Official Certificate of Insurance):

- a. Annual Aggregate shall apply “Per Job”;
- b. “The City of Dania Beach, Florida” is added as a named “Additional Insured”;

- c. Additional Insured status is included for Products completed operations coverage for a period of no less than five (5) years following the completion of the Work or Project;
- d. Additional insured coverage shall be no more restrictive than Insurance Services Office (ISO) form CG 2037 (07 04);
- e. Contractor's insurance shall be primary and non-contributory;
- f. Waiver of Subrogation in favor of the City;
- g. 30 Days' Notice of Cancellation or modification to City (if not available on the insurance policies, then Contractor has responsibility for notification); and
- h. Copy of Additional Insured Endorsement or other endorsements may be attached to the Certificate.

26.6 WORKERS' COMPENSATION INSURANCE shall be maintained by Contractor and any subcontractors during the life of the Agreement, including any applicable warranty period(s), and it is to apply to all "statutory employees" of Contractor (as that phrase is defined by Chapter 440, Florida Statutes), in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws, for the benefit of the Contractor, its employees, and Subcontractors.

26.7 In the case any work is sublet as otherwise addressed in the Agreement or Bid Documents, the Contractor shall require any Subcontractors similarly to provide Workers' Compensation Insurance for all of the latter's employees, in addition to any coverage afforded by the Contractor, by furnishing Statutory Limits Part A, and no less than One Million Dollars (\$1,000,000.00) Employers' Liability Limits Part B.

26.8 IN NO EVENT SHALL THE CONTRACTOR BE PERMITTED TO UTILIZE IN THE PROSECUTION OF THE WORK, THE FOLLOWING:

- A) ANY EMPLOYEE, SUBCONTRACTOR OR SUBCONTRACTOR EMPLOYEE WHO IS EXEMPTED OR PURPORTED TO BE EXEMPT FROM WORKERS' COMPENSATION INSURANCE COVERAGE; OR**
- B) ANY EMPLOYEE, SUBCONTRACTOR OR SUBCONTRACTOR EMPLOYEES WHO WILL BE COVERED BY AN EMPLOYEE LEASING ARRANGEMENT.**

26.9 SPECIAL PROVISIONS AS TO WORKERS' COMPENSATION INSURANCE (to be confirmed on or attached to the Official Certificate of Insurance) :

- A) 30 Days' Notice of Cancellation or Modification to City (if not available on the insurance policies, then Contractor has responsibility for notification); and
- B) Waiver of Subrogation.

26.10 AUTOMOBILE LIABILITY INSURANCE shall be maintained with combined single limits of no less than One Million Dollars (\$1,000,000.00), to include coverage for owned, hired, and non-owned vehicles.

26.11 SPECIAL PROVISIONS AS TO AUTOMOBILE LIABILITY INSURANCE (to be confirmed on or attached to the Official Certificate of Insurance):

- A) “The City of Dania Beach” is added as a named “Additional Insured”;
- B) 30 Days’ Notice of Cancellation or modification to City (if not available on the insurance policies, then Contractor has responsibility for notification); and
- C) Waiver of Subrogation.

26.12 Proof of Insurance: The following are requirements that must be met regarding the Bidder’s delivery of Certificates of Insurance for all coverages required in the Agreement and Bid Documents:

26.12.1 “Preliminary” certificate means that certificates of insurance verifying all general insurance requirements (as noted below) must be included with ar Bid submittal on the date and time of the Bid opening. If the “preliminary” certificates are not included with a Bid submittal, then the City has the right to consider the submitted Bid as non-responsive on the date and time of the Bid opening. “Preliminary” Certificates may be issued without documentation of all “Special Provisions”. However, Contractor does understand that all provisions, including “Special Provisions” noted below are expected to be fully documented on or attached to the “Official” Certificates of Insurance as described below.

26.12.2 “Official” Certificates of Insurance must be delivered to the City Clerk’s office and Risk Manager of the City. If the “Official” certificates are not delivered before or on the fourteenth (14th) Business Day after the issuance by the City of the “Notice of Apparent Low Bidder”, then the City has the right to consider the awarded Agreement to the successful Bidder as void and to negotiate a contract with the next lowest responsive and responsible Bidder. “Special Provisions”, as referenced below under each type of insurance requirement shall be fully confirmed on or attached to the “Official” certificates.

26.12.3 All Certificates of Insurance must clearly identify the contract to which they pertain, including a brief description of the subject matter of the contract. The certificates shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty (30) days’ prior written notice has been given to City. If this coverage is not provided, then Contractor is responsible for such notice to City. Insurance policies for required coverages shall be issued by companies authorized to do business under the laws of the State of Florida and any such companies’ financial ratings must be no less than A-VII in the latest edition of the “BEST’S KEY RATING GUIDE”, published by A.M. Best Guide. In the event that the insurance carrier’s rating shall drop, the insurance carrier shall immediately notify the City in writing.

SECTION 27 – SAFETY

27.1 The successful Bidder shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Project Work. The successful Bidder shall comply with the rules and regulations of the Florida Department of Commerce regarding industrial safety (Florida Statutes, Section 440.56) and with the standards set forth in the federal Occupational Safety and Health Act of 1970 (OSHA), and its amendments.

27.2 Bidder, by submitting a bid, certifies that all materials and equipment to be supplied for the Project will meet all federal and state requirements, including but not limited to, the Occupational Safety and Health Act (OSHA).

SECTION 28 - WARRANTY

The Contractor shall warrant to the City that materials and equipment furnished under the agreement will be of good quality and new unless otherwise required or permitted by the Contract Documents; that the Work will be free from defects, and that the Work will conform to the terms and conditions of the agreement. Work not conforming to those terms and conditions, including substitutions not properly approved and authorized may be considered defective. The Contractor's warranty may exclude damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient City maintenance, improper operation, or normal wear and tear under normal usage. The Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. All manufacturers' product warranties shall be registered in the City's name and for its sole benefit.

SECTION 29 - RESPONSIBLE BIDDER

No bid will be accepted from, nor will any agreement be awarded to, any person or entity who or which is in arrears to the City of Dania Beach upon any debt or agreement, who or which is in default as surety or otherwise upon any obligation to the City, who is deemed irresponsible or unreliable by the City, or who or which has been found guilty or convicted of a Public Entity crime in any federal or state trial court of record.

SECTION 30 - SCRUTINIZED COMPANIES

Contractor shall certify that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2018), and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City's option if Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2018), as may be amended or revised, or been placed on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2018), as may be amended or revised, or is engaged in a boycott of Israel.

SECTION 31 - VERIFICATION OF EMPLOYMENT ELIGIBILITY

Consultant represents that Consultant and each Subconsultant has registered with and uses the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this Agreement will not violate that statute. If Consultant violates this section, Municipality may immediately terminate this Agreement for cause and Consultant shall be liable for all costs incurred by Municipality due to the termination.

SECTION 32 - CONTRACTOR'S FINANCIAL/EXPERIENCE RECORD

The City shall have the right to investigate the financial condition and experience record of the Bidder, and determine to its satisfaction the competency of the Bidder to undertake the requested services in the ITB.

SECTION 33 - BILLING PROCEDURE

The preferred method for invoices is to send via email to ap@daniabeachfl.gov. A copy may also be mailed to City Hall.

City of Dania Beach Finance Department
Attn: Accounts Payable
100 West Dania Beach Boulevard
Dania Beach, Florida 33004

with a copy to:

City of Dania Beach Public Services Department
Attn: Fernando Rodriguez
1201 Stirling Road
Dania Beach, Florida 33004

The City will pay to the Contractor for the faithful performance of the Contract, in lawful money of the United States, and subject to adjustments as provided in the Contract Documents, the amounts equal to the sum of the unit, lump sum price or both established for each separately identified work item, times the estimated quantity of that item, as indicated in the Schedule of Prices.

As provided in the Bid, the quantities entered in the Schedule of Prices for each item of work is an estimate only and the final Contract amount and the total payment made to the Contractor will be based on the actual number of units of each work item incorporated in the Work of the Contract. It is understood that the unit prices quoted or established for work items will be used for computing the amount to be paid to the Contractor, based on the quantities actually constructed as determined by the applicable measurement and payment portion of the Specifications.

SECTION 34 - BID PROTEST PROCEDURE

34.1 After a Notice of Intent to Award a contract is posted, any actual or prospective Bidder claiming to be aggrieved in connection with the pending award of the Contract or any element of the process leading to the award of the Contract may protest to the City Manager. A protest must be filed by 5:00 PM on the third (3rd) Business Day after posting at City Hall of the Notice of Award (excluding the day that the Notice is posted) or any right to protest is waived. The protest must be in writing, must identify the name and address of the protester, and must include a factual summary of, and the basis for, the protest. Filing shall be considered complete when the

protest and a Bid Protest Bond are timely received by the City Manager's Office.

34.2 A Bid Protest Bond shall accompany the written protest, to compensate City for the expenses of administering the protest. If the protest is decided in the protester's favor, the entire deposit shall be returned to the protester. If the protest is not decided in the protester's favor, the deposit shall be retained by the City. The deposit shall be in the form of a cashier's check, and shall be the one percent (1%) of the amount of the pending award to the initial successful Bidder or five thousand (\$5,000.00) dollars, whichever is less.

34.3 The Protest Committee shall have the authority to review, settle, and resolve all protests. Members of the Protest Committee will be appointed by the City Manager. If the Protest Committee determines that the pending award of a contract or any element of the process leading to the award involved a significant violation of law, applicable rule or regulation, all steps necessary and proper to correct the violation shall be taken. If the Protest Committee determines that the protest has merit, the City Manager shall direct that all appropriate steps are to be taken to remedy it.

34.4 In the event of a timely protest, the City Manager shall stay the award of the Contract unless, after consulting with the City Attorney and a representative from the City's Department for which the services are being obtained, the City Manager determines that the award of the Contract without delay is necessary to protect the substantial interests of the City. The continuation of the bid award process under these circumstances shall not preempt or otherwise affect the protest.

SECTION 35 - LITIGATION

35.1 In addition to any other provision of this ITB, the City may, in its absolute discretion, reject a Bid if the Bidder, or any officer or director of the Bidder submitting the Bid, is or has been engaged directly or indirectly in legal action against the City, its elected or appointed officers, representatives or employees in relation to any matter.

35.2 In determining whether or not to reject a Bid under this section, the City will consider whether the litigation is likely to affect the Bidder's ability to work with the City, its consultants and representatives and whether the City's experience with the Bidder indicates that there is a risk that the City will incur increased staff and legal costs in the administration of the contract if it is awarded to the Bidder.

35.3 A contract with the successful Bidder will include the following:

GOVERNING LAW; CONSENT TO JURISDICTION. The law of the State of Florida shall govern the contract. The contract is not subject to arbitration. **THE PARTIES EXPRESSLY WAIVE ALL RIGHTS TO TRIAL BY JURY FOR ANY DISPUTES ARISING FROM, OR IN ANY WAY CONNECTED WITH THIS AGREEMENT. THE PARTIES UNDERSTAND AND AGREE THAT THIS WAIVER IS A MATERIAL CONTRACT TERM.**

35.4 All claims, counterclaims, disputes and other matters in question between City and the Contractor arising out of, relating to or pertaining to the Contract, the breach of it, the services of it, or the standard of performance required in it, are to be addressed by resort to non-binding mediation as authorized under the laws and rules of Florida; provided, however, that in the event of any dispute between the parties, the parties agree to first negotiate with each other for a resolution of the matter or matters in dispute and, upon failure of such negotiations to resolve the dispute, the parties shall resort to mediation. If mediation is unsuccessful, any such matter may be determined by litigation in a court of competent jurisdiction in Broward County, Florida, or the Federal District Court of the Southern District of Florida and appropriate appellate courts for such venue and jurisdiction. If City or Contractor incurs any expense in enforcing the terms of the Contractor, whether suit is brought or not, each party shall bear its own costs and expenses including, but not limited to, court costs and reasonable attorney fees.

SECTION 36 - CONTRACT AWARD AND EXECUTION

36.1 Bid Opening and Evaluation: The City will publicly open and announce all bids it receives by total amount in accordance with the terms of the advertisement. The City will verify all bidders have properly submitted and executed all required bid documents and forms; review all bids for accuracy; prepare a tabulation of the bids showing the item details and total bid for all responsible bids; check for conformance of all bids to the engineer's estimate; evaluate unbalanced bid items; confirm the bid tabulations; and provide a recommendation for award of bid or recommendation for re-advertisement, if appropriate, to the City Commission.

36.2 Rejection of Bids: The City may reject bids in the following circumstances:

- (a) where the low bid differs from the engineer's estimate by an unreasonable amount (reasonable conformance pursuant to 23 CFR 635.114(c)),
- (b) where obvious unbalancing of unit prices has occurred, or
- (c) where competition is considered to be inadequate relative to the size, type, and location of the project.

36.3 Prohibition of Negotiations with Contractors or Bidders: Negotiations with contractors are not permitted during the advertisement, award, or execution period of the contracting process.

36.4 Contract Award and Execution: The City will enter into a contract with the lowest priced and the most responsive and responsible bidder. If the City is unable to come to terms with the lowest priced and the most responsive and responsible bidder, the City shall initiate the award process with the next lower priced most responsive and responsible bidder, and so on, until a contract is executed.

The City is under no obligation to accept any Bid submitted. The City reserves the right in its sole discretion to waive informalities in, or, at any time in the process and to reject any or all Bids at any time.

All costs incurred in the preparation and presentation of any Bid shall be wholly absorbed by the Bidder. All supporting documentation and manuals submitted with any Bid will become the

property of the City of Dania Beach unless otherwise requested by the Bidder at the time of submission.

SECTION 37– CONE OF SILENCE

37.1 Cone of Silence: Definitions: “Cone of Silence,” as used in this ITB, means a prohibition on any communication regarding a particular Request for Proposal (“RFP”), Request for Qualification (“RFQ”) or Invitation to Bid (“ITB”), between:

a potential vendor, service provider, Bidder, bidder, lobbyist, or consultant, and:

a City Commission member, City’s professional staff including, but not limited to, the City Manager and her staff, or any member of the City’s Selection Committee.

Restriction; Notice: A Cone of Silence shall be imposed upon this ITB upon the advertisement of the ITB. At the time of imposition of the Cone of Silence, the City Manager or designee shall provide for public notice of the Cone of Silence by posting a notice at City Hall. The City Manager shall issue a written notice as to the Cone of Silence to the affected departments, file a copy of such notice with the City Clerk, with a copy to each City Commissioner, and shall include in any public solicitation for goods or services a statement disclosing the requirements of this section.

Termination of Cone of Silence: The Cone of Silence shall terminate at the beginning of the City Commission meeting (whether a regular or special meeting) at which the City Manager makes a written recommendation of award to the City Commission. However, if the City Commission refers the City Manager’s recommendation back to the City Manager or staff for further review, the Cone of Silence shall be re-imposed until such time as the City Manager makes a subsequent written recommendation.

Exceptions to Applicability: The provisions of this section shall not apply to:

- a. Oral communications at pre-bid conferences;
- b. Oral presentations before the Selection Committee;
- c. Public presentations made to the City Commission members during any duly noticed public meeting;
- d. Communications in writing at any time with any City employee, unless specifically prohibited by the ITB. The Bidder shall file a copy of any written communication with the City Clerk. The City Clerk shall make copies available to any person upon request;
- e. Communications regarding the ITB between a potential vendor, service provider, Bidder, lobbyist or consultant and the City’s Procurement and

Contract Services Agent or City employee designated as responsible for administering the procurement process for the ITB, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document;

- f. Communications with the City Attorney and his staff;
- g. Duly noticed site visits to determine the competency of a Bidder regarding the ITB during the time period between the opening of Bids and the time the City Manager makes a written recommendation;
- h. Any emergency procurement of goods or services pursuant to City Code;
- i. Responses to the City's request for clarification or additional information;
- j. Contract negotiations during any duly noticed public meeting;
- k. Communications to enable City staff to seek and obtain industry comment or perform market research, provided all related communications between a potential vendor, service provider, Bidder, lobbyist, or consultant and any member of the City's professional staff including, but not limited to, the City Manager and his staff are in writing or are made at a duly noticed public meeting.

Penalties: Violation of this section by a particular Bidder shall render any ITB award or contract to the Bidder voidable by the City Commission or City Manager. Any person who violates a provision of this section may be prohibited from serving on a City selection or evaluation committee. In addition to any other penalty provided in this ITB, violation of any provision of this section by a City employee may subject the employee to disciplinary action. Please contact the City Attorney for any questions concerning "Cone of Silence" compliance.

SECTION 38 - ADDITIONAL GENERAL CONDITIONS

38.1 Liquidated Damages:

Liquidated Damages will be assessed as stated in the contract for each non-compliant day that any requirements listed in this section are not met.

38.1.1 Staging of Material in Right-Of-Way:

Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment. Staging area shall be fenced and screened from public sight. Contractor shall not store material such as pipes, drainage structures and equipment within a right of way without prior approval by the City. Material shall be properly secured and screened neatly and will not remain on right of way for more than a week. All pipes, structures and equipment must be stored in a designated staging area.

38.1.1 Site Restoration:

38.1.1.1 Contractor shall remove all excess material and shall clean up and restore the

site to its original condition or better. All damage, as a result of work under this Contract, done to existing structures, pavement, driveways, paved areas, curbs and gutters, sidewalks, shrubbery, grass, trees, fences, walls, utility poles, utility pipe lines, conduits, drains, catch basins, flagstones, rocked graveled or stabilized areas or driveways, and including all obstructions not specifically named in this provision, shall be repaired, or replaced, as determined by the Engineer. Site restoration shall be done in a timely manner as the work progresses. Site restoration work shall be completed on private property within 30 days after being disturbed.

38.1.2.2 Contractor shall restore all trenches with a temporary asphalt patch (minimum 1" thick) on all trenches within one (1) week after pipe installation. In no case shall there be more than one thousand (1,000') feet of trench unpaved. Contractor will be responsible for any re-excavation and surface restoration due to failed tests, pressure, density, etc.

38.1.2.3 First lift of asphalt shall be installed within thirty (30) days in all areas that the infrastructure improvements have been cleared by Permitting Agencies.

38.1.2 Access:

Contractor shall provide one lane open to through-traffic for each section of construction in each direction at all times unless a complete road closure is required. The Contractor shall make every effort to provide access to driveways at the end of the working day. If a driveway is not accessible, homeowners should have access to a neighboring swale area for temporary parking. When vehicular access to homes is not possible for parking of vehicles, an area for parking shall be provided within one block of the furthest home affected. This condition is to be avoided whenever possible and not last more than three (3) days. Vehicular access must be provided by the end of each business working day. The parking area location shall be coordinated by the Contractor, with the City's approval." In the event that this option is approved by the City, the Contractor shall notify affected residents at least 48 hours in advance.

39.2 Date of Commencement and Substantial Completion: The Date of Commencement is the date from which the Contract Time is measured, and shall be the date set forth in the NOTICE TO PROCEED as issued by the City. Should the Contractor incur costs prior to the issuance of the NOTICE TO PROCEED, any such costs shall be incurred at the Contractor's risk, and the City shall not reimburse the Contractor for any such costs under any circumstances. Notwithstanding the foregoing, City may reimburse Contractor for actual costs incurred relating to performance and payment bonds and insurance, with submittal of invoices, in the event that City terminates this Contract for convenience, as provided in the General Conditions. If Contractor fails to commence the Work within one (1) week of the date set forth in the NOTICE TO PROCEED, City may terminate the Contract immediately, without providing an opportunity to cure.

The Contractor shall achieve Substantial Completion not later than ninety (90) calendar days and Final Completion of the entire Work not later than one hundred (100) calendar days, each commencing with the date set forth in the NOTICE TO PROCEED as issued by the City, subject to adjustments of this Contract Time as provided in the Contract Documents.

EXHIBIT "A"

BIDDER QUALIFICATIONS

ITB NO. 21-020

The Bidder, as a result of this Bid, MUST hold a county or municipal business tax receipt in its area of its fixed business location. The following information MUST be completed and submitted with the Bid to be considered:

1. Legal Name and Address:

Name: _____

Address: _____

City, State, Zip: _____ Telephone/Fax: _____

2. Specify type of entity Check One: Corporation () Partnership () Individual ()
Other () _____ SPECIFY

3. If Corporation, state:

Date of Incorporation: _____ State in which Incorporated: _____

4. If an out-of-state Corporation or entity, must be currently authorized to do business in Florida by the Office of the Florida Secretary of State:

5. Name and Title of Principal Officers

Date Elected:

6. The length of time in business: _____ years

7. The length of time (continuous) in business in Florida: _____ years

8. Provide a list of at least five commercial or government references that the successful Bidder has supplied service/commodities meeting the requirements of the City of Dania Beach specifications, within the last five (5) years (see attached).

9. A copy of a county or municipal Business Tax Receipt.

10. SIMILAR PROJECTS WITHIN THE LAST FIVE (5) YEARS

Project Title		Project Title	
Address		Address	
Owner		Owner	
Owner's Telephone Number		Owner's Telephone Number	
Contract Value		Contract Value	
Percent Complete	Completion Date	Percent Complete	Completion Date
Project Title		Project Title	
Address		Address	
Owner		Owner	
Owner's Telephone Number		Owner's Telephone Number	
Contract Value		Contract Value	
Percent Complete	Completion Date	Percent Complete	Completion Date

Project Title

Address

Owner

Owner's Telephone Number

Contract Value

Percent Complete Completion Date

Project Title

Address

Owner

Owner's Telephone Number

Contract Value

Percent Complete Completion Date

Project Title

Address

Owner

Owner's Telephone Number

Contract Value

Percent Complete Completion Date

Project Title

Address

Owner

Owner's Telephone Number

Contract Value

Percent Complete Completion Date

Project Title

Project Title

Address

Address

Owner

Owner

Owner's Telephone Number

Owner's Telephone Number

Contract Value

Contract Value

Percent Complete

Completion Date

Percent Complete

Completion Date

11. Have you ever failed to complete any work awarded to you?
Yes No If yes, attach a separate sheet of explanation.
12. Within the last five years, has any officer or partner of your organization ever been an officer or partner of another organization that failed to complete an Agreement?
Yes No If yes, attach a separate sheet of explanation.
13. Within the last five years, have you ever had a performance, payment or bid bond called?
Yes No If yes, attach a separate sheet of explanation.
14. Have you, any officer or partner of your organization, or the organization been involved in any litigation or arbitration against the City?
Yes No If yes, attach a separate sheet of explanation.
15. Within the last five years, have you, any officer or partner of your organization, or the organization or parent company or its subsidiaries been involved in any litigation or arbitration against any other Florida public entity?
Yes No If yes, attach a separate sheet of explanation.
16. Within the last five years, have you, any officer or partner of your organization, or the organization or parent company or its subsidiaries been involved in any litigation or arbitration against any private entity for an amount greater than \$100,000?
Yes No If yes, attach a separate sheet of explanation.

17. Has your organization or any of its partners, officers, or key personnel, or its subsidiaries or parent company been charged or indicted for any criminal activity within the last five years?
Yes No If yes, attach a separate sheet of explanation.

18. Has your organization or any of its partners, officers, or key personnel, or its subsidiaries or parent company been convicted or fined for any criminal activity within the last five years?
Yes No If yes, attach a separate sheet of explanation.

19. Within the last five years, have you, any officer or partner of your organization, or the organization been investigated by any local, state, or federal law enforcement agency, criminal justice agency or inspector general office?
Yes No If yes, attach a separate sheet of explanation.

20. Within the last five years, have you, any officer or partner of your organization, or the organization communicated with any local, state, or federal law enforcement agency, criminal justice agency or inspector general office relating to goods or services provided or performed for any governmental entity?
Yes No If yes, attach a separate sheet of explanation.

21. Within the last five years, have there been any reports or audits relating to you, any officer or partner of your organization, or the organization issued by any local, state, or federal law enforcement agency, criminal justice agency or inspector general office.
Yes No If yes, attach a separate sheet of explanation.

22. Within the last five years, have you, any officer or partner of your organization, or the organization failed to disclose or made misrepresentations to any governmental entity regarding conflicts of interest or potential or apparent conflicts of interest.
Yes No If yes, attach a separate sheet of explanation

Note: Information requested in the ITB and submitted by the Bidders will be analyzed by the City of Dania Beach and will be a factor considered in awarding any resulting contract. The purpose is to insure that the successful Bidders in the sole opinion of the City of Dania Beach can sufficiently and efficiently perform all the required services in a timely and satisfactory manner as will be required by the subject contract. If there are any terms or conditions that are in conflict, the most stringent requirement shall apply.

END OF BIDDER QUALIFICATIONS

EXHIBIT “B”

BID FORM

“City Hall Second Floor Renovation”

Bid Form is posted on City Webpage and DemandStar

EXHIBIT “C”

PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner, or any other party shall be considered plural where applicable.

CONTRACTOR (name and address):

SURETY (name and principal place of business):

OWNER:

City of Dania Beach, Florida
100 West Dania Beach Boulevard
Dania Beach, Florida 33004

CONSTRUCTION CONTRACT

Date:

Amount:

Date:

Amount:

Description
(name and location):

“City Hall Second Floor Renovation.”

City Bid No. 21-020

BOND

Date (not earlier than
Construction Contract
Date):

Amount:

Modifications to this Bond:

None _____ See Page(s) _____

CONTRACTOR AS PRINCIPAL
(Corporate Seal)

SURETY
(Corporate Seal)

Signature

Name

Title

Signature

Name

Title

(Any additional signatures please include at the end of page 5)

FLORIDA RESIDENT AGENT

Address

Telephone:

Facsimile:

1. **DEFINITIONS**

- (A) **Balance of the Contract Price:** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
 - (B) **Construction Contract:** The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes to them.
 - (C) **Contractor Default:** Failure of the Contractor, which failure has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.
 - (D) **Owner Default:** Failure of the Owner, which failure has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms of it.
2. The Contractor and the Surety, jointly and severally bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated into this document by this reference.
3. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences.
4. If there is no Owner Default, the Surety's obligation under this Bond shall arise after:
- (A) The Owner has notified the Contractor and the Surety at its address described in paragraph ten (10) below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen (15) calendar days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, to subsequently declare a Contractor Default; and
 - (B) The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than twenty (20) calendar days after the Contractor and the Surety have received; and

- (C) The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a Contractor selected to perform the Construction Contract in accordance with the terms of the Contract with the Owner.
5. When the Owner has satisfied the conditions of paragraph 4, the Surety shall promptly and at the Surety's expense take one of the following actions:
- (A) Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or
 - (B) Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or
 - (C) Obtain bids or negotiated Bids from qualified Contractors acceptable to the Owner for a Contract for performance and completion of the Construction Contract, arrange for a Contract to be prepared for execution by the Owner and the Contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified Surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in paragraph six (6) in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or
 - (D) Waive its right to perform and complete, arrange for completion, or obtain a new Contractor acceptable to the Owner and with reasonable promptness under the circumstances:
 - 1. After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or
 - 2. Deny liability in whole or in part and notify the Owner citing reasons therefor.
6. If the Surety does not proceed as provided in paragraph four (4) with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen (15) calendar days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds, on in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.
7. After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the

Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

- (A) The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- (B) Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under paragraph 4; and
- (C) Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

Liquidated Damages

Time is of the essence regarding this Invitation to Bid Construction and the work contemplated hereunder and the City may suffer financial loss and inconvenience if the work is not completed to the satisfaction of the City by the time stipulated in the Contract. Therefore, failure to timely complete the work shall result in the awarded Bidder being subject to liquidated damages, but not as penalty, in the amount of \$1,665.00 per calendar day, as set forth in 23 CFR 635.127, for each and every calendar day the work remains incomplete or the items remain undelivered. As compensation due the City for loss of use and for additional costs incurred by the City due to such non-completion of the work, the City shall have the right to deduct the liquidated damages from any amount due, or that may become due to the awarded Bidder under the Contract, or to invoice the awarded Bidder for such damages if the costs incurred exceed the amount due to the awarded Bidder. The awarded Bidder and the City agree that the amount for liquidated damages is not punitive, and is intended to compensate the City for difficult to quantify losses.

- 8. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators or successors.
- 9. The Surety waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
- 10. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two (2) years after

the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

11. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the first page of this document.
12. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with such statutory or legal requirement shall be deemed deleted from this document and provisions conforming to such statutory or other legal requirement shall be deemed incorporated into it. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

CONTRACTOR AS PRINCIPAL
(Corporate Seal)

Signature

Name

Title

SURETY
(Corporate Seal)

Signature

Name

Title

Dated: _____, 20__

END OF PERFORMANCE BOND

EXHIBIT "D"

PAYMENT BOND

Any singular reference to Contractor, Surety, Owner or any other party shall be considered plural where applicable.

CONTRACTOR (name and address):

SURETY (name and principal place of business):

OWNER:

City of Dania Beach, Florida
100 West Dania Beach Boulevard
Dania Beach, Florida 33004

CONSTRUCTION CONTRACT

Project Name: **"City Hall Second Floor Renovation"**

City's Bid No.: **21-020**

Date: _____ Amount: _____

The work shall generally consist of partial interior renovation on the 2nd floor of City Hall.

BOND

Date (not earlier than
Construction Contract

Date): _____

Amount: _____

Modifications to this Bond: None _____

CONTRACTOR AS PRINCIPAL
(Corporate Seal)

See Page(s) _____

SURETY
(Corporate Seal)

Signature

Name

Title

Signature

Name

Title

(Any additional signatures please include at the end of page 5)

FLORIDA RESIDENT AGENT

Address

Telephone

Facsimile

1. **DEFINITIONS**

- (A) **Claimant:** An individual or entity having a direct Contract with the Contractor or with a Subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's Subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.
 - (B) **Construction Contract:** The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes to it.
 - (C) **Owner Default:** Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms of the Contract.
2. The Contractor and the Surety, jointly and severally bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated into this document by this reference.
3. With respect to the Owner, this obligation shall be null and void if the Contractor:
- (A) Promptly makes payment, directly or indirectly, for all sums due Claimants, and
 - (B) Defends, indemnifies and holds harmless the Owner, its elected officials, employees, agents and Consultant from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for the payment for labor, materials or equipment furnished for use in the performance of the Work, pursuant to the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.
4. With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.
5. The Surety shall have no obligation to Claimants under this Bond until:
- (A) Claimants who are employed by or have a direct Contract with the Contractor have given notice to the Surety (at the address described in paragraph 13) and sent a copy of the notice to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
 - (B) Claimants who do not have a direct Contract with the Contractor:
 - 1. Have furnished written notice to the Contractor and sent a copy, or notice of it, to the Owner, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of

- the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
2. Have either received a rejection in whole or in part from the Contractor, or not received within thirty (30) days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and
 3. Not having been paid within the above thirty (30) days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice of it, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.
6. If a notice required by paragraph four (4) is given by the Owner to the Contractor, or to the Surety, that is sufficient compliance.
 7. When the Claimant has satisfied the conditions of paragraph 4, the Surety shall promptly and, at the Surety's expense, take the following actions:
 - (A) Send an answer to the Claimant, with a copy to the Owner, within forty-five (45) days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
 - (B) Pay or arrange for payment of any undisputed amounts.
 8. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
 9. Amounts owed by the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
 10. The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
 11. The Surety waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
 12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work, part of the work is located, or after the expiration of one (1) year from the date: 1) on which the Claimant gave the required notice; or 2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of one (1) or two (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

13. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with the statutory or legal requirement shall be deemed deleted from this Bond and provisions conforming to such statutory or other legal requirement shall be deemed incorporated into this Bond. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
15. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL
(Corporate Seal)

SURETY
(Corporate Seal)

Signature

Signature

Name

Name

Title

Title

Dated: _____, 20__

END OF PAYMENT BOND

EXHIBIT “E”

BIDDER’S QUESTIONNAIRE

The undersigned guarantees the truth and accuracy of all statements and answers contained below:

1. How many years has your organization been in business? _____
2. List below (or on an attached sheet, if necessary) the names, addresses and telephone numbers of organizations, governmental, private or both located in Broward, Miami-Dade or Palm Beach Counties, for which you are now, or have within the past five (5) years, provided services similar to that called for in the Invitation to Bid.

3. List below (or on an attached sheet, if necessary) all pertinent information and data that would indicate the ability of your organization and management personnel to perform satisfactorily.

4. Have you personally completed a plan for performance of the work?

5. Have you ever failed to complete work awarded to you? If so, when, where and why?

6. What equipment do you own that is available for work?

7. Has your company ever been debarred or held in default in Broward, Miami-Dade, or Palm Beach Counties or elsewhere by any other governmental entity? _____

8. How many employees (Contractors only) will be assigned to perform the services?_____
9. How many supervisors will be assigned to perform the services?_____
10. Will personnel be part of a regular crew assigned to perform the services?
Yes_____ No_____
11. Will you be able to provide service for emergency situations? Yes_____ No_____
If so, how much notice is required? _____
12. What equipment do you own that is available to complete the Project?

Please attach copies of any licenses, awards, certificates, etc., that you may have.

**EVERY PIECE OF EQUIPMENT MUST HAVE ORIGINAL FACTORY GUARDS
AND SHIELDS INSTALLED AND FUNCTIONING AT THE TIME OF WORK.**

END OF BIDDER'S QUESTIONNAIRE

EXHIBIT “F”

Sworn Statement Under Section §287.133(3)(a), Florida Statutes on Public Entity Crimes

(This form must be signed in the presence of a Notary Public or other officer authorized to administer oaths.)

1. This sworn statement is submitted with Invitation to Bid No. 21-020.

2. This sworn statement is submitted by: _____
(name of entity submitting sworn statement)

its business address is: _____

Federal Identification Number
(FEIN) is: _____
(if applicable)

Social Security Number: _____
(if the entity has no FEIN, include the Social Security Number
of the individual signing this sworn statement)

3. My name is: _____
(PRINT NAME of individual signing this document)

and my relationship to the entity is: _____
(President, General Partner, etc. as applicable)

4. I understand that a "public entity crime" as defined in Section 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in Section 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere (also known as “No Contest”).

6. I understand that an "affiliate" as defined in Section 287.133(1)(a), Florida Statutes, means:
- (a) A predecessor or successor of a person or a corporation convicted of a public entity crime; or
 - (b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima-facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a "person" as defined in Section 287.133(1)(e), Florida Statutes, means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding agreement and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement which that I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies):

_____ Neither the entity submitting the sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989 and

(Please now indicate which additional statement below applies):

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order)

_____ The person or affiliate was placed on the convicted list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Florida Department of General Services)

SIGNATURE (of person whose name
first appears above)

Date

STATE OF FLORIDA)

COUNTY OF _____)

Sworn to and subscribed before me on _____, 2021, by
_____, as _____ of
_____, a _____ corporation/partnership, on behalf of
the corporation/partnership who (check one) ☐ is personally known to me or ☐ has produced
_____ as identification.

Signature of Notary Public

PRINTED Name of Notary

My commission expires:

EXHIBIT “G”
PREVAILING WAGE ORDINANCE

The following Ordinance is applicable to the Agreement:

CITY OF DANIA BEACH PREVAILING WAGES ORDINANCE,
SECTION 8-141, CITY CODE OF ORDINANCES

Sec. 8-141. Rate of wages, fringe benefits on City construction contracts.

(a) ***Establishment of minimum wages.*** Every construction contract in excess of Fifty Thousand Dollars (\$50,000.00) to which Dania Beach is a party shall include a provision that the rate of wages and fringe benefits, or cash equivalent, for all laborers, mechanics and apprentices and similar jobs (i.e., non-office), listed by the department of labor, employment standards administration, wage and hour division and employed by any Contractor or subcontractor on the work covered by the contract shall not be less than the prevailing rate of wages and fringe benefit payments or cash equivalent for similar skills or classifications of work as established by the general wage determinations issued under the Davis-Bacon and Related Acts, U.S. Department of Labor, Employment Standards Administration, Wage and Hour Division, for Broward County, Florida.

(b) ***Implementation of the department of labor general wage determinations.*** The prevailing wage rate and fringe benefit payments to be used in the implementation of this section shall be those last published by the U.S. Department of Labor as noticed in the federal register and reported in the general wage determinations issued under the Davis-Bacon and Related Acts prior to the date of issuance of specifications by Dania Beach in connection with its invitation for bids.

(c) ***Notice requirement.*** On the date an employee commences work on a construction contract to which this section applies, the Contractor shall be required to post a notice in a prominent place at the work site stating the requirements of this section.

(d) ***Preemption by federal funding.*** When construction contracts involve federal funding or are otherwise subject to the provisions of the Davis-Bacon Act (40 U.S.C. 276(a)), this section shall not apply; and the minimum wages to be paid the various classes of laborers, mechanics and apprentices shall be based upon the wages determined by the secretary of labor in accordance with the Davis-Bacon Act (40 U.S.C. 276(a)).

(e) ***Exceptions.*** The provisions of this section shall not apply to any existing contract or construction project in which a notice for bids or Invitation to Bid has been advertised in the public media prior to the effective date of this section or to any developer agreement whereby Dania Beach is requiring the construction of certain improvements including, but not limited to, road construction, as condition of the issuance of a development permit or to any construction project performed by Dania Beach utilizing its own employees.

(Ord. No. 23-98, § 1, 12-8-98)

EXHIBIT “H”

NON-COLLUSION AFFIDAVIT

The undersigned Bidder has not divulged to, discussed, or compared his/her/its Bid with any other Bidders and has not colluded with any other Bidder or parties to the Bid whatsoever.

Name of City Project: City Hall Second Floor Renovation
City's Invitation to Bid No.: 21-020

Name of Bidder

SIGNATURE of Bidder or Authorized Agent of Bidder

PRINT Name of Bidder or Authorized Agent of Bidder

Title

_____, 2021.

Date

[illegible]

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared ☐ physical presence or ☐ online notarization, on _____ as _____, of _____, an organization authorized to do business in the State of Florida, and acknowledged and executed the foregoing statement as the proper official of _____ for the use and purposes mentioned in it and affixed the official seal of the entity, and that the instrument is the act and deed of that entity. He/she is personally known to me or has produced _____ as identification.

Signature of Notary Public

PRINTED Name of Notary

My commission expires:

EXHIBIT “I”
INDEPENDENCE AFFIDAVIT

The undersigned individual, being duly sworn, deposes and says that:

I am _____ of _____, the Bidder that has submitted the attached Bid;

I hereby certify to the best of my knowledge that neither I nor any of those persons residing in my household have or have had during the past five years, any relationships (professional, financial, familial or otherwise) with the City (or any of its districts), its elected or appointed officials, its employees or agents, or any member or alternate member of the Selection Committee.

A “relationship” for the purpose of this affidavit shall include but not be limited to employer/employee, consultant, contractor, subcontractor, associate, officer, partnership, joint venture, ownership greater than one percent, landlord/tenant, or creditor/debtor, gift donor/recipient (in excess of \$100.00), past or on-going personal relationships, or joint involvement with charitable/voluntary activities. **Relationship includes having a prior or current contract with the City.**

Except as set forth below, I hereby certify to the best of my knowledge that neither I nor any of those persons residing in my household have received any promise of compensation, remuneration, gift, discount, or other gratuity in exchange for my Bid.

I understand and agree that I shall give the City written notice of any other relationships (as defined above) that I enter into with the City (or any of its districts), its elected or appointed officials, its employees or agents, or any member or alternate member of the Selection Committee during the period of the Agreement.

I set forth below any exceptions to the aforementioned (if none, write “None”):

Signature (Blue ink only)

Print Name

EXHIBIT I – (CONTINUED)

Title

Date

STATE OF FLORIDA

COUNTY OF _____

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared ☐ physical presence or ☐ online notarization, on _____ as _____, of _____, an organization authorized to do business in the State of Florida, and acknowledged and executed the foregoing statement as the proper official of _____ for the use and purposes mentioned in it and affixed the official seal of the entity, and that the instrument is the act and deed of that entity. He/she is personally known to me or has produced _____ as identification.

Notary Public

PRINT Name of Notary Public

My commission expires:

EXHIBIT “J”

REFERENCES

Bidder shall provide a minimum of three references.

Name of company: _____

Address: _____

Telephone number: _____

Email address: _____

Principal contact person(s): _____

Year contract initiated and terminated: _____

Name of company: _____

Address: _____

Telephone number: _____

Email address: _____

Principal contact person(s): _____

Year contract initiated and terminated: _____

Name of company: _____

Address: _____

Telephone number: _____

Email address: _____

Principal contact person(s): _____

Year contract initiated and terminated: _____

EXHIBIT "K"

BID BOND

BIDDER

Name

Address

FLORIDA RESIDENT AGENT

Name

Address

Phone Fax

SURETY

Name

Address

OWNER

City of Dania Beach, Florida
100 West Dania Beach Boulevard
Dania Beach, Florida 33004
Telephone: (954) 924-6800
Facsimile: (954) 921-2604

PROJECT: City Hall Second Floor Renovation
ITB No. 21-020

_____ Bid Due Date	_____ Bond Number	_____ Bond Date	\$_____ Penal Sum
------------------------------	-----------------------------	---------------------------	-----------------------------

IN WITNESS OF THE FOREGOING, Surety and Bidder, intending to be legally bound, subject to the terms included in this section, do each cause this Bid Bond to be duly executed on its behalf by its respective, authorized officer, agent, or representative.

IDENTITY OF BIDDER

Corporate Name and Seal
(or other Full Legal Name)

Signature

Printed Name and Title

Attest

Attest

IDENTITY OF SURETY
(Attach Power of Attorney)

Corporate Name and Seal
(or other Full Legal Name)

Signature

Printed Name and Title

Attest

Attest

The above addresses shall be used for giving of required notices. Any singular reference to Bidder, Surety, Florida Resident Agent, Owner or other party shall be considered a plural where applicable.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to City upon default of Bidder, the penal sum set forth on the face of this Bond. In no event shall Bidder's and Surety's obligation exceed the penal sum set forth on the face of this Bond.
2. Default of Bidder shall occur upon the failure of the Bidder to deliver within the time required by the Bid and Contract Documents (or any extension of time agreed to in writing by City) a fully executed Agreement, Insurance Agent Statement, all certificates of insurance, and any Performance and Payment Bonds.
3. This obligation shall be null and void if:
 - 31 City accepts Bidder's bid and Bidder delivers within the time required by the bidding and contract documents (or any extension of time agreed to in writing by City) the executed Agreement, the Insurance Agent Statement, and the Performance and Payment Bonds, or
 - 32 All bids are rejected by City, or
 - 33 City fails to issue a Notice of Award to Bidder within the time specified in the ITB documents (or any extension of time agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph five (5) below).
4. Payment under the Bid Security Bond will be due and payable upon default by Bidder and within thirty (30) calendar days after receipt by Bidder, and Surety of written notice of default from City's City Clerk, which notice will be given with reasonable promptness, identifying the Bid; Security Bond and the Project, including a statement of the amount due.
5. Surety waives notice of any and all defenses based on, or arising out of, any time extension to issue a Notice of Award agreed to in writing by City and Bidder, provided that the total time for issuing the Notice of Award, including extensions shall not in the aggregate exceed One Hundred Twenty (120) days from the ITB due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to thirty (30) calendar days after the notice of default required in paragraph four (4) above is received by Bid and Surety, and in no case later than one (1) year after bid due date.
7. Any suit or action under this Bond shall be commenced only in a Florida court of competent jurisdiction. Any award granted shall not be subject to prejudgment interest.
8. Notices required under this Bid Bond shall be in writing and sent to Bid and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney

evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included in it as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of such statute shall govern and the remainder of this Bond that is not in conflict shall continue in full force and effect.

EXHIBIT “L”

BID SECURITY

ATTACH BID BOND HERE

EXHIBIT “M”

ACKNOWLEDGMENT OF ADDENDA

The Bidder acknowledges the receipt of the following addenda issued by the City and incorporated into and made part of the ITB or the Agreement. In the event the Bidder fails to include any such addenda in the table below, submission of this form shall constitute acknowledgment of receipt of all addenda, whether or not received by the Bidder.

ADDENDUM NUMBER	DATE RECEIVED	PRINT NAME	TITLE	SIGNATURE (BLUE INK ONLY)

EXHIBIT “N”

CERTIFICATION TO ACCURACY OF BID

The Bidder, by executing this form, certifies and attests that all forms, affidavits and documents related to the document that it has enclosed in the Bid in support of its Bid are true and accurate. Failure by the Bidder to attest to the truth and accuracy of such forms, affidavits and documents shall result in the Bid being deemed non-responsive and such Bid will not be considered.

By submitting a Bid to do the work, the Bidder certifies that a careful review of the ITB and the Agreement has taken place and that the Bidder is fully informed and understands the requirements of the ITB and the expected Agreement and the quality and quantity of services to be performed.

The undersigned individual, being duly sworn, deposes and says that:

- A. He/She is _____ of _____, the Bidder that has submitted the attached Bid;
- B. He/She is fully informed respecting the preparation and contents of the attached Bid and of all forms, affidavits and documents submitted in support of such Bid;
- C. All forms, affidavits and documents submitted in support of this Bid and included in this Bid are true and accurate;
- D. No information that should have been included in such forms, affidavits and documents has been omitted; and
- E. No information that is included in such forms, affidavits or documents is false or misleading.

EXHIBIT “N”

**CERTIFICATION TO ACCURACY OF BID
(continued)**

Signature (Blue ink only)

Print Name

Title

Date

STATE OF FLORIDA
COUNTY OF _____

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared ☐ physical presence or ☐ online notarization, on _____ as _____, of _____, an organization authorized to do business in the State of Florida, and acknowledged and executed the foregoing statement as the proper official of _____ for the use and purposes mentioned in it and affixed the official seal of the entity, and that the instrument is the act and deed of that entity. He/she is personally known to me or has produced _____ as identification.

Notary Public

PRINT Name of Notary Public

My commission expires:

EXHIBIT “O”

ACKNOWLEDGMENT OF CONFORMANCE
WITH
FLORIDA TRENCH SAFETY ACT

To the City of Dania Beach, Florida:

_____, Contractor, acknowledges and agrees that as Contractor for the City of Dania Beach, Florida, which may or will be working within the limits of the City of Dania Beach, Florida, it has the sole responsibility for compliance with all requirements of the Florida Trench Safety Act, Section 553.60 *et seq.* Florida Statutes, and it agrees to indemnify and hold harmless the City of Dania Beach, Florida, its officials, employees, and its agents against any and all legal liability or loss which the City of Dania Beach, Florida may incur due to the Contractor's failure to comply with such Act. **The cost of compliance with all such requirements has been included in the Bid.**

CONTRACTOR:

Witness

Name of Contractor

PRINT Name

Signature

Witness

PRINT Name, Title

PRINT Name

_____, 2021
Date

(CORPORATE SEAL)

EXHIBIT “P”

DRUG-FREE WORKPLACE CERTIFICATION FORM

Whenever two (2) or more bids/Bids, which are equal with respect to price, quality, and service, are received by the CITY OF DANIA BEACH for the procurement of commodities or contractual services, a bid/Bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of controlled substances is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in number (1).
4. In the statement specified in number (1), notify the employees that as a condition for working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction on or plea of guilty or no contest to any violation of Chapter 893, Florida Statutes or of any controlled substance law of the United States or any singular state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

This Certification is submitted by _____ the
(PRINT Name of Authorized Agent)
_____ of _____
(Title) (Bidder Name)

who does certify that said Company has implemented a drug-free workplace program, which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

SIGNATURE

DATE

EXHIBIT "A"

BIDDER QUALIFICATIONS

ITB NO. 21-020

The Bidder, as a result of this Bid, MUST hold a county or municipal business tax receipt in its area of its fixed business location. The following information MUST be completed and submitted with the Bid to be considered:

1. Legal Name and Address:

Name: S3S Construction, Inc.

Address: 7320 Griffin Road

City, State, Zip: Davie, FL 33314 Telephone/Fax: 954-801-7363 / 954-859-5663

2. Specify type of entity Check One: Corporation (☒) Partnership () Individual ()
Other () _____ SPECIFY

3. If Corporation, state:

Date of Incorporation: 05/24/2017 State in which Incorporated: Florida

4. If an out-of-state Corporation or entity, must be currently authorized to do business in Florida by the Office of the Florida Secretary of State:

5. Name and Title of Principal Officers

Date Elected:

Kevin Maragh 05/24/2017

Reena Maragh 05/24/2017

6. The length of time in business: 5 years

7. The length of time (continuous) in business in Florida: 15 years

8. Provide a list of at least five commercial or government references that the successful Bidder has supplied service/commodities meeting the requirements of the City of Dania Beach specifications, within the last five (5) years (see attached).

9. A copy of a county or municipal Business Tax Receipt.

10. SIMILAR PROJECTS WITHIN THE LAST FIVE (5) YEARS

Remodeling of The General Council's Office

Project Title

600 SE 3rd Ave, Ft.Lauderdale,

Address

Broward County Public Schools

Owner

954-955-8190

Owner's Telephone Number

\$190,000

Contract Value

100% June 2021

Percent Complete Completion Date

Stranahan High School Window Replacement

Project Title

1800 SW 5th Place, Ft. Lauderdale

Address

Broward County Public Schools

Owner

954-980-1736

Owner's Telephone Number

\$50,000

Contract Value

100% July 2021

Percent Complete Completion Date

Veterans Memorial Fitness Trail Renovation

Project Title

Big Cypress Indian Reservation

Address

Seminole Tribe of Florida

Owner

954-558-5897

Owner's Telephone Number

\$240,000

Contract Value

100% November 2020

Percent Complete Completion Date

Magic Leap Interior Remodeling

Project Title

7500 W Sunrise Blvd. Plantation FL 33322

Address

Magic Leap, Inc.

Owner

954-279-0294

Owner's Telephone Number

\$357,000

Contract Value

75% November 2021

Percent Complete Completion Date

Project Title		Project Title	
Address		Address	
Owner		Owner	
Owner's Telephone Number		Owner's Telephone Number	
Contract Value		Contract Value	
Percent Complete	Completion Date	Percent Complete	Completion Date

11. Have you ever failed to complete any work awarded to you?
Yes ☐ No ☒ If yes, attach a separate sheet of explanation.
12. Within the last five years, has any officer or partner of your organization ever been an officer or partner of another organization that failed to complete an Agreement?
Yes ☐ No ☒ If yes, attach a separate sheet of explanation.
13. Within the last five years, have you ever had a performance, payment or bid bond called?
Yes ☐ No ☒ If yes, attach a separate sheet of explanation.
14. Have you, any officer or partner of your organization, or the organization been involved in any litigation or arbitration against the City?
Yes ☐ No ☒ If yes, attach a separate sheet of explanation.
15. Within the last five years, have you, any officer or partner of your organization, or the organization or parent company or its subsidiaries been involved in any litigation or arbitration against any other Florida public entity?
Yes ☐ No ☒ If yes, attach a separate sheet of explanation.
16. Within the last five years, have you, any officer or partner of your organization, or the organization or parent company or its subsidiaries been involved in any litigation or arbitration against any private entity for an amount greater than \$100,000?
Yes ☐ No ☒ If yes, attach a separate sheet of explanation.

17. Has your organization or any of its partners, officers, or key personnel, or its subsidiaries or parent company been charged or indicted for any criminal activity within the last five years?

Yes

☒ No

If yes, attach a separate sheet of explanation.

18. Has your organization or any of its partners, officers, or key personnel, or its subsidiaries or parent company been convicted or fined for any criminal activity within the last five years?

Yes

☒ No

If yes, attach a separate sheet of explanation.

19. Within the last five years, have you, any officer or partner of your organization, or the organization been investigated by any local, state, or federal law enforcement agency, criminal justice agency or inspector general office?

Yes

☒ No

If yes, attach a separate sheet of explanation.

20. Within the last five years, have you, any officer or partner of your organization, or the organization communicated with any local, state, or federal law enforcement agency, criminal justice agency or inspector general office relating to goods or services provided or performed for any governmental entity?

Yes

☒ No

If yes, attach a separate sheet of explanation.

21. Within the last five years, have there been any reports or audits relating to you, any officer or partner of your organization, or the organization issued by any local, state, or federal law enforcement agency, criminal justice agency or inspector general office.

Yes

☒ No

If yes, attach a separate sheet of explanation.

22. Within the last five years, have you, any officer or partner of your organization, or the organization failed to disclose or made misrepresentations to any governmental entity regarding conflicts of interest or potential or apparent conflicts of interest.

Yes

☒ No

If yes, attach a separate sheet of explanation

Note: Information requested in the ITB and submitted by the Bidders will be analyzed by the City of Dania Beach and will be a factor considered in awarding any resulting contract. The purpose is to insure that the successful Bidders in the sole opinion of the City of Dania Beach can sufficiently and efficiently perform all the required services in a timely and satisfactory manner as will be required by the subject contract. If there are any terms or conditions that are in conflict, the most stringent requirement shall apply.

END OF BIDDER QUALIFICATIONS

EXHIBIT "B"

BID FORM

"City Hall Second Floor Renovation"

Bid Form is posted on City Webpage and DemandStar

SEE Attachment

EXHIBIT "E"

BIDDER'S QUESTIONNAIRE

The undersigned guarantees the truth and accuracy of all statements and answers contained below:

1. How many years has your organization been in business? 5
2. List below (or on an attached sheet, if necessary) the names, addresses and telephone numbers of organizations, governmental, private or both located in Broward, Miami-Dade or Palm Beach Counties, for which you are now, or have within the past five (5) years, provided services similar to that called for in the Invitation to Bid.
Broward County Public Schools, 7720 W. Oakland Park Blvd., Suite 323, Sunrise, FL 33351 954-955-8190
Seminole Tribe of Florida, 6300 Stirling Road, Hollywood, FL 954-558-5897
Magic Leap, Inc., 7500 W Sunrise Blvd, Plantation, FL 33322 954-279-0294
R.L. Schreiber, 2745 W. Cypress Creek Road, Suite B, Fort Lauderdale, FL 33309 954647-6642
3. List below (or on an attached sheet, if necessary) all pertinent information and data that would indicate the ability of your organization and management personnel to perform satisfactorily.
The owner of S3S Construction has over of 20 years experience in the building design and construction industry.
His passion for construction energizes the entire team to perform at the highest level on every project.
Such passion and energy are showcased at the end of each project.
4. Have you personally completed a plan for performance of the work?
Yes. A detailed construction schedule will be shared once the project is awarded.
5. Have you ever failed to complete work awarded to you? If so, when, where and why?
No.
6. What equipment do you own that is available for work?
Demolition power tools and equipment, Schaffolding and Platforms, and Vehicle.
7. Has your company ever been debarred or held in default in Broward, Miami-Dade, or Palm Beach Counties or elsewhere by any other governmental entity? No

8. How many employees (Contractors only) will be assigned to perform the services? 6
9. How many supervisors will be assigned to perform the services? 2
10. Will personnel be part of a regular crew assigned to perform the services?
Yes ☒ No ☐
11. Will you be able to provide service for emergency situations? Yes ☒ No ☐
If so, how much notice is required? 48 hours
12. What equipment do you own that is available to complete the Project?
S3S owns most of the tools and equipment needed for the job. However, all other equipment
will be rented as needed.
Demolition power tools and equipment, Schaffolding and Platforms, and Vehicle.

Please attach copies of any licenses, awards, certificates, etc., that you may have.

**EVERY PIECE OF EQUIPMENT MUST HAVE ORIGINAL FACTORY GUARDS
AND SHIELDS INSTALLED AND FUNCTIONING AT THE TIME OF WORK.**

END OF BIDDER'S QUESTIONNAIRE

EXHIBIT "F"

Sworn Statement Under Section §287.133(3)(a), Florida Statutes on Public Entity Crimes

(This form must be signed in the presence of a Notary Public or other officer authorized to administer oaths.)

1. This sworn statement is submitted with Invitation to Bid No. 21-020.
2. This sworn statement is submitted by: S3S Construction, Inc.
(name of entity submitting sworn statement)
its business address is: 7320 Griffin Road, Ste 222.
Davie, FL 33314
Federal Identification Number
(FEIN) is: 82-1705666
(if applicable)
Social Security Number: (if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement)
3. My name is: Kevin Maragh
(PRINT NAME of individual signing this document)
and my relationship to the entity is: President
(President, General Partner, etc. as applicable)
4. I understand that a "public entity crime" as defined in Section 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in Section 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere (also known as "No Contest").

6. I understand that an "affiliate" as defined in Section 287.133(1)(a), Florida Statutes, means:

- (a) A predecessor or successor of a person or a corporation convicted of a public entity crime; or
- (b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima-facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Section 287.133(1)(e), Florida Statutes, means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding agreement and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement which that I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies):

☒ Neither the entity submitting the sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989 and

(Please now indicate which additional statement below applies):

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order)

_____ The person or affiliate was placed on the convicted list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Florida Department of General Services)

Kevin Maragh

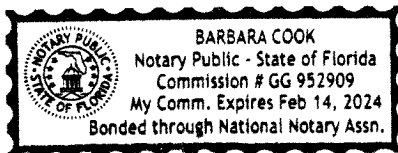
SIGNATURE (of person whose name
first appears above)

10/15/2021

Date

STATE OF FLORIDA)
COUNTY OF Broward)

Sworn to and subscribed before me on October 15, 2021, by
Kevin Maragh as President of
S3S Construction Inc. a Florida corporation/partnership, on behalf of
the corporation/partnership who (check one) ☐ is personally known to me or ☒ has produced
FL Drivers License as identification.



Barbara Cook

Signature of Notary Public

PRINTED Name of Notary

My commission expires:

EXHIBIT "G"
PREVAILING WAGE ORDINANCE

The following Ordinance is applicable to the Agreement:

CITY OF DANIA BEACH PREVAILING WAGES ORDINANCE,
SECTION 8-141, CITY CODE OF ORDINANCES

Sec. 8-141. Rate of wages, fringe benefits on City construction contracts.

- (a) ***Establishment of minimum wages.*** Every construction contract in excess of Fifty Thousand Dollars (\$50,000.00) to which Dania Beach is a party shall include a provision that the rate of wages and fringe benefits, or cash equivalent, for all laborers, mechanics and apprentices and similar jobs (i.e., non-office), listed by the department of labor, employment standards administration, wage and hour division and employed by any Contractor or subcontractor on the work covered by the contract shall not be less than the prevailing rate of wages and fringe benefit payments or cash equivalent for similar skills or classifications of work as established by the general wage determinations issued under the Davis-Bacon and Related Acts, U.S. Department of Labor, Employment Standards Administration, Wage and Hour Division, for Broward County, Florida.
- (b) ***Implementation of the department of labor general wage determinations.*** The prevailing wage rate and fringe benefit payments to be used in the implementation of this section shall be those last published by the U.S. Department of Labor as noticed in the federal register and reported in the general wage determinations issued under the Davis-Bacon and Related Acts prior to the date of issuance of specifications by Dania Beach in connection with its invitation for bids.
- (c) ***Notice requirement.*** On the date an employee commences work on a construction contract to which this section applies, the Contractor shall be required to post a notice in a prominent place at the work site stating the requirements of this section.
- (d) ***Preemption by federal funding.*** When construction contracts involve federal funding or are otherwise subject to the provisions of the Davis-Bacon Act (40 U.S.C. 276(a)), this section shall not apply; and the minimum wages to be paid the various classes of laborers, mechanics and apprentices shall be based upon the wages determined by the secretary of labor in accordance with the Davis-Bacon Act (40 U.S.C. 276(a)).
- (e) ***Exceptions.*** The provisions of this section shall not apply to any existing contract or construction project in which a notice for bids or Invitation to Bid has been advertised in the public media prior to the effective date of this section or to any developer agreement whereby Dania Beach is requiring the construction of certain improvements including, but not limited to, road construction, as condition of the issuance of a development permit or to any construction project performed by Dania Beach utilizing its own employees.
- (Ord. No. 23-98, § 1, 12-8-98)

EXHIBIT "I"
INDEPENDENCE AFFIDAVIT

The undersigned individual, being duly sworn, deposes and says that:

I am the president of S3S Construction, Inc., the Bidder that has submitted the attached Bid;

I hereby certify to the best of my knowledge that neither I nor any of those persons residing in my household have or have had during the past five years, any relationships (professional, financial, familial or otherwise) with the City (or any of its districts), its elected or appointed officials, its employees or agents, or any member or alternate member of the Selection Committee.

A "relationship" for the purpose of this affidavit shall include but not be limited to employer/employee, consultant, contractor, subcontractor, associate, officer, partnership, joint venture, ownership greater than one percent, landlord/tenant, or creditor/debtor, gift donor/recipient (in excess of \$100.00), past or on-going personal relationships, or joint involvement with charitable/voluntary activities. **Relationship includes having a prior or current contract with the City.**

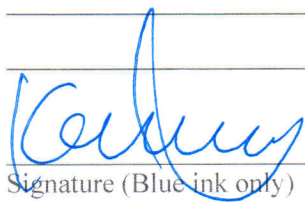
Except as set forth below, I hereby certify to the best of my knowledge that neither I nor any of those persons residing in my household have received any promise of compensation, remuneration, gift, discount, or other gratuity in exchange for my Bid.

I understand and agree that I shall give the City written notice of any other relationships (as defined above) that I enter into with the City (or any of its districts), its elected or appointed officials, its employees or agents, or any member or alternate member of the Selection Committee during the period of the Agreement.

I set forth below any exceptions to the aforementioned (if none, write "None"):

None

Type text here



Signature (Blue ink only)

Kevin Maragh

Print Name

EXHIBIT I – (CONTINUED)

President

Title

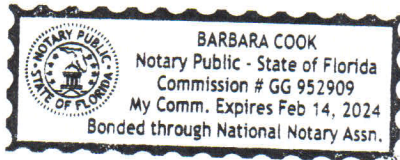
10/15/2021

Date

STATE OF FLORIDA

COUNTY OF BROWARD

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared ☒ physical presence or ☐ online notarization, on October 15, 2021 as President of S3S Constructive an organization authorized to do business in the State of Florida, and acknowledged and executed the foregoing statement as the proper official of FLORIDA for the use and purposes mentioned in it and affixed the official seal of the entity, and that the instrument is the act and deed of that entity. He/she is personally known to me or has produced FL Drivers License as identification.



Kevin Maragh
Barbara Cook
Notary Public

PRINT Name of Notary Public

My commission expires:

EXHIBIT "J"

REFERENCES

Bidder shall provide a minimum of three references.

Name of company: Magic Leap, Inc.

Address: 7500 W Sunrise Blvd. Plantation FL 33322

Telephone number: 954-279-0294

Email address: jehall@magicleap.com

Principal contact person(s): Jeff Hall

Year contract initiated and terminated: 2020 - Present

Name of company: The School Board of Broward County

Address: 7720 W. Oakland Park Blvd, Suite 323, Sunrise, FL 33351

Telephone number: 954-955-8190

Email address: joseph.spence@browardschools.com

Principal contact person(s): Joseph Spence

Year contract initiated and terminated: 2020 - Present

Name of company: Seminole Tribe of Florida

Address: 6300 Stirling Road, Hollywood FL 33024

Telephone number: 954-558-5897

Email address: michaeljuriga@semtribe.com

Principal contact person(s): Michael Juriga

Year contract initiated and terminated: 2017 - Present

EXHIBIT "M"

ACKNOWLEDGMENT OF ADDENDA

The Bidder acknowledges the receipt of the following addenda issued by the City and incorporated into and made part of the ITB or the Agreement. In the event the Bidder fails to include any such addenda in the table below, submission of this form shall constitute acknowledgment of receipt of all addenda, whether or not received by the Bidder.

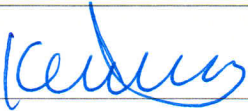
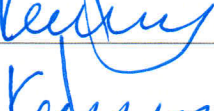
ADDENDUM NUMBER	DATE RECEIVED	PRINT NAME	TITLE	SIGNATURE (BLUE INK ONLY)
1	9/24/21	Kevin Maragh	President	
2	10/1/21	Kevin Maragh	President	
3	10/6/21	Kevin Maragh	President	
4	10/11/21	Kevin Maragh	President	
5	10/13/21	Kevin Maragh	President	

EXHIBIT "N"

CERTIFICATION TO ACCURACY OF BID

The Bidder, by executing this form, certifies and attests that all forms, affidavits and documents related to the document that it has enclosed in the Bid in support of its Bid are true and accurate. Failure by the Bidder to attest to the truth and accuracy of such forms, affidavits and documents shall result in the Bid being deemed non-responsive and such Bid will not be considered.

By submitting a Bid to do the work, the Bidder certifies that a careful review of the ITB and the Agreement has taken place and that the Bidder is fully informed and understands the requirements of the ITB and the expected Agreement and the quality and quantity of services to be performed.

The undersigned individual, being duly sworn, deposes and says that:

- A. He/She is the president of S3S Construction, Inc., the Bidder that has submitted the attached Bid;
- B. He/She is fully informed respecting the preparation and contents of the attached Bid and of all forms, affidavits and documents submitted in support of such Bid;
- C. All forms, affidavits and documents submitted in support of this Bid and included in this Bid are true and accurate;
- D. No information that should have been included in such forms, affidavits and documents has been omitted; and
- E. No information that is included in such forms, affidavits or documents is false or misleading.

EXHIBIT "N"

CERTIFICATION TO ACCURACY OF BID
(continued)

Kevin Maragh
Signature (Blue ink only)

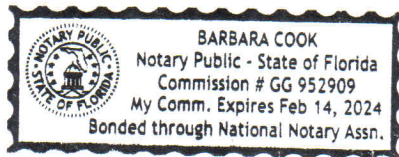
Kevin Maragh
Print Name

President
Title

10/15/21
Date

STATE OF FLORIDA
COUNTY OF BROWARD

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Kevin Maragh ☒ physical presence or ☐ online notarization, on October 15, 2021 as President of S3S Construction Inc an organization authorized to do business in the State of Florida, and acknowledged and executed the foregoing statement as the proper official of FLORIDA for the use and purposes mentioned in it and affixed the official seal of the entity, and that the instrument is the act and deed of that entity. He/she is personally known to me or has produced FL Drivers License as identification.



My commission expires:

Barbara Cook
Notary Public

PRINT Name of Notary Public

EXHIBIT "P"

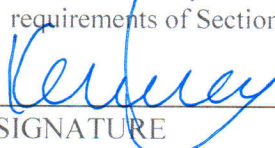
DRUG-FREE WORKPLACE CERTIFICATION FORM

Whenever two (2) or more bids/Bids, which are equal with respect to price, quality, and service, are received by the CITY OF DANIA BEACH for the procurement of commodities or contractual services, a bid/Bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of controlled substances is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in number(1).
4. In the statement specified in number (1), notify the employees that as a condition for working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction on or plea of guilty or no contest to any violation of Chapter 893, Florida Statutes or of any controlled substance law of the United States or any singular state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

This Certification is submitted by Kevin Maragh the
(PRINT Name of Authorized Agent)
President of S3S Construction, Inc.
(Title) (Bidder Name)

who does certify that said Company has implemented a drug-free workplace program, which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.


SIGNATURE

10/15/21
DATE

EXHIBIT "O"

ACKNOWLEDGMENT OF CONFORMANCE
WITH
FLORIDA TRENCH SAFETY ACT

To the City of Dania Beach, Florida:

S3S Construction, Inc., Contractor, acknowledges and agrees that as Contractor for the City of Dania Beach, Florida, which may or will be working within the limits of the City of Dania Beach, Florida, it has the sole responsibility for compliance with all requirements of the Florida Trench Safety Act, Section 553.60 *et seq.* Florida Statutes, and it agrees to indemnify and hold harmless the City of Dania Beach, Florida, its officials, employees, and its agents against any and all legal liability or loss which the City of Dania Beach, Florida may incur due to the Contractor's failure to comply with such Act. **The cost of compliance with all such requirements has been included in the Bid.**

CONTRACTOR:

S3S Construction, Inc.

Name of Contractor

Signature

Kevin Maragh, President

PRINT Name, Title

October 15, 2021
Date

Witness

PRINT Name

Witness

PRINT Name

(CORPORATE SEAL)

EXHIBIT "K"

BID BOND

BIDDER

S3S Construction, Inc.
Name
7320 Griffin Road, Suite 222 Davie, FL 33314
Address

SURETY

Old Republic Surety Company
Name
445 S. Moorland Rd Ste 200 Brookfield, WI 53005
Address

FLORIDA RESIDENT AGENT

Robin Goldstein c/o Unique Surety and Insurance Services LLC City of Dania Beach, Florida

Name
3801 PGA Blvd, Suite 600 Palm Beach Gardens 33410
Address

561-429-3600 x 1002
Phone Fax

100 West Dania Beach Boulevard
Dania Beach, Florida 33004
Telephone: (954) 924-6800
Facsimile: (954) 921-2604

OWNER

PROJECT: City Hall Second Floor Renovation
ITB No. 21-020

October 15, 2021
Bid Due Date

Not Required for Bid
Bond Number

October 8, 2021
Bond Date

\$ 10,000.00
Penal Sum

IN WITNESS OF THE FOREGOING, Surety and Bidder, intending to be legally bound, subject to the terms included in this section, do each cause this Bid Bond to be duly executed on its behalf by its respective, authorized officer, agent, or representative.

IDENTITY OF BIDDER

S3S Construction, Inc.
Corporate Name and Seal
(or other Full Legal Name)

Kevin Maragh
Signature
Kevin Maragh, President
Printed Name and Title

Garrett Bullock
Attest
Attest

IDENTITY OF SURETY **(Attach Power of Attorney)**

Old Republic Surety Company
Corporate Name and Seal
(or other Full Legal Name)

Robin Goldstein
Signature
Robin Goldstein, Attorney In Fact
Printed Name and Title

Deborah Patrocy
Attest
Attest

The above addresses shall be used for giving of required notices. Any singular reference to Bidder, Surety, Florida Resident Agent, Owner or other party shall be considered a plural where applicable.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to City upon default of Bidder, the penal sum set forth on the face of this Bond. In no event shall Bidder's and Surety's obligation exceed the penal sum set forth on the face of this Bond.
2. Default of Bidder shall occur upon the failure of the Bidder to deliver within the time required by the Bid and Contract Documents (or any extension of time agreed to in writing by City) a fully executed Agreement, Insurance Agent Statement, all certificates of insurance, and any Performance and Payment Bonds.
3. This obligation shall be null and void if:
 - 3.1 City accepts Bidder's bid and Bidder delivers within the time required by the bidding and contract documents (or any extension of time agreed to in writing by City) the executed Agreement, the Insurance Agent Statement, and the Performance and Payment Bonds, or
 - 3.2 All bids are rejected by City, or
 - 3.3 City fails to issue a Notice of Award to Bidder within the time specified in the ITB documents (or any extension of time agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph five (5) below).
4. Payment under the Bid Security Bond will be due and payable upon default by Bidder and within thirty (30) calendar days after receipt by Bidder, and Surety of written notice of default from City's City Clerk, which notice will be given with reasonable promptness, identifying the Bid, Security Bond and the Project, including a statement of the amount due.
5. Surety waives notice of any and all defenses based on, or arising out of, any time extension to issue a Notice of Award agreed to in writing by City and Bidder, provided that the total time for issuing the Notice of Award, including extensions shall not in the aggregate exceed One Hundred Twenty (120) days from the ITB due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to thirty (30) calendar days after the notice of default required in paragraph four (4) above is received by Bid and Surety, and in no case later than one (1) year after bid due date.
7. Any suit or action under this Bond shall be commenced only in a Florida court of competent jurisdiction. Any award granted shall not be subject to prejudgment interest.
8. Notices required under this Bid Bond shall be in writing and sent to Bid and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney

evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included in it as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of such statute shall govern and the remainder of this Bond that is not in conflict shall continue in full force and effect.



OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint: **ROBIN GOLDSTEIN, ROBERT GOLDSTEIN** of TEQUESTA, FL

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, **(other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds)**, as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 20th day of May, 2021.

Karen J. Haffner
Assistant Secretary



OLD REPUBLIC SURETY COMPANY

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 20th day of May, 2021, personally came before me, Alan Pavlic and Karen J. Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2022

(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

92-0031



Signed and sealed at the City of Brookfield, WI this 8th day of October, 2021

Karen J. Haffner
Assistant Secretary

ORSC 22262 (3-06)

UNIQUE SURETY & INS SERVICES



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/14/2021

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 have ADDITIONAL INSURED provisions or 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 Acentria Insurance- Coral Springs 3775 NW 124 Avenue Coral Springs FL 33065	CONTACT NAME: Certificate Department PHONE (A/C, No, Ext): 954-731-5566 E-MAIL ADDRESS: wfr.certificates@acentria.com FAX (A/C, No): 954-731-8438
INSURED S3S Construction, Inc. 7320 Griffin Road Ste 222 Davie FL 33314	INSURER(S) AFFORDING COVERAGE INSURER A : American Builders Insurance Company INSURER B : American Builders Insurance Company INSURER C : INSURER D : INSURER E : INSURER F : NAIC # 11240 11240

COVERAGES

CERTIFICATE NUMBER: 1830082605

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:			GLP-0293544-02	10/16/2021	10/16/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			UMB-0309709-01	10/16/2021	10/16/2022	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
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 / A			WCV-0272926-02	11/2/2020	11/2/2021	☒ 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**CANCELLATION**

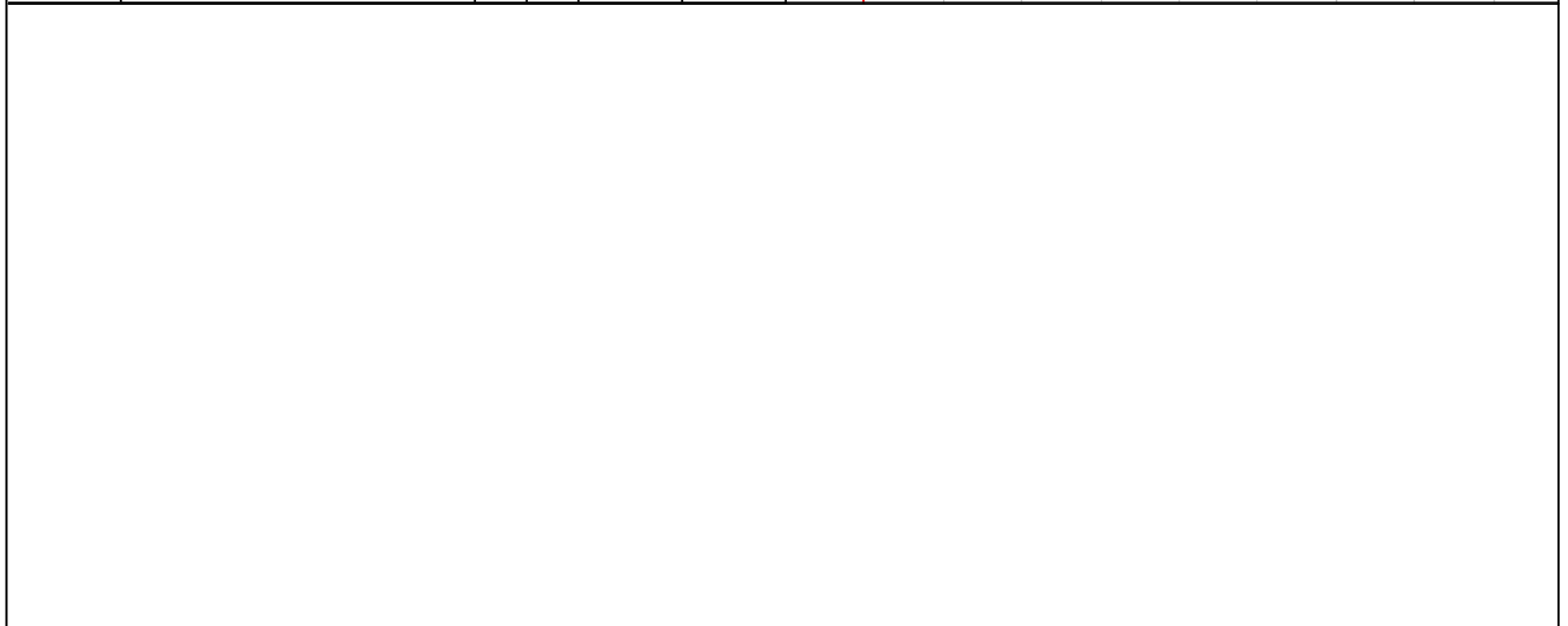
The City of Dania Beach
100 W. Dania Beach Boulevard
Dania Beach FL 33004

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

© 1988-2015 ACORD CORPORATION. All rights reserved.

Act ID	Description	Orig Dur	Rem Dur	Early Start	Early Finish	2021							2022						
						01	06	13	20	27	03	10	17	24	31				
1000	Notice to Proceed	10	10	06DEC21	17DEC21														
1010	Procurement & Sub Agreement	5	5	20DEC21	24DEC21														
1020	Mobilization & Demolition	5	5	27DEC21	31DEC21														
1070	Material Order & Fabrication	25	25	27DEC21	28JAN22														
1030	Framing	5	5	03JAN22	07JAN22														
1040	MEPF Rough	20	20	10JAN22	04FEB22														
1060	Structural	10	10	31JAN22	11FEB22														
1050	Finishes	15	15	14FEB22	04MAR22														
1090	MEPF Trim Out	5	5	07MAR22	11MAR22														
1080	Substantial Completion	0	0		11MAR22														
1120	Closeout	10	10	14MAR22	25MAR22														



City of Dania Beach
ITB 21-00X: Dania Beach City Hall 2nd Floor Renovations

S3S Construction, Inc.

Item No.	Description of Work	Quantity	Unit	Unit Price	Total
1	Mobilization/Demobilization/Insurance/Bond	1	LS	\$ 73,000.00	\$ 73,000.00
2	Demolition	1	LS	\$ 20,000.00	\$ 20,000.00
3	Architectectural work & Finishes	1	LS	\$ 145,000.00	\$ 145,000.00
4	Structural work & exterior stair	1	LS	\$ 111,000.00	\$ 111,000.00
5	Electrical /IT/Security/FA	1	LS	\$ 75,000.00	\$ 75,000.00
6	Plumbing	1	LS	\$ 19,000.00	\$ 19,000.00
7	Mechanical	1	LS	\$ 75,000.00	\$ 75,000.00
8	Permitting & Testing Fees	1	LA	\$ 15,000.00	\$ 15,000.00
9	Allowance for Owner's Use (Contingency)	1	LA	\$ 15,000.00	\$ 15,000.00
				TOTAL COST	\$ 548,000.00

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 PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT WITH SAM'S LANDSCAPE MAINTENANCE, INC. FOR CITYWIDE LANDSCAPING SERVICES RELATED TO REQUEST FOR PROPOSALS NO. 21-017 ENTITLED, "CITYWIDE LANDSCAPING SERVICES" IN AN ANNUAL AMOUNT OF SEVEN HUNDRED NINETEEN THOUSAND FIVE HUNDRED DOLLARS (\$719,500.00), AN AMOUNT THAT WILL EXCEED THE CITY'S ANNUAL VENDOR THRESHOLD TOTAL AMOUNT OF TWENTY FIVE THOUSAND DOLLARS (\$25,000.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

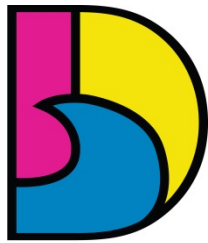
Purchasing Requests ONLY

Dept:	Acct #:	Amt:
Fund:		

Fiscal Impact/Cost Summary

Exhibits Attached

C-MEMO-AWARD-CWIDELANDSCAPE-SVCS-10-12-21 (1).docx11092021, R-2021-Sam's Landscape Maintenance, Inc. Bid Award and Agreement for Citywide Landscaping Services (RFP 21-017), Sam's Landscape Maintenance, Inc. Agreement for Citywide Landscaping Services (RFP 21-017)



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

CITY OF DANIA BEACH PUBLIC SERVICES DEPARTMENT

MEMORANDUM

DATE: November 9, 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 EXECUTE A CONTRACT FOR RFP No. 21-017 "CITYWIDE LANDSCAPE SERVICES" WITH SAM'S LANDSCAPING, INC.

Request

The Public Services Department (PSD) requests the adoption of a resolution authorizing executing "Citywide Landscaping Services" contract to Sam's Landscaping, Inc for the providing citywide landscape maintenance and services.

Background

The City requires landscape maintenance services across many locations, including its buildings, roadway medians, and numerous swales abutting railroad tracks. The current contract expires in November. In July 2021 the City issued a Request for Proposals (RFP) 21-017. On August 24, 2021, three landscaping firms responded to the RFP.

A bid committee was formed consisting of the Director of Public Services, the Landscape Division Manager, and the PSD Deputy Director. The Committee met on September 7, 2021, to review and evaluate the proposals. The resulting ranking for the highest three qualified firms is as follows:

- | | |
|------------------------------------|------------|
| 1) Sam's Landscaping, Inc. | 278 points |
| 2) Juniper Landscaping | 251 points |
| 3) Landscape Service Professionals | 248 points |

The Committee ranked the firms and determined the lowest responsible and responsive bidder is Sam's Landscaping, Inc. in the amount of Seven Hundred Nineteen Thousand Five Hundred Dollars (\$719,500).

Budgetary Impact

The total annual cost of the winning bidder's proposal is \$719,500 and the funding is budgeted in the fiscal year 2021-22 budget. Funding in the amount of \$658,644 was approved in the Fiscal Year 2021-2022 budget. Additional funding is required in the amount of Sixty Thousand Eight Hundred and Fifty-Six Dollars (\$60,856.00) is needed to cover the remaining cost of the contract. Funding will be appropriated from the Streets Repair and Maintenance Services to Street Account No. 001-39-06-541-46-60.

Recommendation

It is recommended that the City Commission adopt a resolution executing a contract with Sam's Landscaping, Inc. in an amount not to exceed \$719,500.

RESOLUTION NO. 2021-175

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT WITH SAM'S LANDSCAPE MAINTENANCE, INC. FOR CITYWIDE LANDSCAPING SERVICES RELATED TO REQUEST FOR PROPOSALS NO. 21-017 ENTITLED, "CITYWIDE LANDSCAPING SERVICES" IN AN ANNUAL AMOUNT OF SEVEN HUNDRED NINETEEN THOUSAND FIVE HUNDRED DOLLARS (\$719,500.00), AN AMOUNT THAT WILL EXCEED THE CITY'S ANNUAL VENDOR THRESHOLD TOTAL AMOUNT OF TWENTY FIVE THOUSAND DOLLARS (\$25,000.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Dania Beach has significant landscape maintenance requirements throughout its nearly nine square miles, including numerous medians, swales, and building grounds; and

WHEREAS, the City issued Request for Proposals ("RFP") No. 21-017 on July 27, 2021, to contract with a qualified contractor to provide Citywide landscape maintenance services; and

WHEREAS, a mandatory pre-proposal meeting was held on August 3, 2021; and

WHEREAS, three (3) landscape maintenance firms responded to the RFP on August 24, 2021; and

WHEREAS, a Bid Review Committee (Committee) consisting of the Director of Public Services, the Deputy Public Services Director and the Landscape Division Manager met on September 7, 2021, to review and evaluate the three submittals; and

WHEREAS, the Committee ranked the following three (3) landscape firms based on their pricing and qualifications:

- | | |
|--------------------------------------|-----------------|
| 1) Sam's Landscape Maintenance, Inc. | 278 points |
| 2) Juniper Landscaping | 251 points |
| 3) Landscape Service Professionals | 248 points; and |

WHEREAS, the Committee determined the lowest responsible and responsive bidder is Sam's Landscape Maintenance, Inc. in an annual amount of Seven Hundred Nineteen Thousand Five Hundred Dollars (\$719,500.00); 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;

**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 expenditures under the agreement with Sam’s Landscape Maintenance, Inc. are authorized to exceed the annual vendor threshold amount of Twenty-Five Thousand Dollars (\$25,000.00) for each year the contract is in effect and funding is available in the 2021-2022 fiscal budget.

Section 3. That funding in the amount of \$658,644 was approved in the Fiscal Year 2021-2022 budget. Additional funding is required in the amount of Sixty Thousand Eight Hundred Fifty-Six Dollars (\$60,856.00) to cover the remaining cost of the contract. Funding will be appropriated from the Streets Repair and Maintenance Services to Street Account No. 001-39-06-541-46-60.

Section 4. That the proper City officials are authorized to execute an agreement with Sam’s Landscape Maintenance, Inc. for Citywide landscape services, which Agreement is attached as Exhibit “A” and incorporated into this Resolution by this reference.

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

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

PASSED AND ADOPTED on November 9, 2021.

ATTEST:

THOMAS SCHNEIDER, 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 SAM'S LANDSCAPE MAINTENANCE, INC., A FLORIDA
CORPORATION FOR SERVICES RELATED TO CITYWIDE
LANDSCAPING SERVICES AS DESCRIBED WITHIN THE CITY OF
DANIA BEACH REQUEST FOR PROPOSALS ("RFP") NO. 21-017.**

This is an Agreement ("Agreement") dated _____, 2021, between the City of Dania Beach, Florida, a Florida municipal corporation ("City"), with its principal place of business located at 100 West Dania Beach Boulevard, Dania Beach, Florida 33004 and Sam's Landscape Maintenance, Inc. ("Contractor"), a Florida corporation with its principal mailing address of 14030 SW 20 Street, Davie, Florida 33325.

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. This Agreement between the Contractor and the City under the City of Dania Beach Request for Proposals ("RFP") No. 21-017 is effective for a term of three (3) years with the City's sole option to renew for an additional 3-year term and is effective only upon execution by all parties. A copy of RFP No. 21-017 and all addendums to it is attached as Exhibit "A" and made a part of and incorporated into this Agreement by this reference and shall be considered as part of this Agreement.
2. The Response to RFP No. 21-0197 provided by the Contractor is attached as Exhibit "B" and is incorporated into this Agreement by this reference.
3. That in all other respects, the terms of Exhibit "A" apply to this Agreement.

IN WITNESS OF THE FOREGOING, the parties have set their hand and seal the day and year first written above.

ATTEST:

**CITY OF DANIA BEACH, FLORIDA,
a Florida municipal corporation**

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS

THOMAS J. ANSBRO
CITY ATTORNEY

ANA M. GARCIA, ICMA-CM
CITY MANAGER

WITNESSES:

Signature

PRINT Name

Signature

PRINT Name

CONTRACTOR:
SAM'S LANDSCAPE MAINTENANCE,
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 Sam's Landscape Maintenance, Inc., a Florida corporation. He/she is personally known to me or has produced _____ as identification.

My Commission Expires:

Notary Public, State of Florida

Print Name

AGREEMENT BETWEEN THE CITY OF DANIA BEACH, FLORIDA AND SAM'S LANDSCAPE MAINTENANCE, INC., A FLORIDA CORPORATION FOR SERVICES RELATED TO CITYWIDE LANDSCAPING SERVICES AS DESCRIBED WITHIN THE CITY OF DANIA BEACH REQUEST FOR PROPOSALS ("RFP") NO. 21-017.

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2. The Response to RFP No. 21-0197 provided by the Contractor is attached as Exhibit "B" and is incorporated into this Agreement by this reference.
3. That in all other respects, the terms of Exhibit "A" apply to this Agreement.

IN WITNESS OF THE FOREGOING, the parties have set their hand and seal the day and year first written above.

ATTEST:

**CITY OF DANIA BEACH, FLORIDA,
a Florida municipal corporation**

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS

THOMAS J. ANSBRO
CITY ATTORNEY

ANA M. GARCIA, ICMA-CM
CITY MANAGER

WITNESSES:

Signature

PRINT Name

Signature

PRINT Name

CONTRACTOR:

SAM'S LANDSCAPE MAINTENANCE, 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 Sam's Landscape Maintenance, Inc., a Florida corporation. He/she is personally known to me or has produced _____ as identification.

My Commission Expires:

Notary Public, State of Florida

Print Name :

CITY OF DANIA BEACH, FLORIDA



REQUEST FOR PROPOSALS FOR CITYWIDE LANDSCAPING SERVICES

**REQUEST FOR PROPOSALS (“RFP”)
RFP NO. 21-017**

Prepared by:

**City of Dania Beach, Florida
100 West Dania Beach Boulevard
Dania Beach, Florida 33004**

July 27, 2021

CITY OF DANIA BEACH, FLORIDA
REQUEST FOR PROPOSAL FOR
“CITYWIDE LANDSCAPING SERVICES”
City Request for Proposal (“RFP”) No. 21-017

NOTICE TO PROPOSERS

NOTICE IS GIVEN that the City of Dania Beach, Florida (the “City”) will be accepting sealed Proposals from qualified and licensed firms for its **“Citywide Landscaping Services”, RFP 21-017**.

Documents may be obtained from www.demandstar.com, or from the City Website at www.daniabeachfl.gov. For additional information concerning this proposal, please contact the Procurement Department at procurement@daniabeachfl.gov.

Electronic proposals must be received no later than 10:00 a.m. on Tuesday, August 24, 2021. Proposals will be publicly opened at 1:00 pm. on that same day utilizing RingCentral meeting software. Proposals must be submitted at www.demandstar.com.

The City of Dania Beach reserves the right to reject any and all proposals, with or without cause, to waive any informality in a proposal, to terminate the process or re-advertise and solicit new or additional proposals, and to make awards in the best interest of the City.

MANDATORY PRE-PROPOSAL MEETING

A MANDATORY Pre-Proposal meeting will be held on Tuesday, August 3, 2021 at 9:00 A.M. using RingCentral meeting software. All Proposers and interested persons are required to attend the meeting, which will outline the Project as described in the Proposal, and provide an opportunity for questions and answers for all interested persons. Any interpretations, clarifications or additional information not disclosed in this Proposal and determined to be necessary by the Owner in response to questions, will be issued by means of addendum or addenda, which addendum or addenda will be posted to the City website, www.daniabeachfl.gov, and www.demandstar.com, for all interested persons identified by the Owner as having received the Proposal Documents. The Proposer is required to check these sites to see if there has been any addendum or addenda posted for this Proposal. Only questions answered and information supplied by means of such addendum or addenda will be considered as binding. Oral interpretations, clarifications or other information will have no legal and binding effect. Proposals from those who have failed to attend will not be opened. Proposers arriving past the indicated time will not be eligible to submit a Proposal. Interested proposers may join this meeting by using this link:
<https://meetings.ringcentral.com/j/1480784064>

PROPOSAL SUBMISSION

Proposals must be submitted electronically via DemandStar, the City's designated electronic bidding system. All bid document files must be clearly labeled **"Citywide Landscaping Services"**, RFP 21-017".

Pursuant to Florida law, all Proposals to this RFP are exempt public records until thirty (30) days after opening, or award of Proposal, whichever is sooner. In the event presentations are necessary, all responders will be required to exit the room during the presentations of the other responders as portions of selection committee meetings at which presentations are made are exempt from Florida's public meeting laws.

Proposals will be publicly opened and read aloud at 1:00 P. M., on the Proposal due date referenced above using RingCentral meeting software, in the presence of the City Clerk or designee on the above stated date and may be joined by utilizing this link: <https://meetings.ringcentral.com/j/1483301678> Award of Contracts for the Proposals will be made at a subsequent City Commission meeting.

All Proposers are advised that the City has not authorized the use of the City seal by individuals or entities responding to City Proposals.

The City Commission of the City of Dania Beach reserves the right to reject any and all Proposals, to waive any informality in a Proposal and to make an award in the best interests of the City.

Published on: July 27, 2021

1. INSTRUCTION TO PROPOSERS

The following instructions are given for the purpose of guiding Proposers in properly preparing their Proposals. These directions have equal force and weight with the specifications and strict compliance is required with all of these provisions.

1.1 Qualifications of Proposers: No Proposal will be accepted from, nor will any contract be awarded to, any person who is in arrears to the City of Dania Beach, upon any debt or contract, or who has defaulted, as surety or otherwise, upon any obligation to the City, or who is deemed irresponsible or unreliable by the City Commission of Dania Beach. The Proposer must possess at least three (3) years demonstrated experience in proving services sought. The Proposer must have sufficient qualified staff to complete the work in the time required. Minority, women-owned, and labor surplus area businesses and firms are encouraged to submit Proposals.

1.2 Personal Investigation: Proposers shall satisfy themselves by personal investigation and by such other means as they may think necessary or desirable, as to the conditions affecting the proposed work and the cost. No information derived from maps, plans, specifications, or from the City staff or their assistants shall relieve the Contractor from any risk or from fulfilling all terms of the contract. Before submitting a Proposal, each Proposer must visit the site (if applicable to the project) to become familiar with the facilities and equipment that may in any manner affect cost or performance of the work; must consider federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost or performance of the work, must carefully compare the Proposer's observations made during site visits or in review of applicable laws with the Proposal Documents; and must promptly notify the Project Contact person of all conflicts, errors and discrepancies, if any, in the Proposal Documents.

The Proposer, by and through the submission of a Proposal, agrees that Proposer shall be held responsible for having examined the facilities and equipment (if applicable); is familiar with the nature and extent of the work and any local conditions that may affect the work, and is familiar with the equipment, materials, parts and labor required to successfully perform the work.

1.3 Inconsistencies: Any seeming inconsistency between different provisions of specifications, Proposal or contract, or any point requiring explanation must be inquired into by the Proposer, in writing, at least ten (10) days prior to the time set for opening Proposals. After Proposals are opened, the Proposers shall abide by the decision of the City Manager or designee as to such interpretation.

1.4 Omission of Details, Variances and Exceptions. The apparent silence of the requirements as to any detail, or the apparent omission of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail, and that only material and workmanship of the finest quality is to be used. All interpretations of the specifications shall be made on the basis of this statement. Omission of any essential details from these specifications will not relieve the Proposer of supplying such services or product(s) as specified.

For the purpose of evaluation, the Proposer must indicate any variance or exceptions to the stated requirements, no matter how slight. Deviations should be explained in detail. Absence

of variations, corrections or both will be interpreted to mean that the Proposer meets all the requirements in every respect.

- 1.5 Costs and compensation shall be shown in both unit prices and extensions whenever applicable, and expressed in U.S. Dollars. In the event of discrepancies existing between unit prices and extensions or totals, the unit prices shall govern. All costs and compensation shall remain firm and fixed for acceptance for 90 calendar days after the day of the Proposal opening. The Proposal price shall include all franchise fees, royalties, license fees, etc., as well as all costs for transportation or delivery as applicable within the scope of the solicitation.
- 1.6 **Performance Bond and Insurance.** Upon award of a contract, the Successful Proposer, as required within the scope of the solicitation, may be required to submit performance bonds, payment bonds or both. Proposer shall provide certificates of insurance in the manner, form and amount(s) specified.
- 1.7 **Addenda and Interpretations:** No interpretations of the meaning of the plans, specifications or other contract documents will be made orally to any Proposer. Prospective Proposers must request from the City Clerk or City designee such interpretation in writing. To be considered, such request must be received at least ten (10) days prior to the date fixed for the opening of responses. Any and all interpretations and any supplemental instructions will be in the form of a written addenda which, if issued, will be sent by certified mail with return receipt requested, to all prospective Proposers (at the address furnished for such purpose) not later than three (3) days prior to the date fixed for the opening of Proposals. Failure of any Proposer to receive any such addenda or interpretation shall not relieve any Proposer from any obligation under the Proposal as submitted. All addenda so issued shall become a part of the contract document. Contractor shall verify that it has all addenda before submitting a Proposal.
- 1.8 **Non Collusion Affidavit:** Each Proposer shall complete the Non-Collusive Affidavit form and shall submit the form with their Proposal. City considers the failure of the Proposer to submit this document may be cause for rejection of the Proposal.
- 1.9 **Public Entity Crimes:** Each Proposal shall complete the Public Entity Crimes form. In accordance with Florida Statutes §287.133 (2)(a): A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a Proposal on a contract to provide any goods or services to a public entity, may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit Proposals on leases of real property to 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 Florida Statutes §287.017 for Category Two, for a period of 36 months from the date of being placed on the convicted vendor list.
- 1.10 **Conflict of Interest:** The award of any contract under this RFP is subject to the provisions of Chapter 112, Florida Statutes. Proposers must disclose with their Proposal the name of any officer, director, partner, proprietor, associate or agent who is also an officer or employee of City or any of its agencies. Further, all Proposals must disclose the name of any officer or employee of City who owns, directly or indirectly, an interest of five percent (5%) or more in the Proposer's firm or any of its branches or affiliate companies.

1.11 **Legal Conditions:** Proposers are expected to familiarize themselves with the provisions of the laws of the United States and State of Florida, and with the provisions in the Charter and the ordinances of the City of Dania Beach.

1.12 **Forms and Proposals:** Proposals will be received until August 24, 2021 at 10:00 a.m. EST, either by email or submission to DemandStar. Each Proposal and its accompanying statements must be made on the blanks provided. The forms must be submitted in good order and with all the blanks filled in.

1.13 All Proposals must be submitted electronically on DemandStar. The Proposal must be signed by one duly authorized to do so, and in case signed by a deputy or subordinate, the Proposer's principal's properly written authority to such deputy or subordinate must accompany the Proposal. No Proposal will be accepted, for any reason whatsoever, which is not submitted as stated above, within the specified time. Any uncertainty regarding the time a Proposal is received will be resolved against the Proposer.

1.14 **Proposal Bond:** A certified check, cashier's check, or bank officer's check, or RFP bond for the sum of TEN THOUSAND DOLLARS (\$10,000.00), made payable to the City of Dania Beach, Florida, or Proposal bid bond in such amount, shall accompany each Proposal as evidence of the good faith and responsibility of the Proposer. The check or bond shall be retained by the City as liquidated damages should the Proposer refuse to or fail to enter into a Contract for the execution of the work embraced in this Proposal, in the event the Proposal of the Proposer is accepted. Retention of such amount shall not be construed as a penalty or forfeiture.

The above bond or check shall be a guarantee that the Proposer will, if necessary, promptly execute a satisfactory Contract and furnish good and sufficient bonds. As soon as a satisfactory Contract has been executed and the bonds furnished and accepted, the check or bond accompanying the Proposal of the successful Proposer will be returned to it. The certified or other checks or bid bonds of the unsuccessful Proposers will be returned to it upon the acceptance of the Proposal of the successful Proposer. If the successful Proposer shall not enter into, execute, and deliver such a Contract and furnish the required bonds within ten (10) days after receiving notice to do so, the certified or other check or bid bond shall immediately become the property of the City of Dania Beach as liquidated damages. Retention of such amount shall not be construed as a penalty or forfeiture.

1.15 **Filling in Proposals:** All prices must be written in the Proposal and also stated in words, and all Proposals must fully cover all items for which Proposals are asked and no other. Proposers are required to state the names and places of residence of all persons interested, and if no other person is interested, the Proposer shall distinctly state such fact and shall state that the Proposal is, in all respects, fair and without collusion or fraud. Where more than one person is interested, it is required that all persons interested or their legal representative disclose such fact in writing to the City.

1.16 **Proposals Firm for Acceptance:** Proposer warrants, by virtue of proposing, that the Proposal and the prices quoted in the Proposal will be firm for acceptance by the City for a period of ninety (90) days from the date of Proposal opening.

1.17 **Withdrawals:** Any Proposer may, without prejudice, withdraw a Proposal at any time prior to

the expiration of the time during which Proposals may be submitted. Such request for withdrawal must be in writing and signed in the same manner and by the same person who signed the Proposal. After expiration of the period for receiving Proposals, no Proposal can be withdrawn, modified, or explained. Should Proposer withdraw its Proposal after expiration of the period for receiving Proposals, its bond shall be retained by the City.

1.18 Causes for Rejection: No Proposal will be canvassed, considered, or accepted which, in the opinion of the City Manager, is informal or unbalanced, or contains inadequate or unreasonable prices for any items; each item must carry its own proportion of the cost as nearly as is practicable. Any alteration, erasure, interlineations, or failure to specify Proposals for all items called for in the schedule shall render the Proposal informal.

1.19 Rejection of Proposals: To the extent permitted by applicable state and federal laws and regulations, City reserves the right to reject any and all Proposals, to waive any and all informalities not involving price, time or changes in the work with the Successful Proposer, and to disregard all nonconforming, non-responsive, unbalanced or conditional Proposals. Proposals will be considered irregular and may be rejected if they show serious omissions, alterations in form, additions not called for, conditions or unauthorized alterations, or irregularities of any kind. The City Commission reserves the right to reject any Proposal if the evidence submitted by the Proposer, or if the investigation of such Proposer, fails to satisfy the City that such Proposer is properly qualified to carry out the obligations and to complete the work contemplated. Any or all Proposals will be rejected, if there is reason to believe that collusion exists among Proposers. A Proposal will be considered irregular and may be rejected, if it shows serious omissions, alterations in form, additions not called for, conditions or unauthorized alternates, or irregularities of any kind. The City of Dania Beach reserves the right to reject any and all Proposals, to waive any and all informalities and irregularities, and to accept or reject all or any part of any Proposal as they deem to be in the best interest of the citizens of the City of Dania Beach, or the City may reject Proposals and re-advertise.

1.20 RFP Protest Procedure: After a Notice of Intent to Award a contract is posted, any actual or prospective manufacturer or distributor claiming to be aggrieved in connection with the pending award of the Contract, or any element of the process leading to the award of the Contract may protest to the City Manager. A protest must be filed by 5:00 P.M. on the third (3rd) Business Day after posting of the Notice of Award (excluding the day that the Notice is posted) or any right to protest is waived. The protest must be in writing, must identify the name and address of the protester, and must include a factual summary of, and the basis for, the protest. Filing shall be considered complete when the written protest, together with an RFP Protest Bond, is both timely received by the City Manager's Office.

An RFP Protest Bond is to compensate the City for the expenses of administering the protest. If the protest is decided in the protester's favor, the entire deposit shall be returned to the protester. If the protest is not decided in the protester's favor, the deposit shall be retained by the City. The deposit shall be in the form of a cashier's check. The amount of the RFP Protest Bond shall be one percent (1%) of the amount of the pending award for which the bidder is protesting, or five thousand dollars (\$5,000.00), whichever is less.

1.21 Protest Committee: The Protest Committee shall have the authority to review, settle, and

resolve all protests. Members of the Protest Committee will be appointed by the City Manager. If the Protest Committee determines that the pending award of a contract or any element of the process leading to the award involved a significant violation of law, applicable rule or regulation, all steps necessary and proper to correct the violation shall be taken. If the Protest Committee determines that the protest has merit, the City Manager shall direct all appropriate steps be taken to remedy it.

In the event of a timely protest, the City Manager shall stay the award of the Contract, unless after consulting with the City Attorney and a representative from the City's Department for which the services are being obtained, the City Manager then determines that the award of the contract is necessary without delay to protect the substantial interests of the City. The continuation of the bid award process under these circumstances shall not preempt or otherwise affect the protest.

1.22 Award of Proposal: The City Commission will award the Proposal to the most responsible and responsive lowest price Proposer that has at least three (3) years in providing the services sought in this RFP. The Contractor awarded the Proposal must have satisfactory references.

1.23 Agreement: The Proposer(s) to whom or to which an award is made shall execute a written agreement to do the work in the form attached to this RFP. The award may be canceled by the City Commission and awarded to the next lowest priced responsible and responsive Proposer. If this occurs, such Proposer shall fulfill every stipulation as if it were the original party to whom or to which an award was made. The Agreement will include specific insurance, performance bond, and indemnification requirements as set forth in the attached specifications. Proposers must submit any questions, issues, or concerns with the terms, language or both in the attached Agreement by the deadline for submitting requests for interpretations.

1.24 Payment: Payment will be made when all work is completed to the satisfaction of the City Manager or designee. Successful Proposer shall submit invoices regularly, for no more than 30-day periods, as work progresses.

1.25 Audit of Contractor's Records: Upon execution of the Contract, the City reserves the right to conduct any necessary audit of the Contractor's records. Such an audit, or audits, may be conducted by the City or its representatives at any time prior to final payment, or thereafter, for a period up to three (3) years. If an audit has been initiated and audit findings have not been resolved at the end of these three (3) years, the records shall be retained by the City until resolution of audit finding.. The City may also require submittal of the records, at no cost to the City, from the Contractor, any subcontractor, or both. For the purpose of this Section, records shall include all books of account, supporting documents and papers deemed necessary by the City to assure compliance with the Contract provisions.

Failure of the Contractor or subcontractor to comply with these requirements may result in disqualification or suspension from bidding or proposing for future contracts or disapproval as a subcontractor at the option of the City. The Contractor shall assure that a subcontractor will provide access to its records pertaining to the services upon request by the City.

1.26 Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended): Contractors who apply or submit a Proposal for an award of \$100,000.00 or more shall file the required certification.

Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient.

1.27 **City:** Failure by City to respond to an inquiry shall not excuse late or incomplete submissions.

1.28 **Lobbyists:** Pursuant to Broward County Ordinance 2011-19, Lobbyists, and any of their principals or employers attending such meeting, are required to complete a Contact Log contemporaneously with a lobbyist meeting. City of Dania Beach Code of Ordinances, Article XI, "Lobbyist Regulations," Sections 2-231 through 2-234 requires Lobbyists to register with the City PRIOR to engaging in lobbyist activities within the City. Contact with personnel of the City of Dania Beach other than the City Clerk or designated representative regarding the RFP shall be grounds for elimination and disqualification from the selection process.

2. SUBMISSION OF PROPOSALS

2.1 Proposals must be typed or legibly printed in blue ink. Use of erasable ink is not permitted. All corrections to prices made by the Proposer should be initialed.

2.2 All Proposals shall be submitted in the English language, and pricing expressed in U.S. Dollars.

2.3 Proposals must contain a manual signature of a corporate officer or designee with the proven authority to bind the Proposer. The address and telephone number for any communications regarding the Proposal must be included.

2.4 Proposals shall contain an acknowledgment of receipt of all ~~attach~~

2.5 Proposals by corporations must be executed in the corporation's legal name by the President or other corporate officer, accompanied by evidence of authority to sign. Evidence of authority shall be provided on the enclosed Certified Resolution form, or by the company's own Corporate Resolution.

2.6 Proposals by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature.

2.7 Proposals shall be submitted to the Procurement Division on or before the time indicated in the Request for Proposals by the methods described above. City Clerk's Office staff is not responsible for the premature opening of a Proposal that is not identified.

2.8 In accordance with Florida Statutes, Chapter §119.07(1)(a) and except as may be

provided by other applicable state and federal law, the Request for Proposals and the responses to it are in the public domain. However, Proposers are requested to specifically identify in the submitted Proposal any financial information considered confidential, proprietary or both which may be considered exempt under Florida Statute §119.07(t).

2.9 All Proposals received from Proposers in response to the Request for Proposals will become the property of City and will not be returned. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of City.

2.10 The Proposer preparing a submittal in response to this RFP shall bear all expenses associated with its preparation. The Proposer shall prepare a submittal with the understanding that no claim for reimbursement shall be submitted to the City for the expense of Proposal preparation, presentation, or both.

3. QUALIFICATIONS OF PROPOSALS

3.1 Each Proposer shall complete the Proposal's Qualifications Statement and submit the form with the Proposal. Failure to submit the Proposer's Qualifications Statement and the documents required under it may constitute grounds for rejection of the Proposal.

3.2 As a part of the evaluation process, the City may conduct a background investigation including a criminal record check of Proposer's officers and employees, by the Broward County Sheriff's Office. Proposer's submission of a Proposal constitutes acknowledgement of and consent to such investigation. City shall be the sole judge in determining Proposer's qualifications.

3.3 No Proposal shall be accepted from, nor will any contract be awarded to, any person who is in arrears to City for any debt or contract, or who is a defaulter, as surety or otherwise, of any obligation to City, or who is deemed irresponsible or unreliable by City. City will be the sole judge of such determination. The City reserves the right to make a pre-award inspection of the Proposer's facilities and equipment prior to award of Contract.

3.4 Employees of the Proposer shall at all times be under its sole direction and not an employee or agent of the City. The Proposer shall supply competent and physically capable employees. The City may require the Proposer to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable. Proposer shall be responsible to the City for the acts and omissions of all employees working under its directions.

4. SCOPE OF SERVICES

The City of Dania Beach is soliciting proposals from qualified licensed contractors to provide Landscaping Services at various locations within the City as listed in Attachment 'A'.

- A. Contractor shall maintain the contractually covered grass Areas at the prescribed frequency rate with conventional production style mowing and lawn maintenance equipment. Any exceptions to the specific schedule shall be granted by the Director of Public Services or his designee.
- B. Mowing shall be done at a height of three (3) inches each cut. The Contractor shall mow all grass in the following intervals:
 - 1. April 1 through November 30: Once every ten (10) calendar days (minimum three (3) per month).
 - 2. December 1 through March 30: Once every fourteen (14) calendar days (minimum two (2) times per month).

The calendar year will have a total of thirty-four (34) cuts. This schedule shall be modified by the Director to either increase or decrease the number of cuttings per year. If, in the opinion of the City, a modification due to abnormal conditions is deemed necessary, the City will notify the Contractor as far in advance as reasonably possible of any maintenance requirement changes.

- C. Contractor shall fertilize all grass areas three (3) times per year in March, July, and October, weather permitting. A NPK 24-2-11 fertilizer with no less than 2% water insoluble nitrogen and 40% organic filler shall be used in March. Atrazine and 13-3-13 slow release fertilizer shall be used in October. Trees are to be fertilized three (3) times a year in March, July and October with a palm special 13-3-13 fertilizer with slow release potassium. Manufacturer's recommended rate of application will apply for all three (3) compositions. The chemical composition of the fertilizer must be approved by the City prior to application to check for appropriate trace minerals. The Director or his designee must be notified at least twenty-four (24) hours prior to application of fertilizer for verification of use and type. Fertilization, including provision of the fertilizer, is considered a part of the maintenance function in its entirety.
- D. Upon arrival at a job site for the cutting operation, the Contractor shall immediately survey the Area to remove all litter, glass, rocks, dead foliage and debris, subject to them becoming a projectile, if engaged by a mower. All grass clippings, vegetative trimmings and existing overburden shall be blown or vacuumed from the street and

walk areas on the same day maintenance is performed prior to leaving the site. Raking of leaves and other debris shall be performed at the base of the shrubbery and all other areas to maintain a neat and aesthetic appearance. Contractor shall remove all waste materials from the maintenance Areas of operation and properly dispose of all waste materials at the Public Services Site located at 1201 Stirling Road in Dania Beach, Florida. Debris is not to be blown into streets or onto pedestrian pathways. Pathways and sidewalks shall be blown clear and swept or vacuumed prior to leaving the site.

- E. Contractor shall trim all hedges and shrubs to a uniform height during each site visit. Hedge material located in the medians shall be trimmed so as not to exceed three (3) feet in height and may not overlap the curbing. A six (6) inch clearance between hedge and inside face of curbing shall be maintained. Exceptions due to existing conditions need to be approved by the Director or his designee. Some areas are to be hand pruned as needed, or required.
- F. Tree trimming shall be required in all Areas under Contract. Trees shall be trimmed to a minimum clearance height of eight (8) feet. At the Florida Department of Transportation Right-of-Way, clearance shall be thirteen (13) feet. Tree suckers (water sprouts) are to be removed as they grow. The Contractor shall trim all overgrowth where it obstructs or restricts sight distance view of vehicles, i.e., limbs hanging into the roadway from the median or swale or landscaping taller than thirty (30) inches. Contractor shall also be responsible for removing limbs from the roadway that emanate from Areas under Contract. The Contractor shall be alert to remove traffic hazards (such as, but not limited to the obstruction of stop signs and other roadway signs) or unsafe conditions caused by tree limb obstruction during each site visit. Dead palm fronds shall be disposed of along with daily trash pickup during normal maintenance frequencies. The Director or his designee will address any possible variation to this on an individual basis.
- G. Edging shall be done along all sidewalks, curbs, blacktops, walkways, asphalt paths and road edges with a gas operated edger during each site visit. Grass shall also be edged back where it encroaches upon the street from the swale or other areas. Edged material shall be blown clear, swept or vacuumed and collected for disposal by the Contractor.
- H. Weeding shall include, but is not limited to, ornamental beds, bases of shrubbery and hedges, sidewalks, curb lines and any other areas where weeds exist, including medians devoid of grass. **Weeds may either be manually pulled or sprayed with non-glyphosate herbicide**, approved by the Director or his designee. Weeding or spraying shall occur at least monthly on all areas, especially medians with significant landscape. All tree beds are to be completely clear of weeds at all times. Weed control must only be applied when there is no danger of accidental application that will damage surrounding trees, shrubbery, groundcover or other vegetation. Weeds must be controlled by hand if the conditions are not favorable for spraying herbicide. It is imperative that all safety requirements of dispersing herbicides be carefully followed.

Copies of instructional material on herbicide application are available at the Broward County Extension Agency, in the Town of Davie. Any applicator shall be thoroughly familiar with its contents for personal and public safety.

- I. Herbicide applications must be performed by a Certified Pest Control Operator who must hold a Lawn and Ornamental Certificate issued by the Florida Department of Health and Rehabilitative Services, Entomology Service Division. All pesticide application classified as restricted use shall be carried out by a certified applicator or under the direct supervision of a certified applicator. It is also required that when applying any herbicides to areas of heavy pedestrian traffic, such as City Hall, spray application warning flags are to be clearly displayed to designate the Areas.
- J. Weed eating shall be done around all fixed objects exposed in the turf, including but not limited to trees, poles, posts, irrigation heads or any other fixtures found in such settings. Weed eating shall be done with string trimmer with careful attention around trees to ensure that the tree does not girdle. Many trees have rings around the base to prevent this type of injury; if there is not a ring around the tree, attention must be brought to the Director or his designee to provide a ring.
- K. Evidence of insects shall be brought to the attention of the Director or his designee.
- L. The Contractor shall inform the Director or his designee of any immediate safety hazard, or vandalism including graffiti upon discovery in the field. The Contractor shall contact the City of placement of barricades where hazards exist to safeguard the Area until the situation can be corrected. The Contractor shall contact the City if any holes are found constituting a hazard.
- M. The Contractor, upon completion of mowing a section, shall inform the Director or his designee of any damage to the irrigation system, and it shall be repaired or replaced and returned to operating condition within twenty-four (24) hours. The Contractor must notify the Director or his designee when the situation has been rectified.
- N. All Areas are to be maintained in a condition acceptable to the Director or his designee. Work is to be completed Monday through Saturday starting no earlier than 7:00 A.M. and must end by sunset or 6:00 P.M., whichever is earlier.
- O. When mowing in traffic medians, personnel are required to wear safety vests. Proper safety signage, cones, flagmen or other warning devices shall be used to alert motorists of work in the Areas. All signs shall be temporary and must be in accordance with the Florida Department of Transportation. OSHA standard shall be utilized where applicable

5. PROPOSAL REQUIREMENTS

5.1 Proposers shall, as a minimum, include the following information with the submittal of its Proposal:

1. Executive Summary

Summarize the business entity, its background, main office(s), and office location that will service this contract. Identify the officers, principals, supervisory staff and key individuals who will be directly involved with the work and their office locations. The executive summary should also summarize the key elements of the proposal.

2. Relevant Experience

Indicate the firm's number of years of experience in providing the professional services as it relates the work contemplated. Provide details of past projects for agencies of similar size and scope, including information on your firm's ability to meet time and budget requirements.

3. Approach

Provide in concise narrative form, your understanding of the City's needs, goals and objectives as they relate to the project, and your overall approach to accomplishing the scope of work. Give an overview on your proposed vision, ideas and methodology. Describe your proposed approach to the work.

The City, at its discretion may allow for time extensions for unforeseen and unexpected delays. Also provide information on your firm's current workload and how this assignment will fit into your workload.

Describe available facilities, technological capabilities and other available resources you offer for the project. Additionally, provide a list of equipment owned by the firm, including make and model.

4. References

Provide names, addresses, and telephone numbers of up to three (3) references who are capable of explaining and confirming the firm's capacity to successfully complete the Services sought in this RFP.

5. Pricing

Provide a cost estimate for the Services to be provided based on the Scope of Services and the firm's proposed approach to the project.

5.2 Summary of Documents To Be Submitted With Proposals. The following is a summary of documents required to be submitted for this Proposal. Failure to include a technical Proposal, cost Proposal, Proposal surety (if required below), or any other document that, by its omission, may prejudice the rights of other possible Proposers or respondents, may result in immediate rejection of a Proposal. Other forms or documents which, by their nature do not impact price or the Proposer's cost of doing business should accompany the Proposal; but must be provided within three (3) business days of the City's request to be considered responsive. The Forms are as follows:

Exhibit “A” Proposer’s Qualifications
 Exhibit “B” Public Entity Crimes Form
 Exhibit “C” Non-Collusion Affidavit
 Exhibit “D” Drug-Free Workplace Certification
 Exhibit “E” Acknowledgement of Addenda
 Exhibit “F” References
 Exhibit “G” Certification to Accuracy of Proposal

The City reserves the right to request the most recently completed audited financial statement, or other approved documentation to verify financial viability.

6. EVALUATION METHOD AND CRITERIA

Evaluation of the responses will be conducted by an Evaluation Committee composed of City staff, or other persons selected by the City Manager or designee. Proposals shall be evaluated based upon the information and references contained in the responses as submitted. The Evaluation Committee will evaluate all responsive proposals at duly advertised public evaluation meetings in accordance with Florida law. The City reserves the right to award the contract to the Proposer which will best serve the interest of the City.

The scoring of the Proposals by the Evaluation Committee will be based on a point total and not a percentage factor. The Evaluation Committee will evaluate and rank the Proposals received on the basis of the criteria and available points indicated below

CRITERIA	MAXIMUM POINTS
Firm Qualifications Experience in field, workload of current projects	25
Approach Understanding the scope of work, ability to comply with the full scope of work, technical soundness of Proposal	35
Price Proposal Estimated total cost of project	30
References	10

AWARD OF AGREEMENT

Award shall be made by the City to the responsible Proposer whose Proposal is determined to be the most advantageous to the City, taking into consideration price and the evaluation criteria set forth below. The City of Dania Beach reserves the right to accept the Proposal as a whole, or for any component of it if it appears to be in the best interest of the City.

7. PUBLIC RECORDS: :

If selected, the following will apply:

- 7.1 Proposer agrees to keep and maintain public records in Proposer's possession or control in connection with Proposer's performance under the Agreement. Proposer additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Proposer shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the City.
- 7.2 Upon request from the City custodian of public records, Proposer shall provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.
- 7.3 Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with the Agreement are and shall remain the property of the City.
- 7.4 Upon completion of the Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Proposer shall be delivered by the Proposer to the City Manager , at no cost to the City, within seven (7) days. All such records stored electronically by Proposer shall be delivered to the City in a format that is compatible with the City's information technology systems. Once the public records have been delivered upon completion or termination of the Agreement, the Proposer shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
- 7.5 Any compensation due to Proposer shall be withheld until all records are received as provided in this RFP.
- 7.6 Proposer's failure or refusal to comply with the provisions of this section shall result in the immediate termination of the Agreement by the City.

7.7 Section 119.0701(2)(a), Florida Statutes

IF THE PROPOSER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROPOSER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, THE PROPOSER MUST CONTACT THE CITY CUSTODIAN OF PUBLIC RECORDS.

Custodian of Records: THOMAS SCHNEIDER, CITY CLERK

Mailing Address: 100 W. Dania Beach Boulevard
Dania Beach, Florida 33004

Telephone number: 954-924-9800, Ext. 3623

Email: tschneider@daniabeachfl.gov

8. INSURANCE REQUIREMENTS

8.1 Proposer agrees to, in the performance of work and services under this Agreement, comply with all federal, state, and local laws and regulations now in effect, or hereinafter enacted during the term of the agreement that are applicable to Proposer, its employees, agents, or subcontractors, if any, with respect to the work and services described in this RFP.

8.2 Proposer shall obtain at Proposer's expense all necessary insurance in such form and amount as required by this Proposal or by the City's Risk Manager before beginning work under the Agreement. Proposer shall maintain such insurance in full force and effect during the life of the Agreement. Proposer shall provide to the City's Risk Manager current certificates of all insurance required under this section prior to beginning any work under the Agreement.

8.3 Proposer shall indemnify and save the City harmless from any damage resulting to it for failure of a Proposer to obtain or maintain such insurance.

8.4 The following are required types and minimum limits of insurance coverage, which the Proposer agrees to maintain during the term of this contract:

The Contractor (the term "Contractor" refers to the successful Proposer in this RFP) shall not commence Work under the Agreement until Contractor has obtained all insurance required in this RFP, and not until such time that the coverages are approved by the Risk Manager of the City. The Contractor shall not allow any employee of Contractor or any Subcontractor to commence Work on any subcontract until the subcontractor and all Coverages required of any subcontractor have been obtained and approved in writing by the Risk Manager of the City. In addition, Contractor shall be responsible for any and all policy deductibles and self-insured retentions.

The following are requirements that must be met regarding the Proposer's delivery of Certificates of Insurance for all coverages required in the Agreement and Proposal Documents:

"Preliminary" certificate means that certificates of insurance verifying all general insurance requirements (as noted below) must be included with a Proposal submittal on the date and time of the Proposal opening.

If the “preliminary” certificates are not included with a Proposal submittal, then the City has the right to consider the submitted Proposal as non-responsive on the date and time of the Proposal opening. “Preliminary” Certificates may be issued without documentation of all “Special Provisions”. However, Contractor does understand that all provisions, including “Special Provisions” noted below are expected to be fully documented on or attached to the “Official” Certificates of Insurance as described below.

“Official” Certificates of Insurance must be delivered to the City Clerk’s office and Risk Manager of the City. If the “Official” certificates are not delivered on or before the fourteenth (14th) Business Day after the issuance by the City of the “Notice of Apparent Low Proposal”, then the City has the right to consider the awarded Agreement to the successful Proposer as void and to negotiate a agreement with the next lowest responsive and responsible Proposer.

“Special Provisions”, as referenced below under each type of insurance requirement shall be fully confirmed on or attached to the “Official” certificates.

All Certificates of Insurance must clearly identify the agreement to which they pertain, including a brief description of the subject matter of the agreement. The certificates shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty (30) days’ prior written notice has been given to City. If this coverage is not provided, then Contractor is responsible for such notice to City. Insurance policies for required coverages shall be issued by companies authorized to do business under the laws of the State of Florida and any such companies’ financial ratings must be no less than A-VII in the latest edition of the “BEST’S KEY RATING GUIDE”, published by A.M. Best Guide. In the event that the insurance carrier’s rating shall drop, the insurance carrier shall immediately notify the City in writing.

Coverages shall be in force until all Work required to be performed under the terms of the Agreement, including any applicable warranty period, is satisfactorily completed as evidenced by the formal written acceptance by the City. In the event insurance certificates provided to City indicate that the insurance shall terminate and lapse during the period of the Agreement, including any applicable warranty period, then in that event, the Contractor shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed Certificate of Insurance as proof that equal and like coverages for the balance of the period of the Agreement, including any extension of it, and including any applicable warranty period, is in effect.

THE CONTRACTOR AND ANY SUBCONTRACTOR SHALL NOT PERFORM OR CONTINUE WORK PURSUANT TO THE AGREEMENT, UNLESS ALL COVERAGES REMAIN IN FULL FORCE AND EFFECT. ANY DELAY IN THE WORK CAUSED BY A LAPSE IN COVERAGE SHALL BE NON-EXCUSABLE, SHALL NOT BE GROUNDS FOR A TIME EXTENSION, AND WILL BE SUBJECT TO ANY OTHER APPLICABLE PROVISIONS DESCRIBED IN THE AGREEMENT OR

ELSEWHERE IN THE PROPOSAL DOCUMENTS CONCERNING CONTRACTOR DELAY.

The below coverages are minimum limit requirements. Umbrella or Excess Liability policies are acceptable to provide the total required liability limits, as long as the Risk Manager of the City reviews and approves in writing the insurance limits on each of the policies. The City must approve any changes to these specifications and has the right to review and amend coverage requirements. The Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements. Contractor shall be responsible for any deductible amounts.

Comprehensive General Or Commercial Liability Insurance is to include bodily injury, broad form property damage, products/completed operations, blanket contractual liability, and personal/advertising injury with limits of no less than One Million Dollars (\$1,000,000.00) per occurrence, and Two Million Dollars (\$2,000,000.00) annual aggregate. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability policy, without restrictive endorsements, as filed by the Insurance Services Office.

Special Provisions As To General Liability Insurance: (to be confirmed on or attached to the Official Certificate of Insurance)

Annual Aggregate shall apply "Per Job";

- "The City of Dania Beach, Florida" is added as a named "Additional Insured";
 - Additional Insured status is included for Products completed operations coverage for a period of no less than five (5) years following the completion of the Work;
 - Additional insured coverage shall be no more restrictive than Insurance Services Office (ISO) form CG 2037 (07 04);
 - Contractor's insurance shall be primary and non-contributory;
 - Waiver of Subrogation in favor of the City;
 - 30 Days' Notice of Cancellation or modification to City (if not available on the insurance policies, then Contractor has responsibility for notification); and
 - Copy of Additional Insured Endorsement or other endorsements may be attached to the Certificate.
-
- Workers' Compensation Insurance shall be maintained by Contractor and any subcontractors during the life of the Agreement, including any applicable warranty period(s), and it is to apply to all "statutory employees" of Contractor (as that phrase is defined by Chapter 440, Florida Statutes), in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws, for the benefit of the Contractor, its employees, and Subcontractors. In the case any work is sublet as otherwise addressed in the Agreement or Proposal Documents, the Contractor shall require any Subcontractors similarly to provide Workers' Compensation

Insurance for all of the latter's employees, in addition to any coverage afforded by the Contractor, by furnishing statutory limits Part A, and no less than One Million Dollars (\$1,000,000.00) Employers' Liability limits Part B.

- In no event shall the Contractor be permitted to utilize in the prosecution of the work, the following: i) any employee, subContractor or subContractor employee who is exempted or purported to be exempt from workers' compensation insurance coverage; or ii) any employee, subContractor or subContractor employees who will be covered by an employee leasing arrangement.
- Special Provisions As To Workers' Compensation Insurance: (to be confirmed on or attached to the Official Certificate of Insurance)
- 30 Days' Notice of Cancellation or modification to City (if not available on the insurance policies, then Contractor has responsibility for notification); and
- Waiver of Subrogation.
- Business Automobile Liability Insurance shall be maintained, per occurrence with combined single limits for Bodily Injury Liability and Property Damage Liability of no less than One Million Dollars (\$1,000,000.00), to include coverage for owned, hired, and non-owned vehicles. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office.
- Special Provisions As To Automobile Liability Insurance: (to be confirmed on or attached to the Official Certificate of Insurance)
- "The City of Dania Beach" is added as a named "Additional Insured";
- 30 Days' Notice of Cancellation or modification to City (if not available on the insurance policies, then Contractor has responsibility for notification); and Waiver of Subrogation.
- Subcontractor Insurance. Contractor is advised to require all of its subcontractors to provide the aforementioned coverage as well as any other coverages that the Contractor may consider necessary, and any deficiency in the coverages or policy limits of any subcontractors will be the sole responsibility of the Contractor.

9 INDEMNIFICATION

9.1 GENERAL INDEMNIFICATION: Contractor shall, in addition to any other obligation to indemnify the City and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the City, their agents, elected officials and employees

from and against all claims, actions, liabilities, losses (including economic losses), costs arising out of any actual or alleged: a). Bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, or any other damage or loss arising out of or resulting, or claimed to have resulted in whole or in part from any actual or alleged act or omission of the Contractor, any sub-Contractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in the performance of the Work; or b). violation of law, statute, ordinance, governmental administration order, rule, regulation, or infringement of patent rights by Contractor in the performance of the Work; or c). liens, claims or actions made by the Contractor or any sub-contractor under Workers' Compensation acts; disability benefit acts, other employee benefit acts or any statutory bar. Any cost of expenses, including attorney fees, incurred by the City to enforce this agreement shall be borne by the Contractor. Without limiting the foregoing, any and all such claims, suits, etc., relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation or decree of any court, is included in the indemnity. Successful Proposer further agrees to investigate, handle, respond to, provide defense for, and defend any such claims, etc., at its sole expense and agrees to bear all other related costs and expenses, even if the claim(s) is groundless, false, or fraudulent. Pursuant to Section 725.06, Florida Statutes, the indemnification required by this Section is limited to \$1,000,000.00, which the parties agree bears a reasonable commercial relationship to the Agreement. In case of injury to persons, animals, or property, real or personal, by reason of failure to erect or maintain proper and necessary barricades, safeguards, and signals or by reason of any negligence of any Successful Proposer, or any of the Successful Proposer's agents, servants, or employees during the performance of the work before the estimates have become due under this Agreement, the City may, through its officials, withhold such payments as long as it may deem necessary for the indemnity of the City, provided that the failure to pay the same shall not be construed or considered as a waiver of the indemnity as hereinabove set forth.

9.2 The parties recognize that various provisions of this Agreement, including but not necessarily limited to this Section, provide for indemnification by the Contractor and that Section 725.06, Florida Statutes, requires a specific consideration to be given. The parties therefore agree that the sum of Ten Dollars and 00/100 (\$10.00), receipt of which is acknowledged and agreed upon, is the specific consideration for such indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by Contractor. Furthermore, the parties understand and agree that the covenants and representations relating to this indemnification provision shall survive the term of this Agreement and continue in full force and effect as to the party's responsibility to indemnify.

9.3 Upon completion of all Services, obligations and duties provided for in the Agreement, or in the event of termination of the Agreement for any reason, the terms and conditions of this provision shall survive indefinitely.

9.4 The Contractor shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, reasonable attorney fees (including appellate attorney fees) and costs.

9.5 The Successful Proposer shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, reasonable attorney fees (including appellate attorney's fees) and costs. City reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Successful Proposer under the indemnification agreement. Nothing contained in this RFP is intended nor shall it be construed to waive City's rights and immunities under the common law or Florida Statute 768.28 as amended from time to time.

10 INDEPENDENT CONTRACTOR

An Agreement resulting from this solicitation does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the Contractor is an independent contractor under the Agreement and not the City's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law. The Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities under this RFP provided, further that administrative procedures applicable to services rendered under any potential Agreement shall be those of Contractor, which policies of Contractor shall not conflict with City, State, or United States policies, rules or regulations relating to the use of Contractor's funds provided for in this document. The Contractor agrees that it is a separate and independent enterprise from the City, that it had full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. Any potential Agreement shall not be construed as creating any joint employment relationship between the Contractor and the City and the City will not be liable for any obligation incurred by Contractor, including but not limited to unpaid minimum wages, overtime premiums or both.

11 DISBARMENT AND SUSPENSION

Contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension). These regulations restrict awards, sub-awards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II, I; and Chapter IV, 6.d and Appendix C, 2. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the

General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530; Chapter IV,6.d and Appendix C,2. d. In general, an "excluded" party cannot receive a federal grant award or a contract within the meaning of a "covered transaction," to include sub-awards and subcontracts. This includes parties that receive federal funding indirectly, such as contractors to recipients and sub-recipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the federal government for purposes of the non-procurement common rule and Department of Homeland Security's implementing regulations, it does include some contracts awarded by recipients and sub-recipient.

12 DELIVERIES

Any item requiring delivery by the Proposer or by sub-contractors shall be delivered F.O.B. destination to a specific City address. All delivery costs and charges must be included in the Proposal price. If delivery of an item is required, the City reserves the right to cancel the delivery order(s) or any part of it, without obligation if delivery is not made at the time specified in the Proposal.

13 WARRANTIES

13.1 Successful Proposer warrants to City that the consummation of the work provided for in the Contract documents will not result in the breach of any term or provision of, or constitute a default under any indenture, mortgage, contract, or agreement to which Successful Proposer is a party.

13.2 Successful Proposer warrants to City that it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation, arbitration or other legal or administrative proceedings or investigations of any kind which would have an adverse effect on its ability to perform its obligations under the Contract.

13.3 Successful Proposer warrants to City that it will comply with all applicable federal, state and local laws, regulations and orders in carrying out its obligations under the Contract.

13.4 All warranties made by Successful Proposer together with service warranties and guarantees shall run to City and the successors and assigns of City.

14 COPYRIGHTS OR PATENT RIGHTS

The Proposer warrants that there has been no violation of copyrights or patent rights in manufacturing, producing or selling the goods shipped or ordered, if any, as a result of this Proposal. The seller agrees to hold the City harmless from all liability, loss or expense occasioned by any such violation.

15 SAFETY STANDARDS

The Proposer warrants that the product(s) supplied to the City shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970 as amended, and shall be in compliance with Chapter 442, Florida Statutes as well as any industry standards, if applicable. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).

16 INSPECTION

The City shall have the right to inspect any materials, components, equipment, supplies, services or completed work specified in this RFP. Any of the items not complying with these specifications are subject to rejection at the option of the City. Any items rejected shall be removed from the premises of the City or replaced at the entire expense of the successful Contractor.

17 NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYMENT

During the performance of the Contract, the Contractor and its subcontractors shall not discriminate against any employee or applicant for employment because of race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity and expression, or disability if qualified. The Contractor will take affirmative action to ensure that employees and those of its subcontractors are treated during employment, without regard to their race, color, sex, pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity or expression, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor and its subcontractors shall agree to post in conspicuous places, available to its employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. The Contractor further agrees that it will ensure that all subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

18 MINORITY / WOMEN'S / LABOR SURPLUS FIRMS PARTICIPATION:

The City of Dania Beach, in accordance with the requirements as stated in C.F.R. 200.321 encourages the active participation of minority businesses, women's business enterprises and labor surplus area firms as a part of any subsequent agreement whenever possible. If subcontracts are to be let, through a prime contractor, that contractor is required to take the affirmative steps listed in items (1) through (5) below.

18.1 Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

18.2 Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

18.3 Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

18.4 Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

18.5 Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

19 TAXES: Successful Proposer shall pay all applicable sales, consumer use and other similar taxes required by law.

20 PERMITS, FEES AND NOTICES

Successful Proposer shall secure and pay for all permits and fees, licenses and charges necessary for the proper execution and completion of the work, if applicable. The costs of all permits, fees, licenses and charges shall be included in the Price Proposal except where expressly noted in the specifications.

During the performance of the Contract, there may be times when the Contractor will be required to obtain an Owner permit for such Work, or in connection with the items or services. It is the responsibility of the Contractor to insure that it has the appropriate Owner permits as may become necessary during the performance of the Contract. Any fees related to the Owner required permits in connection with the Contract will be the sole responsibility of the Contractor. Licenses, permits, and fees that may be required by Broward County, state or federal entities are not included in the above list.

21 PERFORMANCE

Failure on the part of the Proposer to comply with the conditions, terms, specifications and requirements of the Proposal shall be just cause for cancellation of the Proposal award. The City may, by written notice to the Proposer, terminate the contract for failure to perform. The date of termination shall be stated in the notice. The City shall be the sole judge of nonperformance.

22 TERMINATION OF CONTRACT

If the successful Proposer fails to provide the Services, or shall in any other manner commit a breach of the contract and fails to remedy the same within five (5) calendar days after written notice from the City, the City may terminate the contract resulting from the RFP without any further notice to the Proposer. City representatives will review the Services periodically to assure that the requirements of the contract are being met. If any portion of the Services are unsatisfactory, the Proposer shall be contacted, and the discrepancies corrected at no additional cost to the City.

23 TERMINATION OF CONTRACT FOR CONVENIENCE

The contract may be terminated for convenience by City upon fifteen (15) days' advance written notice to Proposer (delivered by certified mail, return receipt requested) of intent to terminate and the date on which such termination becomes effective. In such case, the Proposer shall be paid for all acceptable Services performed prior to termination and shall not be entitled to any other costs, fees or payments.

24 TERMINATION OF CONTRACT FOR CAUSE

If, through any cause, the Proposer shall fail to fulfill in a timely and proper manner its obligations under the contract, or if the Proposer shall violate any of the provisions of the contract, the City may upon written notice to the Proposer, terminate the right of the Proposer to proceed under the contract, or as to such part or parts of the contract for which there has been a default, and may hold the Proposer liable for any damages caused to the City by reason of such default and termination. In the event of such default and termination, any completed Services performed by the Proposer under the contract shall, at the option of the City become the City's property and the Proposer shall be entitled to receive equitable compensation for any Services completed to the satisfaction of the City. The Proposer, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the contract by the Proposer, and the City may withhold any payments to the Proposer for the purpose of set-off until such time as the amount of damages due to the City from the Proposer can be determined.

25 SUCCESSORS AND ASSIGNS; ASSIGNMENT; SUBLETTING

The City and Contractor, respectively, will bind themselves, their partners, successors, assigns and legal representatives to the contract. Neither party to the contract shall assign it or sublet it or any portion of it, without the advance written consent of the other.

26 EMPLOYEES OF THE PROPOSER

26.1 Proposers shall only designate employees who are sufficiently skilled to provide the required services specified in the RFP. Any person employed to provide the Services who fails, refuses or neglects to obey the instructions of the City's representative in anything relating to the Services, or who appears to be disorderly, insubordinate, or incompetent shall upon the order of City's representative, be immediately relieved by the Proposer from performing the Services. Any interference with, or any abusive or threatening conduct toward any City representative, City assistants or inspectors by the Proposer, its employees or agents, or any member of the public shall be grounds for the City to terminate the contract and re-let the Services. The Proposer shall furnish all labor, materials, supplies and equipment necessary to properly maintain all Services areas where Services are conducted in an acceptable and safe condition.

26.2 Proposer agrees that it or its officers, if a corporation or other legal entity, shall be held fully responsible, except as otherwise prohibited by law, for all acts of their employees while in their employ.

27 TAXES: The City of Dania Beach is exempt from all federal, state, and local taxes. An

exemption certificate will be provided where applicable upon request.

28 LITIGATION

28.1 In addition to any other provision of this RFP, the City may, in its absolute discretion, reject a Proposal if the Proposer, or any officer or director of the Proposer submitting the Proposal, is or has been engaged directly or indirectly in legal action against the City, its elected or appointed officers, representatives or employees in relation to any matter.

28.2 In determining whether or not to reject a Proposal under this section, the City will consider whether the litigation is likely to affect the Proposer's ability to work with the City, its consultants and representatives and whether the City's experience with the Proposer indicates that there is a risk that the City will incur increased staff and legal costs in the administration of the contract if it is awarded to the Proposer.

28.3 A contract with the successful Proposer will include the following:

GOVERNING LAW; CONSENT TO JURISDICTION. The law of the State of Florida shall govern the contract. The contract is not subject to arbitration. **THE PARTIES EXPRESSLY WAIVE ALL RIGHTS TO TRIAL BY JURY FOR ANY DISPUTES ARISING FROM, OR IN ANY WAY CONNECTED WITH THE CONTRACT. THE PARTIES UNDERSTAND AND AGREE THAT THIS WAIVER IS A MATERIAL CONTRACT TERM.**

28.4 All claims, counterclaims, disputes and other matters in question between City and the Consultant arising out of, relating to or pertaining to the contract, the breach of it, the services of it, or the standard of performance required in it, are to be addressed by resort to non-binding mediation as authorized under the laws and rules of Florida; provided, however, that in the event of any dispute between the parties, the parties agree to first negotiate with each other for a resolution of the matter or matters in dispute and, upon failure of such negotiations to resolve the dispute, the parties shall resort to mediation. If mediation is unsuccessful, any such matter may be determined by litigation in a court of competent jurisdiction in Broward County, Florida, or the Federal District Court of the Southern District of Florida and appropriate appellate courts for such venue and jurisdiction.

29 OTHER GOVERNMENTAL ENTITIES

If a Proposer is awarded a contract as a result of this RFP, Proposer will, if Proposer has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the RFP and resulting contract.

30 UNBALANCED PROPOSAL PRICING

When a unit price proposed has variable or estimated quantities, and the Proposal shows evidence of unbalanced Proposal pricing, such Proposal may be rejected.

31 INFORMATION REQUESTS AFTER DUE DATE

Pursuant to Florida Statutes Section 119.071 sealed Proposals or Proposals received by an agency pursuant to Invitations to Proposal or requests for Proposals are exempt from the provisions of subsection (1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of a decision or intended decision pursuant to F.S. §119.071(1) (b) (2), or within 30 days after Proposal/Proposal opening, whichever is earlier.

32 BUDGETARY CONSTRAINTS

In the event the City is required to reduce contract costs due to budgetary constraints, all Services specified in this document may be subject to a permanent or temporary reduction in budget. In such an event, the total cost for the affected service shall be reduced as required. The Contractor shall also be provided with a minimum 30-day notice prior to any such reduction in budget.

33 CONTINGENT FEES PROHIBITED

The Proposer must warrant that it has not employed or retained a company or person, other than a bona fide employee, contractor or subcontractor, working in its employ, to solicit or secure a contract with the City, and that it has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee, contractor or sub-contractor, working in its employ, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of a contract with the City.

34 CONE OF SILENCE

Definitions: “Cone of Silence,” as used in this ITB, means a prohibition on any communication regarding a particular Request for Proposal (“RFP”), Request for Qualification (“ITB”) or bid, between:

a potential vendor, service provider, proposer, bidder, lobbyist, or consultant, and:

a City Commission member, City’s professional staff including, but not limited to, the City Manager and her staff, or any member of the City’s Evaluation Committee.

Restriction; Notice: A Cone of Silence shall be imposed upon this ITB upon the advertisement of the ITB. At the time of imposition of the Cone of Silence, the City Manager or designee shall provide for public notice of the Cone of Silence by posting a notice at the City Hall. The City Manager shall issue a written notice as to the Cone of Silence to the affected departments, file a copy of such notice with the City Clerk, with a copy to each City Commissioner, and shall include in any public solicitation for goods or services a statement disclosing the requirements of this section.

Termination of Cone of Silence: The Cone of Silence shall terminate at the beginning of the City Commission meeting (whether a regular or special meeting) at which the City Manager makes her written recommendation of award to the City Commission. However, if the City Commission refers the City Manager’s recommendation back to the City Manager or staff for further review, the Cone of Silence shall be re-imposed until such time as the City Manager makes a subsequent written recommendation.

Exceptions to Applicability: The provisions of this section shall not apply to:

Oral communications at pre-bid conferences;

Oral presentations before the Evaluation Committee;

Public presentations made to the City Commission members during any duly noticed public meeting;

Communications regarding the ITB between a potential vendor, service provider, proposer, bidder, lobbyist or consultant and the City's Procurement and Contract Services Agent or City employee designated as responsible for administering the procurement process for the ITB, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document;

Communications with the City Attorney and his staff;

Duly noticed site visits to determine the competency of a Proposer regarding the ITB during the time period between the opening of Proposals and the time the City Manager makes a written recommendation;

Any emergency procurement of goods or services pursuant to City Code;

Responses to the City's request for clarification or additional information;

Contract negotiations during any duly noticed public meeting;

Communications to enable City staff to seek and obtain industry comment or perform market research, provided all related communications between a potential vendor, service provider, proposer, bidder, lobbyist, or consultant and any member of the City's professional staff including, but not limited to, the City Manager and staff are in writing or are made at a duly noticed public meeting.

Penalties: Violation of this section by a particular Proposer shall render any ITB award or contract to the Proposer voidable by the City Commission or City Manager. Any person who violates a provision of this section may be prohibited from serving on a City selection or evaluation committee. In addition to any other penalty provided in this ITB, violation of any provision of this section by a City employee may subject the employee to disciplinary action.

Please contact the City Attorney for any questions concerning "Cone of Silence" compliance.

**Citywide Landscaping Services
RFP 21-017**

LIST OF LOCATIONS

POSTED ON CITY WEBSITE AND DEMANDSTAR AS ATTACHMENT ‘A’

EXHIBIT "A"

PROPOSER'S QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made below:

	Check One
Submitted By: _____	☐ Corporation
Name: _____	☐ Partnership
Address: _____	☐ Individual
City, State, Zip _____	☐ Other (describe)
Telephone No. _____	
Fax No. _____	
Email _____	

State the true, exact, correct and complete name of the partnership, corporation, trade or other name under which you do business and the address of the place of business.

The full legal name of the Proposer is:

The address of the principal place of business is:

1. If Proposer is a corporation, answer the following:

Date of Incorporation: _____

State of Incorporation: _____

President's name: _____

Vice President's name: _____

Secretary's name: _____

Treasurer's name: _____

Name and address of Resident Agent: _____

2. If Proposer is an individual or a partnership, answer the following:

Date of organization: _____

Name, address and ownership percentage units of all partners:

State whether general or limited partnership and confirm it is registered to do business in Florida: _____

3. If Proposer is other than an individual, corporation or partnership, describe the organization and give the names and addresses of principals:

4. If Proposer is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

5. How many years has your organization been in business under its present business name? _____

a) Under what other former names has your organization operated?

6. Indicate registration, license numbers or certificate numbers for the businesses or professions, which are the subject of this RFP. Please attach certificate of competency and state registration.

7. Have you personally reviewed the requirements for the proposed services?

☐ YES ☐ NO

8. Do you have a complete set of documents, including drawings and addenda?

☐ YES ☐ NO

9. Did you attend the Pre-Proposal Conference if any such conference was held?

☐ YES ☐ NO

10. Have you ever failed to complete any work awarded to you? If so, state when, where and why:

11. State the names, telephone numbers and last known addresses of three (3) owners, individuals or representatives of owners with the most knowledge of services which you have performed and to which you refer (government owners are preferred as references).

Name	Address	Telephone

12. List the pertinent experience of the key individuals of your organization (continue with an additional sheet, if necessary).

13. State the name and title of the individual who will have responsibility relating to the services:

14. State the name and address of attorney or law firm, if any, for the business of the Proposer:

15. State the names and addresses of all businesses and individuals who own an interest of more than five percent (5%) of the Proposer's business and indicate the percentage owned of each such business:

16. State the names, addresses and the type of business of all firms that are partially or wholly owned by Proposer:

17 State the name of the Surety Company which will be providing the bond, and name and address of agent:

18. Bank References:

Bank	Address	Telephone

19. Attach a financial statement including Proposer's latest balance sheet and income statement showing the following items:

- a) Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials, real estate, stocks and bonds, equipment, furniture and fixtures, inventory and prepaid expenses)
- b) Net Fixed Assets
- c) Other Assets
- d) Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries, real estate encumbrances and accrued payroll taxes)
- e) Other Liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus, and retained earnings).

20. State the name of the firm preparing the financial statement and its date:

21 Is this financial statement for the identical organization named on page one?

☐ YES ☐ NO

22. If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidary).

The Proposer acknowledges and understands that the information contained in response to this Qualification Statement shall be relied upon by the City in awarding a contract and such information is warranted by Proposer to be true. The discovery of any omission or misstatement that materially affects the Proposer's qualifications to perform under the contract shall cause the City to reject the proposal, and if after the award, to cancel and terminate the award, contract or both.

Signature

Print Name

Title

Date

STATE OF _____)

COUNTY OF _____)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared ☐ physical presence or ☐ online notarization, on _____ as _____, of _____, an organization authorized to do business in the State of Florida, and acknowledged and executed the foregoing Statement as the proper official of _____ for the use and purposes mentioned in it and affixed the official seal of the entity, and that the instrument is the act and deed of that entity. He/she is personally known to me or has produced _____ as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this _____ day of _____, 2021.

Notary Seal

Signature of Notary Public

Printed Name of Notary Public

EXHIBIT "B"

**CITY OF DANIA BEACH, FLORIDA
SWORN STATEMENT UNDER §287.133(3)(A), FLORIDA STATUTES
PUBLIC ENTITY CRIMES**

(This form must be signed in the presence of a Notary Public or other officer authorized to administer oaths.)

1. This sworn statement is submitted with Request for Proposals, City RFP No.: 21-017
2. This sworn statement is submitted by: _____
(PRINT Name of entity submitting sworn statement)

its business address is: _____

Federal Identification Number
(FEIN) is: _____
(if applicable)

Social Security Number: _____
(if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement)
3. My name is: _____
(PRINT Name of individual signing this document)

and my relationship to the entity is: _____
(President, General Partner, etc. as applicable)
4. I understand that a "public entity crime" as defined in §287.133(1)(g), Florida Statutes means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that to be "convicted" or "conviction" as defined in §287.133(1)(b), Florida Statutes, means a finding of guilt and conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere (also known as a plea of "No Contest").

6. I understand that an "affiliate" as defined in §287.133(1)(a), Florida Statutes means:
- (a) A predecessor or successor of a person or a corporation convicted of a public entity crime; or
 - (b) An entity under the control of any natural person who is active in the management of the entity and which has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima-facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a "person" as defined in §287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)
- 1. _____ Neither the entity submitting the sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.
 - 2. _____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989 and (Please now indicate which additional statement below applies):
 - A. _____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order)

B. _____ The person or affiliate was placed on the convicted list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order)

C. _____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Florida Department of General Services)

Signature (of person whose **Printed** Name
first appears above)

Date

STATE OF _____

COUNTY OF _____

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared ☐ physical presence or ☐ online notarization, on _____ as _____, of _____, an organization authorized to do business in the State of Florida, and acknowledged and executed the foregoing statement as the proper official of _____ for the use and purposes mentioned in it and affixed the official seal of the entity, and that the instrument is the act and deed of that entity. He/she is personally known to me or has produced _____ as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this _____ day of _____, 2021.

Notary Seal

Signature of Notary Public

Printed Name of Notary Public

EXHIBIT "C"

NON-COLLUSION AFFIDAVIT

The undersigned Proposer has not divulged, discussed or compared his/her/its Response with any other Proposer, and has not colluded with any other Proposer or party to this Request for Proposals whatsoever.

Signature of Proposer

PRINT Name of Proposer

Title

_____, 2021
Date

STATE OF _____

COUNTY OF _____

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared ☐ physical presence or ☐ online notarization, on _____ as _____, of _____, an organization authorized to do business in the State of Florida, and acknowledged and executed the foregoing statement as the proper official of _____ for the use and purposes mentioned in it and affixed the official seal of the entity, and that the instrument is the act and deed of that entity. He/she is personally known to me or has produced _____ as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this _____ day of _____, 2021.

Notary Seal

Signature of Notary Public

Printed Name of Notary Public

EXHIBIT "D"

DRUG-FREE WORKPLACE CERTIFICATION FORM

Whenever two (2) or more bids/proposals, which are equal with respect to price, quality, and service, are received by the CITY OF DANIA BEACH for the procurement of commodities or contractual services, a bid/proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of controlled substances is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in number (1).
4. In the statement specified in number (1), notify the employees that as a condition for working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction on or plea of guilty or no contest to any violation of Chapter 893, Florida Statutes or of any controlled substance law of the United States or any singular state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

This Certification is submitted by _____ the
(PRINT Name of Authorized Agent)

_____ of _____

(Title)

(Proposer Name)

who does certify that said Company has implemented a drug-free workplace program, which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

Date

Signature

EXHIBIT “E”

ACKNOWLEDGMENT OF ADDENDA

The Proposer acknowledges the receipt of the following addenda issued by the City and incorporated into and made part of the RFP. In the event the Proposer fails to include any such addenda in the table below, submission of this form shall constitute acknowledgment of receipt of all addenda, whether or not received by the Proposer.

ADDENDUM NUMBER	DATE RECEIVED	PRINT NAME	TITLE	SIGNATURE (BLUE INK ONLY)

EXHIBIT “F”

REFERENCE LIST

FIVE (5) MUNICIPALITIES FOR WHICH PROPOSER PERFORMED SIMILAR SERVICES WITHIN THE PAST THREE (3) YEARS

The following is a list of at least five (5) references from municipalities for which Proposer provided similar services to those sought in this RFP in the past three (3) years:

1. Name of Entity for which services were performed: _____
Brief Description of Scope of Services: _____
Amount of Contract Award: _____
Status of Contract: _____
Contact Name: _____
Telephone Number: _____
2. Name of Entity for which services were performed: _____
Brief Description of Scope of Services: _____
Amount of Contract Award: _____
Status of Contract: _____
Contact Name: _____
Telephone Number: _____
3. Name of Entity for which services were performed: _____
Brief Description of Scope of Services: _____
Amount of Contract Award: _____
Status of Contract: _____
Contact Name: _____
Telephone Number: _____
4. Name of Entity for which services were performed: _____
Brief Description of Scope of Services: _____
Amount of Contract Award: _____
Status of Contract: _____
Contact Name: _____
Telephone Number: _____
5. Name of Entity for which services were performed: _____
Brief Description of Scope of Services: _____
Amount of Contract Award: _____
Status of Contract: _____
Contact Name: _____
Telephone Number: _____

EXHIBIT “G”

CERTIFICATION TO ACCURACY OF PROPOSAL

The Proposer, by executing this form, certifies and attests that all forms, affidavits and documents related to the document that it has enclosed in the Proposal in support of its Proposal are true and accurate. Failure by the Proposer to attest to the truth and accuracy of such forms, affidavits and documents shall result in the Proposal being deemed non-responsive and such Proposal will not be considered.

By submitting a response to do the work, the Proposer certifies that a careful review of the RFP has taken place and that the Proposer is fully informed and understands the requirements of the RFP and the expected Agreement and the quality and quantity of services to be performed.

The undersigned individual, being duly sworn, deposes and says that:

- A. He/She is _____ of _____, the Proposer that has submitted the attached Proposal;
- B. He/She is fully informed respecting the preparation and contents of the attached Proposal and of all forms, affidavits and documents submitted in support of such Proposal;
- C. All forms, affidavits and documents submitted in support of this Proposal and included in this Proposal are true and accurate;
- D. No information that should have been included in such forms, affidavits and documents has been omitted; and
- E. No information that is included in such forms, affidavits or documents is false or misleading.

EXHIBIT "G"
CERTIFICATION TO ACCURACY OF PROPOSAL
(continued)

Signature (Blue ink only)

Print Name

Title

Date

STATE OF _____)

COUNTY OF _____)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared ☐ physical presence or ☐ online notarization, on _____ as _____, of _____, an organization authorized to do business in the State of Florida, and acknowledged and executed the foregoing Statement as the proper official of _____ for the use and purposes mentioned in it and affixed the official seal of the entity, and that the instrument is the act and deed of that entity. He/she is personally known to me or has produced _____ as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this _____ day of _____, 2021.

Notary Seal

Signature of Notary Public

Printed Name of Notary Public



Landscape Maintenance
14030 SW 20th ST | Davie, FL 33325
Phone: (954) 868-8350
samlandscapes@gmail.com

August 22, 2021

City of Dania Beach
Citywide Landscaping Services RFP NO. 21-017
100 West Dania Beach Boulevard
Dania Beach, FL 33004

Re: Citywide Landscaping Services RFP NO. 21-017

On behalf of Sam's Landscape Maintenance, Inc. we are pleased to respond to the City of Dania Beach
"Citywide Landscaping Services, RFP #21-017".

List of Locations as set forth in Attachment A (see attached pricing sheets)

- GROUND AND RIGHT-OF-WAY MAINTENANCE - \$553,930.00 Five Hundred Fifty-Three Thousand, Nine Hundred Thirty Dollars and Zero Cents.
- BSO SITES AND FEC RAILWAY SERVICE - \$165,570.00 One Hundred Sixty-Five Thousand, Five Hundred Seventy Dollars and Zero Cents.

Grand total proposed amount for above equals to **\$719,500.00 – Seven Hundred Nineteen Thousand, Five Hundred Dollars and Zero Cents.**

Sincerely,

Sabino Di Liddo Jr.

Sam's Landscape Maintenance

BSO Sites and FEC Railway Service		Scope of Work: mowing, edging, weed control, weed eating, cleanup	RFP NO. 21-017		
No.	Facility Name		Active		Yearly
FEC Railway			Hours	Monthly	
1	Griffin Rd to Sheridan East and West Side	Swale right of ways (10 feet from tracks)	1	\$1,994.00	\$23,928.00
					\$23,928.00
BSO Sites					
1	Old Water Tower	At end of SW 2nd Ter	0.5	\$91.50	\$1,098.00
2	RR Tracks - SW 4th Ct.	East side swale SW 3rd St South to SW 4th Ter	1.5	\$274.50	\$3,294.00
3	Alley	SW 3rd St to SW 4th Ct	1	\$183.00	\$2,196.00
4	Alley	North Side SW 4th Ter to SW 4th Ct	1	\$183.00	\$2,196.00
5	Alley	South Side SW 4th Ter to SW 4th Ct	1	\$183.00	\$2,196.00
6	RR Tracks	SW 7th Ter South to SW 9th St	1	\$183.00	\$2,196.00
7	West Cementery South Side Fence Line	Fence line West of cementery	0.5	\$91.50	\$1,098.00
8	Billboard	Sheridan St and Dixie Hwy	0.5	\$91.50	\$1,098.00
9	Billboard	Between vacant lot and warehouse W Dixiey Hwy North of Sheridan St.	1	\$183.00	\$2,196.00
10	RR Tracks	Dixie Hwy to Sheridan St	0.5	\$91.50	\$1,098.00
11	Dixie Hwy End Cap/Dixie Hwy/SW 13th St.	SE of Kwik Stop food store	0.5	\$91.50	\$1,098.00
12	Dixie Hwy End Cap/Dixie Hwy/SW 12th St.	Across from cementery	0.5	\$91.50	\$1,098.00
13	Dixie Hwy End Cap/Dixie Hwy/SW 11th St.	Across from cementery	0.5	\$91.50	\$1,098.00
14	End Cap	Sheridan St at SW 4th Ave	0.5	\$91.50	\$1,098.00
15	Dixie Hwy	West side swale Dixie Hwy to Sheridan St.	0.5	\$91.50	\$1,098.00
16	End Cap	Sheridan St at SW 3rd Ave	0.5	\$91.50	\$1,098.00
17	End Cap	Sheridan St at SW 2nd Ave	0.5	\$91.50	\$1,098.00
18	Circle	SW 2nd Ave/SW 3rd St	0.5	\$91.50	\$1,098.00
19	Circle	SW 2nd Ave/SW 4th St	0.5	\$91.50	\$1,098.00
20	Circle	SW 2nd Ave/SW 7th St	0.5	\$91.50	\$1,098.00
21	Circle	SW 2nd Ave/SW 12th St	0.5	\$91.50	\$1,098.00
22	Circle	SW 2nd Ave/SW 14th St	0.5	\$91.50	\$1,098.00
23	Alley	SW 5th Ave at SW 1st St	0.5	\$91.50	\$1,098.00
24	Pippin Waiter Lot/SW 6th Ave	115 Phippen Waiters Rd	0.5	\$91.50	\$1,098.00
25	Pippin Waiter Lot/SW 6th Ave	119 Phippen Waiters Rd	0.5	\$91.50	\$1,098.00
26	Pippin Waiter Lot/SW 6th Ave	121 Phippen Waiters Rd	0.5	\$91.50	\$1,098.00
27	Pippin Waiter Lot/SW 6th Ave	123 Phippen Waiters Rd	0.5	\$91.50	\$1,098.00
28	Pippin Waiter Lot/SW 6th Ave	125 Phippen Waiters Rd	0.5	\$91.50	\$1,098.00
29	Alley	SW 1st St at SW 6th Ave	0.5	\$91.50	\$1,098.00
30	Dead End	SW 7th Ave South of SW 1st St	0.5	\$91.50	\$1,098.00
31	SW 2nd Ave	East and West medians South of Stirling Rd	0.5	\$91.50	\$1,098.00
32	Patch	North side of SW 1st St at SW 8th Ave	1	\$183.00	\$2,196.00
33	Lot	701 SW 12th Ave/J A Ely Blvd	0.5	\$91.50	\$1,098.00
34	Lot	705 SW 12th Ave/J A Ely Blvd	0.5	\$91.50	\$1,098.00
35	Lot	711 SW 12th Ave/J A Ely Blvd	0.5	\$91.50	\$1,098.00
36	Patch	Griffin Rd at US 1 Under Sign	0.5	\$91.50	\$1,098.00
37	Circle	NW 2nd St at Collins Elementary School	1	\$183.00	\$2,196.00
38	End of Road	NW 8th Ave/NW 1st St	1	\$183.00	\$2,196.00
39	Vacant Lot	608 W Dania Bch Blvd/NW 6th Ave	0.5	\$91.50	\$1,098.00
40	Vacant Lot	S Bryan Rd East of S Bearing St - South of Boat Storage	1	\$183.00	\$2,196.00
41	Swale	East Side - Bryan Rd South of Boat Club	0.5	\$91.50	\$1,098.00
42	BCT Lot	NW 3rd Ave/NW 1st St	1	\$183.00	\$2,196.00
43	Swale	SE side NW 3rd Ave/NW 1st St	1	\$183.00	\$2,196.00
44	Lot	NW 14th Way across from Mildred Jones Park	0.5	\$91.50	\$1,098.00
45	Alley	NE 1st Ave between NE 2nd St and NE 1st St	0.5	\$91.50	\$1,098.00
46	End Cap	NE 2nd Ave/NE 3rd St on seawall	1	\$183.00	\$2,196.00
47	Swale	East Side of Rd - NE 3rd Ave from NE 2nd St to canal	1.5	\$274.50	\$3,294.00
48	Dania Farms	East Side of US-1 from FPL sub-station to Griffin Rd	1	\$183.00	\$2,196.00
49	US-1	West Side of Road Old Griffin Rd to Griffin Rd	1	\$183.00	\$2,196.00
50	Beach Circle	Dania Beach Blvd and Cambridge St and N Ocean Dr	1	\$183.00	\$2,196.00
51	Beach Diamond	Dania Bch Blvd & Cambridge St	1	\$183.00	\$2,196.00
52	Beach Bridge	Dania Bch Blvd West Side of Bridge	1	\$183.00	\$2,196.00
53	Beach Bridge	Dania Bch Blvd East Side of Bridge	3	\$549.00	\$6,588.00
54	Beach Sand Dunes	East of N Beach Rd	2	\$366.00	\$4,392.00
55	Beach Hedge	West of Rd	2	\$366.00	\$4,392.00
56	Beach Hedge	Center of Rd	2	\$366.00	\$4,392.00
57	Beach Hedge	East of Rd	1	\$183.00	\$2,196.00
58	1950 NE 7th Ave - Exit	North and South side of exit	1	\$183.00	\$2,196.00
59	760 Taylor Rd	Swales	1	\$183.00	\$2,196.00
60	Swales	Taylor Rd and US-1	0.5	\$91.50	\$1,098.00
61	Greenway	SE 14th St West of SE 5th Ave behind Walmart	0.5	\$91.50	\$1,098.00
62	End Cap	SE 8th St West of SE 2nd Ave	0.5	\$91.50	\$1,098.00
63	Alley	East of Amour motel SE 10th Ter	1	\$183.00	\$2,196.00
64	BSO Bomb	5251 SW 31st Ave	0.5	\$91.50	\$1,098.00
65	Swale	SW 31st Ave - East Side Griffin Rd South to end of lake	1	\$183.00	\$2,196.00
66	Alley	5471 Ravenswood Rd	0.5	\$91.50	\$1,098.00
67	Alley and Dead End Cap	SW 54th St and Ravenswood Rd	0.5	\$91.50	\$1,098.00
68	End Cap	SW 27th Ave/Park Rd North of SW 53rd Ct	0.5	\$91.50	\$1,098.00
69	Swale	North side of SW 55th St from Park Rd East to SW 25th Ave	0.5	\$91.50	\$1,098.00
70	Swale	West side of SW 25th Ave from SW 55th St North to SW 54th St	0.5	\$91.50	\$1,098.00
71	Swale	North side of SW 54th St from SW 25th Ave to SW 24th Ave	1	\$183.00	\$2,196.00
72	Swale	North side of N Lake Dr from SW 24th Ave to SW 21st Way	0.5	\$91.50	\$1,098.00
73	Avon Isles	Center median and swales North of Griffin Rd/SW 34th Ave & SW 34th	0.5	\$91.50	\$1,098.00
74	End Cap	Canal on SW 47th Ct West of SW 42nd Ave	0.5	\$91.50	\$1,098.00
75	Medians	Medians on SW 42nd Ave from SW 47th Ct North to end of center medi	0.5	\$91.50	\$1,098.00
76	SW 40th Ave	East and West medians from Griffin Rd South to SW 49th Ct	0.5	\$91.50	\$1,098.00
77	Boater's Park	South swale at SW 45th St - SW 30th Ave to Hidden Harbour Ct.	0.5	\$91.50	\$1,098.00
78	Swale	East Side of Rd - SW 27th Ter/SW 52nd St	1	\$183.00	\$2,196.00
79	Vacant lot	SW 46th Ct South to Griffin Rd	0.5	\$91.50	\$1,098.00
80	End Cap	SW 25th Ave/SW 49th St	0.5	\$91.50	\$1,098.00
81	Golf Course	North Side Drain Ditch on SW 53rd Ct	2.5	\$457.50	\$5,490.00
82	Vacant Lot	Old Griffin Rd at NW 4th Ave	0.5	\$91.50	\$1,098.00
83	Alley	NW 10th St to NW 8th St between NW 8th Ave and NW 9th Ave	0.5	\$91.50	\$1,098.00
					\$141,642.00
				Grand Total	\$165,570.00

Grounds and Right-of-Way Maintenance				RFP NO. 21-017											
								Inactive Season (8 months)				Active Season (4 months)			
								August-March				April-July			
Item No.	Facility Name	Address	Scope of Work: mowing, edging, weed control, weed eating, fertilization, cleanup	Bi-Weekly Visit	Committed Staff-Hours per Visit	Bi-Weekly Price	Annual Total	Bi-Weekly Visit	Committed Staff-Hours per Visit	Bi-Weekly Price	Annual Total	Grand Total-Annual			
Major Facilities															
1	City Hall/Library	100 West Dania Beach Blvd	mowing, edging, weed control, weed eating, fertilization, cleanup	1	1.5	100	\$2,600.00	2	2	200	\$5,200.00	\$7,800.00			
2	Parking Garage	49 Park Avenue East			1	100	\$2,600.00		1.5	150	\$3,900.00	\$6,500.00			
3	Police Station 93	4601 SW 30th Avenue			2	115	\$2,990.00		2.5	287.5	\$7,475.00	\$10,465.00			
4	SW Center	1201 Stirling Road			1.5	100	\$2,600.00		2	200	\$5,200.00	\$7,800.00			
5	Boisey Waiters	1399 Stirling Road			1	20	\$520.00		1.5	30	\$780.00	\$1,300.00			
6	Fire Station	116 W Dania Beach Blvd			1	100	\$2,600.00		1.5	150	\$3,900.00	\$6,500.00			
7	Municipal Marina incl. Promenade	North Beach Road			1	85	\$2,210.00		1.5	127.5	\$3,315.00	\$5,525.00			
8	Swanson House	102 W Dania Beach Blvd			1	85	\$2,210.00		1.5	127.5	\$3,315.00	\$5,525.00			
9	Women's Club	117 NW 1st Ave			1	100	\$2,600.00		1.5	150	\$3,900.00	\$6,500.00			
10	BSO Police Station	803 NW 1st St			1	100	\$2,600.00		1.5	150	\$3,900.00	\$6,500.00			
11	The Patch	1201 W Dania Beach Blvd	2	115	\$2,990.00	2.5	287.5	\$7,475.00	\$10,465.00						
Parks Maintenance															
12	Frost Park	300 NE 2nd Street	mowing, edging, weed control, weed eating, fertilization, cleanup	1	2.5	185	\$4,810.00	2	3	555	\$14,430.00	\$19,240.00			
13	CW Thomas Park	100 NW 10th Street			2	185	\$4,810.00		2.5	462.5	\$12,025.00	\$16,835.00			
14	PJ Meli Park	2901 SW 52nd Street			4	200	\$5,200.00		4.5	900	\$23,400.00	\$28,600.00			
15	Chester Byrd Park	1021 SW 12th Avenue			1.5	100	\$2,600.00		2	200	\$5,200.00	\$7,800.00			
16	Mulikin Park	230 SW 1st Court			1	85	\$2,210.00		1.5	127.5	\$3,315.00	\$5,525.00			
17	IT Parker	901 NE 3rd Street			1.5	60	\$1,560.00		2	120	\$3,120.00	\$4,680.00			
18	Mildred Jones Park	NW 14th Way			1	45	\$1,170.00		1.5	67.5	\$1,755.00	\$2,925.00			
19	Centennial Park	SW 3rd Place/SW 4th Avenue			1	45	\$1,170.00		1.5	67.5	\$1,755.00	\$2,925.00			
20	Tigertail Park	Ravenswood Rd/Gulfstream Way			1	55	\$1,430.00		1.5	82.5	\$2,145.00	\$3,575.00			
21	Dania Cove Park	4480 SW 25th Terrace			2	110	\$2,860.00		2.5	275	\$7,150.00	\$10,010.00			
22	Linear Park	SE 5th Avenue incl. wetlands to East			3	110	\$2,860.00		3.5	385	\$10,010.00	\$12,870.00			
23	Griffin Marine Park	SW 30th Avenue			1	100	\$2,600.00		1.5	150	\$3,900.00	\$6,500.00			
24	West Cemetery	1251 SW 4th Avenue			3	250	\$6,500.00		3.5	875	\$22,750.00	\$29,250.00			
25	East Cemetery	324 W Dixie Highway			4	250	\$6,500.00		4.5	1125	\$29,250.00	\$35,750.00			
26	Dania Beach Grill Area	North Beach Road			2	125	\$3,250.00		2.5	312.5	\$8,125.00	\$11,375.00			
27	Beach Parking including Medians	North Beach Road			2.5	150	\$3,900.00		3	450	\$11,700.00	\$15,600.00			
28	CRA Community Gardens (PATCH) including adjacent swales on both sides of W Dania Beach Blvd	NW 1st Street			2		150		\$3,900.00	2.5		375	\$9,750.00	\$13,650.00	
29	Park	38 NW 8th Ave			1		95		\$2,470.00	1.5		142.5	\$3,705.00	\$6,175.00	
30	Northside Garden Park	NW 10th Street/NW 9th Ave/end of street/south side of road including swales			1		65		\$1,690.00	1.5		97.5	\$2,535.00	\$4,225.00	
31	Frost Park	Cut ball fields weekly June - November			2		95		\$2,470.00	2.5		237.5	\$6,175.00	\$8,645.00	
32	PJ Meli Park	Cut ball fields weekly June - November	3		95	\$2,470.00	3.5		332.5	\$8,645.00	\$11,115.00				
Streets Maintenance				From	To	Scope of Work									
33	Stirling Road	Center medians US-1 to Bryan Rd	US-1		medians only	1	110	\$2,860.00	1.5	165	\$4,290.00	\$7,150.00			
34	Griffin Road	Center medians US-1 monument sign to 43rd Ave	SW 34th Drive		medians and ramps on I-95	4	150	\$3,900.00	4.5	675	\$17,550.00	\$21,450.00			
35	US1	Center medians and islands Old Griffin Rd to Sheridan St	Sheridan Street		landscape strip both sides of the road and median	4	150	\$3,900.00	4.5	675	\$17,550.00	\$21,450.00			
36	US1	Center medians Old Griffin Rd to Griffin Rd	Griffin Road		both sides of road and median incl RR ROW	1	150	\$3,900.00	1.5	225	\$5,850.00	\$9,750.00			
37	SR 84 (Marina Mile)	Center medians I-95 West to SW 30th Ave	I-595 Bridge		under the bridge on I-595, medians and landscape strip on new River Greenway	2	150	\$3,900.00	2.5	375	\$9,750.00	\$13,650.00			
38	Dania Beach Blvd	US-1 East to bridge	FDOT Circle on A1A		medians, both sides of the road except mangroves, FDOT circle	2.5	110	\$2,860.00	3	330	\$8,580.00	\$11,440.00			
39	SW 53rd Ct	South side swale Ravenswood Rd West to SW 31st Ave	SW 31st Avenue		south side of the road	1	85	\$2,210.00	1.5		127.5	\$3,315.00	\$5,525.00		
40	Inlet Road	Swale W Marina Drive to Gregory Rd to SW 58th Pl	SW 31st Avenue		south side of the road	0.5	70	\$1,820.00	1		70	\$1,820.00	\$3,640.00		
41	SW 31st Avenue	Swale Griffin Rd to SW 54th St	SW 58th Place		east side of the road	0.5	70	\$1,820.00	1		70	\$1,820.00	\$3,640.00		
42	Lakeshore Drive	Center medians Stirling Rd North to Marina Dr	West Marina Drive		medians only	0.5	70	\$1,820.00	1		70	\$1,820.00	\$3,640.00		
43	NW 8th Avenue	West side islands NW 1st St North to NW 2nd St and SE island at NW 1st St corner	community garden		both sides of the road including BSO site	1	60	\$1,560.00	1.5		90	\$2,340.00	\$3,900.00		
44	Phippin Walters Road	Swales Stirling Rd South to Dixie Hwy	Intx West Dixie Highway/Railway		both side of the road	2	85	\$2,210.00	2.5		212.5	\$5,525.00	\$7,735.00		
45	SW 4th Avenue	West side swale Stirling Rd South to Dixie Hwy	Sheridan Road		west side of the road and RR ROW	2	100	\$2,600.00	2.5		250	\$6,500.00	\$9,100.00		
46	Gulfstream Road	East side swale Weiners MHP North to Harbortowne Marina	NE 3rd Street		east side of the road	0.5	85	\$2,210.00	1		85	\$2,210.00	\$4,420.00		
47	SW 4th Avenue	West side swale Dixie Hwy South to Sheridan St	Stirling Road		west side of the road	2	85	\$2,210.00	2.5		212.5	\$5,525.00	\$7,735.00		
48	NW 4th Avenue	East side swale SW 1st St North to Griffin Rd	Old Griffin Road		both side of the road	2	85	\$2,210.00	2.5		212.5	\$5,525.00	\$7,735.00		
49	West Dania Beach Blvd	South side swale NW 10th Ct to end of road	end of Street		south side of the road including swales	1.5	85	\$2,210.00	2		170	\$4,420.00	\$6,630.00		
50	Fronton Blvd	Center medians Dania Beach Blvd to NE 2nd St				1	55	\$1,430.00	1.5		82.5	\$2,145.00	\$3,575.00		
51	Griffin Rd I-95 Ramps	NE, NW, SE, SW swales entrance and exit ramps				2	100	\$2,600.00	2.5		250	\$6,500.00	\$9,100.00		
52	Griffin Rd	North side Berm and bottom of bridge				1	100	\$2,600.00	1.5		150	\$3,900.00	\$6,500.00		
53	Collins Elementary School	Swales in front of school from NW 9th Ave to NW 10th Ct				1	55	\$1,430.00	1.5		82.5	\$2,145.00	\$3,575.00		
54	NE 2nd St	North side swale Fronton Blvd to NE 3rd Ave				1	55	\$1,430.00	1.5		82.5	\$2,145.00	\$3,575.00		
55	Ravenswood Rd	Swales and center islands Griffin Rd to Stirling				1	50	\$1,300.00	1.5		75	\$1,950.00	\$3,250.00		
56	Dania Beach Blvd bridge at A1A	Medians				1.5	100	\$2,600.00	2		200	\$5,200.00	\$7,800.00		
57	SW 1st Ave at SW 1st St	Five islands on corner of intersection				1	60	\$1,560.00	1.5		90	\$2,340.00	\$3,900.00		
58	Lagoon Dr	West side swale 58th Pl North to 57th St				1	55	\$1,430.00	1.5		82.5	\$2,145.00	\$3,575.00		
59	NE 5th Ave	Greenway and planters Dania Beach Blvd to NE 2nd Ave				0.5	60	\$1,560.00	1		60	\$1,560.00	\$3,120.00		
60	N Park Rd	Swales underneath power lines				0.5	60	\$1,560.00	1		60	\$1,560.00	\$3,120.00		
61	Melaleuca Gardens	Griffin Rd entrance at NW 10th St East and West sides and South island				1	55	\$1,430.00	1.5		82.5	\$2,145.00	\$3,575.00		
62	Griffin Rd Sound Barrier	Griffin Rd from Dania Beach cutoff canal East to US-1				2	55	\$1,430.00	2.5		137.5	\$3,575.00	\$5,005.00		
63	Stirling Road I-95 Ramps	NE,NW entrance and exit ramp swales				2.5	100	\$2,600.00	3		300	\$7,800.00	\$10,400.00		
64	Bryan Rd Island	Southernmost island at Bryan Rd and Stirling Rd				0.5	60	\$1,560.00	1		60	\$1,560.00	\$3,120.00		
Total												\$553,930.00			



Landscape Maintenance
14030 SW 20th ST | Davie, FL 33325
Phone: (954) 868-8350
samlandscapes@gmail.com

Executive Summary

Sam's Landscape Maintenance, Inc., is a licensed and insured family run commercial grounds landscape maintenance company, operating out of Davie, FL. The business was started by Sabino Di Liddo, Sr. as Sam Di Liddo Landscaping in Orange, NJ in 1969, serving central and northern New Jersey for 12 years. In 1981 the company relocated to Dania, Florida and established itself in Broward County.

Sam's Landscape Maintenance has provided exceptional, quality landscape maintenance services in South Florida for over 40 years as evidenced by their long-standing satisfied client base which consists of marinas, shopping centers, industrial parks, condominiums, as well as a city municipality. Services provided include but are not limited to; lawn maintenance (cutting, weeding, edging, blowing), hedge trimming, fertilization, weed and pest control, tree trimming and disposal, landscape design and installation, flower installation, as well as hurricane clean-up.

Sabino Di Liddo, Jr. currently oversees the day-to-day operations as President of Sam's Landscape Maintenance, Inc., and has always worked alongside his father with the basics of lawn maintenance. In 1986 at age 16, he dedicated himself to working for the company full time. He later became licensed in tree work and has earned several certificates/licenses in Broward County/State of Florida, which enables the company to provide full landscape maintenance services.

Anticipated timeline to begin delivery of services

Sam's Landscape Maintenance is ready and able to begin services as soon as a fully executed Contract is reached between the City of Dania Beach and Sam's Landscape Maintenance, Inc.

Approach

It is Sam's Landscape Maintenance's objective to provide quality service to the City staff and residents of Dania Beach, by ensuring that parks, medians, and city facilities are maintained to the utmost standards. We make ourselves available as needed and adjust our schedule for special events and requirements of the City staff. We take on a proactive approach by communicating to the Landscape Director on matters relating to the maintenance, beautification and safety of the City as needed.

Upon arrival at each site, staff members walk and survey the property and pick up all trash, palm fronds, branches, and debris. In addition, each group of crew members (trimming, cutting, edging, weed eating, and clean-up) are consistently surveying the site for any potential issues, which are then reported to the foreman on site, who then relays to the Landscape Director or City staff member.

Resumes

Sabino Di Liddo, Sr. - Owner

Founder of Sam's Landscape Maintenance is owner and operator since 1969 - present. Oversees critical decisions on a daily basis involving personnel, equipment, and inventory purchase with a passion in his lifelong experience in agriculture.



Landscape Maintenance

Sabino Di Liddo, Jr. - President

Sabino aka Sam licensed in tree trimming, fertilizing, and landscape and ornamental pest control, is an integral part of the organization. Sam's responsibilities include but are not limited to management, purchasing, estimating, customer service, accounting, landscape design, foreman, sales/marketing.

Frank Di Liddo - Treasurer

Frank has been with Sam's Landscape Maintenance for over 15 years and performs and oversees the crew's maintenance duties in the field. He is an important part of the decision-making process in day-to-day operations.

Michael Di Liddo - Foreman

Michael has been with Sam's Landscape Maintenance for over 30 years and performs and oversees the details of job completion and quality control in the field.

Walter Velasquez – Supervisor

Walter has been with Sam's Landscape Maintenance for over five years and supervises crew members and performs various maintenance duties in the field, including quality control.

References

City of Dania Beach – Dania Beach, FL
Carl Kallicharan
954-643-8685

Scope of services: Lawn cutting, edging, blowing, weed eating, trash pick-up, fertilizing, hedge, and shrub trimming, clean up, weed control of facilities, parks, medians, swales, lots, roadways, railway, and various sites throughout the city.

Westrec Marinas (Harbour Towne/Haulover/Hall of Fame) – Dania Beach/N.Miami/Fort Lauderdale, FL
Dale Snyder
954-260-1719

Scope of services: Lawn cutting, edging, blowing, weed eating, trash pick-up, fertilizing, tree trimming and disposal, hedge and shrub trimming, landscape installation, mulching, clean up, weed control of grounds of three marinas.

Beverly Hills Condominium – Hollywood, FL
Marie Nolan
954-962-0121

Scope of services: Lawn cutting, edging, blowing, weed eating, trash pick-up, fertilizing, tree trimming and disposal, hedge and shrub trimming, landscape installation, mulching, clean up, weed control of grounds of condominium complex.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/26/2021

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 have ADDITIONAL INSURED provisions or 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 Levay Mack Insurance Group 7251 W. Palmetto Park Rd Suite 206 Boca Raton FL 33433	CONTACT NAME: Annmar Chambers PHONE (A/C, No, Ext): (561) 674-0774 FAX (A/C, No): (561) 674-0775 E-MAIL ADDRESS: achambers@levaymack.com
INSURED Sam's Landscape Maintenance, Inc. 14030 SW 20 Street Davie FL 33325	INSURER(S) AFFORDING COVERAGE INSURER A: Hallmark Specialty Insurance Company INSURER B: Retail First Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** CL2122642482**REVISION NUMBER:**

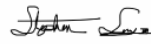
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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 INSD	SUBR 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 ☐ PRO-JECT ☐ LOC OTHER:	Y		G094027861	02/27/2021	02/27/2022	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 \$ Included	
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$	
							BODILY INJURY (Per person) \$	
							BODILY INJURY (Per accident) \$	
							PROPERTY DAMAGE (Per accident) \$	
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$	
							AGGREGATE \$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		0520-56732	10/11/2020	10/11/2021	☒ PER STATUTE ☐ OTH-ER	
	E.L. EACH ACCIDENT \$ 100,000							
	E.L. DISEASE - EA EMPLOYEE \$ 100,000							
	E.L. DISEASE - POLICY LIMIT \$ 500,000							

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

The certificate holder is Additional Insured with regards to General Liability when required by written agreement.

CERTIFICATE HOLDER**CANCELLATION**

City of Dania Beach 100 W. Dania Beach Blvd. Dania Beach FL 33004	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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CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Bids and Proposals

Continued from:

Requested Action (Identify appropriate Action or Motion)

ADOPT RESOLUTION AWARDING A CONTRACT FOR MANAGEMENT CONSULTING SERVICES TO GOVERNMENT SERVICES GROUP, INC. (GSG), UNDER STATE OF FLORIDA MANAGEMENT CONSULTING SERVICES CONTRACT #80101500-20-1, FOR THE ADMINISTRATION OF AMERICAN RESCUE PLAN ACT (ARPA) FUNDS, AND TO EXCEED THE ANNUAL VENDOR THRESHOLD AMOUNT OF TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00) FOR EACH YEAR THE CONTRACT IS IN EFFECT

Purchasing Requests ONLY

Dept:

Acct #:

Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

Memo R-2021- ARPA Management Consulting Services, R-2021- Government Services Group, Inc. (GSG) Contract for Administration of American Rescue Plan Act (ARPA) Funds (Under State of FL Contract), GSG Agreement - American Rescue Plan (ARP) 2021



**CITY OF DANIA BEACH
DEPARTMENT OF FINANCE
MEMORANDUM**

DATE: November 9, 2021

TO: Honorable Mayor and Commissioners

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

VIA: Frank DiPaolo, Finance Director

SUBJECT: Approve a resolution awarding a contract for management consulting services to Government Services Group, Inc. (GSG) under State of Florida Management Consulting Services Contract #80101500-20-1 for the administration of American Rescue Plan Act (ARPA) funds

REQUEST

The Finance Department requests approval of a resolution awarding a contract for management consulting services to Government Services Group, Inc. (GSG) under State of Florida Management Consulting Services Contract #80101500-20-1 for the administration of American Rescue Plan Act (ARPA) funds.

BACKGROUND

On September 28, 2021, the City Commission authorized the use of State of Florida Management Consulting Services Contract #80101500-20-1 for selection of a consultant to assist in the administration of American Rescue Plant Act (ARPA) funds.

In accordance with Florida Department of Management Services State Term Contract procedures, the City sent eight requests for quotations (RFQ) to approved firms on the State Contract list. The requests were sent on October 5, 2021 and responses were due on October 15, 2021. In total, the City received one response from Government Services Group, Inc. (GSG), who provides management consulting services to many Florida municipalities, and is currently providing ARPA consulting to local cities of Margate, Deerfield Beach, and Lighthouse Point.

The attached proposal from GSG lays out a comprehensive and focused plan to ensure the City maximizes its use of ARPA funds to have the biggest impact on the City's residents, businesses, local economy, and public infrastructure. Their proposal includes services to be provided from the execution of an agreement through March 2025, and the proposed total cost is \$464,760, fully recoverable under the ARPA.

The Finance Department recommends utilizing the State of Florida term contract for management consulting services as it will ensure that the City not only complies with best practices for procurement, but also partners with a competent, State-qualified firm who will effectively administer and facilitate execution of the ARPA award.



Resolution approving the ranking of qualified audit firms and authorizing the City Administration to negotiate an agreement with Keefe McCullough for audit services for FY2021, FY2022, FY2023, FY2024, and FY2025

ATTACHMENTS

Resolution
Proposal from GSG
Draft agreement from GSG

BUDGETARY IMPACT

The total proposed cost of management consulting services is \$464,760 and is fully recoverable under the City's \$16 million ARPA award. Their cost is based on a proposed work plan and their hourly rate for services for varied professional levels, as set forth in the State Term Contract.

RECOMMENDATION

Approve the resolution awarding a contract for management consulting services to Government Services Group, Inc. (GSG) under State of Florida Management Consulting Services Contract #80101500-20-1 for the administration of American Rescue Plan Act (ARPA) funds.

RESOLUTION NO. 2021-176

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AWARDING A CONTRACT FOR MANAGEMENT CONSULTING SERVICES TO GOVERNMENT SERVICES GROUP, INC. (GSG), UNDER STATE OF FLORIDA MANAGEMENT CONSULTING SERVICES CONTRACT #80101500-20-1, FOR THE ADMINISTRATION OF AMERICAN RESCUE PLAN ACT (ARPA) FUNDS, AND TO EXCEED THE ANNUAL VENDOR THRESHOLD AMOUNT OF TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00) FOR EACH YEAR THE CONTRACT IS IN EFFECT; 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, the Coronavirus State and Local Fiscal Recovery Fund (SLFRF) component of the American Rescue Plan Act (ARPA) provides \$19.53 billion to support thousands of non-entitlement units of local government, which are local governments typically serving a population under 50,000, which funding will provide a critical source of relief for local governments, like the City of Dania Beach, many of which have not received direct fiscal assistance from the federal government since the onset of the COVID-19 pandemic; and

WHEREAS, the City of Dania Beach has been awarded an allocation of Sixteen Million One Hundred Sixty-Three Thousand Forty-Eight Dollars (\$16,163,048.00) and has received one-half of the funding; and

WHEREAS, on September 28, 2021, the City Commission authorized the use of State of Florida Management Consulting Services Contract #80101500-20-1 for selection of a consultant to assist in the administration of ARPA funds; and

WHEREAS, in accordance with Florida Department of Management Services State Term Contract procedures, the City sent eight (8) requests for quotations (RFQ) to approved firms on the State Contract list, and the City received one response from Government Services Group, Inc. (GSG), which provides management consulting services to many Florida municipalities, and is currently providing ARPA consulting to local cities of Margate, Deerfield Beach, and Lighthouse Point; and

WHEREAS, the proposal from GSG lays out a comprehensive and focused plan to ensure the City maximizes its use of ARPA funds to have the biggest impact on the City's residents, businesses, local economy, and public infrastructure; and

WHEREAS, the proposal includes services to be provided from the date of execution of an agreement through March 2025, and the proposed total cost is Four Hundred Sixty Four Thousand Seven Hundred Sixty Dollars (\$464,760.00), which is fully recoverable; and

WHEREAS, the Finance Department recommends awarding a contract to GSG under the State of Florida term contract for management consulting services as it will ensure that the City not only complies with best practices for procurement, but also partners with a competent, State-qualified firm which will effectively administer and facilitate execution of the ARPA award;

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

Section 1. That the above "Whereas" clauses are true and correct, and they are made a part of and are incorporated into this Resolution by this reference.

Section 2. That all resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 3. That the provision of ARPA consulting services are awarded to GSG and the City Administration is authorized to execute the necessary documents.

Section 4. That the total proposed cost of management consulting services is Four Hundred Sixty Four Thousand Seven Hundred Sixty Dollars (\$464,760.00), which cost is fully recoverable under the City's \$16.16 million ARPA award; it is based on a proposed work plan, and the hourly rate for services for varied professional levels, as set forth in the State Term Contract and the proposal from GSG, which proposal is made a part of and incorporated by this reference into this Resolution as "Exhibit A".

Section 5. That this Resolution shall be in force and take immediately upon its passage and adoption.

PASSED AND ADOPTED on November 9, 2021.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (the "Agreement") is entered into this ____ day of _____, 2021, by and between the City of Dania Beach (the "City"), and Government Services Group, Inc. ("GSG"), a Florida corporation.

WITNESSETH

WHEREAS, GSG is well qualified and experienced in assisting local government with the development and implementation of services related to the American Rescue Plan (ARP) and have agreed to make themselves available to provide professional services to assist the City in preparing and implementing its ARP plan; and

WHEREAS, GSG shall furnish specialized professional services directly to City staff;

NOW, THEREFORE, in consideration of the work to be performed and the payment for the performance of the work, and of the mutual covenants contained herein and the mutual benefits to flow each unto the other, and for other good and valuable consideration, the Parties agree as follows:

TERMS

1. Recitals.

The recitals and all statements contained herein are hereby incorporated into and made part of this Agreement.

2. Services to be Performed by GSG.

GSG shall, in conjunction with the general direction of the office of the Finance Director, City Attorney or their representative designees, provide the professional services described in the Scope of Services attached and incorporated by reference into this Agreement as Appendix A in order to assist the City in the development of the ARP Project.

3. Term of the Agreement and Time Requirements.

This Agreement shall become effective upon the signature by the duly authorized representative of the City and GSG for the Fiscal Year 2022-ARP Project and shall remain in effect for the completion of the City's ARP related services, or until completion of the program on December 31, 2024, whichever date is later. GSG shall promptly begin and diligently provide the professional services contemplated in this Agreement in accordance with the project objectives. Accordingly, time is of the essence of this Agreement. The agreement may be extended for two (2) year as mutually agreed upon by both parties.

4. Schedule of Fees.

For services to be provided hereunder by GSG, GSG shall work based on a "not to exceed" fee estimate and is based on the level of effort required to implement the services requested by the City as described in the Scope of Services in Appendix A. Except as noted below, this fee estimate includes reimbursement for all out-of-pocket expenses.

The fee for professional services for Phase One includes two (2) on-site visits by GSG staff to the City. For Phase Two, and for any meetings in Phase One exceeding two meetings, any on-site meetings may be arranged at the hourly rates provided below. All expenses related to additional meetings will be billed in accordance with Section 112.061, Florida Statutes. If necessary, in lieu of on-site visits, periodic telephone conference calls or “WebEx” type meetings may be scheduled to discuss project status.

The hourly rates for GSG are as follows:

GOVERNMENT SERVICES GROUP, INC.	
Principal	\$250
Senior Consultant	\$185
Consultant	\$150
Junior Consultant.....	\$115

The City is responsible for any and all social media posting, technology enhancements or hosting fees, newspaper publications, including, but not limited to, making arrangements for publications and any costs associated therewith.

5. **Cooperation of the City.**

It shall be the obligation of the City to timely provide GSG with all reasonably required information, data and records necessary to complete the ARP Project.

The scope of services contemplated herein contemplates that the City will timely provide the necessary budget background information or data required to develop the ARP Project, timely provide staff to conduct internal follow-up and provide swift policy direction regarding various components of the ARP Project.

6. **Documents.**

All documents, electronic media, and other data developed by GSG in connection with the ARP Project shall be reproduced and made available to the City by GSG at any time upon request of the City. When any work contemplated under this Agreement is completed or for any reason is terminated prior to completion, all of the above data shall be timely reproduced and delivered to the City upon written request.

7. **Termination.**

The City reserves the right to terminate this Agreement at any time and for any reason, by written notice. In the event of termination prior to the completion of the ARP Project provided for by this Agreement, such termination shall in no way prejudice the payments due to GSG for services rendered, provided that the termination is not due to a default on the part of GSG. The City, at its sole option, may decide not to move forward at any time, The City shall solely be responsible for the professional fees and expenses actually incurred through the date GSG is notified of termination then being due and payable.

8. **Default Provision.**

In the event that GSG shall fail to comply with each and every term and condition of this Agreement, or fail to perform any of the terms and conditions contained herein, then, the City, in addition to all other remedies available by law, at its sole option, and upon thirty (30) days prior written notice to GSG, may cancel and terminate this Agreement.

9. **Conflict of Interest.**

GSG covenants that no person under their employ who presently exercises any functions or responsibilities in connection with this Agreement has any personal financial interest, direct or indirect, with the City. GSG covenants that, in the performance of this Agreement, no person having such conflicting interests shall be employed. Any such interests on the part of GSG or its employees must be disclosed in writing to the City. Also,

GSG is aware of the conflict of interest laws of the State of Florida, and agrees that it shall fully comply in all respects with the terms of said laws.

10. Award of Agreement.

GSG warrants that it has neither employed nor retained any company or person to solicit or secure this Agreement, that it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, or gifts or any other consideration contingent upon or resulting from the award or making of this Agreement.

GSG also warrants that to the best of its knowledge and belief no office holder or employee of the City is interested directly or indirectly in the profits or emoluments of this Agreement.

11. Entire Agreement.

This Agreement represents the entire and integrated agreement between the City and GSG and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument executed by the City and GSG. The parties hereto agree that this Agreement shall be construed and enforced according to the laws, statutes and case law of the State of Florida, and the parties stipulate venue shall be in Broward County, Florida.

12. Successors and Assigns.

This Agreement shall be binding upon the parties hereto and their respective heirs, executors, legal representatives, successors and assigns.

13. Insurance.

GSG shall maintain during the terms of this Agreement professional liability insurance in a minimum amount of \$1,000,000 covering all liability arising out of the terms of this Agreement, and add the City as an additional insured.

GSG agrees to, in the performance of work and services under this Agreement, comply with all federal, state, and local laws and regulations now in effect, or hereinafter enacted during the term of the agreement that are applicable to GSG, its employees, agents, or subcontractors, if any, with respect to the work and services described in this AGREEMENT. GSG shall obtain at GSG's expense all necessary insurance in such form and amount as required by this Proposal or by the City's Risk Manager before beginning work under the Agreement. GSG shall maintain such insurance in full force and effect during the life of the Agreement. GSG shall provide to the City's Risk Manager current certificates of all insurance required under this section prior to beginning any work under the Agreement. GSG shall indemnify and save the City harmless from any damage resulting to it for failure of a GSG to obtain or maintain such insurance.

The following are required types and minimum limits of insurance coverage, which the GSG agrees to maintain during the term of this contract:

The Contractor (the term "Contractor" refers to the successful GSG in this AGREEMENT) shall not commence Work under the Agreement until Contractor has obtained all insurance required in this AGREEMENT, and not until such time that the coverages are approved by the Risk Manager of the City. The Contractor shall not allow any employee of Contractor or any Subcontractor to commence Work on any subcontract until the subcontractor and all Coverages required of any subcontractor have been obtained and approved in writing by the Risk Manager of the City. In addition, Contractor shall be responsible for any and all policy deductibles and self-insured retentions.

The following are requirements that must be met regarding the GSG's delivery of Certificates of Insurance for all coverages required in the Agreement:

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“Special Provisions”, as referenced below under each type of insurance requirement shall be fully confirmed on or attached to the Official certificates.

All Certificates of Insurance must clearly identify the agreement to which they pertain, including a brief description of the subject matter of the agreement. The certificates shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty (30) days’ prior written notice has been given to City. If this coverage is not provided, then Contractor is responsible for such notice to City. Insurance policies for required coverages shall be issued by companies authorized to do business under the laws of the State of Florida and any such companies’ financial ratings must be no less than A-VII in the latest edition of the “BEST’S KEY RATING GUIDE”, published by A.M. Best Guide. In the event that the insurance carrier’s rating shall drop, the insurance carrier shall immediately notify the City in writing.

Coverages shall be in force until all Work required to be performed under the terms of the Agreement, including any applicable warranty period, is satisfactorily completed as evidenced by the formal written acceptance by the City. In the event insurance certificates provided to City indicate that the insurance shall terminate and lapse during the period of the Agreement, including any applicable warranty period, then in that event, the Contractor shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed Certificate of Insurance as proof that equal and like coverages for the balance of the period of the Agreement, including any extension of it, and including any applicable warranty period, is in effect.

THE CONTRACTOR AND ANY SUBCONTRACTOR SHALL NOT PERFORM OR CONTINUE WORK PURSUANT TO THE AGREEMENT, UNLESS ALL COVERAGES REMAIN IN FULL FORCE AND EFFECT. ANY DELAY IN THE WORK CAUSED BY A LAPSE IN COVERAGE SHALL BE NON-EXCUSABLE, SHALL NOT BE GROUNDS FOR A TIME EXTENSION, AND WILL BE SUBJECT TO ANY OTHER APPLICABLE PROVISIONS DESCRIBED IN THE AGREEMENT OR ELSEWHERE IN THE PROPOSAL DOCUMENTS CONCERNING CONTRACTOR DELAY.

The below coverages are minimum limit requirements. Umbrella or Excess Liability policies are acceptable to provide the total required liability limits, as long as the Risk Manager of the City reviews and approves in writing the insurance limits on each of the policies. The City must approve any changes to these specifications and has the right to review and amend coverage requirements. The Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements. Contractor shall be responsible for any deductible amounts.

Comprehensive General Or Commercial Liability Insurance is to include bodily injury, broad form property damage, products/completed operations, blanket contractual liability, and personal/advertising injury with limits of no less than One Million Dollars (\$1,000,000.00) per occurrence, and Two Million Dollars (\$2,000,000.00) annual aggregate. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability policy, without restrictive endorsements, as filed by the Insurance Services Office.

Special Provisions As To General Liability Insurance: (to be confirmed on or attached to the Official Certificate of Insurance)

- * Annual Aggregate shall apply “Per Job”;
- “The City of Dania Beach, Florida” is added as a named “Additional Insured”;
- Additional Insured status is included for Products completed operations coverage for a period of no less than five (5) years following the completion of the Work;
- Additional insured coverage shall be no more restrictive than Insurance Services Office (ISO) form

CG 2037 (07 04);

- Contractor's insurance shall be primary and non-contributory;
- Waiver of Subrogation in favor of the City;
- 30 Days' Notice of Cancellation or modification to City (if not available on the insurance policies, then Contractor has responsibility for notification); and
- Copy of Additional Insured Endorsement or other endorsements may be attached to the Certificate.

Workers' Compensation Insurance shall be maintained by Contractor and any subcontractors during the life of the Agreement, including any applicable warranty period(s), and it is to apply to all "statutory employees" of Contractor (as that phrase is defined by Chapter 440, Florida Statutes), in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws, for the benefit of the Contractor, its employees, and Subcontractors. In the case any work is sublet as otherwise addressed in the Agreement or Proposal Documents, the Contractor shall require any Subcontractors similarly to provide Workers' Compensation Insurance for all of the latter's employees, in addition to any coverage afforded by the Contractor, by furnishing statutory limits Part A, and no less than \$100,000/\$100,000/\$500,000 Employers' Liability limits Part B.

- In no event shall the Contractor be permitted to utilize in the prosecution of the work, the following: i) any employee, subcontractor or subcontractor employee who is exempted or purported to be exempt from workers' compensation insurance coverage; or ii) any employee, subcontractor or subcontractor employees who will be covered by an employee leasing arrangement.
- Special Provisions As To Workers' Compensation Insurance: (to be confirmed on or attached to the Official Certificate of Insurance)
- 30 Days' Notice of Cancellation or modification to City (if not available on the insurance policies, then Contractor has responsibility for notification) including on professional liability insurance; and
- Waiver of Subrogation.
- Business Automobile Liability Insurance shall be maintained, per occurrence with combined single limits for Bodily Injury Liability and Property Damage Liability of no less than One Million Dollars (\$1,000,000.00), to include coverage for owned, hired, and non-owned vehicles. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office.
- Special Provisions As To Automobile Liability Insurance: (to be confirmed on or attached to the Official Certificate of Insurance)
- "The City of Dania Beach" is added as a named "Additional Insured";
- 30 Days' Notice of Cancellation or modification to City (if not available on the insurance policies, then Contractor has responsibility for notification); and Waiver of Subrogation.
- Subcontractor Insurance. Contractor is advised to require all of its subcontractors to provide the aforementioned coverage as well as any other coverages that the Contractor may consider necessary, and any deficiency in the coverages or policy limits of any subcontractors will be the sole responsibility of the Contractor.

14. **Nondiscrimination in Employment.**

GSG shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin, handicap or marital status. GSG shall take affirmative action to ensure that applicants are employed, without regard to their race, color, religion, sex, age, national origin, handicap or marital status. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. GSG agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by its personnel officer setting forth the provisions of this equal opportunity clause.

15. Independent Contractor.

GSG and its employees and agents and any sub-consultants and their employees and agents, shall be deemed to be independent contractors and not agents or employees of the City; and shall not attain any rights or benefits generally afforded classified or unclassified employees; further they shall not be deemed to be entitled to Florida Workers' Compensation benefits as employees of the City.

16. Non-Delegability.

It is understood and agreed that the obligations undertaken by GSG pursuant to this Agreement shall not be delegated or assigned to any other person or firm without the City's prior written consent, which may be withheld at City's sole discretion.

17. Best Efforts.

GSG covenants and agrees to use its best efforts to assist in accomplishing the City's objectives. Because the state of the law is always subject to change, GSG cannot provide any indemnification or guarantee relative to any challenge to the validity of the ARP program. GSG's obligation is to share their experience and provide their best efforts providing a reasonable analysis and approach to the development of the ARP program. Errors or omissions in the development of any deliverable will be addressed, with the permission of the City, by developing remedies and procedures for the City within any implementation documents that are developed for or adopted by the City. Any remedy or cure resulting from an administrative error or omission by GSG and the direct costs related thereto shall be provided by GSG at no additional charge to the City.

18. Notices.

All notices or other communications which shall or may be given pursuant to this Agreement shall be in writing and shall be delivered by personal service, or by registered mail addressed to the other party at the address indicated herein or as the same may be changed from time to time. Such notice shall be deemed given on the day on which personally served; or, if by mail, on the fifth day after being posted (return receipt requested) or the date of actual receipt, whichever is earlier.

CITY OF DANIA BEACH:
Thomas Schneider
City Clerk
City of Dania Beach
100 W Dania Beach Blvd
Dania Beach FL 33004
Phone: 954-924-6800
Fax: 954-921-2604

GOVERNMENT SERVICES GROUP, INC.:
David Jahosky
Vice President
Government Services Group, Inc.
1500 Mahan Drive, Suite 250
Tallahassee, FL 32308
Phone: 850-681-3717
Fax: 850-224-7206

19. Amendments.

No amendments to this Agreement shall be binding on either party unless in writing and signed by both parties.

20. Venue and Waiver of Jury Trial.

Venue for any claim, action or proceeding arising out of this contract shall be Broward County, Florida. **THE PARTIES KNOWINGLY, VOLUNTARILY AND UNEQUIVOCALLY WAIVE THEIR RIGHT TO A TRIAL BY JURY FOR ANY CLAIMS WHETHER IN CONTRACT, TORT OR STATUTE, ARISING OUT OF OR RELATING TO THIS AGREEMENT.**

21. State Law Application.

The law of the State of Florida shall be the law applied in the resolution of any action, claim or other proceeding arising out of this contract.

22. Records.

- A. As a condition of receiving state or federal financial assistance, and as required by sections 20.055(6)(c) and 215.97(5)(b), Florida Statutes, the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Contractor which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Contractor's personnel for the purpose of interview and discussion related to such documents. For the purposes of this section, the term "Contractor" includes employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement.
- B. The Contractor shall maintain all records related to this Agreement for the period of time specified in the appropriate retention schedule published by the Florida Department of State. Information regarding retention schedules can be obtained at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>.
- C. Florida's Government in the Sunshine Law (section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) all meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and (3) minutes of the meetings must be taken and promptly recorded.
- D. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by Florida Statute, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: Thomas Schneider, City Clerk and Custodian of Public Records, tschneider@daniabeachfl.gov 954-924-6800 ext. 3624, 100 W Dania Beach Blvd, Dania Beach FL 33004.

23. Lobbying Prohibition.

- A. 2 CFR §200.450 prohibits reimbursement for costs associated with certain lobbying activities.
- B. Section 216.347, Florida Statutes, prohibits "any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency."
- C. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state

agency.

D. The Contractor certifies the following:

- i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
- ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Contractor must complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."
- iii. The Contractor must require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Contractors shall certify and disclose.
- iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

24. **Miscellaneous Provisions.**

- A. Title and paragraph headings are for convenient reference and are not a part of this Agreement.
- B. In the event of conflict between the terms of this Agreement and any terms or conditions contained in any other documents, the terms in this Agreement shall rule.
- C. No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.
- D. Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida or City of Dania Beach, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable to conform with such laws, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect.

25. **Public Records Act.**

The parties acknowledge and agree to fulfill all obligations respecting required contract provisions in any contract entered into or amended after July 1, 2016, in full compliance pursuant to Section 119.0701, *Florida Statutes*, and obligations respecting termination of a contract for failure to provide public access to public records. The parties expressly agree specifically that the contracting parties hereto shall comply with the requirements within Appendix "B" attached hereto and incorporated by reference.

26. **Required Contractual Provisions.**

A. COPELAND ANTI-KICKBACK ACT

- i. The Contractor hereby agrees that, unless exempt under Federal law, it will incorporate or cause

to be incorporated into any contract for construction work, or modification thereof, the following clause:

“Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 CFR pt. 3 as may be applicable, which are incorporated by reference into this contract.”

- ii. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause in subsection b(i) above and such other clauses as the Secretary may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 CFR § 5.12.

B. CONTRACT WORK HOURS AND SAFETY STANDARDS

If the Contractor, with the funds authorized by this Agreement, enters into a contract that exceeds \$100,000 and involves the employment of mechanics or laborers, then any such contract must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40

U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

C. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

If the Contractor, with the funds authorized by this Agreement, enters into a contract that exceeds \$150,000, then any such contract must include the following provision:

“Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).”

D. SUSPENSION AND DEBARMENT

If the Contractor, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following provisions:

- i. This contract is a covered transaction for purposes of 2 CFR pt. 180 and 2 CFR pt. 3000. As such the contractor is required to verify that neither the contractor, its principals (defined at 2 CFR § 180.995), nor its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935).
- ii. The contractor must comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered

transaction into which it enters.

- iii. This certification is a material representation of fact relied upon by the Division. If it is later determined that the contractor did not comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, in addition to remedies available to the Division, the Federal Government may pursue available remedies, including, but not limited to, suspension and/or debarment.
- iv. The bidder or GSG agrees to comply with the requirements of 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or GSG further agrees to include a provision requiring such compliance in its lower tier covered transactions.

E. BYRD ANTI-LOBBYING AMENDMENT

If the Contractor enters into a contract using funds authorized by this Agreement, then any such contract must include the following clause:

“Byrd Anti-Lobbying Amendment, 31 USC § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Recipient.”

27. Attachments. The parties agree to, and incorporate as though set forth fully herein, the following exhibits and attachments:

Appendix A. GSG’s Response to American Rescue Plan Act Implementation, AGREEMENT-PM-232-2021

Appendix B. Certification Regarding Lobbying

Appendix C. Certification Pursuant to Florida Statute 287.135

Appendix D. E-Verify Form under Section 448.095, Florida Statutes

IN WITNESS WHEREOF, the parties to this Agreement have, through their proper and duly authorized officials, executed this Agreement, on _____, day of _____, 2021.

GOVERNMENT SERVICES GROUP, INC.

By: _____ (SEAL)
David G. Jahosky, Vice President

ATTEST:

CITY OF DANIA BEACH

By: _____
Tamara James, Mayor

ATTEST:

Office of the City Clerk

Approved as to Form

City Attorney

GSG'S RESPONSE TO
AMERICAN RESCUE PLAN ACT IMPLEMENTATION
AGREEMENT-PM-232-2021

Attachment B
Certification Regarding Lobbying
Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned Contractor, David G. Jahosky, Vice President for Government Services Group Inc., certifies to the best of his knowledge that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence any officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. Sec. 1352 (as amended by the Lobbying Disclosure Act of 119). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, David G. Jahosky, Vice President for Government Services Group Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Contractor understands and agrees that the provisions of 31 U.S.C. Sec. 3801 et seq. apply to his certification and disclosure, if any.

By: David G. Jahosky

Signature: _____

Title: Vice President

Date: _____

ATTACHMENT C**CERTIFICATION PURSUANT TO FLORIDA STATUTE 287.135**

I, _____, on behalf of _____,

Print Name and Title

Company Name

Certify that _____ does not:

Company Name

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel List; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Consultant of the City's determination concerning the false certification. The Consultant shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Consultant does not demonstrate that the City's determination of false certification was made in error, then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute 287.135.

Section 287.135, Florida Statutes, prohibits the City from: 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and 2) Contracting with companies for goods or services over \$1,000,000.00 that are on either the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Consultant, I hereby certify that the company identified above in the section entitled "Consultant Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Company Name

Signature

Print Name

Title

ATTACHMENT D**E-VERIFY FORM UNDER SECTION 448.095, FLORIDA STATUTES**

Project Name: MANAGEMENT CONSULTING SERVICES FOR THE AMERICAN RESCUE PLAN ACT

Project No.: _____

1. Definitions:

“*Contractor*” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. “*Contractor*” includes, but is not limited to, a vendor or consultant.

“*Subcontractor*” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

“E-Verify system” means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

2. Effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Dania Beach. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with the City of Dania Beach; and

Should vendor become the successful Contractor awarded for the above-named project, by entering into the contract, the Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract.

2. Contract Termination

a) If the City has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09 (1) Fla. Stat., the contract shall be terminated.

b) If the City has a good faith belief that a subcontractor knowingly violated s. 448.095 (2), but the Contractor otherwise complied with s. 448.095 (2) Fla. Stat., shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.

- c) A contract terminated under subparagraph a) or b) is not a breach of contract and may not be considered as such.
- d) Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination.
- e) If the contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

Company Name:
Authorized Signature:
Print Name:
Title
Date:
Phone:

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2021, by _____ on behalf of _____. He/she is personally known to me or has produced _____ as identification.

NOTARY PUBLIC

(Name of Notary Typed, Printed or Stamped)

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Bids and Proposals

Continued from:

Requested Action (Identify appropriate Action or Motion)

ADOPT RESOLUTION APPROVING THE RANKING OF QUALIFIED AUDIT FIRMS AND AUTHORIZING THE CITY ADMINISTRATION TO NEGOTIATE AN AGREEMENT WITH KEEFE MCCULLOUGH FOR AUDIT SERVICES FOR FISCAL YEAR 2021 THROUGH FISCAL YEAR 2025 AND TO EXCEED THE CITY'S ANNUAL VENDOR THRESHOLD TOTAL AMOUNT OF TWENTY FIVE THOUSAND DOLLARS (\$25,000.00)

Purchasing Requests ONLY

Dept:

Acct #:

Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

Memo R-2021- Audit Services RFP Ranking, R-2021- Audit Services RFP Ranking and Agreement with Keefe McCullough, 2021 City of Dania Beach Engagement Letter



**CITY OF DANIA BEACH
DEPARTMENT OF FINANCE
MEMORANDUM**

DATE: November 9, 2021

TO: Honorable Mayor and Commissioners

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

VIA: Frank DiPaolo, Finance Director

SUBJECT: Resolution approving the ranking of qualified audit firms and authorizing the City Administration to negotiate an agreement with Keefe McCullough for audit services for FY2021, FY2022, FY2023, FY2024, and FY2025

REQUEST

The Finance Department requests approval of a resolution approving the ranking of qualified audit firms and authorizing the City Administration to negotiate an agreement with Keefe McCullough for audit services for FY2021, FY2022, FY2023, FY2024, and FY2025.

BACKGROUND

On June 8, 2021, the City Commission authorized the Finance Department to solicit proposals from qualified audit firms to conduct the annual audit of the City and CRA and appointed a committee consisting of Commissioner Lauren Odman and three local government finance practitioners.

In accordance with Florida Statutes, the committee met on August 4 2021 to finalize the format of the request for proposals (RFP) document and the RFP was formally issued on August 9, 2021

Proposals from the following firms were received on September 9, 2021

Caballero Fierman Llerena & Garcia LLP
S. Davis & Associates P.A
Marcum LLP
Keefe McCullough

Based upon the committee's initial rankings, the top two firms were separated by a very close point margin and the committee elected to hear oral presentations from Keefe McCullough and Marcum LLP.

Following presentations, the committee finalized the rank of the top three firms as follows:

1. Keefe McCullough
2. Marcum LLP
3. Caballero Fierman Llerena & Garcia LLP



Resolution approving the ranking of qualified audit firms and authorizing the City Administration to negotiate an agreement with Keefe McCullough for audit services for FY2021, FY2022, FY2023, FY2024, and FY2025

The Finance Department recommends that the City Commission accept these rankings and authorize the City Administration to negotiate final terms with Keefe McCullough, the top ranked firm. The initial engagement is a five-year term with three optional renewal years.

ATTACHMENTS

Resolution
Engagement Letter from Keefe McCullough

BUDGETARY IMPACT

The proposal from Keefe McCullough is within the FY2022 budget appropriations for audit services.

RECOMMENDATION

Approve the resolution approving the ranking of qualified audit firms and authorizing the appropriate City officials to negotiate an agreement with Keefe McCullough for audit services for FY2021, FY2022, FY2023, FY2024, and FY2025.

RESOLUTION NO 2021-177

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE RANKING OF QUALIFIED AUDIT FIRMS AND AUTHORIZING THE CITY ADMINISTRATION TO NEGOTIATE AN AGREEMENT WITH KEEFE MCCULLOUGH FOR AUDIT SERVICES FOR FISCAL YEAR 2021 THROUGH FISCAL YEAR 2025 AND TO EXCEED THE CITY'S ANNUAL VENDOR THRESHOLD 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, on June 8, 2021, the City Commission authorized the Finance Department to solicit proposals from qualified audit firms to conduct the annual audit of the City and CRA and appointed a committee consisting of Commissioner Lauren Odman and three local government finance practitioners; and

WHEREAS, in accordance with Florida Statutes, the committee met on August 4, 2021, to finalize the format of the request for proposals (RFP) document and the RFP was formally issued on August 9, 2021; and

WHEREAS, proposals from firms were received on September 9, 2021, from Caballero Fierman Llerena & Garcia LLP; S. Davis & Associates P.A; Marcum LLP; Mauldin & Jenkins LLC and Keefe McCullough; and

WHEREAS, the initial rankings were separated by a close point margin and the Committee elected to hear oral presentations from Keefe McCullough and Marcum LLP; and

WHEREAS, following the presentations, the committee finalized the rank of the top three (3) firms as follows:

1. Keefe McCullough
2. Marcum LLP
3. Caballero Fierman Llerena & Garcia LLP; and

WHEREAS, the Finance Department recommends that the City Commission accept these rankings and authorize the City Administration to negotiate final terms with the top ranked firm Keefe McCullough to provide audit services for a five (5) year term with three (3) optional one-year renewal terms;

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

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

Section 2. That all resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 3. That the City Administration is authorized to negotiate final terms and execute an agreement with Keefe McCullough for the audit of fiscal years 2021 through 2025, with three (3) optional one year renewal terms, as set forth in the Engagement Letter which is attached as Exhibit “A” and is made a part of and incorporated into this Resolution by this reference.

Section 4. The compensation to Keefe McCullough is within the FY2022 budget appropriations for audit services.

Section 5. That expenditures under the agreement with Keefe McCullough are authorized to exceed the annual vendor threshold amount of Twenty-Five Thousand Dollars (\$25,000.00) for each year the contract is in effect and funding is available in the 2021-2022 fiscal budget.

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

PASSED AND ADOPTED on November 9, 2021.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY



October 28, 2021

Ms. Ana M. Garcia, City Manager
and Members of the City Commission
City of Dania Beach, Florida
100 W Dania Beach Blvd
Dania Beach, FL 33004

Dear Ms. Garcia and Members of the City Commission:

We are pleased to confirm our understanding of the services we are to provide the City of Dania Beach, Florida (the "City") for the years ending September 30, 2021, 2022, 2023, 2024 and 2025, with the option of three (3) additional one (1) year renewals. We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of the City as of and for the years ending September 30, 2021, 2022, 2023, 2024 and 2025, with the option of three (3) additional one (1) year renewals. Accounting standards generally accepted in the United States of America provide for certain required supplementary information, such as management's discussion and analysis (MD&A), to supplement the City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis.
2. Budgetary Comparison Schedules.
3. GASB - Required Supplementary Pension Schedules.
4. Other Post-Employment Health Care Benefits (OPEB) Schedules.

SOUTH FLORIDA BUSINESS JOURNAL

We have also been engaged to report on supplementary information other than RSI that accompanies the City's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements:

1. Schedule of Expenditures of Federal Awards and State Financial Assistance, if applicable.
2. Combining and Individual Non-Major Fund Financial Statements and Budgetary Comparison Schedules.

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information:

1. Introductory Section
2. Statistical Section

We will also issue a stand-alone financial statement for the Dania Beach Community Redevelopment Agency for the years ending September 30, 2021, 2022, 2023, 2024 and 2025, with the option of three (3) additional one (1) year renewals.

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on-

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and projects and an opinion (or disclaimer of opinion) on compliance with federal and state statutes, regulations, and the terms and conditions of federal awards and state projects that could have a direct and material effect on each major program and project in accordance with the Single Audit Act Amendments of 1996, Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) and the Department of Financial Services State Projects Compliance Supplement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance and Chapter 10.550, Rules of the Auditor General report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance and Chapter 10.550, Rules of the Auditor General. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; the provisions of the Uniform Guidance; Chapter 10.550, Rules of the Auditor General, and will include tests of accounting records, a determination of major program(s) and projects(s) in accordance with the Uniform Guidance and Chapter 10.550, Rules of the Auditor General, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our single audit. Our reports will be addressed to the Honorable Mayor, Members of the City Commission and the City Manager. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

We will not audit the financial statements of the City of Dania Beach Police and Firefighters Pension Plan. These financial statements will be included as part of the Fiduciary Fund totals and also combining statements. These financial statements will be audited by other independent auditors whose report will be furnished to us, and our opinion, insofar as it relates to the amounts included in the City's Annual Comprehensive Financial Report, will be based solely on the reports of the other independent auditors.

Audit Procedures-General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs/projects. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a single audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards and state financial assistance; federal and state award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures-Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance and Chapter 10.550, Rules of the Auditor General, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program and state project. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance and Chapter 10.550, Rules of the Auditor General.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, the Uniform Guidance and Chapter 10.550, Rules of the Auditor General.

Audit Procedures-Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance and Chapter 10.550, Rules of the Auditor General requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable federal and state statutes, regulations, and the terms and conditions of federal and state awards applicable to major programs and projects. Our procedures will consist of tests of transactions and other applicable procedures described in the OMB Compliance Supplement and Chapter 10.550, Rules of the Auditor General for the types of compliance requirements that could have a direct and material effect on each of the City's major programs and projects. The purpose of these procedures will be to express an opinion on the City's compliance with requirements applicable to each of its major programs and projects in our report on compliance issued pursuant to the Uniform Guidance and Chapter 10.550, Rules of the Auditor General.

Other Services

We will also assist in preparing the financial statements, schedule of expenditures of federal awards and state financial assistance, and related notes of the City in conformity with U.S. generally accepted accounting principles, the Uniform Guidance and Chapter 10.550, Rules of the Auditor General based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards and state financial assistance, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for (1) designing, implementing, establishing and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal and state awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards and state financial assistance, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal and state statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance and Chapter 10.550, Rules of the Auditor General, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance and Chapter 10.550, Rules of the Auditor General, it is management's responsibility to evaluate and monitor noncompliance with federal and state statutes, regulations, and the terms and conditions of federal and state awards, take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and to prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review during our preliminary work.

You are responsible for identifying all federal and state awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards and state financial assistance (including notes and noncash assistance received) in conformity with the Uniform Guidance and Chapter 10.550, Rules of the Auditor General. You agree to include our report on the schedule of expenditures of federal awards and state financial assistance in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards and state financial assistance. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards and state financial assistance that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards and state financial assistance in accordance with the Uniform Guidance and Chapter 10.550, Rules of the Auditor General; (2) you believe the schedule of expenditures of federal awards and state financial assistance, including its form and content, is stated fairly in accordance with the Uniform Guidance and Chapter 10.550, Rules of the Auditor General; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards and state financial assistance.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported, on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards and state financial assistance, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards and state financial assistance, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards and state financial assistance, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the Federal Audit Clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

We will provide copies of our reports to the City; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Keefe McCullough and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the Auditor General or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Keefe McCullough personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

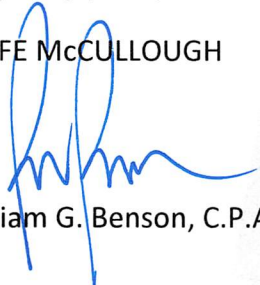
The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the agencies listed above. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Our proposed fees are included in RFP 21-021 for Professional Auditing Services as Appendix D, a copy of which is also attached. Our invoices for these services will be rendered each month as work progresses and are payable on presentation.

We appreciate the opportunity to be of service to the City of Dania Beach, Florida and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

KEEFE McCULLOUGH


William G. Benson, C.P.A.

RESPONSE:

This letter correctly sets forth the understanding of the City of Dania Beach, Florida.

Signature

Title

Print Name

Date

APPENDIX D

SCHEDULE OF PROFESSIONAL FEES AND EXPENSES

FOR THE AUDIT OF THE FISCAL YEAR 2021, 2022, 2023, 2024, 2025
FINANCIAL STATEMENTS

ALL-INCLUSIVE PROPOSED COST

The following cost proposal form is a not-to-exceed amount for providing independent audit services, issuing an opinion, and publishing an Annual Comprehensive Financial Report. Please note that pricing will be ranked based on the audit of financial statement component only.

ALL-INCLUSIVE PROPOSED COST TO CONDUCT AUDIT	AUDIT OF FINANCIAL STATEMENTS	SINGLE AUDIT/PROGRAM SPECIFIC AUDIT (PER PROGRAM)	DBCRA AUDIT
a. FY 2020-2021	\$ 42,000	\$ 3,000	\$ 12,000
b. FY 2021-2022	\$ 42,000	\$ 3,000	\$ 12,000
c. FY 2022-2023	\$ 44,000	\$ 3,000	\$ 12,000
d. FY 2023-2024	\$ 44,000	\$ 3,000	\$ 12,000
e. FY 2024-2025	\$ 46,000	\$ 3,000	\$ 12,000
OPTIONAL RENEWAL YEARS *			
f. FY 2025-2026	\$ 46,000	\$ 3,000	\$ 12,000
g. FY 2026-2027	\$ 48,000	\$ 3,000	\$ 12,000
h. FY 2027-2028	\$ 48,000	\$ 3,000	\$ 12,000
Hourly rate for additional work	The blended hourly rate on the attached schedule is \$138 per hour.		

*Please provide pricing for all years above, including the optional renewal years.

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Ordinance

Continued from:

Requested Action (Identify appropriate Action or Motion)

ADOPT ORDINANCE APPROVING THE REQUEST MADE BY LEIGH ROBINSON KERR & ASSOCIATES, INC, AGENT FOR THE PROPERTY OWNER FRANMAR PROPERTIES OF SOUTH FLORIDA, LLC, TO REZONE PROPERTY LOCATED BETWEEN RAVENSWOOD ROAD AND SW 22ND AVENUE NORTH OF SW 42ND STREET, DANIA BEACH, FLORIDA, AS LEGALLY DESCRIBED IN EXHIBIT “A”; CHANGING THE CURRENT ZONING CLASSIFICATION OF THE PROPERTY FROM RS-6000 AND C-3 TO IROM-AA (APPLICATION NO. RZ-063-21), SUBJECT TO CERTAIN RESTRICTIONS

Purchasing Requests ONLY

Dept:

Acct #:

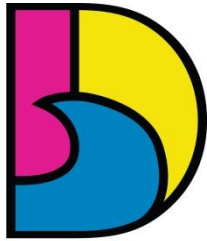
Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

CM RZ-063-21 Academy Bus Rezoning, SR RZ-063-21 Academy Bus Rezoning, O-2021-026 Franmar Properties of South Florida (Academy Bus) Rezoning (RZ-063-31), Location Map, Application Material



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

CITY OF DANIA BEACH COMMUNITY DEVELOPMENT DEPARTMENT MEMORANDUM

DATE: November 9, 2021

TO: Honorable Mayor and Commissioners

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

VIA: Candido Sosa-Cruz, Deputy City Manager
Eleanor Norena, CFM, Director
Corinne Lajoie, AICP, Assistant Director
Richard Lorber, AICP, Planning and Zoning Manager

Digitally signed by Eleanor Norena
DN: cn=Eleanor Norena, o=Community
Development, ou=
email=eleanor@daniasbeachfl.gov, c=US
Date: 2021.10.26 07:51:36 -0400

Digitally signed by Corinne Lajoie
DN: cn=Corinne Lajoie, o=City of Dania Beach, ou=Community
Development, email=corinne@daniasbeachfl.gov, c=US
Date: 2021.10.22 11:02:04 -0400

Digitally signed by Richard Lorber
Date: 2021.10.22 11:11:02 -04'00'

SUBJECT: **RZ-063-21:** The applicant, Leigh Robinson Kerr & Associates, Inc., on behalf of Franmar Properties of South Florida LLC, is requesting rezoning from Single-Family 6000 Residential District (RS-6000) and General Business District (C-3) to Industrial-Research-Office-Marine Airport Approach (IROM-AA) for property generally located on the north side of Southwest 42 Street, between Anglers Avenue/ Ravenswood Road and Southwest 22 Avenue. (Second Reading).

Request

Rezone from Single-Family 6000 Residential District (RS-6000) and General Business District (C-3) to Industrial-Research-Office-Marine Airport Approach (IROM-AA).

Background

The request relates to four parcels totaling approximately 0.8 acres located on the west side of Ravenswood Road just north of SW 42 Street. The applicant operates Academy Bus on the east side of Ravenswood Road, providing charter bus services. The subject area is proposed to be used as an expansion of the existing bus company operations. The applicant is also preparing an annexation petition to the City of Dania Beach for the land to the south of the subject area.

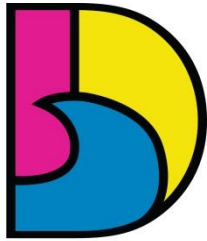
On September 22, 2021, the Planning & Zoning Board voted unanimously to recommend approval of the rezoning. On September 28, 2021, the City Commission approved the ordinance on First Reading.

Budgetary Impact

Approval of the Rezoning will allow the opportunity for the development of the site.

Recommendation

Approve the rezoning on second and final reading.



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

CITY OF DANIA BEACH COMMUNITY DEVELOPMENT DEPARTMENT STAFF REPORT

DATE: November 9, 2021

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

VIA: Candido Sosa-Cruz, Deputy City Manager

FROM: Eleanor Norena, CFM, Director

Eleanor
Norena

Digitally signed by Eleanor Norena
DN: cn=Eleanor Norena,
ou=Community Development, ou,
email=enorena@dania beachfl.gov,
c=US
Date: 2021.10.26 07:51:49 -04'00'

Corinne Lajoie, AICP, Assistant Director
Richard Lorber, AICP, Planning and Zoning Manager

Digitally signed by Corinne Lajoie
DN: cn=Corinne Lajoie, ou=City of Dania
Beach, ou=Community Development,
email=clajoie@dania beachfl.gov, c=US
Date: 2021.10.22 11:30:16 -04'00'

Digitally signed by Richard
Lorber
Date: 2021.10.22 11:11:37 -04'00'

SUBJECT: **RZ-063-21:** The applicant, Leigh Robinson Kerr & Associates, Inc., on behalf of Franmar Properties of South Florida LLC, is requesting rezoning from Single-Family 6000 Residential District (RS-6000) and General Business District (C-3) to Industrial-Research-Office-Marine Airport Approach (IROM-AA) for property generally located on the north side of Southwest 42 Street, between Anglers Avenue/ Ravenswood Road and Southwest 22 Avenue. (Second Reading).

REQUEST

Rezone from Single-Family 6000 Residential District (RS-6000) and General Business District (C-3) to Industrial-Research-Office-Marine Airport Approach (IROM-AA).

PROPERTY INFORMATION

FLUM DESIGNATION:	Industrial
SITE ADDRESS:	North side of Southwest 42 Street, between Anglers Avenue/ Ravenswood Road and Southwest 22 Avenue.
SITE ACREAGE:	0.79 acres
EXISTING USE:	Vacant land
CODE VIOLATIONS:	None

PUBLIC HEARING NOTICE

This item was duly advertised, posted, and noticed pursuant to Article 610 of the Land Development Code.

BACKGROUND

The subject area encompasses four parcels totaling approximately 0.79 acres and is located on the west side of Ravenswood Road just north of SW 42 Street. In addition to the subject area, the applicant/owner owns parcels on the east side of Ravenswood Road that currently operate as Academy Bus (parcel 3) which

provides charter bus services and rentals including service, repair, maintenance, parking, and storage of fully assembled, operational licensed buses and associated offices.

The subject area is proposed to be utilized as an expansion of the existing use described above, which currently exists on the east side of Ravenswood Road. The applicant also owns the parcels immediately to the south of the subject area and depicted on the attached conceptual site plan in blue (unincorporated Broward County), also identified as Parcel 2 on the location map provided. The applicant is in the process of preparing an annexation petition to the City of Dania Beach.

REZONING

Article 645 of the City's Land Development Code (LDC) states, requests for rezoning shall be referred to the Planning and Zoning Board for recommendation and the City Commission shall determine if the application meets the criteria identify in Section 645-40, which are identified below.

- (1) The request is consistent with the city's comprehensive plan; and
- (2) The request is consistent with all applicable redevelopment plans, corridor plans, neighborhood plans, and master plans approved by the city commission; and
- (3) The request would not give privileges not generally extended to similarly situated property in the area, or result in an isolated district unrelated to adjacent or nearby districts; and
 - a. The request furthers the city's adopted community redevelopment plan, if applicable; or
 - b. An error or ambiguity must be corrected; or
 - c. There exists changed or changing conditions which make approval of the request appropriate; or
 - d. Substantial reasons exist why the property cannot be used in accordance with the existing zoning; or
 - e. The rezoning is appropriate for the orderly development of the city and is compatible with existing (conforming) adjacent land uses, and planned adjacent land uses.

The applicant has provided a criteria statement (attached) identifying how their request is consistent with the required criteria in which they make the following statements:

The approval of the request to rezone the subject site to IROM-AA for the expansion of the Academy Bus charter operation is appropriate for the subject site. The future land use is Industrial. The subject site is situated in a predominantly commercial/industrial area, making the site an ideal location for the proposed expansion.

No specific redevelopment plans, corridor plans, neighborhood plans, or master plans apply to the subject site. The proposed IROM-AA district's development standards for the proposed use, or any other use permitted under the IROM-AA district, will ensure that development will be consistent with surrounding properties.

The subject site is not located within a CRA.

Substantial reasons do exist that render the property unable to be used in accordance with the existing C3 and RS-6000 zoning. The future land use is Industrial which conflicts with the RS-6000 zoning. The proposed IROM-AA district is compatible with the Industrial land use and will allow the property to be developed with a use appropriate for the site.

The proposed zoning district will not give privileges not generally extended to similarly situated property in the area. The subject site is currently zoned RS6000 and C3. The future land use is industrial which is compatible with the proposed IROM-AA zoning district. The proposed IROM-AA will permit the proposed use of the site in the same manner that exists on the property under same ownership located on the east side of Ravenswood Road. The proposed IROM-AA is not in conflict with the area which generally includes commercial and industrial districts reflective of the nearby Interstate (I-95) and Fort Lauderdale-Hollywood International Airport.

Community Development staff is in general agreement with the applicant's zoning criteria statement and is supportive of the rezoning request. The current zoning is incompatible with the surrounding land use pattern, and the proposed rezoning makes sense with regard to the compatibility with the adopted future land use plan and the existing land use pattern. The proposed rezoning is consistent with the City's adopted Future Land Use Element, especially Policies 1.3, 1.4, 1.5 and 1.6, which encourage development of industrial land uses in this area.

PLANNING & ZONING BOARD PREVIOUS ACTION

On September 22, 2021, the Planning & Zoning Board voted unanimously to recommend approval of the rezoning.

CITY COMMISSION PREVIOUS ACTION

On September 28, 2021, the City Commission approved the ordinance on First Reading.

RECOMMENDATION

Approve the rezoning Ordinance on second and final reading.

ORDINANCE NO. 2021-026

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE REQUEST MADE BY LEIGH ROBINSON KERR & ASSOCIATES, INC, AGENT FOR THE PROPERTY OWNER FRANMAR PROPERTIES OF SOUTH FLORIDA, LLC, TO REZONE PROPERTY LOCATED BETWEEN RAVENSWOOD ROAD AND SW 22ND AVENUE NORTH OF SW 42ND STREET, DANIA BEACH, FLORIDA, AS LEGALLY DESCRIBED IN EXHIBIT “A”; CHANGING THE CURRENT ZONING CLASSIFICATION OF THE PROPERTY FROM RS-6000 AND C-3 TO IROM-AA (APPLICATION NO. RZ-063-21), SUBJECT TO CERTAIN RESTRICTIONS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 28, the “Land Development Code,” Part 6, “Development Review Procedures And Requirements,” Article 645, “Rezoning” of the City Code of Ordinances (the “City Code”), Leigh Robinson Kerr & Associates, Inc., agent for the property owner, Franmar Properties of South Florida, LLC (the “Applicant”), has applied to the City of Dania Beach (the “City”) for approval of a rezoning (Application RZ-063-21) for property located between Ravenswood Road and SW 22nd Avenue north of SW 42nd Street as legally described in Exhibit “A”; a copy of which is made a part of and incorporated into this Ordinance by this reference; and

WHEREAS, the City Planning and Zoning Board, sitting as the Local Planning Agency, held a duly advertised public hearing on September 22, 2021 and determined that the proposed rezoning is consistent with the goals and objectives of the City of Dania Beach Comprehensive Plan (the “Comprehensive Plan”), and therefore, recommended approval of the proposed rezoning; and

WHEREAS, the City Commission conducted two (2) duly noticed public hearings in accordance with law; and

WHEREAS, the City Commission finds that the approval of the proposed rezoning will protect the public health, safety, and welfare of the residents of the City, and furthers the purpose, goals, objectives and policies of the Comprehensive Plan;

NOW, THEREFORE, BE IT ORDAINED 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 this Ordinance.

Section 2. Pursuant to Chapter 28 “Land Development Code,” Part 6, “Development Review Procedures And Requirements,” Article 645, “Rezoning” of the City Code, the rezoning request (RZ-063-21) from RS-6000 and C-3 to the IROM-AA District, for the property located at between Ravenswood Road and SW 22nd Avenue north of SW 42nd Street, in the City of Dania Beach, Florida, as legally described in Exhibit “A,” is approved.

Section 3. That issuance of a development permit by a municipality does not in any way create any right on the part of an applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the municipality for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law.

Section 4. That if any section, clause, sentence or phrase of this Ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, the holding shall not affect the validity of the remaining portions of this Ordinance.

Section 5. That all ordinances or parts of ordinances in conflict with the provisions of this Ordinance are repealed to the extent of such conflict.

Section 6. That this Ordinance shall be effective immediately upon its passage and adoption on second reading.

PASSED on first reading on September 28, 2021.

PASSED AND ADOPTED on second reading on November 9, 2021.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

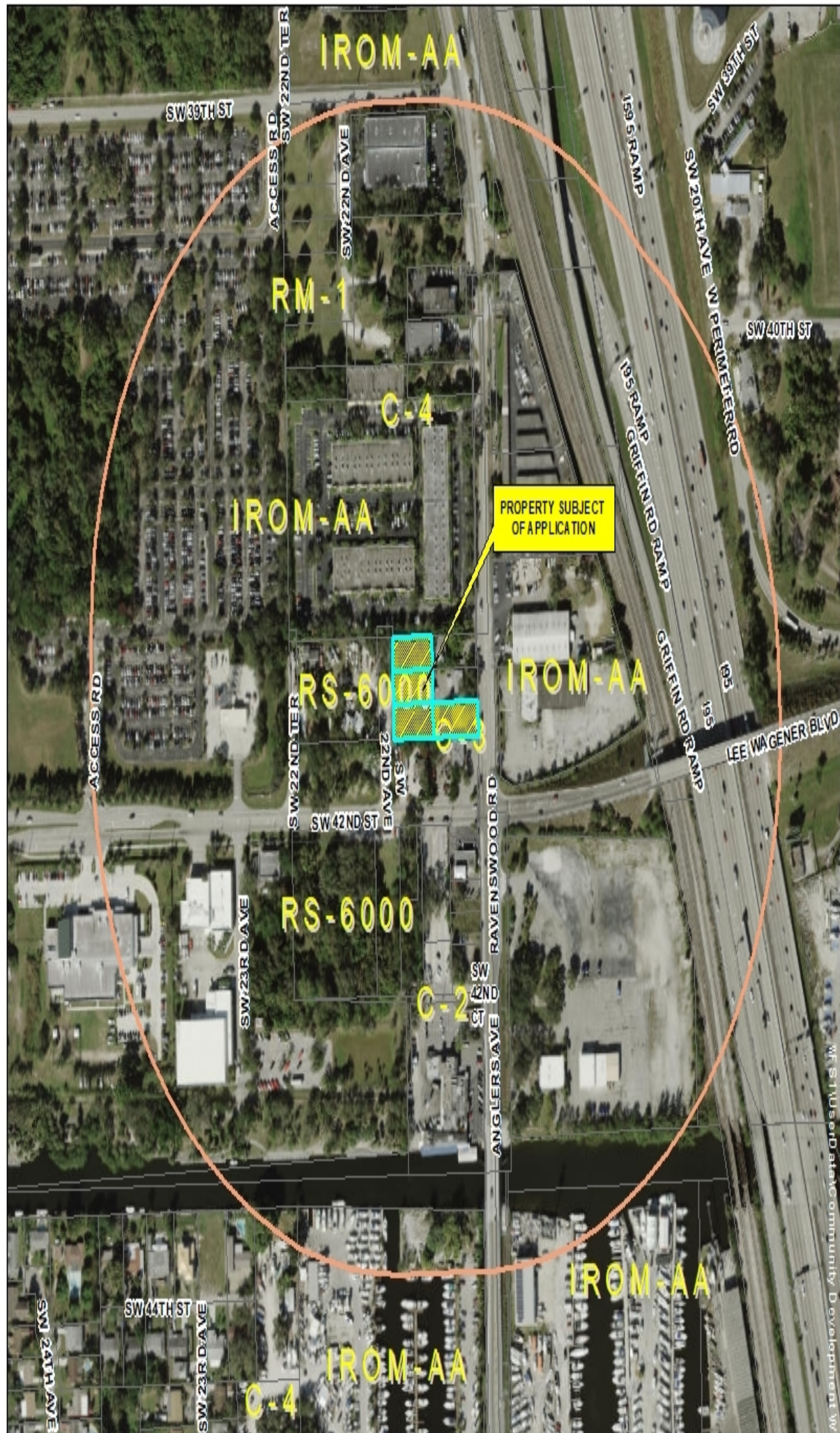
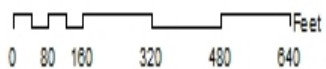
TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

EXHIBIT “A”
LEGAL DESCRIPTION

Lots 3, 8, 9, and 10 of Block 1 of the Ravenswood Park Plat as recorded in Plat Book 30, Page
31, of the public records of Broward County, Florida.



Academy Bus Project Narrative

The subject area (parcel 1) encompasses four parcels totaling approximately 0.79 acres located on the west side of Ravenswood just north of SW 42nd Street in the City of Dania Beach. In addition to the subject area, the applicant/owner owns parcels on the east side of Ravenswood Road that currently operate as Academy Bus (parcel 3) which provides charter bus services and rentals including service, repair, maintenance, parking, and storage of fully assembled, operational licensed buses and associated offices.

The subject area will be utilized as an expansion of the existing use described above which currently exists on the east side of Ravenswood Road. The applicant also owns the Unincorporated parcels immediately to the south of the subject area and depicted on the attached conceptual site plan in blue, also identified as parcel 2 on the location map provided below. The applicant is in the process of preparing an annexation petition into the City of Dania Beach.

The applicant is requesting a rezoning for the subject area. The subject site is currently zoned RS6000 and C3. The future land use is Industrial. The proposed rezoning to IROM-AA will permit the proposed use in the same manner that exists on the property east of Ravenswood Road. The proposed IROM-AA zoning is not in conflict with the area which generally includes commercial and industrial districts reflective of the nearby Interstate (I-95) and Fort Lauderdale-Hollywood International Airport.



Request for Rezoning ACADEMY BUS

Sec. 645-40. Review criteria; city commission action.

A. An application for a rezoning shall be reviewed in accordance with the following criteria:

1. The request is consistent with the city's comprehensive plan; and

The request is to rezone the subject site from C-3 and RS-6000 to IROM-AA (Industrial Research, Office and Marine District and Industrial Research, Office and Marine Airport Approach District). The future land use of the subject site is Industrial which is consistent with the proposed use/zoning.

2. The request is consistent with all applicable redevelopment plans, corridor plans, neighborhood plans, and master plans approved by the city commission; and

No specific redevelopment plans, corridor plans, neighborhood plans, or master plans apply to the subject site. The proposed IROM-AA district's development standards for the proposed use, or any other use permitted under the IROM-AA district, will ensure that development will be consistent with surrounding properties.

3. The request would not give privileges not generally extended to similarly situated property in the area, or result in an isolated district unrelated to adjacent or nearby districts; and

The proposed zoning district will not give privileges not generally extended to similarly situated property in the area. The subject site is currently zoned RS6000 and C3. The future land use is industrial which is compatible with the proposed IROM-AA zoning district. The proposed IROM-AA will permit the proposed use of the site in the same manner that exists on the property under same ownership located on the east side of Ravenswood Road. The proposed IROM-AA is not in conflict with the area which generally includes commercial and industrial districts reflective of the nearby Interstate (I-95) and Fort Lauderdale-Hollywood International Airport.

- a. The request furthers the city's adopted community redevelopment plan, if applicable; or

The subject site is not located within a CRA.

- b. An error or ambiguity must be corrected; or

Not applicable.

- c. There exists changed or changing conditions which make approval of the request appropriate; or

The approval of the request to rezone the subject site to IROM-AA for the expansion of the Academy Bus charter operation is appropriate for the subject site. The future land use is Industrial. The subject site is situated in a predominantly commercial/industrial area, making the site an ideal location for the proposed expansion.

- d. Substantial reasons exist why the property cannot be used in accordance with the existing zoning; or

Substantial reasons do exist that render the property unable to be used in accordance with the existing C3 and RS-6000 zoning. The future land use is Industrial which conflicts with the RS-6000 zoning. The proposed IROM-AA district is compatible with the Industrial land use and will allow the property to be developed with a use appropriate for the site.

- e. The rezoning is appropriate for the orderly development of the city and is compatible with existing (conforming) adjacent land uses, and planned adjacent land uses.

The rezoning of the site to IROM-AA is appropriate for the orderly development of the city. The subject site is currently zoned RS6000 and C3. The proposed IROM-AA will permit the proposed use of the site in the same manner that currently exists on the property east of Ravenswood Road. The rezoning will allow an already successful business to expand its operation and future potential. The proposed IROM-AA is not in conflict with the area which generally includes commercial and industrial districts reflective of the nearby Interstate (I-95) and Fort Lauderdale-Hollywood International Airport.



City of Dania Beach, Florida
Department of Community Development
Planning and Zoning Division
(954) 924-6805 X3643
(954) 922-2687 Fax

Standard Development Application

- ☐ Administrative Variance
☐ Land Use Amendment
☐ Plat
☒ Rezoning
☐ Site Plan
☐ Special Exception
☐ Variance
☐ Other: _____

Date Rec'd: _____

Petition No.: _____

(SEE APPLICATION TYPE SCHEDULE ON PAGES 3 & 4)

THIS APPLICATION WILL NOT BE ACCEPTED UNTIL IT IS COMPLETE AND SUBMITTED WITH ALL NECESARRY DOCUMENTS. Refer to the application type at the top of this form and "Required Documentation" checklist to determine the supplemental documents required with each application.

For after the fact applications, the responsible contractor of record shall be present at the board hearing. Their failure to attend may impact upon the disposition of your application. As always, the applicant or their authorized legal agent must be present at all meetings. All projects must also obtain a building permit from the City Building Division. For more information please reference the **Dania Beach Land Development Code Part 6, Development Review Procedures and Requirements.**

Location Address: West side of Ravenswood Road, North of SW 42nd Street Dania Beach FL 33312

Lot(s): 8, 3, 9, 10 Block: 1 Subdivision: Ravenswood Park (30-31)

Recorded Plat Name: Ravenswood Park (30-31) 504229080090 504229080100

Folio Number(s): 50422908-0080, -0030, -0090, -0100 Legal Description: See attached survey

Applicant/Consultant/Legal Representative (circle one) Leigh Robinson Kerr & Associates, Inc.

Address of Applicant: 808 E. Las Olas Blvd. #104, Ft. Laud, FL 33301

Business Telephone: 954-467-6308 Home: N/A Fax: N/A

E-mail address: Lkerr808@bellsouth.net

Name of Property Owner: Franmar Properties of South Florida LLC

Address of Property Owner: 111 Paterson Avenue, Hoboken NJ 07030

Business Telephone: -- Home: -- Fax: --

Explanation of Request: Rezone subject parcels from RS6000 and C3 to IROM-AA

For **Plats** please provide proposed **Plat Name** for **Variances** please attach **Criteria Statement** as per **Section 625.40 of the Land Development Code.**

Prop. Net Acreage: +/- 0.79 Gross Acreage: +/- 0.79 Prop. Square Footage: +/- 34,305 SF

Existing Use: Vacant Proposed Use: Service/repair/maintain/park buses. Refer to narrative.

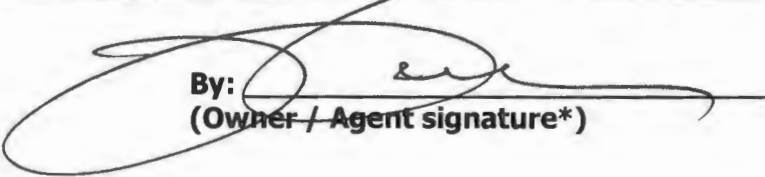
Is property owned individually, by a corporation, association, or a joint venture? LLC

AUTHORIZED REPRESENTATIVE

I/we are fully aware of the request being made to the City of Dania Beach. If I/We are unable to be present, I/we hereby authorize Leigh Robinson Kerr & Assoc., Inc / LSN Partners (individual/firm) to represent me/us in all matters related to this application. I/we hereby acknowledge that the applicable fee was established to offset administrative costs and is not refundable.

I/we are fully aware that all approvals automatically expire within 12 months of City of Dania Beach Planning and Zoning Board or City Commission approval, or pursuant to the expiration timeframe listed in Part 6 of the Dania Beach Land Development Code.

STATE OF FLORIDA
COUNTY OF BROWARD
The foregoing instrument
was acknowledged

By: 
(Owner / Agent signature*)

BEFORE ME THIS 27th DAY OF July, 2021

By:

Francis Tedesco
(Print name of person acknowledging)

(Joint owner signature if applicable)

Notary Donna Sisk Blake
(Signature of Notary Public – State of FL)

DONNA SISK BLAKE
NOTARY PUBLIC OF NEW JERSEY
Commission # 50026332
My Commission Expires 10/30/2025

Personally known ☒ or Produced Identification _____

Type of identification produced: _____ or Drivers License _____

***If joint ownership, both parties must sign. If partnership, corporation or association, an authorized officer must sign on behalf of the group. A notarized letter of authorization from the owner of record must accompany the application if an authorized agent signs for the owner(s).**

NO APPLICATION WILL BE AUTOMATICALLY SCHEDULED FOR A MEETING.

**ALL APPLICATIONS MUST BE DETERMINED COMPLETE BY STAFF
BEFORE PROCESSING OCCURS.**

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Public Hearing

Continued from:

Requested Action (Identify appropriate Action or Motion)

ADOPT ORDINANCE AMENDING CHAPTER 22, OF THE CITY CODE OF ORDINANCES, WHICH CHAPTER IS ENTITLED "STREETS AND SIDEWALKS" AT ARTICLE I, ENTITLED "IN GENERAL" BY CREATING SECTION 22-7A OF THE CITY CODE OF ORDINANCES TO BE ENTITLED "AUTHORITY OF CITY COMMISSION TO CO-DESIGNATE ROADS AND STREETS, ETC." AND DELETING CODE SECTION 700-150 ENTITLED "AUTHORITY OF CITY COMMISSION TO NAME, RENAME, NUMBER OR RENUMBER ROADS, ALLEYS, ETC.", OF CHAPTER 28, TO PROVIDE A PROCESS FOR THE CITY COMMISSION TO NAME OR RENAME PUBLIC RIGHTS OF WAY

Purchasing Requests ONLY

Dept:

Acct #:

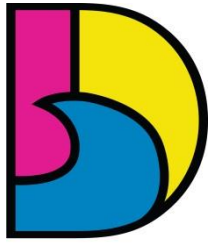
Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

CM TX-079-21, SR TX-079-21 r, O-2021-028 Amending Ch. 22, Creating Sec. 22-7A Co-Designate Roads and Streets, Etc. and Deleting Sec. 700-150 SECOND READING, TX-079-21 application



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

CITY OF DANIA BEACH COMMUNITY DEVELOPMENT DEPARTMENT MEMORANDUM

DATE: November 26, 2021

TO: Honorable Mayor and Commissioners

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

VIA: Candido Sosa-Cruz, Deputy City Manager
Eleanor Norena, CFM, Director
Corinne Lajoie, AICP, Assistant Director

SUBJECT: **TX-079-21:** The applicant, the City of Dania Beach, is requesting a text amendment to the City's Code of Ordinances, to relocate the enabling language and create regulations to co-designate street names (SECOND READING).

Candido Sosa-Cruz

Digitally signed by Candido Sosa-Cruz
DN: cn=Candido Sosa-Cruz, o=City of Dania
Beach, ou=City Manager,
email=csosa@danibeachfl.gov, c=US
Date: 2021.10.26 11:55:18 -0400

Eleanor Norena

Digitally signed by Eleanor Norena
DN: cn=Eleanor Norena, o=Community
Development, ou,
email=enorena@danibeachfl.gov, c=US
Date: 2021.10.26 10:15:28 -0400

Corinne Lajoie

Digitally signed by Corinne Lajoie
DN: cn=Corinne Lajoie, o=City of Dania
Beach, ou=Community Development,
email=clajoie@danibeachfl.gov, c=US
Date: 2021.10.19 15:43:25 -0400

Request:

To create regulations for co-designating street names.

Background

The City's Code of Ordinances empowers the City Commission to rename roads and streets but currently does not identify a process for doing so. This text amendment formalizes the process that has been administratively established and followed by the City for several years and relocates the existing language from Chapter 28, the Land Development Code to Chapter 22, entitled Streets and Sidewalks.

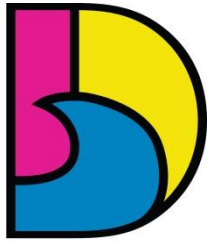
This item was heard by the City Commission for first reading on October 26, 2021.

Budgetary Impact

None

Recommendation

Approve the ordinance on second and final reading.



DANIA BEACH
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CITY OF DANIA BEACH COMMUNITY DEVELOPMENT DEPARTMENT STAFF REPORT

DATE: November 9, 2021

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

VIA: Candido Sosa-Cruz, Deputy City Manager Candido Sosa-Cruz

FROM: Eleanor Norena, CFM, Director Eleanor Norena
Corinne Lajoie, AICP, Assistant Director Corinne Lajoie

SUBJECT: **TX-079-21:** The applicant, the City of Dania Beach, is requesting a text amendment to the City's Code of Ordinances, to relocate the enabling language and create regulations to co-designate street names (SECOND READING).

Request

TEXT AMENDMENT

To relocate existing enabling language and create regulations for co-designating street names.

Background

The City's Land Development Code, Chapter 28, currently references the City Commissions ability to name or number roads. This reference is being relocated to Chapter 22 entitled Streets and Sidewalks where is it more appropriately located.

The following existing language will be relocated:

"The city commission is authorized and empowered to name or number any road, subdivision street, alley or other thoroughfare within the city limits and to change such names or numbers. The fire marshal is authorized to designate and issue house numbers for properties abutting upon such roads, subdivision streets, alleys or other thoroughfares."

The existing language empowers the City Commission to rename roads and streets but currently does not identify any process for doing so. This text amendment formalizes the process that has been administratively established and followed by the City for several years.

These administrative policies include:

- Co-designation only
- Only local roads, streets, subdivision streets or alleys are eligible
- Review and comment by the City's Parks, Recreation and Community Affairs Advisory Board
- Review and comment by any applicable Homeowners Association and/or Civic Association
- If request is denied, must wait 2 years before resubmitting request.

- All costs are the responsibility of the applicant

The proposed regulations reflect the administrative procedures with the following minor changes:

- Notification for property owners within 1 mile; was 1/4 mile
- Petition with support from 50% of adjacent property owners; was 20%

On October 26, 2021 the City Commission heard this item on first reading and made the following changes to one of the criteria. This change has been incorporated into the ordinance.

- If named after a person, the person must be ~~deceased~~ retired or not actively working in his or her career, be without a criminal record, a conviction of a crime of moral turpitude, a felony, or have a fraudulent, immoral, or offensive history.

This is the second and final reading for this item.

Planning and Zoning Board Recommendation

On October 20, 2021, the Planning and Zoning Board heard the request to relocate the existing enabling language and recommended approval.

City Commission Previous Action

On October 26, 2021, the City Commission heard this item for first reading and approved with the noted changes.

Recommendation

Approve the ordinance on second and final reading.

ORDINANCE NO. 2021-028
SECOND READING

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 22, OF THE CITY CODE OF ORDINANCES, WHICH CHAPTER IS ENTITLED “STREETS AND SIDEWALKS” AT ARTICLE I, ENTITLED “IN GENERAL” BY CREATING SECTION 22-7A OF THE CITY CODE OF ORDINANCES TO BE ENTITLED “AUTHORITY OF CITY COMMISSION TO CO-DESIGNATE ROADS AND STREETS, ETC.” AND DELETING CODE SECTION 700-150 ENTITLED “AUTHORITY OF CITY COMMISSION TO NAME, RENAME, NUMBER OR RENUMBER ROADS, ALLEYS, ETC.”, OF CHAPTER 28, TO PROVIDE A PROCESS FOR THE CITY COMMISSION TO NAME OR RE-NAME PUBLIC RIGHTS OF WAY; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Mayor and City Commission desire to create a process for designating, naming or re-naming public rights-of-way within the City of Dania Beach; and

WHEREAS, it is in the City’s best interests to create a process that is consistent with best practices, and takes into consideration various factors to ensure that the designation is appropriate for the City; and

WHEREAS, the City desires to create section 22-7A of the City Code of Ordinances to document the City’s process for designation;

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

Section 1. That the preceding “WHEREAS” clauses are ratified and incorporated as a record of the legislative intent of this Ordinance.

Section 2 That Chapter 22 of the City Code of Ordinances, which Chapter is entitled “Streets and Sidewalks”, at Article I, entitled “In General”, at Section 22-7A, is created to read as follows:

CHAPTER 22

STREETS AND SIDEWALKS

ARTICLE 1 – IN GENERAL

* * *

Sec. 22-7A. Authority of City Commission to co-designate roads and streets, etc.

The City Commission may, by resolution, adopt after a public hearing a co-designation of any local road, street, subdivision street or alley (referred to as “street” in this Section) within the City limits. All streets shall retain their current names as a co-designation.

- (a) GENERAL PROVISIONS. It shall be the responsibility of the City Manager’s Office to assign an individual to review, implement, and enforce the City’s guidelines for co-designating City streets. Such duties shall include, but not be limited to the following:
 - (1) Implement the regulations established for co-designating City streets.
 - (2) Facilitate citizen input through the process of notifying of property owners withing one (1) mile of the roadway segment to be co-designated.
 - (3) Review all applications and advise the applicant as to whether or not the application has met the requirement set forth in these regulations.
 - (4) Coordinate with the Parks, Recreation, and Community Affairs Advisory Board and any applicable Homeowner’s Association, Civic Association or both for review and comments.
 - (5) Present the completed application and supporting documentation to the City Commission along with the request for City Commission authorization to grant or deny application requests, based on the established requirements. If the City Commission issues a denial of such change, the applicant must wait two (2) years to re-apply.
- (b) All individuals and organizations requesting to co-designate a City of Dania Beach street must submit a City of Dania Beach Application for co-designating streets, a petition as provided below, and an application fee as determined by separate resolution. All costs, including notices, mailings, sign changes, staff time, etc. as determined by the City Manager’s Office, shall be the responsibility of the applicant. No application shall be granted by the City Commission until after the City’s receipt of payment of the application fee and notification, mailing, sign changes, and associated costs. Actual physical or other co-designation measures, including signage changes, shall not be performed by the City until such additional costs over and above the application fee, as determined by the City Manager’s Office, are paid to the city.
- (c) Petition. The applicant shall submit to the City Manager’s Office the original copy of a petition which clearly states, on each page containing petition signatures, the full intent of the petition, which is signed by the owners of fifty percent (50%) of the properties which front on, back on, or have a mailing address containing the name of the affected street.

(d) Criteria Considered When Reviewing Request To Co-Designate Street. All applications requesting that a City street be co-designated will be reviewed by the City Manager's Office for completeness and submitted to the City's Parks, Recreation and Community Affairs Advisory Board for review and recommendation prior to submission to the City Commission for consideration. Reviews and Final Determinations will be based on the following criteria:

- (1) Whether or not the request is proposed to co-designate the name of a local street.
- (2) Whether or not the name requested is already being utilized in the immediate or surrounding neighborhoods, other parts of the City, Broward County or both.
- (3) Whether the requested segment of a particular street to be co-designated will cause confusion when the segmentation is not created by a natural landform or waterway.
- (4) Whether or not the name requested is perceived to be immoral or offensive to a portion of the City's citizenry.
- (5) Whether or not the street requested to be co-designated has an existing co-designation (no more than one co-designation should be authorized).
- (6) Whether or not the applicant has met the requirements referenced in this Code and have the support of the surveyed and affected property owners.
- (7) Whether or not the street or the existing name of the street requested to be co-designated has significant historical value to the City.
- (8) If named after a person, the person must be retired or not actively working in his or her career, be without a conviction of a crime of moral turpitude, a felony, or have a fraudulent, immoral, or offensive history.
- (9) If named after a corporation, the corporation, or other non-natural person, must have a reputation without a criminal, fraudulent, immoral or offensive history.

(e) Notification of Street Co-Designations

1. Mail notification of a co-designation request shall follow the requirements identified in the City's Zoning variance procedures located at Section 610-20, of the Land Development Code (LDC), with the exception that property owners within one (1) mile shall be provided notice of such request.
2. Newspaper notification shall follow the same requirements identified in the City's Zoning variance procedures located at Section 610-20, of the Land Development Code (LDC).
3. Signs developed according to the same requirements as those provided through the City's Zoning variance procedures located at Section 610-20, of the Land Development Code (LDC). The signs shall be posted for thirty (30) days prior to submittal to the City Commission, at the beginning and end of the affected street and not more than 1,000 feet apart, between the two street ends and at all intersections with principal arterial roadways, as defined by the City.
4. Any costs incurred by the City for mailing, notices, sign changes, and other out-of-pocket arterial roadways, as defined by the City must be paid by the applicant.
5. Following a Final Determination by the City Commission, the City shall be responsible for providing notice of any approved changes to the City's Fire Department, Police Department (Broward Sheriff's Office District II Office,) the United States Postal Service,

the Broward County Property Appraiser's and Tax Collector's offices and other applicable governmental agencies.

(f) Automatic Denial. An application shall be denied for the following reasons:

1. A request is made to co-designate any of the following major roadways:

North/South Roadways:

- US1/Federal Highway
- Interstate 95
- Dixie Highway
- Beach Road/North Beach Road
- A1A
- US 441/ State Road 7
- Anglers Avenue / Ravenswood Road
- Gulfstream Road

East/West Roadways:

- Stirling Road
- Sheridan Street
- Dania Beach Boulevard
- Park Street

2. An application is not submitted with all requirements identified by this section.
3. A portion of the street has already been co-designated.
4. A request was proposed and considered by the City within two (2) years of the date of submittal of the application.
5. Another street has already been so co-designated or is concurrently being proposed for co-designation with the same name, unless the streets are a continuation of the same street across a north/south or east/west division line.
6. The individual after whom the street is to be co-designated had been convicted for a felony or any crime involving moral turpitude or had pending charges of a felony on any crime involving moral turpitude at the time of his or her death.
7. The corporation or other non-natural person after which the street is proposed to be co-designated must have a reputation (and its officers and representatives) without a felony criminal, fraudulent, immoral or offensive history.
8. The street was named prior to 1949.

(g) Parks, Recreation And Community Affairs Advisory Board. After the application has been fully reviewed by the City Manager's Office, it shall be submitted to the Parks, Recreation and Community Affairs Advisory Board. The process generally utilized by the Board for other matters shall be utilized for the co-designation of Streets process. However, the decision of the Board shall be advisory only and shall be submitted to the City of Dania Beach City Commission for a Final Determination.

- (h) Final Determination. The City Commission shall make a Final Determination of granting or denying an application. In doing so, the City Commission shall have absolute discretion for co-designating a City of Dania Beach street shall be processed by the City Commission as an ordinance, requiring two readings, one of which shall be a Public Hearing. Final approval shall require a 4/5 vote of the City Commission.
- (i) Waiver of Guidelines. The City shall consider a waiver to any portion of these guidelines for procedures, except for Section (f,) above, entitled “Automatic Denials,” if by a 4/5 vote of the City Commission, the Commission agrees to such a waiver of a portion for any other reason.

* * *

Section 3. That Chapter 28 , entitled the “Land Development Code”, at Article 700 Entitled, “Code Administration And Legal Provisions”, Section 700-150 entitled “Authority Of City Commission To Name, Rename, Number Or Renumber Roads, Alleys, Etc.” of the City Code of Ordinances, is amended to read as follows:

CHAPTER 28 LAND DEVELOPMENT CODE

* * *

ARTICLE 700 – CODE ADMINISTRATION AND LEGAL PROVISIONS

* * *

Sec. 700-150. Reserved.

Sec. 700-150. ~~Authority of city commission to name, rename, number or renumber roads, alleys, etc~~

~~The city commission is authorized and empowered to name or number any road, subdivision street, alley or other thoroughfare within the city limits and to change such names or numbers. The fire marshal is authorized to designate and issue house numbers for properties abutting upon such roads, subdivision streets, alleys or other thoroughfares.~~

* * *

Section 4. That if any section, clause, sentence or phrase of this Ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, the holding shall not affect the validity of the remaining portions of this Ordinance.

Section 5. That all ordinances or parts of ordinances in conflict with the provisions of this Ordinance are repealed to the extent of such conflict.

Section 6. That this Ordinance shall be effective immediately upon its passage and adoption on second reading.

PASSED on first reading on October 26, 2021.

PASSED AND ADOPTED on second reading on November 9, 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, Florida
Department of Community Development
Planning and Zoning Division
(954) 924-6805 X3643
(954) 922-2687 Fax

Standard Development Application

- ☐ Administrative Variance
- ☐ Land Use Amendment
- ☐ Plat
- ☐ Rezoning
- ☐ Site Plan
- ☐ Special Exception
- ☐ Variance
- ☐ Other: Text Amendment

Date Rec'd: _____

Petition No.: TX-079-21

(SEE APPLICATION TYPE SCHEDULE ON PAGES 3 & 4)

THIS APPLICATION WILL NOT BE ACCEPTED UNTIL IT IS COMPLETE AND SUBMITTED WITH ALL NECESARRY DOCUMENTS. Refer to the application type at the top of this form and "Required Documentation" checklist to determine the supplemental documents required with each application. For after the fact applications, the responsible contractor of record shall be present at the board hearing. Their failure to attend may impact upon the disposition of your application. As always, the applicant or their authorized legal agent must be present at all meetings. All projects must also obtain a building permit from the City Building Division. For more information please reference the **Dania Beach Land Development Code Part 6, Development Review Procedures and Requirements.**

Location Address: City Wide

Lot(s): _____ Block: _____ Subdivision: _____

Recorded Plat Name: _____

Folio Number(s): _____ Legal Description: _____

Applicant/Consultant/Legal Representative (circle one) City of Dania Beach- CD

Address of Applicant: _____

Business Telephone: _____ Home: _____ Fax: _____

E-mail address: _____

Name of Property Owner: _____

Address of Property Owner: _____

Business Telephone: _____ Home: _____ Fax: _____

Explanation of Request: Street Renaming text amendment

*For **Plats** please provide proposed **Plat Name** for **Variances** please attach **Criteria Statement** as per **Section 625.40 of the Land Development Code.***

Prop. Net Acreage: _____ Gross Acreage: _____ Prop. Square Footage: _____

Existing Use: _____ Proposed Use: _____

Is property owned individually, by a corporation, association, or a joint venture? _____

AUTHORIZED REPRESENTATIVE

I/we are fully aware of the request being made to the City of Dania Beach. If I/We are unable to be present, I/we hereby authorize _____ (individual/firm) to represent me/us in all matters related to this application. I/we hereby acknowledge that the applicable fee was established to offset administrative costs and is not refundable.

I/we are fully aware that all approvals automatically expire within 12 months of City of Dania Beach Planning and Zoning Board or City Commission approval, or pursuant to the expiration timeframe listed in Part 6 of the Dania Beach Land Development Code.

STATE OF FLORIDA
COUNTY OF BROWARD
The foregoing instrument
Was acknowledged

By: _____
(Owner / Agent signature*)

BEFORE ME THIS 28th DAY OF September 2021

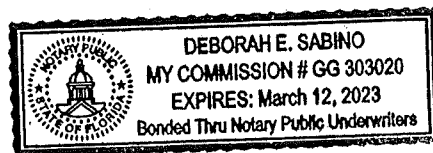
By:

Eleanor Noreña
(Print name of person acknowledging)

(Joint owner signature if applicable)

Notary

(Signature of Notary Public – State of Florida)



Personally known or Produced Identification

Type of identification produced: or Drivers License

***If joint ownership, both parties must sign. If partnership, corporation or association, an authorized officer must sign on behalf of the group. A notarized letter of authorization from the owner of record must accompany the application if an authorized agent signs for the owner(s).**

NO APPLICATION WILL BE AUTOMATICALLY SCHEDULED FOR A MEETING.

***ALL APPLICATIONS MUST BE DETERMINED COMPLETE BY STAFF
BEFORE PROCESSING OCCURS.***

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Public Hearing

Continued from:

Requested Action (Identify appropriate Action or Motion)

TO APPROVE AND ADOPT 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), WHICH EXPENDITURE IS NOT TO EXCEED THE PROJECT ESTIMATE APPROVED BY THE CITY COMMISSION, TO FUND THE PIER REFURBISHING PROJECT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.**(FIRST READING)** *(Public Services)*

Purchasing Requests ONLY

Dept:

Acct #:

Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

C-MEMO-ORDINANCE-EXCEED1M-PIER-REFURB-110921, O-2021- Authorize Expenditure of Funds Exceeding \$1M for Dania Beach Ocean Park Pier Refurbishing Project



CITY OF DANIA BEACH PUBLIC SERVICES DEPARTMENT

MEMORANDUM

DATE: November 9, 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: EXPENDITURE OF CITY FUNDS TO EXCEED \$1M FOR THE PIER REFURBISHING
PROJECT - RFP No. 21-025**

Request

The Public Services Department (PSD) is requesting expenditure authorization of City funds that will exceed One Million Dollars for the "Pier Refurbishing Project" (RFP-21-025) with Industrial Maintenance Services, Inc. .

Background

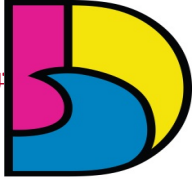
The Ocean Park fishing pier's continuous exposure to the elements and salt air has resulted in the gradual deterioration of many of its components. Over the past year, the worst sections of the wood deck have been repaired and one of the support columns under the bait shop of the structure was repaired. To fully address the pier's requirements, a comprehensive pier condition assessment was conducted over the past year, and it determined that significant repairs are needed to properly refurbish the pier. The repairs identified in the assessment include replacement of most of the wood decking and railings, all expansion joints, addressing all damage identified under the decking (concrete piles and pile caps), and replacing all deteriorated or non-compliant lighting fixtures.

To address the required work, PSD sought and retained the services of a specialized marine engineering firm to prepare bid documents and repair specifications. In August 2021 the City issued a Request for Proposals (RFP) 21-025. One contractor responded to the RFP with a proposal totaling \$2.010M. The Bid Evaluation Committee, in conjunction with the engineering consultant, determined that the contractor to be responsible and responsive. A request for authorization to enter into a contract for the refurbishing project is being submitted as a separate item in tonight's agenda.

Budgetary Impact

The \$2,09,790.72 cost of the work is budgeted in a two-phase manner across fiscal years 2021-22 and 2022-23. The funds are in account no. _____, "_____".

\continued...



AU ~~TO APPROVE A CONTRACT FOREXPENDITURE OF CITY FUNDS TO EXCEED \$1M FOR RFP~~
~~025 "THE~~ PIER REFURBISHING PROJECT"

DANIA BEACH
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Recommendation

It is recommended that the City Commission adopt an Ordinance to authorize the expenditure of of City funds exceeding one million dollars for the Pier Refurbishing Project.

ORDINANCE NO. 2021-030

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), WHICH EXPENDITURE IS NOT TO EXCEED THE PROJECT ESTIMATE APPROVED BY THE CITY COMMISSION, TO FUND THE DANIA BEACH OCEAN PARK PIER REFURBISHING PROJECT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 2, “Certain Expenditures” of Article 3, “Powers of the City”, of the City Code of Ordinances, the City Commission must, by ordinance approve any expenditures of City funds that exceeds One Million Dollars (\$1,000,000.00) after two (2) advertised public hearings of the ordinance; and

WHEREAS, City staff anticipates that funding for the Pier Refurbishing Project will exceed the monetary threshold of \$1,000,000.00; and

WHEREAS, the project expenditure shall not exceed the project estimate of \$2,010,000.00, being approved by the City Commission;

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

Section 1. That the proper City officials are authorized to expend more than One Million Dollars (\$1,000,000.00) in connection with the Dania Beach Ocean Park Pier Refurbishment Project.

Section 2. That if any section, clause, sentence or phrase of this Ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, the holding shall not affect the validity of the remaining portions of this Ordinance.

Section 3. That all ordinances or parts of ordinances in conflict with the provisions of this Ordinance are repealed.

Section 4. That this Ordinance shall take effect immediately at the time of its passage and adoption.

PASSED on first reading on November 9, 2021.

PASSED AND ADOPTED on second reading on _____, 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

Agenda Request Item

Type of Request: Ordinance

Continued from:

Requested Action (Identify appropriate Action or Motion)

ADOPT RESOLUTION RELATING TO THE LAND DEVELOPMENT CODE (LDC); AMENDING SECTION 725-30, ENTITLED "TERMS DEFINED" BY (1) CREATING A DEFINITION FOR "LABORATORY"; (2) AMENDING THE DEFINITION OF "OFFICE, MEDICAL" TO INCLUDE SPECIFIC NON-LABORATORY USES; AND (3) AMENDING SECTION 115-40, ENTITLED "SCHEDULE OF PERMITTED USES" FOR INDUSTRIAL ZONED DISTRICTS RELATING TO LABORATORIES

Purchasing Requests ONLY

Dept:

Acct #:

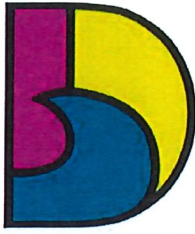
Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

Memo, Staff Report, O-2021- Text Amendment Sections 725-30 and 115-40 Laboratories (Lab Gurus, LLC), Supporting Documents



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

**CITY OF DANIA BEACH
COMMUNITY DEVELOPMENT DEPARTMENT
MEMORANDUM**

DATE: November 9, 2021

TO: Honorable Mayor and Commissioners

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

VIA: Candido Sosa-Cruz, Deputy City Manager
Eleanor Norena, CFM, Director
Corinne Lajoie, AICP, Assistant Director
Richard Lorber, AICP, Planning and Zoning Manager
Anne-Christine Carrie, Senior Planner

Candido Sosa-Cruz
[Signature]
Corinne Lajoie
[Signature]
Richard Lorber
[Signature]
Anne-Christine Carrie
[Signature]

Digitally signed by Candido Sosa-Cruz
DN: cn=Candido Sosa-Cruz, o=City of Dania
Beach, ou=City Manager,
email=candido@danibeachfl.gov, c=US
Date: 2021.11.09 11:45:00 -0500

Digitally signed by Corinne Lajoie
DN: cn=Corinne Lajoie, o=City of Dania Beach, ou=City Manager,
email=corinne@danibeachfl.gov, c=US
Date: 2021.10.26 16:41:28 -0400

Digitally signed by Richard Lorber
Date: 2021.10.26 16:41:28 -0400

SUBJECT: **TX-077-21** The applicant, Lab Gurus, LLC, is requesting a text amendment to the City's Unified Land Development Code modifying the development regulations for laboratories (FIRST READING).

Request

To add laboratories to the definition of a medical office use.

Background

The applicant, Lab Gurus, LLC operates a laboratory in a C-2 district along Griffin Road. The C-2 district does not permit laboratories and the property was cited for operating without a business license. In an effort to resolve the code violation, the Applicant requests that the following language be added to the definition of a medical office use:

[...] A space of 5,000 square feet or less, consisting of facilities providing diagnostic analysis of medical tests (such as blood test, urinalysis, computerized tomography (CT), x-ray or other medical tests related to diagnostic treatment) are to be considered as medical offices. [...]

This is the first of two readings for this item by the City Commission.

Planning and Zoning Board Previous Action

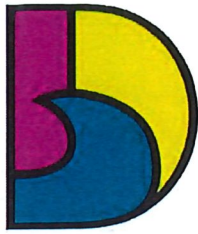
On October 20, 2021, the Planning and Zoning Board favorably recommended this item.

Budgetary Impact

None

Recommendation

Approve the item on first reading.



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

**CITY OF DANIA BEACH
COMMUNITY DEVELOPMENT DEPARTMENT
STAFF REPORT**

DATE: November 9, 2021

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

VIA: Candido Sosa-Cruz, Deputy City Manager Candido Sosa-Cruz
Digitally signed by Candido Sosa-Cruz
DN: cn=Candido Sosa-Cruz, o=City of Dania
Beach, ou=City Manager,
email=c.sosacruz@dania-beach.fl.gov, c=US
Date: 2021.11.09 11:40:20 -0400

FROM: Eleanor Norena, CFM, Director 
Corinne Lajoie, AICP, Assistant Director Corinne Lajoie
Digitally signed by Corinne Lajoie
DN: cn=Corinne Lajoie, o=City of Dania
Beach, ou=City Manager,
email=c.lajoie@dania-beach.fl.gov, c=US
Date: 2021.10.26 16:41:02 -0400
Richard Lorber, AICP, Planning and Zoning Manager 
Anne-Christine Carrie, Senior Planner 

SUBJECT: **TX-077-21** The applicant, Lab Gurus, LLC, is requesting a text amendment to the City's Unified Land Development Code modifying the development regulations for laboratories (FIRST READING).

Request

TEXT AMENDMENT

To expand the definition of a Medical Office use; per Sec. 725-30.

PUBLIC HEARING NOTICE

This item was duly advertised, posted and noticed pursuant to Article 610 of the Land Development Code (LDC).

Background

The Applicant, Lab Gurus LLC, is the owner of a clinical laboratory in a Commercial (C-2) Zoning district. Per the justification statement provided by the Applicant, this laboratory performs toxicology screening on urine samples as well as chemistry and hematology testing on blood samples. The Applicant is one of many tenants occupying the one-story commercial plaza at 3316 Griffin Road.

Although Medical Offices are permitted in the C-2 district, Medical and Dental Laboratories are not; per Sec. 110-20. On June 22, 2021, a violation was issued to the applicant for operating a non-conforming use without a permit. In an effort to address the Code Violation, the Applicant requests that the definition of a Medical Office be expanded to include laboratories that provide diagnostic services to health care providers. This type of lab would be limited to 5,000 square feet but would otherwise be subject to the same development regulations as a Medical Office.

The Applicant proposes the following amendment to the Unified LDC:

ARTICLE 725. – DEFINITIONS

Sec. 725-30. – Terms defined.

* * *

Office, medical. A facility providing services to the public by physicians, dentists, surgeons, chiropractors, pharmacists, osteopaths, physical therapists, nurses, acupuncturists, podiatrists, optometrists, psychiatrists, or others who are duly licensed to practice their respective professions in the State of Florida, as well as others, including but not limited to technicians and assistants, who are acting under the supervision and control of a licensed health care practitioner. A space of 5,000 square feet or less, consisting of facilities providing diagnostic analysis of medical tests (such as blood test, urinalysis, computerized tomography (CT), x-ray or other medical tests related to diagnostic treatment) are to be considered as medical offices. Retail pharmacies staffed by pharmacists that sell prescription drugs, nonprescription drugs or both and other retail goods for sale to the public, are not medical offices. Offices for social workers and mental health counselors are not medical offices. Pain management clinics, as defined in this provision, are medical offices.

This is the first of two readings for this item by the City Commission.

Planning and Zoning Board Previous Action

On October 20, 2021, the Planning and Zoning Board favorably recommended this item.

Recommendation

Approve the item on first reading.

ORDINANCE NO. 2021-031

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, RELATING TO THE LAND DEVELOPMENT CODE (LDC); AMENDING SECTION 725-30, ENTITLED “TERMS DEFINED” BY (1) CREATING A DEFINITION FOR “LABORATORY”; (2) AMENDING THE DEFINITION OF “OFFICE, MEDICAL” TO INCLUDE SPECIFIC NON-LABORATORY USES; AND (3) AMENDING SECTION 115-40, ENTITLED “SCHEDULE OF PERMITTED USES” FOR INDUSTRIAL ZONED DISTRICTS RELATING TO LABORATORIES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Applicant, Lab Gurus, LLC, requests to update the Land Development Code amending the definition of “Office, medical” to include specific facilities providing diagnostic analysis of medical tests within its definition; and

WHEREAS, the Community Development Department recommended approval of the proposed amendments to the Land Development Code in its report dated October 20, 2021; and

WHEREAS, the City Planning and Zoning Board, sitting as the Local Planning Agency, held a duly advertised public hearing on October 20, 2021, and recommended approval of the proposed Ordinance; and

WHEREAS, the City Commission conducted two (2) duly noticed public hearings relating to the adoption of the LDC amendments; and

WHEREAS, the City Commission finds that it is in the best interest of the City to adopt the amendments;

NOW, THEREFORE, BE IT ORDAINED 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 this Ordinance.

Section 2. That the City’s Code of Ordinances, of the Land Development Code, is amended as follows:

ARTICLE 115. – INDUSTRIAL DISTRICTS: PERMITTED, PROHIBITED, SPECIAL EXCEPTION USES, AND CONDITIONS OF USE

Sec. 115-40. – Schedule of permitted uses.

USES	IROM	IROM -AA	IROC	IRO	IG	IR	PEDD	MA-1
LIGHT INDUSTRIAL USES								
Medical and dental laboratories	P	P	P	NP	P	NP	NP	P

* * *

ARTICLE 725. – DEFINITIONS

○ Sec. 725-30. – Terms defined.

○ * * *

Office, medical. A facility providing services to the public by physicians, dentists, surgeons, chiropractors, pharmacists, osteopaths, physical therapists, nurses, acupuncturists, podiatrists, optometrists, psychiatrists, or others who are duly licensed to practice their respective professions in the State of Florida, as well as others, including but not limited to technicians and assistants, who are acting under the supervision and control of a licensed health care practitioner. A space of 5,000 square feet or less, consisting of facilities providing diagnostic analysis of medical tests (such as blood test, urinalysis, computerized tomography (CT), x-ray or other medical tests related to diagnostic treatment) are to be considered as medical offices. Retail pharmacies staffed by pharmacists that sell prescription drugs, nonprescription drugs or both and other retail goods for sale to the public, are not medical offices. Offices for social workers and mental health counselors are not medical offices. Pain management clinics, as defined in this provision, are medical offices.

* * *

Section 3. That if any clause, section, sentence or phrase of this Ordinance is for any reason held unconstitutional or invalid by a competent jurisdiction, the holding shall not affect the validity of the remaining portions of this Ordinance.

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

Section 5. That this Ordinance shall be in force and take effective immediately upon its passage and adoption.

PASSED on first reading on November 9, 2021.

PASSED AND ADOPTED on second reading on _____, 2021.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

SEP 20 2021



JUSTIFICATION FOR REQUEST FOR ZONING TEXT AMENDMENT

RE: OFFICE-BASED LABORATORIES

(1) Lab Gurus

Applicant Lab Gurus LLC ("Lab Gurus") is a licensed clinical laboratory located at 3316 Griffin Road. Their business is to perform toxicology screening on urine samples as well as chemistry and hematology testing on blood samples. All samples are delivered to the premises and stored in refrigerated cases until tested and the results provided to the health care entity providing the samples for testing for their patients.

In Florida, such office-based labs are regulated by the federal government through the Centers for Medicaid and Medicare Services' (CMS) administration of the Clinical Laboratory Improvement Amendments (CLIA). The use is accredited by the Commission on Office Laboratory Accreditation (COLA) for office-based lab uses and all testing is quality control measured by the College of American Pathologists (CAP). All testing personnel are licensed through the State of Florida as required.

(2) Zoning

The City's Code of Ordinances, through its Land Development Regulations, currently relegates all forms of "Laboratories" to a few Industrial-zoned areas of the City, as provided in Section 115-40. The LDR do not have a definition of "Laboratory" which has resulted in typical, small, modern-day laboratories which are regularly found within commercial business settings such as Lab Gurus to be excluded. By way of example, in the City's C-2/Community Business zoning district, Office uses, including business, professional and medical offices, are Permitted uses. The proposed office-based limited testing laboratory is entirely compatible with other commercial office-based uses in hours of operation and intensity. There are no noxious smells or noises that emanate from the use and required off-street parking is nominal.

(3) Lease & Building Permits

Due to a mutual misunderstanding and clerical errors with the City, Lab Gurus entered into a lease with the landlord of its current premises in 2018. In order to use the premises for its intended purposes, they engaged the services of an architect and general contractor to build the space out. Building permits and plans were submitted to the City for review and approval. The use has been in operation since that time. On or about June 2021, City staff conducted a general inspection of the plaza and identified Lab Gurus as not having the appropriate zoning paperwork on file with the City. Further review revealed that "Medical and Dental Laboratories" are not

otherwise permitted in the relevant C-2 zoning district. However, City staff has inspected the premises and has concurred that the use is compatible with other Office and commercial uses.

(4) Summary

The proposed zoning text amendment seeks to create a definition of "Laboratory" such that office-based lab uses similar to Lab Gurus will be treated the same as other Office-based uses. This amendment will facilitate ongoing business investment within the City by allowing this highly compatible use to exist along with other similar uses. More intense "industrial" types of laboratories engaged in large-scale scientific research, testing and manufacturing using chemicals and substances will remain within the City's Industrial zoned districts.

Sec. 725-30. - Terms defined.¹

Laboratory. A room or building equipped for scientific experiments, research, teaching, or for the manufacturing of drugs or chemicals.

Office, business. Any office other than a medical office or professional office. Excludes financial institutions.

Office, medical. A facility providing services to the public by physicians, dentists, surgeons, chiropractors, pharmacists, osteopaths, physical therapists, nurses, acupuncturists, podiatrists, optometrists, psychiatrists, or others who are duly licensed to practice their respective professions in the State of Florida, as well as others, including but not limited to technicians and assistants, who are acting under the supervision and control of a licensed health care practitioner. A space of 5,000 SF or less, consisting of facilities providing diagnostic analysis of medical tests (such as blood test, urinalysis, CT scan, x-ray or other medical tests related to diagnostic treatment) are medical offices. Retail pharmacies staffed by pharmacists that sell prescription drugs, nonprescription drugs or both and other retail goods for sale to the public, are not medical offices. Offices for social workers and mental health counselors are not medical offices. Pain management clinics, as defined in this provision, are medical offices.

Office, professional. An office that is not in the same building with any associated storage or warehousing, and that functions with minimal on-premises consultation or visitation, in contrast to medical offices, studios, financial institutions, and other establishments where business transactions occur largely on-premises.

¹ "Office, business" and "Office, professional" are included for reference only and have not been revised.

RECEIVED

SEP 20 2021

**BEIGHLEY
MYRICK
UDELL
+ LYNNE**

2385 Executive Center Drive, Suite 250
Boca Raton, FL 33431
Telephone (561) 549-9036 • Fax (561) 491-5509

September 17, 2021

VIA EMAIL AND FEDEX

Corrine Lajoie, AICP
Assistant Director
City of Dania Beach
100 W. Dania Beach Blvd.
Dania Beach, FL 33004

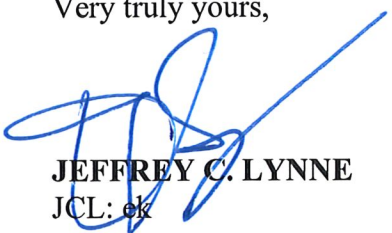
RE: ZONING TEXT AMENDMENT – 3316 GRIFFIN ROAD – LAB GURUS, LLC

Dear Corrine:

On behalf of our client, Lab Gurus, LLC, enclosed please find a completed Standard Development Application for a Zoning Text Amendment regarding the above referenced matter. Enclosed are the following items:

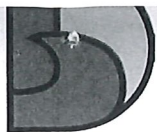
- A complete, signed and notarized Standard Development Application;
- Application fee of \$6,000;
- Written justification of request; and
- Draft Ordinance with proposed text amendment language

Very truly yours,



JEFFREY C. LYNNE
JCL: ek

Cc: Richard G. Lorber, Planning and Zoning Manager (via e-mail)
Walter Duke (via e-mail)
Lisa Duke (via e-mail)
Kayla MacDonald (via e-mail)
Bryan Alzate (via e-mail)



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

Address 330-3426 GRIFFIN RD

Date: 6/22/21

Folio # 5042-31-03-0031

DAYS TO COMPLY: 21

- ☐ 8-21(a)(2)(g) Windows and doors must be weather tight and in good repair fully operate and have screens
- ☐ 8-21(a)(4)(a) Foundations/floors/walls/roofs/bldg. parts must be in good repair
- ☐ 8-21(a)(4)(d) Plumbing fixtures/pipes/drains must be in good repair w/o leaks/defects
- ☐ 8-21(a)(4)(e) Electrical wiring/accessories must be in good repair & nothing exposed
- ☐ 8-21(a)(4)(f) Fence / Wall / Enclosure must be in good repair
- ☐ 8-21(a)(5)(a)(2) All surfaces must be painted or protected and maintained
- ☐ 8-21(a)(5)(d) All yard areas exposed must have vegetative material
- ☐ 8-22(a)(1) Commercial properties nuisances and hazards
- ☐ 8-22(a)(3) Commercial properties Minimum Standards
- ☐ 13-29 Unpermitted standing water with possible/confirmed mosquito breeding
- ☐ 13-34(a) Unpermitted nuisance/trash/junk/debris/stagnant water accumulation
- ☐ 13-34(b) Property AND right of way require maintenance/cleaning
- ☐ 13-34(c) Untended veg on IMPROVED prop and/or R/W requires cutting (8" max)
- ☐ 13-74(c) Trash Receptacle Prior Placement / Removal
- ☐ 14-2(a) Junked/abandoned/unlicensed vehicles on premises
- ☒ 15-1 **Business Tax Receipt required for business/property**
- ☐ 16-2(d) No approvals for use as a Vacation Rental
- ☐ 22-1 Building numbers required (FRONT / REAR / ALLEY)
- ☐ 22-5(i)(5) Requires sod/vegetative material to be planted in unpaved swale areas
- ☐ 22-5(i)(5)(d) Trees must have a clearance of 8 ft above sidewalk & 14 ft above street
- ☐ 22-21 Sidewalk must be maintain in uniform repair
- ☒ 100-40(D) Prohibited use on the subject property
- ☒ 100-50 **No Certificate of Use** SIGN COMP USA & SHARPE TOWN & L&B GROUP.
- ☐ 105-60(F) Pool on site does not have a proper enclosure or it is not secured/locked
- ☐ 105-120(A) Prohibited class A commercial vehicle in a residential area
- ☐ 105-130(A)(1) RV/boat/trailer must be parked/stored in the side or rear yard
- ☐ 105-130(A)(3) RV/boat/trailer parking on R/W is prohibited
- ☐ 105-130(B) RV/boat/trailer max height may not exceed 13.5 feet
- ☐ 105-130(C) RV/boat/trailer may not exceed 30 feet in length and/or 10 feet in width
- ☐ 105-130(E) Max Number/ Parking- utility trailer/ recreational vehicle/ boat
- ☐ 105-140(E) Unpermitted use of regulated vehicle on site (storage/sleeping in/etc.)
- ☐ 265-100(C) Parking areas must be kept in good repair
- ☐ 265-130(D) Prohibited Parking - Parking on unapproved surface
- ☐ 290-50(D) Dumpsters must be closed and no debris located around them
- ☐ 505-30(G)(2) All signs & structures must be kept in good condition and neat appearance
- ☐ 505-50 Prohibited Signs on Property
- ☐ 825-200(A) Tree Removal/Abuse Violation - Get any required tree permit for tree removal or abuse
- ☐ FBC 105.1 Permits required for any construction/building activities

Comments: SEE detail Inspection Report.



Posted Notice



Hand Delivered - Received by: Print _____

Sign: _____

Office Use: Mail ☒ Cert. # _____

Approved By: EW

Proactive: _____

Reactive: ☒

Case # 2021-1142

Inspector: OSORIO

ID #

3428

Contact # 954-924-6810 x 3706



City of Dania Beach, Florida
Department of Community Development
Planning and Zoning Division
(954) 924-6805 X3643
(954) 922-2687 Fax

Standard Development Application

RECEIVED

SEP 20 2021

- ☐ Administrative Variance
- ☐ Land Use Amendment
- ☐ Plat
- ☐ Rezoning
- ☐ Site Plan
- ☐ Special Exception
- ☐ Variance
- ☒ Other: Zoning Text Amendment

Date Rec'd: _____

Petition No.: TX-077-21

(SEE APPLICATION TYPE SCHEDULE ON PAGES 3 & 4)

THIS APPLICATION WILL NOT BE ACCEPTED UNTIL IT IS COMPLETE AND SUBMITTED WITH ALL NECESARRY DOCUMENTS. Refer to the application type at the top of this form and "Required Documentation" checklist to determine the supplemental documents required with each application. For after the fact applications, the responsible contractor of record shall be present at the board hearing. Their failure to attend may impact upon the disposition of your application. As always, the applicant or their authorized legal agent must be present at all meetings. All projects must also obtain a building permit from the City Building Division. For more information please reference the **Dania Beach Land Development Code Part 6, Development Review Procedures and Requirements.**

Location Address: 3316 Griffin Road

Lot(s): See Exhibit "A" Block: See Exhibit "A" Subdivision: See Exhibit "A"

Recorded Plat Name: See Exhibit "A"

Folio Number(s): 5042 31 03 0031 Legal Description: See Exhibit "A"

Applicant/Consultant/Legal Representative (circle one) Jeffrey C. Lynne, Esquire

Address of Applicant: 2385 Executive Center Drive, Suite 250, Boca Raton, FL 33431

Business Telephone: 561.549.9036 Home: 561.239.0839 Fax: 561.491.5509

E-mail address: jlynnne@bmulaw.com

Name of Property Owner: Griffin Partners Inc.

Address of Property Owner: 3316 Griffin Road, Dania Beach, FL 33312

Business Telephone: 954-416-2409 Home: n/a Fax: n/a

Explanation of Request: Zoning Text Amendment

For **Plats** please provide proposed **Plat Name** for **Variances** please attach **Criteria Statement** as per **Section 625.40 of the Land Development Code.**

Prop. Net Acreage: n/a Gross Acreage: n/a Prop. Square Footage: n/a

Existing Use: n/a Proposed Use: n/a

Is property owned individually, by a corporation, association, or a joint venture? Corporation

AUTHORIZED REPRESENTATIVE

I/we are fully aware of the request being made to the City of Dania Beach. If I/We are unable to be present, I/we hereby authorize Jeffrey C. Lynne, Esquire (individual/firm) to represent me/us in all matters related to this application. I/we hereby acknowledge that the applicable fee was established to offset administrative costs and is not refundable.

I/we are fully aware that all approvals automatically expire within 12 months of City of Dania Beach Planning and Zoning Board or City Commission approval, or pursuant to the expiration timeframe listed in Part 6 of the Dania Beach Land Development Code.

STATE OF FLORIDA
COUNTY OF BROWARD
The foregoing instrument
Was acknowledged

By: [Signature]
(Owner / Agent signature*)

BEFORE ME THIS 10th DAY OF September, 20 21

By:

BENNETT DAVID
(Print name of person acknowledging)

(Joint owner signature if applicable)

Notary Joann D'Alessandro
(Signature of Notary Public – State of FLORIDA)



Personally known X or Produced Identification _____

Type of identification produced: _____ or Drivers License _____

***If joint ownership, both parties must sign. If partnership, corporation or association, an authorized officer must sign on behalf of the group. A notarized letter of authorization from the owner of record must accompany the application if an authorized agent signs for the owner(s).**

NO APPLICATION WILL BE AUTOMATICALLY SCHEDULED FOR A MEETING.

***ALL APPLICATIONS MUST BE DETERMINED COMPLETE BY STAFF
BEFORE PROCESSING OCCURS.***



CITY OF DANIA BEACH
COMMUNITY DEVELOPMENT
Payment Receipt

No: 001245

Date: 9/20/21

RECEIVED FROM:

Name: Beighley, Myrick, Udell & Lynne P.A

Address: 1255 West Atlantic Blvd, Suite 314

Address 2:

City/St/ZIP: Pompano Beach FL

Service or Item	Quantity	Amount
PSP - Public Hearing Items Application fee	1	\$6000.00
TOTAL DUE:		\$6000.00

Prepared by: Ibel Larios

Additional Information

Public Hearing Item
Address: 3316 Griffin Road
Project: Lab Guru
File #: TX-077-21
Zoning Text Amendment

Check #: 0195

PAYMENT DATE

09/20/2021

COLLECTION STATION

City Hall Window 1

RECEIVED FROMBEIGHLEY, MYRICK,
UDELL & LYNNE PA**City of Dania Beach**
100 W. Dania Beach Blvd.
Dania Beach, FL 33004**BATCH NO.**

2021-12000874

RECEIPT NO.

2021-00043357

CASHIER

fincashier1

ENTRY DATE

09/20/2021 03:57:57 PM

DESCRIPTION

1255 WEST ATLANTIC BLVD SUITE 314 POMPANO BEACH, FL

PAYMENT CODE		RECEIPT DESCRIPTION		TRANSACTION AMOUNT
PSP		Appl Review - Standard 3316 GRIFFIN ROAD LAB GURU TX-077-21		\$6,000.00
Payments:		Type	Detail	Amount
		Check	0195	\$6,000.00
Total Amount:				\$6,000.00

Customer Copy

0195

Beighley, Myrick, Udell & Lynne P.A.

IOTA Account
1255 West Atlantic Blvd. Suite 314
Pompano Beach, FL
954-784-3298

PROFESSIONAL BANK

63-1657/670

9/14/2021

PAY TO THE
ORDER OF

City of Dania Beach

\$ **6,000.00

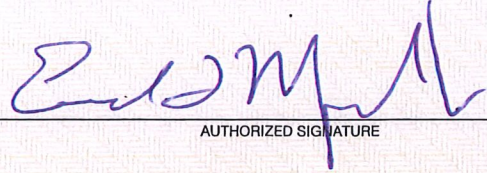
Six Thousand and 00/100

DOLLARS

City of Dania Beach

MEMO

Filing Fee



AUTHORIZED SIGNATURE

⑈000195⑈ ⑈067016574⑈ 2021978⑈

Security features. Details on back.



Beighley, Myrick, Udell & Lynne P.A

0195

City of Dania Beach

9/14/2021

6,000.00

IOTA Trust Account Filing Fee

6,000.00

City of Dania Beach APPLICATION TYPE AND FEE SCHEDULE

INCOMPLETE SUBMITTALS ARE NOT ACCEPTABLE FOR REVIEW AND PROCESSING.

The following fees shall apply to all applications for land use plan amendments, rezoning, special exception use, variances, site plans and other zoning related applications. These fees are used to defray staff cost in the evaluation of the proposal made and provide for the required notices and public advertisements according to Florida State statutes and the Dania Beach Land Development Code. Should any applicant have more than one type of request submitted to the City, the applications involved should be submitted at the same time. The present City policy is to have concurrent reviews being processed before the final review and actions by the Planning and Zoning Board, City Commission, or both. It is the obligation of each applicant to review the appropriate City Codes and design standards related to the proposal before making any application to the City. The standard review process for all development applications are two (2) review cycles. **Any additional review or public notice required by staff or professional consultants will be charged to the applicant as per "Section 685-10 Cost Recovery for Development Review" of the Dania Beach Land Development Code.**

APPLICATION TYPE	FEE
LAND USE	
Assignment of Flex Units or Acreage	Filing fee = \$4,000.00 plus \$5.00 per flex, reserve or LAC/RAC unit or hotel room or \$100 per acre or portion of such area <i>Includes Staff processing, 2 review cycles, advertising and notice costs</i>
Change of Land Use	Filing fee = \$7,000.00, plus \$500.00 per acre or portion of area <i>Includes Staff processing, 2 review cycles, advertising and notice costs</i>
ZONING	
Change of Zoning (Rezoning)	Less than 2 acres - \$2,600.00 Greater than 2 acres - \$6,200.00 <i>Includes Staff processing, 2 review cycles, advertising and notice costs</i>
Zoning Code Text Amendment	Changing the list of Permitted Uses - \$6,000.00 General Text - \$2,000.00
PLAT	(Perimeter) Filing fee = \$3,000.00 plus \$50.00 per acre or portion of such area (Subdivision) Filing fee = \$3,000.00 plus \$100 per acre or portion of such area Cost Recovery Fee: \$5,000.00 <i>Includes Staff processing, 2 review cycles, advertising and notice costs</i>
Delegation Request	\$1,500.00 Cost Recovery Fee: \$5,000.00 <i>Includes Staff processing, 2 review cycles, advertising and notice costs</i>
SITE PLAN	
Site Plan	Filing Fee: \$3,000.00 Plus , retainer for staff/consultant review, administrative and notice costs as per "Section 685-10 Cost Recovery for Development Review" of the Land Development Code) Cost Recovery= \$5,000.00 Fire Plan Review Fee: \$1,120.00 Minimum fee: \$ 9,120.00 <i>Includes Staff processing, two (2) review cycles, advertising and notice costs</i>
Site Plan Revisions	Filing Fee: \$1,500.00 Fire Plan Review Fee: \$200.00 Cost Recovery Fee: \$5,000.00 <i>Two (2) review cycles.</i> <i>(Plus, fee for each associated variance as listed in the fee schedule and cost as per "Section 685-10 Cost Recovery for Development Review" of the Land Development Code)</i>
Extension of Approval(s) (Site plan, variance, special exception requests)	\$1,250.00 – Single Extension (PLUS) an additional \$ 250.00 for each associated approval

City of Dania Beach
APPLICATION TYPE AND FEE SCHEDULE

SPECIAL EXCEPTION	
SPECIAL EXCEPTION	Filing fee = \$4,000.00 <i>Includes Staff processing, 2 review cycles, advertising and notice costs</i>
Additional Resubmittal (In addition to the standard (2) review cycles)	Any additional review or public notice required by staff or professional consultants due to the negligence of the applicant will be charged to the applicant as per Article 685-10 Cost recovery for Development Review of the Dania Beach Land Development Code.
VARIANCES, APPEALS & WAIVERS	
Administrative, Single Family	\$ 350.00
Administrative, all other	\$ 700.00
Single Family/Community Facility	\$ 500.00
Duplex & Triplex	\$1,150.00
Multifamily, Hotel, Condo-Hotel (per variance)	\$2,500.00
Nonres. (per variance), Wall Signs, Monument Signs, Pole Signs (As permitted)	\$2,000.00
Appeal (single family & comm fac)	\$ 700.00
Appeal (all other uses)	\$2,000.00
Dumpster Appeal to Com. Dev. Dir.	\$ 200.00
Dumpster Appeal to City Com.	\$ 500.00
Alcoholic Beverage Variance	\$1,400.00
Mobility Application	\$1,400.00
Traffic-way Waiver	\$4,000 .00
Vacation – Road/Easement	\$3,500.00
Alcohol Beverage Variance	\$1,400.00
Alcohol Extended Hours License Application	\$2,400.00
Alcoholic Beverage Waiver	\$1,000.00
Zoning Review: State Liquor License	\$ 125.00
Outdoor Seating/Dinning	\$ 100.00
Assisted Living Facility	\$ 100.00
CRA Grant Application	\$ 250.00
UNSPECIFIED	\$ 500.00 (PLUS any outside costs incurred by the city as per "Section 685-10 Cost Recovery for Development Review" of the land Development Code)
Zoning Information Letter	\$ 300.00
Certificate of Use- Residential	\$ 50.00
Super Graphic	\$ 250.00

Revised – 02-24-21 as per City Commission Approval Resolution #2021-021

EXHIBIT "A"

DONNA SUB 55-24 B RESUB POR LOT 4-9 BLK 1 31-50-42, BLK 2 W 454, TOG WITH LOT 3 BLK 3, TOG WITH VAC SW 33 TERR, TOG WITH 25 FT ALLEY LYING S OF BLK 2 & LOT 3 BLK 3, TOG WITH 20 FT ALLEY LYING W OF LOT 3 BLK 3, LESS PT INC IN PAR 16 W OF CA 81-22450 FOR R/W & LESS POR DESC IN OR 27993/860 AS R/W



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Profit Corporation
GRIFFIN PARTNERS, INC.

Filing Information

Document Number	P97000105736
FEI/EIN Number	65-0813458
Date Filed	12/16/1997
State	FL
Status	ACTIVE
Last Event	AMENDED AND RESTATED ARTICLES
Event Date Filed	01/04/2021
Event Effective Date	NONE

Principal Address

3300 N 29TH AVE,
SUITE 101
HOLLYWOOD, FL 33020

Changed: 03/23/2010

Mailing Address

3300 N 29TH AVE, STE 101
HOLLYWOOD, FL 33020

Changed: 03/23/2010

Registered Agent Name & Address

DAVID, BENNETT LIII
3300 N 29TH AVE,
SUITE 101
HOLLYWOOD, FL 33020

Address Changed: 03/23/2010

Officer/Director Detail

Name & Address

Title DP

DAVID, BENNETT LIII
3300 N 29TH AVE, STE 101
HOLLYWOOD, FL 33020

Title DVS

ZASTENIK, RALPH
3300 N 29TH AVE, STE 101
HOLLYWOOD, FL 33020

Annual Reports

Report Year	Filed Date
2019	02/19/2019
2020	03/04/2020
2021	02/03/2021

Document Images

02/03/2021 – ANNUAL REPORT	View image in PDF format
01/04/2021 – Amended and Restated Articles	View image in PDF format
03/04/2020 – ANNUAL REPORT	View image in PDF format
02/19/2019 – ANNUAL REPORT	View image in PDF format
03/13/2018 – ANNUAL REPORT	View image in PDF format
02/13/2017 – ANNUAL REPORT	View image in PDF format
03/11/2016 – ANNUAL REPORT	View image in PDF format
04/24/2015 – ANNUAL REPORT	View image in PDF format
03/21/2014 – ANNUAL REPORT	View image in PDF format
04/23/2013 – ANNUAL REPORT	View image in PDF format
04/23/2012 – ANNUAL REPORT	View image in PDF format
04/04/2011 – ANNUAL REPORT	View image in PDF format
03/23/2010 – ANNUAL REPORT	View image in PDF format
04/24/2009 – ANNUAL REPORT	View image in PDF format
01/30/2008 – ANNUAL REPORT	View image in PDF format
05/02/2007 – ANNUAL REPORT	View image in PDF format
04/03/2006 – ANNUAL REPORT	View image in PDF format
09/22/2005 – Amended and Restated Articles	View image in PDF format
05/02/2005 – ANNUAL REPORT	View image in PDF format
04/22/2004 – ANNUAL REPORT	View image in PDF format
01/29/2003 – ANNUAL REPORT	View image in PDF format
05/28/2002 – ANNUAL REPORT	View image in PDF format
04/24/2001 – ANNUAL REPORT	View image in PDF format
05/04/2000 – ANNUAL REPORT	View image in PDF format
04/30/1999 – ANNUAL REPORT	View image in PDF format
05/28/1998 – ANNUAL REPORT	View image in PDF format
12/16/1997 – Domestic Profit	View image in PDF format



Printed: 10/21/2021 8:54:41 AM

Page 1 of 3

Order ID: 7068852

* Agency Commission not included

GROSS PRICE * : \$307.50

PACKAGE NAME: SSC Notice of Public Meeting

Order ID: 7068852

* Agency Commission not included

GROSS PRICE * : \$307.50**PACKAGE NAME: SSC Notice of Public Meeting****Product(s):** Sun Sentinel, Affidavit, Floridapublicnotices.com**AdSize(s):** 2 Column**Run Date(s):** Monday, October 25, 2021**Zone:** Full Run**Color Spec.** B/W**Preview**

**NOTICE OF PUBLIC HEARING
CITY OF DANIA BEACH, FLORIDA**

A Public Hearing will be conducted by the City of Dania Beach City Commission on the following date to consider the following application:

DATE: Tuesday, November 9, 2021**TIME:** 7:00 p.m. or as soon thereafter as the same may be heard**PLACE:** Please call a week ahead at 954-924-6805 Ext.3792 to confirm meeting location:**IF VIRTUAL:** Please visit www.daniabeachfl.gov/virtualmeetings for detailed instructions and the specific requirements for participating in the City's virtual quasi-judicial land use meetings.**IF IN PERSON:** City Commission Chambers
Dania Beach City Hall
100 West Dania Beach Blvd.
Dania Beach, FL 33004**SUBJECT:** TX-077-21: The applicant, City of Dania Beach, is requesting a text amendment to the City's Unified Land Development Code modifying the development regulations for laboratories (First Reading).

The following is the proposed Ordinance of the matter:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA RELATING TO THE LAND DEVELOPMENT CODE (LDC); AMENDING SECTION 725-30, ENTITLED "TERMS DEFINED" BY (1) CREATING A DEFINITION FOR "LABORATORY"; (2) AMENDING THE DEFINITION OF "OFFICE, MEDICAL" TO INCLUDE SPECIFIC NON-LABORATORY USES; AND (3) AMENDING SECTION 115-40, ENTITLED "SCHEDULE OF PERMITTED USES" FOR INDUSTRIAL ZONED DISTRICTS RELATING TO LABORATORIES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

Copies of the proposed requests or applicable information are available on line. For more information, please call the Planning Division at (954) 924-6805 Ext. 3704 and staff will direct you to the on-line project information.

Please be advised that if a person decides to appeal any decision made by Local Planning Agency, the Planning and Zoning Board or the City Commission with respect to any matter considered at this hearing, such person will need a verbatim record of the proceedings and for this purpose such person 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. The City does not provide or prepare such record pursuant to F.S. 286.0105.

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 West Dania Beach Boulevard, Dania Beach, Florida 33004, (954) 924-6800 Ext. 3624, at least 48 hours prior to the meeting.

Order ID: 7068852

* Agency Commission not included

GROSS PRICE * : \$307.50**PACKAGE NAME: SSC Notice of Public Meeting****Application Information**

Application Site: City Wide

Project: To request a text amendment to the City's Unified Land Development Code modifying the development regulations for laboratories

Request: Text Amendment

Applicant: City of Dania Beach

Hearing Date & Time: November 9, 2021 at 7:00 PM

Hearing Location: Please call a week ahead at 954-924-6805 Ext. 3792 to confirm meeting location:

If Virtual: Please visit www.daniabeachfl.gov/virtualmeetings for detailed instructions and the specific requirements for participating in the City's virtual quasi-judicial land use meetings.

If in person: City Commission Chambers, Dania Beach City Hall, 100 West Dania Beach Blvd.

Contact Information: Anne-Christine Carrie, Senior Planner, 954-924-6805 Ext 3654

10/25/2021 7068852

**NOTICE OF PUBLIC HEARING
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IF IN PERSON: City Commission Chambers
Dania Beach City Hall
100 West Dania Beach Blvd.
Dania Beach, FL 33004

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Contact Information: Anne-Christine Carrie, Senior Planner, 954-924-6805 Ext 3654

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Resolution

Continued from:

Requested Action (Identify appropriate Action or Motion)

ADOPT RESOLUTION APPROVING THE SITE PLAN MODIFICATION (SP-052-16MOD2), SUBMITTED BY DANIA BEACH RENTALS, LLC, FOR THE PROPERTY LOCATED AT 601 EAST DANIA BEACH BOULEVARD IN THE CITY OF DANIA BEACH, FLORIDA, AS LEGALLY DESCRIBED IN EXHIBIT "A", A COPY OF WHICH IS ATTACHED TO AND INCORPORATED BY REFERENCE INTO THIS RESOLUTION

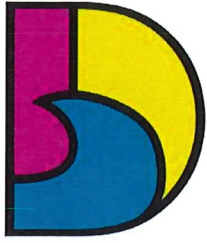
Purchasing Requests ONLY

Dept:	Acct #:	Amt:
Fund:		

Fiscal Impact/Cost Summary

Exhibits Attached

Memo, Staff Report, R-2021- Dania Beach Rentals (Seaview) Site Plan Modification (SP-052-16MOD2), Supporting Documents, Location Map



DANIA BEACH
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**CITY OF DANIA BEACH
COMMUNITY DEVELOPMENT DEPARTMENT
MEMORANDUM**

DATE: November 9, 2021

TO: Honorable Mayor and Commissioners

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

VIA: Candido Sosa-Cruz, Deputy City Manager
Eleanor Norena, CFM, Director

SUBJECT: **SP-52-16MOD2:** The applicant, J. Milton & Associates, LLC, on behalf of the property owner Dania Beach Rentals, LLC, is requesting a site plan modification for the property located at 601 East Dania Beach Boulevard.

Candido Sosa-Cruz

Digitally signed by Candido Sosa-Cruz
DN: cn=Candido Sosa-Cruz, o=City of
Dania Beach, ou=City Manager,
email=c.sosacruz@daniabeachfl.gov, c=US
Date: 2021.11.09 11:11:43 -0400

Request:

To modify an approved site plan and allow the addition of four dwelling units and no retail space.

Background

On February 14, 2017, this development was approved with a fourteen story, mixed-use structure consisting of 360 units and commercial space. The site plan was then modified to increase the number of units to 381 and reduce the structure's height to thirteen stories. The modification was approved on October 28, 2019, and the building is currently under construction. The present modification requested allows four additional units to the development, for a total of 385 dwellings.

Through the payment-in-lieu of 70 public parking spaces, the applicant was granted a bonus of six stories and 158 units. No additional incentives are required to qualify for the four new units.

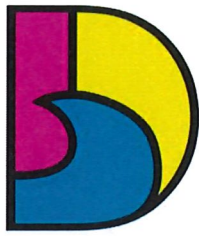
The DRC reviewed the project on October 14, 2021, and the outstanding items are listed in the resolution. The western driveway along East Dania Beach Boulevard is under review by FDOT and will require a replat if approved.

Budgetary Impact

None

Recommendation

The site plan request meets the development requirements and density and height incentives identified in the City's Land Development Code (LDC) provided the outstanding DRC comments are made a condition of the approval. Approve the resolution granting site plan modification approval.



DANIA BEACH
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CITY OF DANIA BEACH
COMMUNITY DEVELOPMENT DEPARTMENT
STAFF REPORT

DATE: November 9, 2021

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

FROM: Eleanor Norena, CFM, Director

VIA: Candido Sosa-Cruz, Deputy City Manager
Corinne Lajoie, AICP, Assistant Director
Anne-Christine Carrie, Senior Planner

SUBJECT: **SP-52-16MOD2:** The applicant, J. Milton & Associates, LLC, on behalf of the property owner Dania Beach Rentals, LLC, is requesting a site plan modification for the property located at 601 East Dania Beach Boulevard.

Request

To add four (4) additional dwelling units and remove 4,800 square feet of retail space.

PROPERTY INFORMATION

EXISTING ZONING:	Beach Gateway Mixed-Use (GTWY-MU)
LAND USE DESIGNATION:	Regional Activity Center (RAC)

VIOLATIONS ON PROPERTY

There are no outstanding code violations on this property.

Background

The subject property is four and a half (4.55) acres in size and located on the northwest corner of East Dania Beach Boulevard and Gulfstream Road. The original site plan was for a fourteen (14) story, mixed use building with 360 units and 4,800 square feet of commercial (R-2017-002). On October 28, 2019, a modified site plan was approved which reduced the number of stories to thirteen (13) and increased the number of units to 381 (R-2019-139). The applicant has since submitted plans for building permits but now requests to add four (4) additional dwelling units, for a total of 385 dwellings.

This property is located in the Regional Activity Center (RAC), which allows for a mix of uses, and an urban style development with high densities, which are meant to encourage redevelopment. The zoning designation of the property is Gateway Mixed-Use, which is intended to promote growth by allowing relatively tall buildings, but also requiring more front setback than other mixed-use zoning districts.

SITE PLAN

The applicant is proposing to construct a 13-story multifamily structure with 385 dwelling units and amenity areas. The project includes a 4-story garage. Along East Dania Beach Boulevard and Gulfstream Road, the garage will be screened from view by the residential units and private balconies.

Modifications

The ground floor commercial areas will be replaced with residential units and five (5) additional parking spaces were added. The public art area was moved to the east corner of the building where an architectural corner element was previously approved. The driveway proposed along the west property line is currently under review by FDOT and will require a replat of the property prior to issuance of the revised building permit. No changes are proposed to list of incentives that were previously accepted by the City.

Incentives

Pursuant to City Code, Article 305 entitled "Incentives," Section 305-60 "provide public parking", the applicant is utilizing the public parking incentive which provides for the additional height and density for the project. The zoning of the property permits a building height of seven (7) stories with opportunities to increase heights and density with various performance-based incentives (see Figure 303-22 in the Land Development Code). Section 305-20 of the Land Development Code (LDC) states that "[t]he developer can determine the type and extent of amenities to provide in order to reach the maximum permissible height shown on the height maps." Section 305-60 of the LDC identifies a "[b]onus of one (1) story, five (5) du/ac, and two and one half (2.5) percent impervious area for each ten (10) public parking spaces provided to the city for public parking use through city approval of dedication of the spaces for public use, or for payment in lieu of off-street parking...". At the time of issuance of building permit number 2020-00001300, the developer paid \$455,000 in-lieu of providing 70 public parking spaces (70 spaces x \$6,500 per space); per Sec. 265-92.B.1 and R-2019-139. This payment permitted the additional six (6) stories and 158 dwelling units shown on the modified site plan.

Impact Fees

The 385 multifamily dwellings require an Open Space Impact Fee of \$525,140 (385 X \$1,364); per R-2015-071. Per the submitted traffic study, the development will generate 115 new PM peak trips in the Regional Activity Center (RAC) and requires a total RAC Transportation Impact Fee of \$2,444.9 (\$21.26 per PM peak trip x 115 trips); per R-2014-049. In accordance with Article 811, the development will also contribute to the City's Public Art Program by paying 0.5% of the project cost or by placing an approved work of art on site. Payment of the impact fees and Art Program contribution will be made at the time of building permit.

DEVELOPMENT REVIEW COMMITTEE (DRC)

The modified site plan was reviewed on October 14, 2021, by the DRC, which includes personnel from the BSO Fire, Public Services, the City's landscape consultant and Community Development Department's Planning Division. The applicant has several outstanding staff comments that must be addressed prior to issuance of a building permit, or otherwise specified time frame, which are provided below. The following DRC comments are listed as conditions of approval in the resolution for the site plan modification:

CONDITIONS OF APPROVAL

1. The FDOT Pre-Application letter and/or the Driveway Permit will be required to be submitted when received. (TRAFFIC)
2. Updated Traffic Statement trip generation table must be revised to include the deduction for the existing trips for both the previously approved uses and the proposed use. (TRAFFIC)

3. The revised landscape requirements data table on sheet L-200 indicates 178 trees are being provided in the landscape plan, but the plant list appears to indicate 343 trees are proposed for the project (not including the 8 newly added Coconut Palms which are considered a Category II invasive species and do not count towards landscape or mitigation requirements). Please revise the "provided" column in the landscape data table to indicate the actual total number of qualified trees being proposed for each code category, ensure the sum total adds up to the overall trees provided in row 9 of the table, and ensure the difference between these proposed trees and required trees is reflected as the mitigation trees in row 8 of the table. (LANDSCAPE)
4. The City's native tree requirements percentage (Sec. 275-60) does not exclude palm trees. Please revise the bottom row of the landscape requirements table to include palm trees in the total required and total provided calculations. (LANDSCAPE)
5. Update the mitigation calculations in sheet L-100 to reflect the revised disposition of specimen tree 76, and the modified landscape plan/surplus trees identified in the landscape data table. Additionally, this section identifies trees 81 and 82 as specimen trees but these royal palms do not meet specimen size criteria. Ensure the updated calculations are reflected correctly in the landscape data table (currently an incorrect subtotal canopy of 9,735 sq. ft. is shown). (LANDSCAPE)
6. Revised impervious design appears to create a conflict with Sec. 275-190(H) which established minimum spacing of trees from impervious areas and structures. Please adjust tree locations to satisfy applicable spacing requirements. (LANDSCAPE)
7. Trees 5, 26-29, 50-56, 84, and 85 are Category 1 and 2 invasive species that do not require 150% canopy mitigation. Category 1 invasives only require 25% mitigation, and Category 2 invasives require 100% canopy mitigation. (LANDSCAPE)
8. The Landscape Data Table references street tree requirements per Sec. 507-20 of the City's code. This correct section should be referenced as 307-20. (LANDSCAPE)
9. The Landscape Plan uses letters to designate which code requirement is being satisfied by proposed trees, but many trees have no designation so staff cannot verify which requirement they are intended to contribute towards. (LANDSCAPE)
10. In order to allow the driveway along the west lot line, an NVAL amendment is needed. Submit a plat modification application in accordance with Article 640 prior to building permit. The replat will require approval by the City Commission. (PLANNING)
11. A recorded copy of the revised plat is required prior to issuance of a building permit. (PLANNING)
12. When submitting for building permits, include a narrative with responses to these conditions of approval. (PLANNING)
13. The corner element to the east is removed from the site plan. Revise 3-D rendering to reflect this change or remove graphic from plan sets. (PLANNING)
14. Provide the size of the new, last unit to the east, which may be no less than 500 SF; per Sec. 230-40.A. (PLANNING)
15. PHOTOMETRICS Provide a revised photometric plan which meets the requirements of Sec. 280-40. Light levels at the property lines, abutting residential properties cannot exceed 0.5 f.c. Please note that the sheet submitted with the building permit was not consistent with this code requirement. (PLANNING)
16. DUMPSTER: On site plan, identify dumpsters which shall be consistent with Article 290. (PLANNING)
17. At building permit, provide an updated FAA approval letter. (PLANNING)
18. Improve Gulfstream Road to rehabilitate the entire roadway width, including resurface, pavement markings, signage, new sidewalk and new right turn lane onto Dania Beach Boulevard and any

necessary transitions, per Resolution No. 2017-002. Provide timeline and designs for review by staff. (PLANNING)

19. Provide a two foot (2') wide by forty foot (40') long paved bus landing pad (8' total expanded sidewalk) on Dania Beach Boulevard commencing 150 feet east of west plat limit & continuing east for forty feet (40'), per Broward County Development Review Report, per Resolution No. 2017-002. Provide designs and status. (PLANNING)
20. Prior to issuance of a building permit, the Applicant shall construct a southbound left turn lane at the intersection of Gulfstream Rd and East Dania Beach Blvd and a northbound left turn lane at the site entrance on Gulfstream Rd; per Resolution No. 2017-002 and conditions of approval by Traffic Consultant dated 1/17/20. (PLANNING)
21. OPEN SPACE IMPACT FEE: Per Resolution No. 2015-071, the total impact fee for Recreation and Open Space for this development is \$525,140 (385 X \$1,364). A total of \$434,340 was received when permit #20-00001300 was issued. The balance of \$90,800 will be due at time of building permit issuance. (PLANNING)
22. RAC TRAFFIC IMPACT MITIGATION: Per Resolution No. 2014-049, the RAC Traffic Impact Mitigation for the 385 units proposed is \$2,444.9 (\$21.26 per PM peak trip x 115 trips). The fee for the previous configuration of this project amounted to \$2,507.50 (118 PM Peak trips x \$21.26) and was received when permit #20-00001300 was issued. At building permit issuance, a credit in the amount of \$62.60 will be issued to the developer. (PLANNING)
23. PUBLIC ART PROGRAM: At the time of issuance of permit number 2020-00001300, the applicant paid a total of \$250,000 (0.5% of project cost) towards the Public Art Program and in accordance with Article 811. The final amount due for the Public Art Program will be determined when the revised building permit is issued. (PLANNING)

City Commission Previous Action

- On February 14, 2017, the City Commission approved the original site plan with conditions (R-2017-002).
- On October 28, 2019, the City Commission approved the first modification to this site plan (R-2019-139).

Recommendation

The site plan request meets the development requirements and density and height incentives identified in the City's Land Development Code (LDC) provided the outstanding DRC comments are made a condition of the approval. Approve the resolution granting site plan modification approval.

RESOLUTION NO. 2021-179

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE SITE PLAN MODIFICATION (SP-052-16MOD2), SUBMITTED BY DANIA BEACH RENTALS, LLC, FOR THE PROPERTY LOCATED AT 601 EAST DANIA BEACH BOULEVARD IN THE CITY OF DANIA BEACH, FLORIDA, AS LEGALLY DESCRIBED IN EXHIBIT "A", A COPY OF WHICH IS ATTACHED TO AND INCORPORATED BY REFERENCE INTO THIS RESOLUTION; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 28, the "Land Development Code" (the "LDC"), Part 6, entitled "Development Review Procedures and Requirements," Article 635, entitled "Site Plans" of the City Code of Ordinances (the "City Code") provides that site plan approval is required as a condition to the issuance of a building permit; and

WHEREAS, on February 14, 2017, the Dania Beach City Commission passed and adopted Resolution No. 2017-002, approving a Site Plan submitted by Dunay, Miskel & Backman, LLP on behalf of the owner, Calm Properties, LLC (the "Applicant"), for the proposed construction of a new fourteen (14) story (360 units) multifamily residential development, and sixty-nine hundred (6,900) square feet of commercial development (SP-52-16) for property located at 601 East Dania Beach Boulevard in the City of Dania Beach, Florida (the "Property"), as legally described in Exhibit "A", a copy of which is made a part of and incorporated into this Resolution by this reference; and

WHEREAS, on October 28, 2019, the Dania Beach City Commission passed and adopted Resolution No. 2019-139, approving a Site Plan submitted by Calm Properties, LLC (the "Applicant"), for the proposed construction of a new thirteen (13) story (381 units) multifamily residential development, and two thousand (2,000) square feet of commercial development (SP-51-16MOD) for property located at 601 East Dania Beach Boulevard in the City of Dania Beach, Florida (the "Property"), as legally described in Exhibit "A"; and

WHEREAS, Dania Beach Rentals, LLC (the "Applicant") is requesting approval of a modified site plan for the proposed construction of a new 385-unit residential development (SP-052-16MOD2) as referenced in Exhibit "B," a copy of which is made a part of and incorporated into this Resolution by this reference, for property located at the Property; and

WHEREAS, the City Commission conducted a duly noticed public hearing in accordance with Article 610 of the LDC; and

WHEREAS, the City Commission finds that the approval of the revised Site Plan (SP-052-16MOD2) is consistent with the City's Land Development Code and Comprehensive Plan;

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

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

Section 2 That pursuant to Chapter 28 "Land Development Regulations," Part 6 "Development Review Procedures and Requirements," Article 635 "Site Plans," the following Site Plan Modification (SP-052-16MOD2), attached as Exhibit "B," is approved subject to compliance with the following conditions which must be satisfied prior to issuance of a building permit unless a different timeframe is specified within a specific condition (references to Sections are to those in the LDC):

1. The FDOT Pre-Application letter and/or the Driveway Permit will be required to be submitted when received. (TRAFFIC)
2. Updated Traffic Statement trip generation table must be revised to include the deduction for the existing trips for both the previously approved uses and the proposed use. (TRAFFIC)
3. The revised landscape requirements data table on sheet L-200 indicates 178 trees are being provided in the landscape plan, but the plant list appears to indicate 343 trees are proposed for the project (not including the 8 newly added Coconut Palms which are considered a Category II invasive species and do not count towards landscape or mitigation requirements). Please revise the "provided" column in the landscape data table to indicate the actual total number of qualified trees being proposed for each code category, ensure the sum total adds up to the overall trees provided in row 9 of the table, and ensure the difference between these proposed trees and required trees is reflected as the mitigation trees in row 8 of the table. (LANDSCAPE)
4. The City's native tree requirements percentage (Sec. 275-60) does not exclude palm trees. Please revise the bottom row of the landscape requirements table to include palm trees in the total required and total provided calculations. (LANDSCAPE)
5. Update the mitigation calculations in sheet L-100 to reflect the revised disposition of specimen tree 76, and the modified landscape plan/surplus trees identified in the landscape data table. Additionally, this section identifies trees 81 and 82 as specimen trees but these royal palms do not meet specimen size criteria. Ensure the updated calculations are reflected correctly in the landscape data table (currently an incorrect subtotal canopy of 9,735 sq. ft. is shown). (LANDSCAPE)
6. Revised impervious design appears to create a conflict with Sec. 275-190(H) which established minimum spacing of trees from impervious areas and structures. Please adjust tree locations to satisfy applicable spacing requirements. (LANDSCAPE)

7. Trees 5, 26-29, 50-56, 84, and 85 are Category 1 and 2 invasive species that do not require 150% canopy mitigation. Category 1 invasives only require 25% mitigation, and Category 2 invasives require 100% canopy mitigation. (LANDSCAPE)
8. The Landscape Data Table references street tree requirements per Sec. 507-20 of the City's code. This correct section should be referenced as 307-20. (LANDSCAPE)
9. The Landscape Plan uses letters to designate which code requirement is being satisfied by proposed trees, but many trees have no designation so staff cannot verify which requirement they are intended to contribute towards. (LANDSCAPE)
10. In order to allow the driveway along the west lot line, an NVAL amendment is needed. Submit a plat modification application in accordance with Article 640 prior to building permit. The replat will require approval by the City Commission. (PLANNING)
11. A recorded copy of the revised plat is required prior to issuance of a building permit. (PLANNING)
12. When submitting for building permits, include a narrative with responses to these conditions of approval. (PLANNING)
13. The corner element to the east is removed from the site plan. Revise 3-D rendering to reflect this change or remove graphic from plan sets. (PLANNING)
14. Provide the size of the new, last unit to the east, which may be no less than 500 SF; per Sec. 230-40.A. (PLANNING)
15. PHOTOMETRICS Provide a revised photometric plan which meets the requirements of Sec. 280-40. Light levels at the property lines, abutting residential properties cannot exceed 0.5 f.c. Please note that the sheet submitted with the building permit was not consistent with this code requirement. (PLANNING)
16. DUMPSTER: On site plan, identify dumpsters which shall be consistent with Article 290. (PLANNING)
17. Improve Gulfstream Road to rehabilitate the entire roadway width, including resurface, pavement markings, signage, new sidewalk and new right turn lane onto Dania Beach Boulevard and any necessary transitions, per Resolution No. 2017-002. Provide timeline and designs for review by staff. (PLANNING)
18. Provide a two foot (2') wide by forty foot (40') long paved bus landing pad (8' total expanded sidewalk) on Dania Beach Boulevard commencing 150 feet east of west plat limit & continuing east for forty feet (40'), per Broward County Development Review Report, per Resolution No. 2017-002. Provide designs and status. (PLANNING)
19. Prior to issuance of a certificate of occupancy, the Applicant shall construct a southbound left turn lane at the intersection of Gulfstream Rd and East Dania Beach Blvd and a northbound left turn lane at the site entrance on Gulfstream Rd; per Resolution No. 2017-002 and conditions of approval by Traffic Consultant dated 1/17/20. (PLANNING)
20. OPEN SPACE IMPACT FEE: Per Resolution No. 2015-071, the total impact fee for Recreation and Open Space for this development is \$525,140 (385 X \$1,364). A total of \$434,340 was received when permit #20-00001300 was issued. The balance of \$90,800 will be due at time of building permit issuance. (PLANNING)
21. RAC TRAFFIC IMPACT MITIGATION: Per Resolution No. 2014-049, the RAC Traffic Impact Mitigation for the 385 units proposed is \$2,444.9 (\$21.26 per PM peak trip x 115 trips). The fee for the previous configuration of this project amounted to \$2,507.50 (118 PM Peak trips x \$21.26) and was received when permit #20-00001300 was issued. At

building permit issuance, a credit in the amount of \$62.60 will be issued to the developer. (PLANNING)

22. PUBLIC ART PROGRAM: At the time of issuance of permit number 2020-00001300, the applicant paid a total of \$250,000 (0.5% of project cost) towards the Public Art Program and in accordance with Article 811. The final amount due for the Public Art Program will be determined when the revised building permit is issued. (PLANNING)

Section 3 That pursuant to Section 635-100 “Expiration of Site Plans” of the Land Development Code, Site Plan (SP-052-16MOD2) approval shall automatically expire and become null and void unless the Applicant files a complete building permit application with construction drawings for the improvements shown on the Site Plan, within eighteen (18) months from the date of this Resolution.

Section 4. That such application must be reviewed by the Broward County Aviation Department; the point of contact is William Castillo, Airport Planner, located at 220 SW 45 Street, Suite 101, Dania Beach, Florida 33312 (954) 359-6100.

Section 5 That the issuance of a development permit by a municipality does not in any way create any right on the part of an Applicant to obtain a permit from a state or federal agency, and does not create any liability on the part of the municipality for issuance of the permit if the Applicant fails to obtain requisite approvals or does not fulfill the obligations imposed by a state or federal agency, or undertakes actions that result in a violation of state or federal law.

Section 6. That all resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 7. That this Resolution shall be in force and take effect immediately upon its passage and adoption.

PASSED AND ADOPTED on November 9, 2021.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

EXHIBIT A
LEGAL DESCRIPTION

PARCEL "A", OF "CALM", ACCORDING TO THE PLAT THEREOF AS RECORDED IN
PLAT BOOK 183 AT PAGES 168 AND 169 OF THE PUBLIC RECORDS OF BROWARD
COUNTY, FLORIDA.

EXHIBIT B
SITE PLAN MODIFICATION

SITE PLAN MODIFICATION
SEPTEMBER 10TH, 2021

601 DANIA BEACH BOULEVARD



DEVELOPER:

J. MILTON
& ASSOCIATES
3211 PONCE DE LEON BLVD SUITE 301
CORAL GABLES, FLORIDA 33134
TEL: 305.460.6300
FAX: 305.460.0247

SCOPE OF WORK FOR SITE PLAN
MODIFICATION TO RESOLUTION No. 2019-139

THIS SITE PLAN MODIFICATION IS PROPOSING THE ELIMINATION
OF THE RETAIL AREA AT GROUND LEVEL AND REPLACE IT WITH 4
DWELLING UNITS

INDEX - LIST OF DRAWINGS

ARCHITECTURAL	
A-0.0	COVER SHEET
A-1.0A	SITE PLAN APPROVED
A-1.0P	SITE PLAN PROPOSED
A-1.1A	ZONING DATA APPROVED
A-1.1P	ZONING DATA PROPOSED
A-2.0A	GROUND FLOOR PLAN APPROVED
A-2.0P	GROUND FLOOR PLAN PROPOSED
A-3.0A	SOUTH ELEVATION APPROVED
A-3.0P	SOUTH ELEVATION PROPOSED

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SEA VIEW AT DANIA
LUX RESIDENCES
601 DANIA BEACH BOULEVARD
DANIA BEACH, FLORIDA
PRELIMINARY DESIGN

REV. #	DATE
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PROJECT NO.:	
DESIGNED BY:	C.M.
DRAWN BY:	
CHECKED BY:	C.D.
ISSUE DATE:	8/10/2020
DRAWING SCALE:	AS SHOWN



SHEET:
A-0.0

ZONING DATA SUMMARY COMPARISON CHART

	APPROVED RESOLUTION 2019-139	PROPOSED
LAND USE DESIGNATION:	REGIONAL ACTIVITY CENTER (RAC)	REGIONAL ACTIVITY CENTER (RAC)
ZONING:	GTWY-MU BEACH GATEWAY MIXED-USE DISTRICT	GTWY-MU BEACH GATEWAY MIXED-USE DISTRICT
LOT SIZE:	REQUIRED WIDTH 100' / PROVIDED 640' REQUIRED DEPTH 100' / PROVIDED 250'	REQUIRED WIDTH 100' / PROVIDED 640' REQUIRED DEPTH 100' / PROVIDED 250'
LOT AREA MEASURE TO PL	160,095 SF (3.67 ACRES)	160,095 SF (3.67 ACRES)
LOT AREA MEASURE TO R.O.W.	198,250 SF (4.55 ACRES)	198,250 SF (4.55 ACRES)
DENSITY ALLOWED:	85 D.U. /ACRE WITH INCENTIVES MAXIMUM ALLOWED = 386 D.U.	85 D.U. /ACRE WITH INCENTIVES MAXIMUM ALLOWED = 386 D.U.
PROPOSED DENSITY:	381 D.U. (83.7 D.U. PER ACRE)	385 D.U. (84.6 D.U. PER ACRE)
TOTAL GROSS FLOOR AREA:	665,100 SF	650,460 SF
F.A.R. MAX. ALLOWED: MAX 8.0 = 1,280,760 SF	4.24 APPROVED	4.06 PROPOSED
BUILDING LOT COVERAGE BY ROOFED STRUCTURE:	88,375 SF (NOT INCLUDING GALLERY)	81,700 SF 89,165 SF (INCLUDING GALLERY)
PROPOSED MAX. HEIGHT:	150 FEET TO ROOF SLAB / 14 STORIES WITH PARKING INCENTIVES	140'-0" FEET TO ROOF SLAB / 13 STORIES WITH PARKING INCENTIVES
FLOOD ZONE:	AE	AE
BASE FLOOD ELEVATION:	6' NAVD	6' NAVD

LEGAL DESCRIPTION

PARCEL "A", OF "CALM", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 183 AT PAGES 168 AND 169 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

BUILDING SETBACKS

	REQUIRED	PROPOSED	PROPOSED
FRONT SETBACK	30'	32'-4" 64'-2" PEDESTAL TOWER	32'-4" 64'-2" PEDESTAL TOWER
SIDE SETBACK (STREET)	10'	35'-5" 73'-6" PEDESTAL TOWER	62'-11-1/4" 73'-6" PEDESTAL TOWER
SIDE SETBACK (INSIDE LOT)	15' (ABUTTING RM-2)	63'-4" 75'-0" PEDESTAL TOWER	63'-6" 75'-0" PEDESTAL TOWER
REAR SETBACK	25'	25'-0" 45'-0" PEDESTAL TOWER	25'-2" 45'-0" PEDESTAL TOWER

UNIT BREAKDOWN TOTAL 381 D.U.

FLOOR / UNIT TYPE	EFFICIENCY	1B/1B UNIT	1B/1B-D UNIT	2B/2B UNIT	2B/2B-D UNIT	3B/2B UNIT	TOTAL UNITS
GROUND FLOOR	23	1					24
2ND FLOOR	26	3		1		1	31
3RD FLOOR	4	9	2	3		2	20
4TH FLOOR	4	9	2	3		2	20
5TH FLOOR	4	18		10	2		34
6TH FLOOR		20		12	4		36
7TH FLOOR		20		12	4		36
8TH FLOOR		20		12	4		36
9TH FLOOR		16		12	4		32
10TH FLOOR		16		12	4		32
11TH FLOOR		16		12			28
12TH FLOOR		16		12			28
13TH FLOOR		16		12			28
TOTAL UNITS	61	180	4	113	22	5	385 TOTAL UNITS

PARKING COUNT:

RESIDENTIAL PARKING REQUIRED:		COMMERCIAL COMPONENTS PARKING REQUIRED:	
61 EFFICIENCIES	x 1.0 = 61 PS	COMMERCIAL COMPONENTS:	
180 1B UNITS	x 1.25 = 225 PS	LEASING - 1200 SF / 300 SF = 4 PS	
4 1B-D UNITS	x 1.25 = 5 PS		
113 2B UNITS	x 1.75 = 197.75 PS		
22 2B-D UNITS	x 1.75 = 38.5 PS		
5 3B UNITS	x 1.75 = 8.75 PS		
GUESS 385 / 5 = 77 PS			
TOTAL RESIDENTIAL PARKING REQUIRED : 613 PS		TOTAL COMMERCIAL PS REQUIRED: 4 PS	
PARKING GRAND TOTAL REQUIRED:		617 P.S. REQUIRED	
PARKING GRAND TOTAL PROVIDED:		620 P.S. PROVIDED - INCLUDING 15 ACCESSIBLE P.S.	
LOADING SPACE (PER SECTION 270-20): 2 SPACES			
ACCESSIBLE PARKING CALCULATIONS:			
PARKING FOR D.U. F.B.C.ACC. 208.2.3.2 - 2%:		536 X .02 = 10.72	11
PARKING FOR GUESS, LEASING & RETAIL F.B.C.ACC. TABLE 208.2:		77 + 4 = 81	4
TOTAL ACCESSIBLE PARKING REQUIRED:		15 ACCESSIBLE P.S. REQ'D	
BIKE STORAGE:			
5% OF RESIDENTIAL PARKING = 613 X 0.05 = 31 RACK SPACES REQUIRED AND PROVIDED			
10% OF COMMERCIAL PARKING = 10 X 0.10 = 1 RACK SPACES REQUIRED AND PROVIDED			
32 RACK SPACES PROVIDED ON GROUND LEVEL			

FLOOR / UNIT TYPE	REGULAR PS	HC PS	TOTAL PS PER FLOOR
GROUND FLOOR	147	4	151
2ND FLOOR	157	4	161
3RD FLOOR	159	4	163
4TH FLOOR	142	3	145
TOTAL	615	15	620

PERVIOUS AND IMPERVIOUS COMPUTATIONS:

SECTION 303-70 (E) PERVIOUS LANDSCAPE LOT AREA - TWENTY-FIVE (25) PERCENT			
GROUND FLOOR IMPERVIOUS AREA	-	109,787 SF	68.58%
GROUND FLOOR LANDSCAPE PERVIOUS AREA	-	50,308 SF	31.42%

INCENTIVES PER SEC. 305-60

70 PUBLIC PARKING SPACES / 10 = 7 ADDITIONAL FLOORS
70 PUBLIC PARKING SPACES / 10 = 7 X 5 DU / AC = 35 ADDITIONAL DU / ACRE
70 PUBLIC PARKING SPACES / 10 = 7 X 2.5 IMPERVIOUS AREA

*INCENTIVE TO BE PROVIDED THROUGH PAYMENT IN LIEU OF OFF-STREET PARKING IN ACCORDANCE WITH SECTION 305-60 & SECTION 265-92

SIGNS

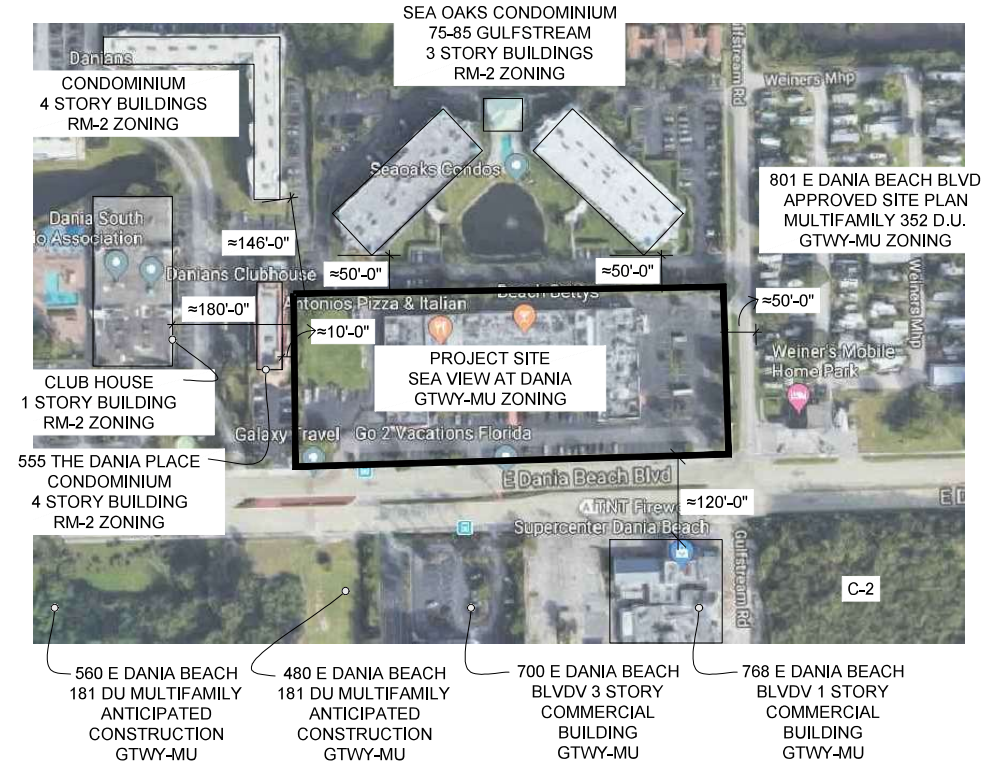
NOT PART OF THIS SUBMITTAL.

DURING PERMIT / CONSTRUCTION

PER 0-2017-022 PROPERTIES OVER AN ACRE IN SIZE, THE APPLICANT MUST OBTAIN AND POST PROPERTY SIGNS IN ACCORDANCE WITH THE NEW CITY REQUIREMENTS.

GARAGE SHIELD GUARDS FOR LIGHT FIXTURES

ALL GARAGE LIGHTS TO BE SHIELDED FROM RESIDENTIAL PROPERTY TO THE NORTH SO AS NOT TO SHINE ON, OR IN THE DIRECTION OF THE NEIGHBORING PROPERTY.



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www.caymartdesign.com



SEA VIEW AT DANIA
LUX RESIDENCES
601 DANIA BEACH BOULEVARD
DANIA BEACH, FLORIDA
PRELIMINARY DESIGN



REV. #	DATE
1	SP MOD 9/10/2021
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PROJECT NO:	
DESIGNED BY:	O.M.
DRAWN BY:	
CHECKED BY:	C.D.
ISSUE DATE:	9/10/2020
DRAWING SCALE:	AS SHOWN

ARCH: CARMEN T. DIAZ
LIC # AR 96290
5001 S.W. 7th, COURT #100 MIAMI,
FL 33155
TEL: (305) 868-5040
FAX: (305) 868-5041



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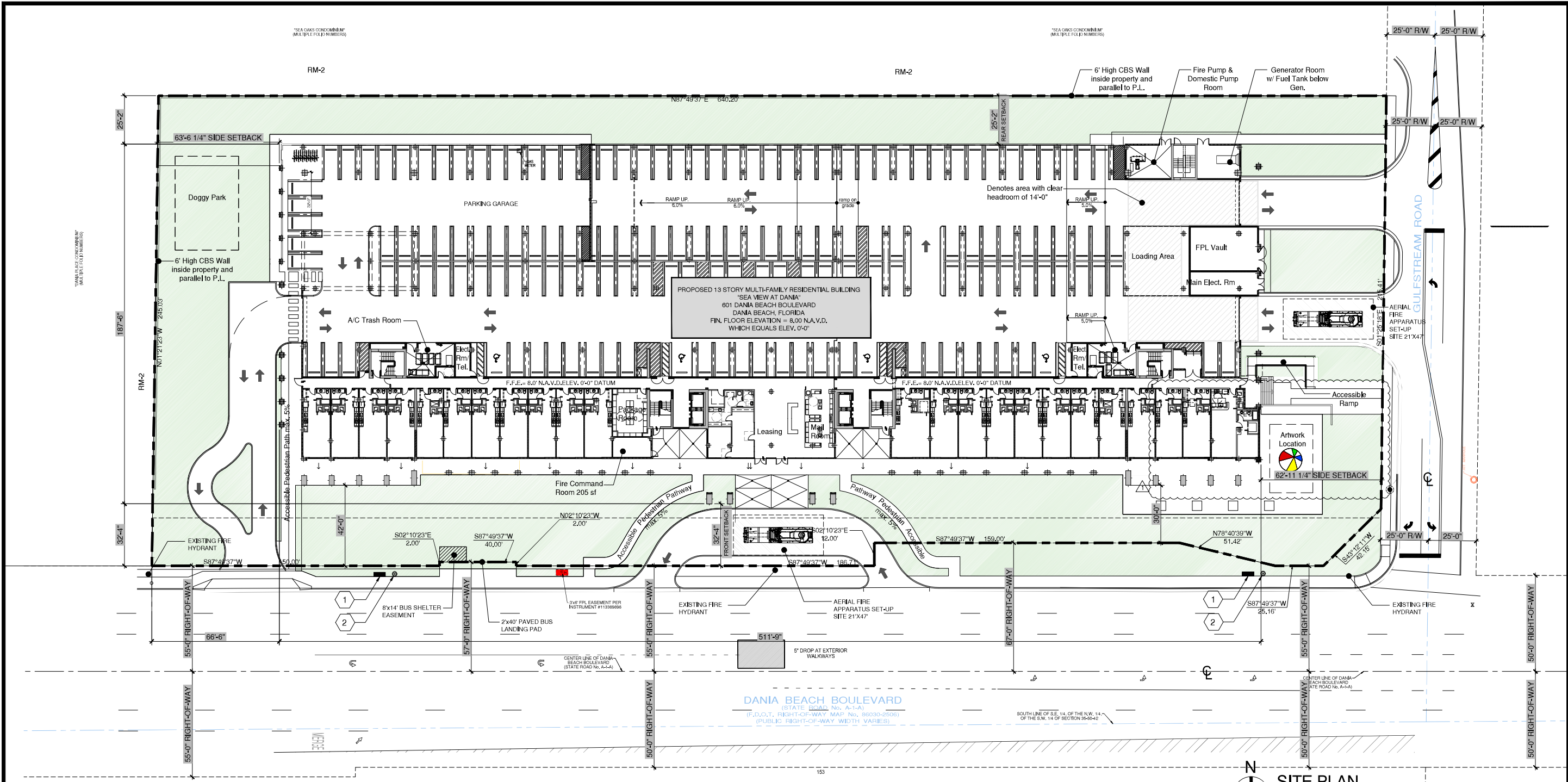
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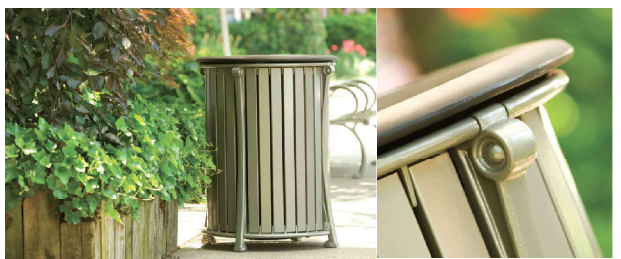


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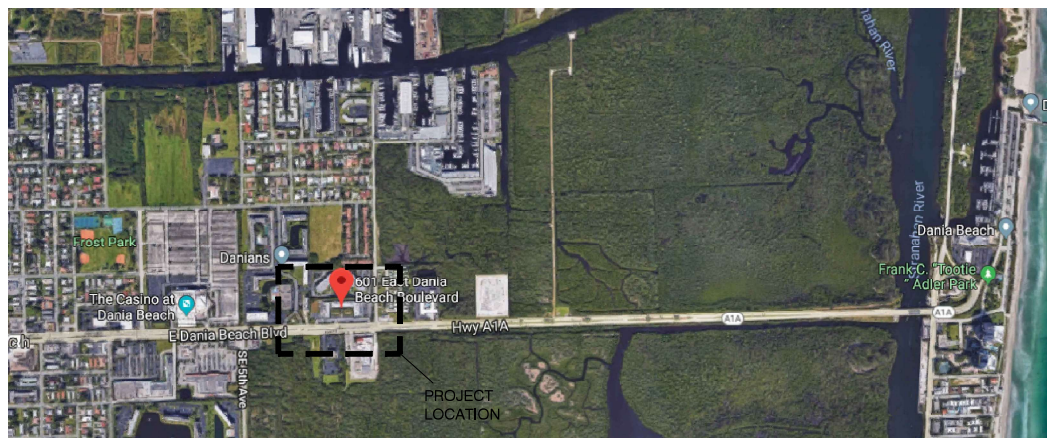
LEGAL DESCRIPTION
PARCEL "A", OF "CALM", ACCORDING TO THE PLAT THEREOF AS
RECORDED IN PLAT BOOK 183 AT PAGES 168 AND 169 OF THE PUBLIC
RECORDS OF BROWARD COUNTY, FLORIDA.



1 PROPOSED BENCH BY LANDSCAPE FORMS.



2 PROPOSED TRASH RESEPTACLE BY LANDSCAPE FORMS.



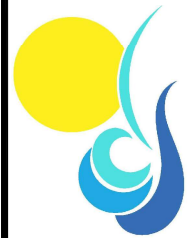
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CAYMARES MARTIN
Architectural & Engineering Design
44-28001552 CA 27135
5201 SW 74th Ave Ste 100 Miami, FL 33155
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DEVELOPER
J. MILTON
& ASSOCIATES

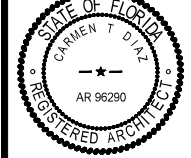
SEA VIEW AT DANIA
LUX RESIDENCES
601 DANIA BEACH BOULEVARD
DANIA BEACH, FLORIDA
PRELIMINARY DESIGN



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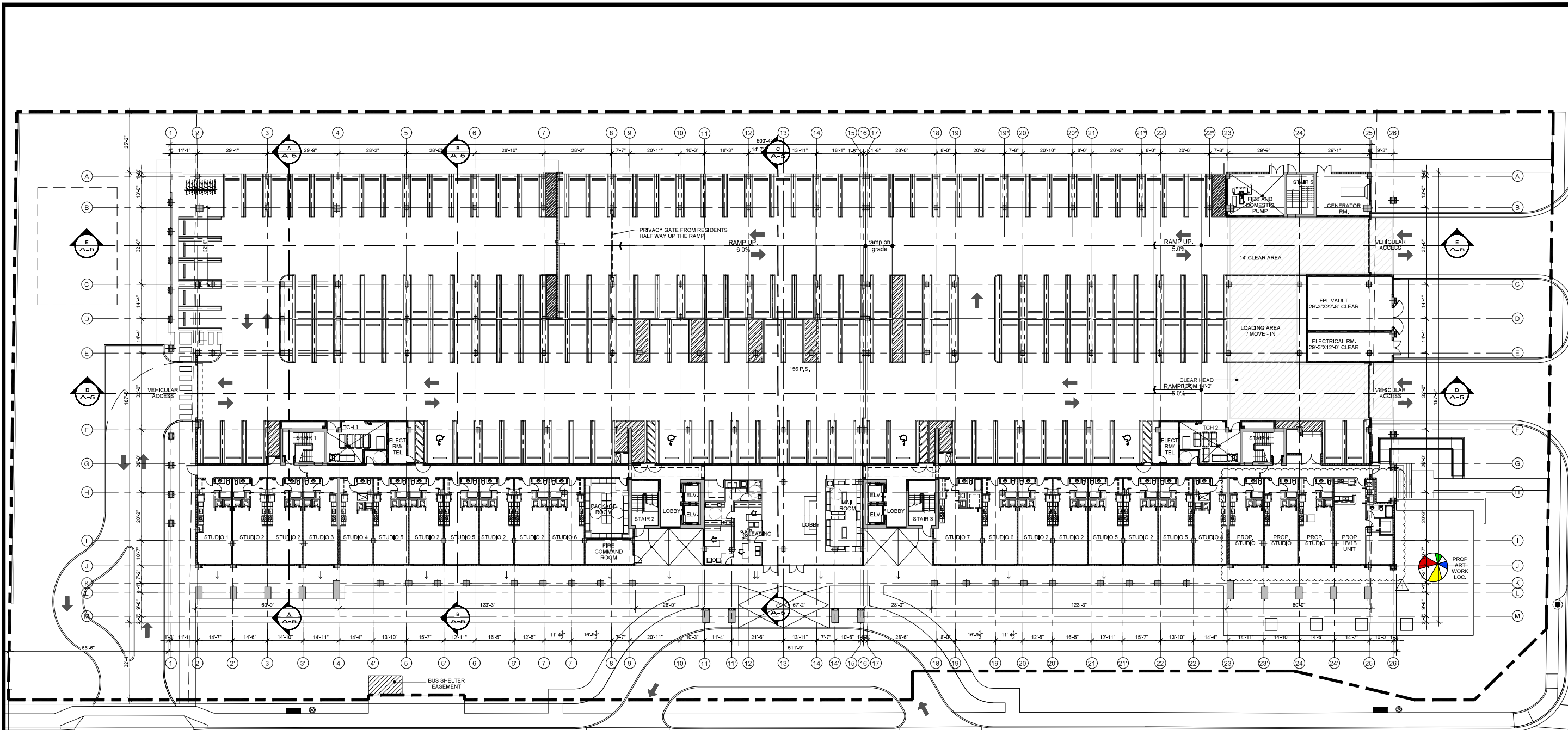
PROJECT NO.:	
DESIGNED BY:	O.M.
DRAWN BY:	
CHECKED BY:	C.D.
ISSUE DATE:	8/10/2020
DRAWING SCALE:	AS SHOWN

ARCH: CARMEN T. DIAZ
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TEL (305) 688-5040
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SP MOD - 9/10/2021 - SITE PLAN PROPOSED



GROUND FLOOR PLAN
SCALE: 1" = 20'

NOTES:

- ALL WALLS AND FLOOR ASSEMBLY BETWEEN DWELLING UNITS, COMMON AREAS AND CORRIDORS SHALL HAVE AN STC 50 & IIC OF 50 MIN. PENETRATIONS IN WALLS AND PARTITIONS SHALL BE SEALED, LINED, INSULATED OR OTHERWISE TREATED TO MAINTAIN THE REQUIRED RATING
- CHANGES IN ELEVATION
BUILDING ENTRANCES AND WALKING SURFACES IN MEANS OF EGRESS SHALL BE ON AN ACCESSIBLE ROUTE WITH CHANGES IN ELEVATION NOT EXCEEDING 1/4". CHANGES IN ELEVATION GREATER THAN 1/4" BUT NOT EXCEEDING 1/2" SHALL BE BEVELED WITH A SLOPE OF 1 IN 2 AS PER FFPC 101 7.1.6.2

WALLS, PARTITIONS AND FLOOR/CEILING ASSEMBLIES SEPARATING DWELLING UNITS FROM EACH OTHER OR FROM PUBLIC OR SERVICE AREAS SHALL HAVE A SOUND TRANSMISSION CLASS (STC) OF NOT LESS THAN 50 (45 IF FIELD TESTED) FOR AIR-BORNE NOISE WHEN TESTED IN ACCORDANCE WITH ASTM E 90. PENETRATIONS OR OPENINGS IN CONSTRUCTION ASSEMBLIES FOR PIPING, ELECTRICAL DEVICES, RECESSED CABINETS, BATHTUBS, SOFFITS, OR HEATING, VENTILATING OR EXHAUST DUCTS SHALL BE SEALED, LINED, INSULATED OR OTHERWISE TREATED TO MAINTAIN THE REQUIRED RATINGS. THIS REQUIREMENT SHALL NOT APPLY TO DWELLING UNIT ENTRANCE DOORS; HOWEVER, SUCH DOORS SHALL BE TIGHT FITTING TO THE FRAME AND SILL.

INSULATION MATERIALS TO HAVE A FLAME SPREAD INDEX OF NOT MORE THAN 25 AND A SMOKE DEVELOPED INDEX OF NOT MORE THAN 450 (FBC CH 7)

THE SLOPE OF A WALKING SURFACE IN THE DIRECTION OF TRAVEL SHALL NOT EXCEED 1 IN 20, UNLESS THE RAMP REQUIREMENTS ARE MET AS PER FFPC 101 7.1.6.3

THE SLOPE PERPENDICULAR TO THE DIRECTION OF TRAVEL SHALL NOT EXCEED 1 IN 48 AS PER FFPC 101 7.1.6.3

ALL ACCESSIBLE MEANS OF EGRESS REQUIRE A HARD SURFACE THAT IS MINIMUM OF 36" WIDE OR 44" IF THE OCCUPANT LOAD IS GREATER THAN 50 PERSONS.

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SP MOD - 9/10/2021 - FLOOR PLAN PROPOSED



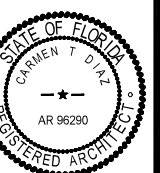
SEA VIEW AT DANIA
LUX RESIDENCES
601 DANIA BEACH BOULEVARD
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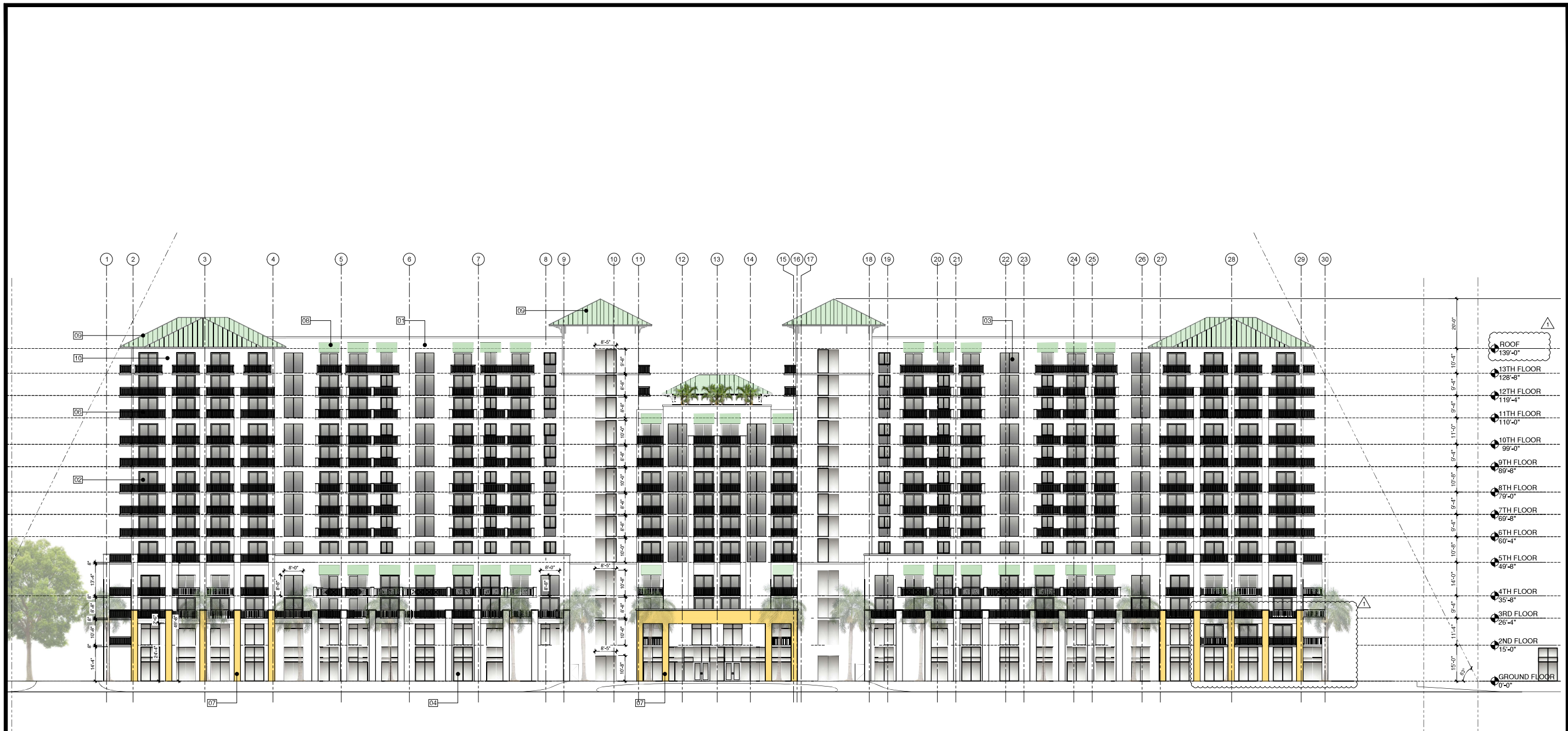
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ARCH: CARMEN T. DIAZ
LIC # AR 96290
5201 SW 74th Ct, Ste 100 Miami, FL 33155
TEL: (305) 688-5040
FAX: (305) 688-5041



SHEET:

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SOUTH ELEVATION

SCALE: 1/16" = 1'-0"

MATERIAL LEGEND	
KEY VALUE	KEYNOTE DESCRIPTION
01	MASONRY: CMU/CONCRETE SUBSTRATE W/SMOOTH STUCCO FINISH, HIGH BUILD, ACRYLIC WATERPROOFING COATING (THOROCOAT BY BASF BUILDING SYSTEMS, OR ACCEPTABLE EQUIVALENT), COLOR PAINT TO BE SELECTED BY ARCHITECT.
02	ALUMINUM GLASS DOOR ASSEMBLY, W/ LAMINATED TINTED GLASS W/ A HIGH PERFORMANCE COATING, TO MEET WIND LOAD REQUIREMENTS
03	ALUMINUM WINDOW ASSEMBLY, W/ LAMINATED TINTED GLASS W/ A HIGH PERFORMANCE COATING, TO MEET WIND LOAD REQUIREMENTS, PROVIDE SAMPLES TO ARCHITECT FOR REVIEW.
04	ALUMINUM STOREFRONT ASSEMBLY, LAMINATED TINTED GLASS W/ A HIGH PERFORMANCE COATING, TO MEET WIND LOAD REQUIREMENTS, PROVIDE SAMPLES TO ARCHITECT FOR REVIEW.
05	CONCRETE SCORE LINES AT FACADE WALLS
06	42" A.F.F. VERTICAL RAILING ENCLOSURE AT BALCONY & TERRACE, (MANUFACTURER SHALL SUBMIT SHOP DRAWINGS FOR ARCHITECT REVIEW AND APPROVAL)
07	SEA SHELL NATURAL STONE DECORATIVE CLADDING.
08	RETRACTABLE SHADE CANOPY
09	STANDING SEAM METAL ROOF, COLOR SEA FOAM BLUE
10	DECORATIVE STRUCTURAL STEEL COLUMNS COVERED WITH WOOD FINISH

HEAT ISLAND EFFECT SOLAR REFLECTANCE REQUIREMENTS:
ROOFING MATERIALS AND ALL ROOF EXTERIOR SURFACES AND BUILDING MATERIALS SHALL HAVE A MINIMUM SOLAR REFLECTANCE AS PER SECTION 3.13.2.c AND 3.13.2.d WHEN TESTED IN ACCORDANCE WITH ASTM E903 OR ASTM E1918 AS PER MIAMI 21 ARTICLE 3 SECTION 3.13.2 HEAT ISLAND EFFECT

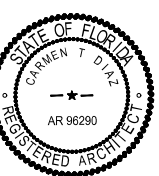
SUSTAINABILITY REQUIREMENTS:
BUILDING SHALL COMPLY WITH SUSTAINABILITY REQUIREMENTS AS PER MIAMI 21 SECTION 3.13.1



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ISSUE DATE:	8/10/2020
DRAWING SCALE:	AS SHOWN

ARCH: CARMEN T. DIAZ
LIC # AR 96290
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FAX: (305) 669-5041



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SP MOD - 9/10/2021 - SOUTH ELEVATION PROPOSED

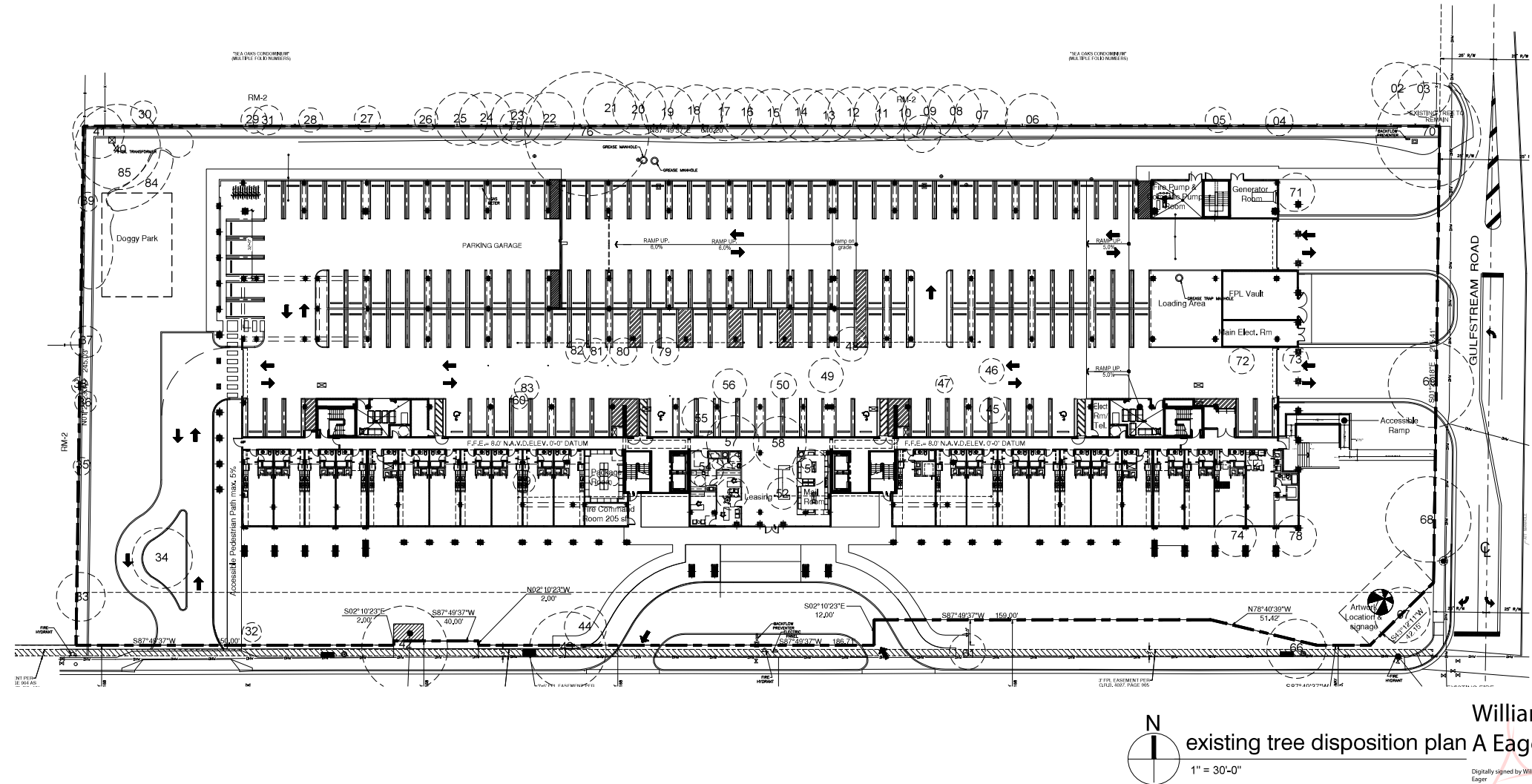
existing tree list

#	Scientific Name	Common Name	DBH* (inches)	Canopy (feet)	Canopy Height (ft.)	Condition	Disposition
1	Palm	Palm	15	25	30	off-site	
2	Palm	Palm	12	25	30	off-site	
3	Palm	Palm	12	25	30	off-site	
4	Palm	Palm	6	12	25	off-site	
5	Syagrus romanzoffianum	Queen Palm	6	12	25	off-site	
6	Roystonea regia	Royal Palm	14	25	30	off-site	
7	Roystonea regia	Royal Palm	13	25	20	off-site	
8	Roystonea regia	Royal Palm	14	25	30	off-site	
9	Roystonea regia	Royal Palm	14	25	25	off-site	
10	Roystonea regia	Royal Palm	16	25	40	off-site	
11	Roystonea regia	Royal Palm	13	25	25	off-site	
12	Roystonea regia	Royal Palm	13	25	30	off-site	
13	Roystonea regia	Royal Palm	14	25	25	off-site	
14	Roystonea regia	Royal Palm	13	25	33	off-site	
15	Roystonea regia	Royal Palm	15	25	30	off-site	
16	Roystonea regia	Royal Palm	20	25	35	off-site	
17	Roystonea regia	Royal Palm	14	25	25	off-site	
18	Roystonea regia	Royal Palm	18	25	30	off-site	
19	Roystonea regia	Royal Palm	15	25	35	off-site	
20	Roystonea regia	Royal Palm	15	25	28	off-site	
21	Roystonea regia	Royal Palm	14	25	20	off-site	
22	Roystonea regia	Royal Palm	13	25	35	off-site	
23	Roystonea regia	Royal Palm	14	25	20	off-site	
24	Roystonea regia	Royal Palm	13	25	28	off-site	
25	Roystonea regia	Royal Palm	14	25	30	off-site	
26	Syagrus romanzoffianum	Queen Palm	6	12	14	off-site	
27	Syagrus romanzoffianum	Queen Palm	6	12	18	off-site	
28	Syagrus romanzoffianum	Queen Palm	6	12	18	off-site	
29	Syagrus romanzoffianum	Queen Palm	6	12	15	off-site	
30	Sabal palmetto	Cabbage Palm	12	15	20	off-site	
31	Sabal palmetto	Cabbage Palm	13	14	25	off-site	

#	Scientific Name	Common Name	DBH* (inches)	Canopy (feet)	Canopy Height (ft.)	Condition	Disposition
32	Bursera simaruba	Gumbo Limbo	7	8	50	poor	remove
33	Conocarpus erectus	Green Buttonwood	13	25	491	fair	remain
34*	Ficus aurea	Strangler Fig	24	30	18	fair	remain
35	Conocarpus erectus	Green Buttonwood	7	9	64	poor	remove
36	Conocarpus erectus	Green Buttonwood	7	10	79	poor	remove
37	Conocarpus erectus	Green Buttonwood	7	15	177	poor	remove
38	Palm	Palm	7	8	20	poor	off-site
39	Conocarpus erectus	Green Buttonwood	24	8	50	poor	remove
40	Tamarindus indica	Tamarind	10	40	1257	poor	remove
41	Tamarindus indica	Tamarind	6	25	491	poor	remove
42	Conocarpus erectus	Green Buttonwood	14	40	1257	poor	remove
43	Conocarpus erectus	Green Buttonwood	13	35	962	poor	remove
44	Bursera simaruba	Gumbo Limbo	8	20	314	poor	remove
45	Sabal palmetto	Cabbage Palm	14	12	113	poor	remove
46	Sabal palmetto	Cabbage Palm	14	12	113	poor	remove
47	Wodyetia bifurcata	Foxtail Palm	6	8	50	poor	remove
48	Sabal palmetto	Cabbage Palm	18	16	201	poor	remove
49	Sabal palmetto	Cabbage Palm	16	16	201	poor	remove
50	Syagrus romanzoffiana	Queen Palm	6	18	113	poor	remove
51	Syagrus romanzoffiana	Queen Palm	6	16	254	poor	remove
52	Syagrus romanzoffiana	Queen Palm	6	16	201	poor	remove
53	Syagrus romanzoffiana	Queen Palm	6	16	201	poor	gone
54	Syagrus romanzoffiana	Queen Palm	6	18	254	poor	remove
55	Syagrus romanzoffiana	Queen Palm	6	18	254	poor	remove
56	Syagrus romanzoffiana	Queen Palm	9	18	191	poor	remove
57	Roystonea regia	Royal Palm	20	25	491	poor	relocate
58*	Roystonea regia	Royal Palm	17	25	491	poor	relocate
59	Sabal palmetto	Cabbage Palm	13	10	79	poor	remove
60	Sabal palmetto	Cabbage Palm	10	8	50	poor	remove
61	Conocarpus erectus	Green Buttonwood	9	18	254	poor	remove
62	Phoenix roebellii	Pygmy Date Palm	4	6	28	poor	remove

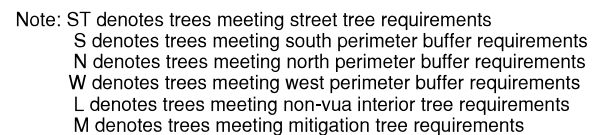
#	Scientific Name	Common Name	DBH* (inches)	Canopy (feet)	Canopy Height (ft.)	Condition	Disposition	Appraised Tree Value
63	Phoenix roebellii	Pygmy Date Palm	4	6	28	poor	remove	
64	Phoenix roebellii	Pygmy Date Palm	4	6	28	poor	remove	
65	Phoenix roebellii	Pygmy Date Palm	4	6	28	poor	remove	
66	Conocarpus erectus	Green Buttonwood	9	30	707	poor	remove	
67	Bursera simaruba	Gumbo Limbo	14	30	707	poor	remove	
68*	Swietenia mahogany	West Indies Mahogany	24	40	1257	poor	remove	
69	Swietenia mahogany	West Indies Mahogany	27	40	1257	poor	remove	
70*	Pithecollobium dulce	Manila Tamarind	60	50	1964	poor	remove	
71	Bursera simaruba	Gumbo Limbo	8	18	254	poor	remove	
72	Bursera simaruba	Gumbo Limbo	5	12	113	poor	remove	
73	Bursera simaruba	Gumbo Limbo	5	12	113	poor	remove	
74	Swietenia mahogany	West Indies Mahogany	11	20	314	poor	remove	
75*	Sabal palmetto	Cabbage Palm	17	15	177	poor	relocate	\$1,063.00
76*	Swietenia mahogany	West Indies Mahogany	20	60	45	poor	relocate	\$1,063.00
77*	Sabal palmetto	Cabbage Palm	16	18	22	poor	relocate	\$1,063.00
78	Conocarpus erectus	Green Buttonwood	10	20	254	poor	remove	
79	Roystonea regia	Royal Palm	10	16	201	poor	remove	
80	Roystonea regia	Royal Palm	10	16	201	poor	remove	
81*	Roystonea regia	Royal Palm	12.5	16	201	poor	relocate	
82*	Roystonea regia	Royal Palm	13.5	16	201	poor	relocate	
83	Roystonea regia	Royal Palm	7	14	154	poor	remove	
84	Terminalia catappa	Tropical Almond			450	poor	remove	
85	Abutilon	Womens Tongue			404	poor	remove	

Tree Canopy Mitigation/Replacement Calculations:
Tree Canopy Being Removed: 17,899 sq ft (11,926 x 1.5 new development)
Tree Canopy Mitigation Provided On Site: 17,900 sq ft (46 Category 1, 19 Category 2, 9 Category 3 & 7 Category 4 trees)
Specimen Trees Being Relocated: #s 81 & 82



existing tree disposition plan A Eager
1" = 30'-0"

Note: Trees noted as 'remove', have been removed by permit.
Site plan updated.



GROUND FLOOR PLANTING PLAN (SW)

Denotes impervious area



CAYMARS MARTIN
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AA 26001552 CA 27136
SW 74th Ct, Ste 100 Miami, FL 33157
(305) 669-5040 Fax: (305) 669-5041
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J. MILTON
 & ASSOCIATES

SEA VIEW AT DANIA
LUX RESIDENCES
601 DANIA BEACH BOULEVARD
DANIA BEACH, FLORIDA
PRELIMINARY DESIGN



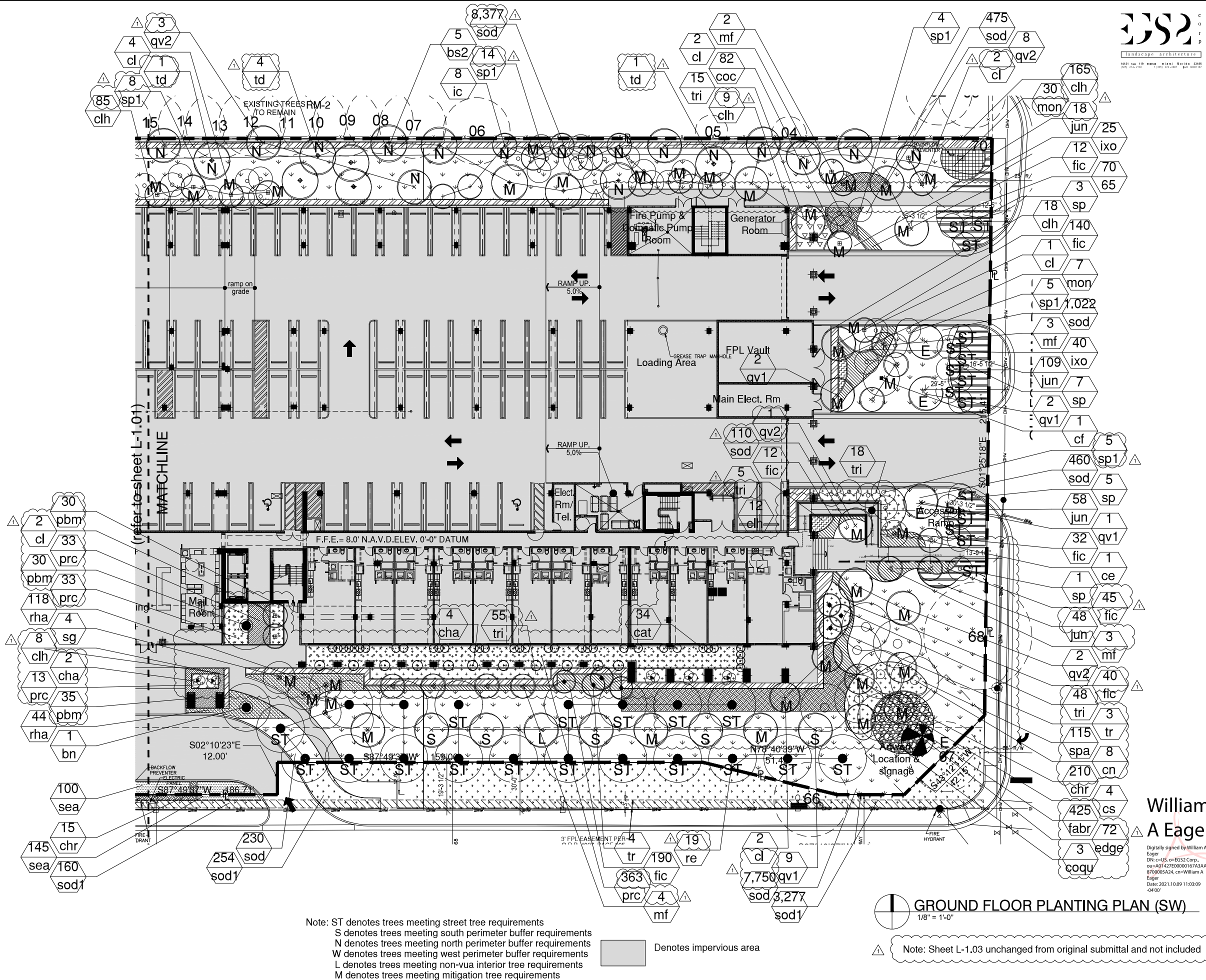
REV, #	DATE
1	SP MOD 10/8/2021
2	
3	
4	
5	
6	

PROJECT No:	
DESIGNED BY:	O.M.
DRAWN BY:	
CHECKED BY:	C.D.
ISSUE DATE:	8/10/2020
DRAWING SCALE:	AS SHOWN

William
A Eager

Digitally signed by William A
Eager
DN: c=US, o=EGS2 Corp.,
ou=A01427E00000167A3AA
FA8700005A24, cn=William
A Eager
Date: 2021.10.09 11:02:16
-04'00'

SHEET:
L-1.01



SEA VIEW AT DANIA
 LUX RES DENCES
 601 DANIA BEACH BOULEVARD
 DANIA BEACH, FLORIDA
 PRELIMINARY DESIGN



REV.	DATE
1	SP MOD 10/8/2021
2	
3	
4	
5	
6	

PROJECT NO.	
DESIGNED BY:	G.M.
DRAWN BY:	
CHECKED BY:	C.D.
ISSUE DATE:	8/10/2020
DRAWING SCALE:	AS SHOWN

ARCH: CARMEN T. DIAZ
 LSC # A0186250
 5001 S.W. 7th, COURT, #100 MIAMI,
 FL 33155
 TEL: (305) 669-0040
 FAX: (305) 669-5041

William
 A Eager

Digitally signed by William A
 Eager
 DN: c=US, o=EGS2 Corp.,
 ou=A01427E00000167A3AFA,
 8700005A24, cn=William A
 Eager
 Date: 2021.10.09 11:03:09
 +04'00'

SHEET
 L-1.02

landscape requirements

CODE REQUIREMENTS	REQUIRED	PROVIDED
275-100(E) VUA LANDSCAPE ABUTTING BUILDING 5' LANDSCAPE AREA OR EQUIVALENT ST.F. ADJACENT TO BUILDING (153 L.F. X 5' BUFFER = 460 ST.F.)	895 S.F.	895 S.F.
507-20 STREET LANDSCAPING ALONG DANIA BEACH BOULEVARD - ROYAL PALMS 20' O.C. (569' / 20 = 30) ALONG GULFSTREAM ROAD - SABAL PALMS 15' O.C. (223' / 15 = 15)	ST* 30 PALMS 15 PALMS	30 PALMS 15 PALMS
275-110(B) VUA INTERIOR LANDSCAPE 20% OF TOTAL VUA (6,928 X 20% = 1,386 ST.F.)	1,386 S.F.	1,386 S.F.
275-110(D) NON - VUA PERIMETER LANDSCAPE BUFFER 10' BUFFER W/ 6" MASONRY WALL, DOUBLE ROW OF TREES - EACH ROW 40' O.C. (1 TREE PER 40' L.F.) AND 1 SHRUB PER 5 L.F. ON RESIDENTIAL SIDE OF WALL NORTH SIDE - 640.2' / 40' = 16 TREES / ROW - 32 TREES TOTAL 640.2' / 5' = 128 SHRUBS WEST SIDE - 250' / 40' = 7 TREES / ROW - 14 TREES TOTAL 250' / 5' = 50 SHRUBS	N* W* 32 TREES 128 SHRUBS 14 TREES 50 SHRUBS	32 TREES 128 SHRUBS 14 TREES 50 SHRUBS
275-120 PERIMETER LANDSCAPE BUFFER 1 TREE (16' HT.) PER 40 L.F. AND CONTINUOUS HEDGE SOUTH SIDE - 468.5' / 40' = 12 TREES 468.5' / 2' = 234 SHRUBS @ 24" O.C. EAST SIDE - 200' / 40' = 5 TREES 200' / 2' = 100 SHRUBS @ 24" O.C.	S* E* 12 TREES 234 SHRUBS 5 TREES 100 SHRUBS	12 TREES 234 SHRUBS 5 TREES 125 SHRUBS
275-140 NON - VUA INTERIOR LANDSCAPE 1 TREE & 8 SHRUBS / 2,500 ST.F. (56,841.5 ST.F. OF NON VUA AREA / 2,500 ST.F. = 5 TREES & 40 SHRUBS @ 24 O.C.)	L* 5 TREES 40 SHRUBS	5+ TREES 40+ SHRUBS
275-170 SIGN LANDSCAPE 1 SHRUB / 2 L.F. SIGN & GROUND COVER (5' WIDE STRIP) (16' L.F. SIGN / 2' = 8 SHRUBS & 50 ST.F. GROUND COVER)	8 SHRUBS 50 GRND. CVR.	8 SHRUBS 50 GRND. CVR.
TREE CANOPY MITIGATION REQUIREMENT TOTAL CANOPY TO BE REMOVED, 9,735 S.F. X 1.5 (NEW DEVELOPMENT) = 17,889 CANOPY MITIGATION TO BE PROVIDED ON-SITE (55 Category 1, 10 Category 2, 0 Category 3, 0 Category 4) TOTAL NUMBER OF MITIGATION TREES TO BE PROVIDED ON-SITE	M* 65 TREES 178 TREES 560 SHRUBS	18,000 S.F. 65 TREES 178 TREES 533 SHRUBS
TREES - OVERALL SITE REQUIREMENTS (INCLUDES PALMS USED FOR STREET LANDSCAPING) SHRUBS - OVERALL SITE REQUIREMENTS @ 24" O.C.	178 TREES 560 SHRUBS	178 TREES 533 SHRUBS
NATIVE REQUIREMENTS 50% OF REQUIRED TREES (EXCLUDING PALMS) (178 X 50% = 89) 50% OF REQUIRED SHRUBS - 560 X 50% = 280	89 TREES 280 SHRUBS	151 TREES 1,100+ SHRUBS

Note: * identifies, on Sheets L-1.01 and L-1.02, specific trees meeting code requirements

plant list

TREES & PALMS												
KEY	QTY L-1.01	QTY L-1.02	QTY L-1.03	BOTANICAL / COMMON NAME	HEIGHT	SPREAD	D.B.H.	C.T. / G.W.	O.C.	REMARKS	NATIVE	
1	bn	1	1	0	Bismarkia nobilis / Bismark Palm	14'	14'		6' grey wood		heavy trunk	N
	bs	4	0	0	Bursera simaruba / Gumbo Limbo	12'	6'	2.5"	6'		full head	Y
	bs1	5	0	0	Bursera simaruba / Gumbo Limbo	14'	7'	3"	6'		full head	Y
	bs2	7	5	0	Bursera simaruba / Gumbo Limbo	20'	10-12'	8"	6'		full head	Y
1	ce	0	1	0	Conocarpus erectus / Green Buttonwood	12'	6'	2.5"	5-6'		full head	Y
	cf	0	1	0	Cassia fistula / Golden Shower	16'	7-8'	4.5"	6'		full head	N
	cl	9	13	0	Clusia rosea / Pitch Apple	12 - 14'	8 - 10'	2.5"	5-6'		full head	Y
	cn	0	8	0	Cocos n. 'Green Malayan' / Green Malayan Coconut				4 @ 12' 5 @ 16', 6 @ 20' g.w.		heavy trunk	N
	cs	0	4	0	Conocarpus er. sericeus / Silver Buttonwood	12 - 14'	6 - 8'	2.5"	5-6'		full head	Y
	ic	16	8	0	Ilex cassine / Dahoon Holly	12'	4-5'	1.5"	5'		full head	Y
	mf	7	12	6	Myrcianthes fragrans / Simpsons Stopper	12-14'	8-10'	multi trunk	5'		full head	Y
	qv	4	0	0	Quercus virginiana / Live Oak	14'	7'	3"	6'		full head	Y
	qv1	14	14	0	Quercus virginiana / Live Oak	16'	8-10'	4"	6'		full head	Y
	qv2	5	14	0	Quercus virginiana / Live Oak	22-24'	10-12'	8"	6'		full head	Y
1	re	20	19	0	Roystonea elata / Royal Palm				18' grey wood			Y
	sq	4	4	0	Simaruba glauca / Paradise Tree	16'	8 - 10'	3.5"	5-6'		full head	Y
	sp	0	16	0	Sabal palmetto / Cabbage Palm				15' c.t. / 18' g.w.		straight trunks	Y
	sp1	30	37	28	Sabal palmetto / Cabbage Palm				18 @ 16', 19 @ 18', 18 @ 20', 1 @ 22', 9 @ 24', 3 @ 26', 11 @ 28', 6 @ 30'		staggered hts. curved trunks	Y
	td	13	6	0	Taxodium distichum / Bald Cypress	16'	8 - 10'	3"	5-6'		full head	Y
	tr	4	7	0	Thrinax radiata / Florida Thatch Palm				6 & 8' gw		full head	Y
	vm	0	0	9	Veitchia montgomeryana / Montgomery Palm				14' grey wood		matched double trunk	N

SHRUBS & GROUNDCOVERS											
cat	38	34	0	Chamaedorea cataractarum / Cat Palm	48"	24-26"		full clump			N
cha	6	6	0	Chamaerops humilis / European Fan Palm	48"	48"		full head			N
chr	293	391	250	Chrysobalanus ic. 'Red Tip' / Red Tip Cocoplum	24"	18 - 20"		full to base	24"		Y
dh	620	688	0	Clusia rosea 'Hedge' / Dwarf Pitch Apple Hedge	24"	20 - 22"		full to base	24"		Y
dh1	0	0	0	Clusia rosea 'Hedge' / Dwarf Pitch Apple Hedge	48"	26 - 28"		full to base	30"		Y
coc	0	82	0	Coccoloba uvifera / Seagrape	36"	24"		full to base	36"		Y
ern	0	0	266	Ernodea littorale / Golden Creeper	12-14"	16-18"		full to base	24"		Y
fic	101	471	0	Ficus microcarpa 'Green Island' / Green Island Ficus	18 - 20"	18 - 20"		full to base	24"		N
jun	0	233	0	Juniperus conferta / Shore Juniper	6-8"	18 - 20"		full to base	24"		N
mon	46	37	0	Monstera deliciosa / Ceriman	24"	24"		full to base	36"		N
muh	0	0	246	Muhlenbergia capillaria / Muhly Grass	24"	24"		full clump	24"		Y
nod	0	0	0	Nerium oleander dwarf / Dwarf Oleander	24"	20-22"		full to base	24"		N
pbm	95	95	0	Philodendron 'Burle Marx' / Same	12-14"	16-18"		full to base	24"		N
prc	459	442	0	Philodendron 'Rojo Congo' / Same	18 - 20"	18 - 20"		full to base	24"		N
rha	162	162	0	Rhapiolepis indica 'Alba' / White Indian Hawthorne	24"	20 - 22"		full to base	18"		N
sea	245	245	0	Seasonal Flowers - Qty. to fill area shown						to be selected	N
sod	18,519	18,414	0	Stenotaphrum secundatum / St. Augustine Flor Tam						solid sod	N
sod1	987	3,691	0	Stenotaphrum secundatum / St. Augustine Flor Tam						solid sod in row	N
tri	166	141	0	Tripsacum floridanum / Florida Gama Grass	24"	24"		full clump	24"	full clump	Y

plant material meeting code requirements

CODE REQUIREMENTS	REQUIRED	PROVIDED	NOTE
SHADE / CANOPY TREES	MIN. 40% (53 TREES)	75% (100 TREES)	INCLUDES 3 EXISTING TREES
INTERMEDIATE TREES	MAX. 30% (40 TREES)	25% (33 TREES)	INCLUDES 1 EXISTING TREES
SMALL TREES	MAX. 10% (13 TREES)	0% (0 TREES)	
PALMS	MAX. 20% (27 PALMS)	0% (0 TREES)	
TOTAL	133	133	

MISCELLANEOUS			
coqu	0	3	0 c.y. crushed coquina shell
edge	0	72	0 Permaloc 4" mill aluminum
fabr	0	425	0 s.f. weed barrier to be selected

Note: ST denotes trees meeting street tree requirements
S denotes trees meeting south perimeter buffer requirements
N denotes trees meeting north perimeter buffer requirements
E denotes trees meeting east perimeter buffer requirements
L denotes trees meeting non-vua interior tree requirements
M denotes trees meeting mitigation tree requirements

general notes

- 1 c.y. of planting soil / tree to be included. To be used in tree pits and all shrub and groundcover beds.
- 1 c.y. of clean sand / palm tree to be included.
- 3" depth of Black hybrid mulch around all trees, hedges, shrubs and groundcovers to be included.
- Planting soil shall be composed of 30% muck or acceptable organic matter.
- Irrigation system shall provide 100% coverage w/ 50% overlap and automatic rain gauge/moisture sensor.
- Planting plan takes precedence over plant list.
- Landscape Contractor is responsible for material take-off and bringing any discrepancies to the attention of the Landscape Architect.
- No tree removal to take place without obtaining a tree removal permit.
- Landscape Contractor responsible for obtaining landscape and irrigation permits.
- Palms shown min. 5' plus from length away from overhead power lines.
- Cypress trees shown min. 50' away from overhead power lines.

city of dania standard landscape plan notes



1. A pre-construction meeting with the Dania Beach City Arborist is required prior to landscaping activities including removal of trees and/or installation of plant material. Call 954-924-0423 a minimum of 5 days prior to desired start date to schedule pre-construction meeting.
2. All existing trees proposed to remain are to be separated from the limits of disturbance of the construction area by tree protection fencing and signage. The tree protection fencing shall be located at the edge of the tree protection zone as depicted on the plan or at the edge of the drip-line(s) if a tree protection zone is not designated. No material storage or construction access is permitted within the tree protection zone.
3. All existing trees shall be pruned to ANSI A-300 standards to correct potential hazards.
4. A tree removal permit is required prior to removal or relocation of any tree or palm. Contact the Dania Beach City Arborist at 954-924-6805 to obtain permit information.
5. Landscape contractor shall notify Sunshine One Call of Florida, Inc. at 1-800-432-4770 a minimum of 2 full business days prior to digging. Landscape contractor is responsible for avoiding damage to utilities from plant installation.
6. Tree relocations:
 - a. Existing trees to be relocated shall be root pruned a minimum of 120 days prior to relocation
 - b. Minimum root ball sizes shall be in accordance with ANSI standards as follows:

Caliper	Minimum Root Ball Diameter
1	16
2	24
3	32
4	42
5	54
6	60
7	70
8	80
> 8	12 inches per inch of trunk diameter
 - c. A temporary irrigation system shall be provided during and for the first 40 days after root pruning.

7. All planting must follow planting specifications and details shown on the plan.
8. Substitutions of plant species or specifications must be approved in writing by the Dania Beach City Arborist prior to use.
9. All plant material planted per this landscape plan shall be Florida Grade #1 or better, as specified in the current edition of the Florida Department of Agriculture's Grades and Standards for Nursery Plants. Damaged plant material shall be rejected and replaced prior to installation.
10. All sizes shown for plant material are to be considered minimums.
11. Where quantities and/or species differ between the planting plans and plant lists, the plans shall take precedence.
12. All new plant material shall be warranted by the landscape contractor for a minimum period of one year.
- The warrantee period shall begin after acceptance of the plants by the City Arborist.
13. All plant beds to be treated with pre-emergent herbicide prior to planting.
14. All tree and palm staking and support shall be removed one year after installation.
15. No fertilizer shall be applied to newly planted trees and palms.
16. All landscape material shall be thoroughly watered at the time of planting, no dry planting permitted.
17. Landscape contractor shall be responsible for providing temporary water provisions until such time as the irrigation system is operational.
18. All wire guys and/or fabric straps shall be flagged with fluorescent colored tape.
19. Mulching:
 - a. All landscape areas not covered by sod shall be covered by a minimum 3-inch layer of mulch.
 - b. A mulch ring with a minimum radius of 24 inches (48 inch diameter), is required around all newly installed trees and palms.
 - c. Cypress mulch shall not be used.
20. All new landscaped areas shall be excavated down to a depth of 24 inches below final grade and back filled with clean debris-free soil. Construction access shall be restricted from the landscape area after excavation and backfill is complete.
21. All landscape areas shall be finish graded such that they are a minimum of 3.5 inches below surrounding paved surfaces so as not to impede the flow of drainage into landscaped areas and to allow for a 3-inch mulch layer.

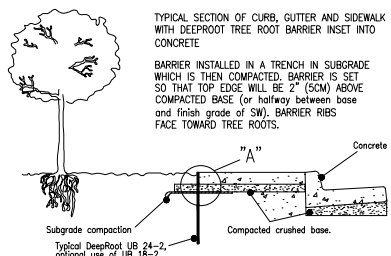
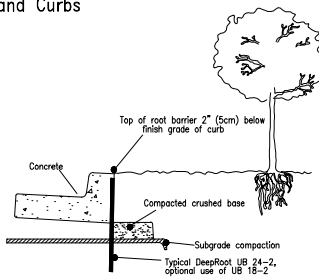
root barrier

Linear Application of DeepRoot Tree Root Barriers at Time of Installing Concrete Sidewalks and Curbs

TYPICAL SECTION OF CURB AND GUTTER WITH DEEPROOT TREE ROOT BARRIER INSET INTO CONCRETE. BARRIER INSTALLED IN A TRENCH IN SUBGRADE WHICH IS THEN COMPACTED. BARRIER IS SET SO THAT TOP EDGE WILL BE 2" (5CM) ABOVE FINISH GRADE OF CURB, AND SET FLUSH WITH EDGE OF CURB. BARRIER RIBS FACE TOWARD TREE ROOTS.

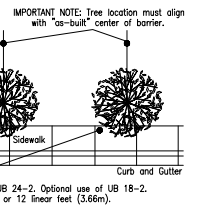
INSTALLATION SEQUENCE:

1. Prepare base and subgrade
2. Trench to appropriate depth for installation of root barrier so that top of barrier is 2" (5cm) below finish grade of top of curb.
3. Place root barrier in trench, vertical ribs must face toward tree roots.
4. Backfill and compact to requirements.
5. Place form material against barrier (it may be nailed from the outside of the form)



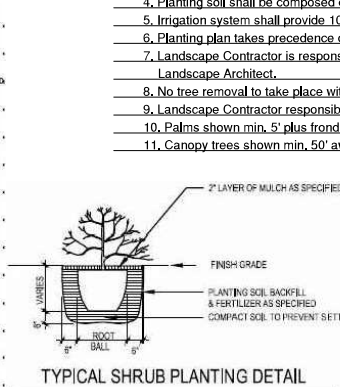
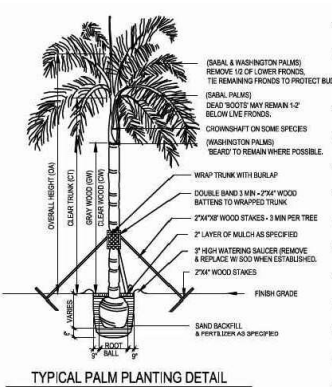
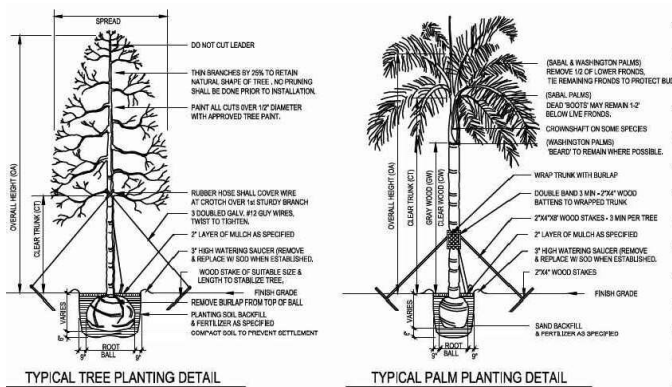
INSTALLATION SEQUENCE:

1. Prepare base and subgrade
2. Trench to appropriate depth for installation of root barrier so that top of barrier is 2" (5cm) below finish grade of top of sidewalk (or halfway between top of compacted base and finish grade of SW).
3. Place root barrier in trench, vertical ribs must face toward tree roots.
4. Backfill and compact to requirements.
5. Place form material against barrier (it may be nailed from the outside of the form)



ROOT BARRIER TO BE INSTALLED ON ALL TREES AND PALMS LOCATED WITHIN 10' OF ANY SIDEWALK OR PARKING AREA AS PER MANUFACTURERS SPECIFICATIONS

Dania Beach planting details



1 L-2.09 PLANTING SPECIFICATIONS

Note: Landscape Contractor is responsible for familiarizing themselves with required City planting details and installing the plant materials as outlined in these details.



SEA VIEW AT DANIA
LUX RESIDENCES
601 DANIA BEACH BOULEVARD
DANIA BEACH, FLORIDA
PRELIMINARY DESIGN



REV. #	DATE
1	SP MOD 10/6/2021
2	
3	
4	
5	
6	

PROJECT NO.	
DESIGNED BY:	B.E.
DRAWN BY:	
CHECKED BY:	B.E.
ISSUE DATE:	9/04/2019
DRAWING SCALE:	AS SHOWN

William A Eager

Digitally signed by William A Eager
DN: c=US, o=EGS2 Corp., ou=A01427E00000167A3A, email=afaf@00050524, cn=William A Eager
Date: 2021.10.09 11:03:23 -0400

SHEET
L-2.00

LEGAL DESCRIPTION:

THAT PORTION OF THE SE 1/4 OF THE NW 1/4 OF THE SW 1/4 OF SECTION 35, TOWNSHIP 50 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF "DANIA PLACE", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 175, PAGE 174, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE NORTH 01°21'23" WEST ON THE EAST LINE OF SAID PLAT FOR 250.03 FEET TO THE SOUTHWEST CORNER OF PARCEL "A", "SEA OAKS", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 127, PAGE 1, OF SAID PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE NORTH 67°48'36" EAST ON THE SOUTH LINE OF SAID PARCEL "A", "SEA OAKS" FOR 640.20 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL "A", "SEA OAKS"; SAID POINT BEING ON THE WEST RIGHT-OF-WAY LINE OF GULFSTREAM ROAD (NE 7TH AVENUE) A 50.00 FOOT WIDE RIGHT-OF-WAY AS SHOWN ON SAID PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE SOUTH 01°26'15" EAST ON SAID WEST PARALLEL LINE FOR 250.02 FEET TO THE INTERSECTION WITH THE NORTH RIGHT-OF-WAY LINE OF DANIA BEACH BOULEVARD (STATE ROAD NO. A-1-A) AS RECORDED IN DEED BOOK 350, PAGE 461, OFFICIAL RECORDS BOOK 2051, PAGE 217 AND OFFICIAL RECORDS BOOK 2054, PAGE 837, ALL OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, SAID LINE LYING 50.00 FEET NORTH OF AND PARALLEL WITH THE CENTERLINE OF SAID DANIA BEACH BOULEVARD (STATE ROAD NO. A-1-A) AS SHOWN ON STATE OF FLORIDA STATE ROAD DEPARTMENT RIGHT OF WAY MAP, SECTION 86030-2101, SHEETS 2 AND 3 OF 4, LAST REVISED 2-17-36 AND SECTION 86030-2506, SHEETS 3 AND 4, LAST REVISED 6-26-68; THENCE SOUTH 87°48'36" WEST ON SAID NORTH RIGHT-OF-WAY LINE FOR 640.56 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF DANIA BEACH, BROWARD COUNTY, FLORIDA AND CONTAINING 160,095 SQUARE FEET (3.6753 ACRES).

DEDICATION:

STATE OF FLORIDA SS
COUNTY OF BROWARD

KNOW ALL MEN BY THESE PRESENTS: THAT CALM PROPERTIES, LLC, A FLORIDA LIMITED LIABILITY COMPANY, THE OWNER OF THE LANDS DESCRIBED HEREON, HAS CAUSED SAID LANDS TO BE SUBDIVIDED AND PLATTED AS SHOWN HEREON, AND TO BE KNOWN AS "CALM".

THE ADDITIONAL RIGHT-OF-WAY DEDICATION SHOWN HEREON IS HEREBY DEDICATED TO THE PUBLIC FOR PROPER PURPOSES.

THE BUS SHELTER EASEMENT AS SHOWN HEREON IS HEREBY DEDICATED TO THE PUBLIC FOR PROPER PURPOSES.

IN WITNESS WHEREOF: THAT SAID CALM PROPERTIES, LLC, A FLORIDA LIMITED LIABILITY COMPANY, HAS CAUSED THESE PRESENTS TO BE SIGNED FOR AND ON ITS BEHALF BY Daniel Kennedy ITS MANAGER, AND ITS COMPANY SEAL (IF ANY) TO BE HEREUNTO AFFIXED IN THE PRESENCE OF THESE TWO WITNESSES, THIS 18th DAY OF January, A.D. 2017.

WITNESSES:

WITNESS: Jolanta Kennedy
PRINT NAME: JOLANTA KENNEDY
WITNESS: Jane Storms
PRINT NAME: Jane Storms

CALM PROPERTIES, LLC,
A FLORIDA LIMITED LIABILITY COMPANY

BY: Daniel Kennedy
PRINT NAME: DANIEL KENNEDY
TITLE: MANAGER

ACKNOWLEDGMENT:

STATE OF FLORIDA S.S.
COUNTY OF BROWARD

I HEREBY CERTIFY: THAT ON THIS DAY PERSONALLY APPEARED BEFORE ME, AN OFFICER DULY AUTHORIZED TO ADMINISTER OATHS AND TAKE ACKNOWLEDGMENTS, Daniel Kennedy, MANAGER, OF CALM PROPERTIES, LLC, A FLORIDA LIMITED LIABILITY COMPANY, TO BE THE PERSON DESCRIBED IN AND WHO ACKNOWLEDGED BEFORE ME THAT HE/SHE EXECUTED THE SAME FREELY AND VOLUNTARILY FOR THE USES AND PURPOSES THEREIN EXPRESSED, AND DID NOT TAKE AN OATH.

WITNESS: MY HAND AND OFFICIAL SEAL THIS 18th DAY OF January, A.D. 2017.

MY COMMISSION NUMBER: FF154432

MY COMMISSION EXPIRES: 8-25-2018

NOTARY PUBLIC, STATE OF FLORIDA
PRINT NAME: Elizabeth Tsouroukdisian

MORTGAGEE CONSENT:

STATE OF FLORIDA S.S.
COUNTY OF BROWARD

KNOW ALL MEN BY THESE PRESENTS: THAT DANIAN'S CORPORATION, A FLORIDA CORPORATION, THE OWNER AND HOLDER OF THAT CERTAIN MORTGAGE DATED JANUARY 15, 2016 AND RECORDED JANUARY 15, 2016 IN INSTRUMENT # 113458660, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, DOES HEREBY CONSENT TO AND JOIN IN THE MAKING AND FILING FOR RECORD OF THE ATTACHED "CALM", AND TO THE DEDICATIONS AS SHOWN HEREON.

IN WITNESS WHEREOF: DANIAN'S CORPORATION, A FLORIDA CORPORATION, HAS CAUSED THESE PRESENTS TO BE SIGNED IN ITS CORPORATE NAME BY ITS President CEO, AND ITS CORPORATE SEAL TO BE HEREUNTO AFFIXED AND ATTESTED THIS 6 DAY OF February, A.D. 2017.

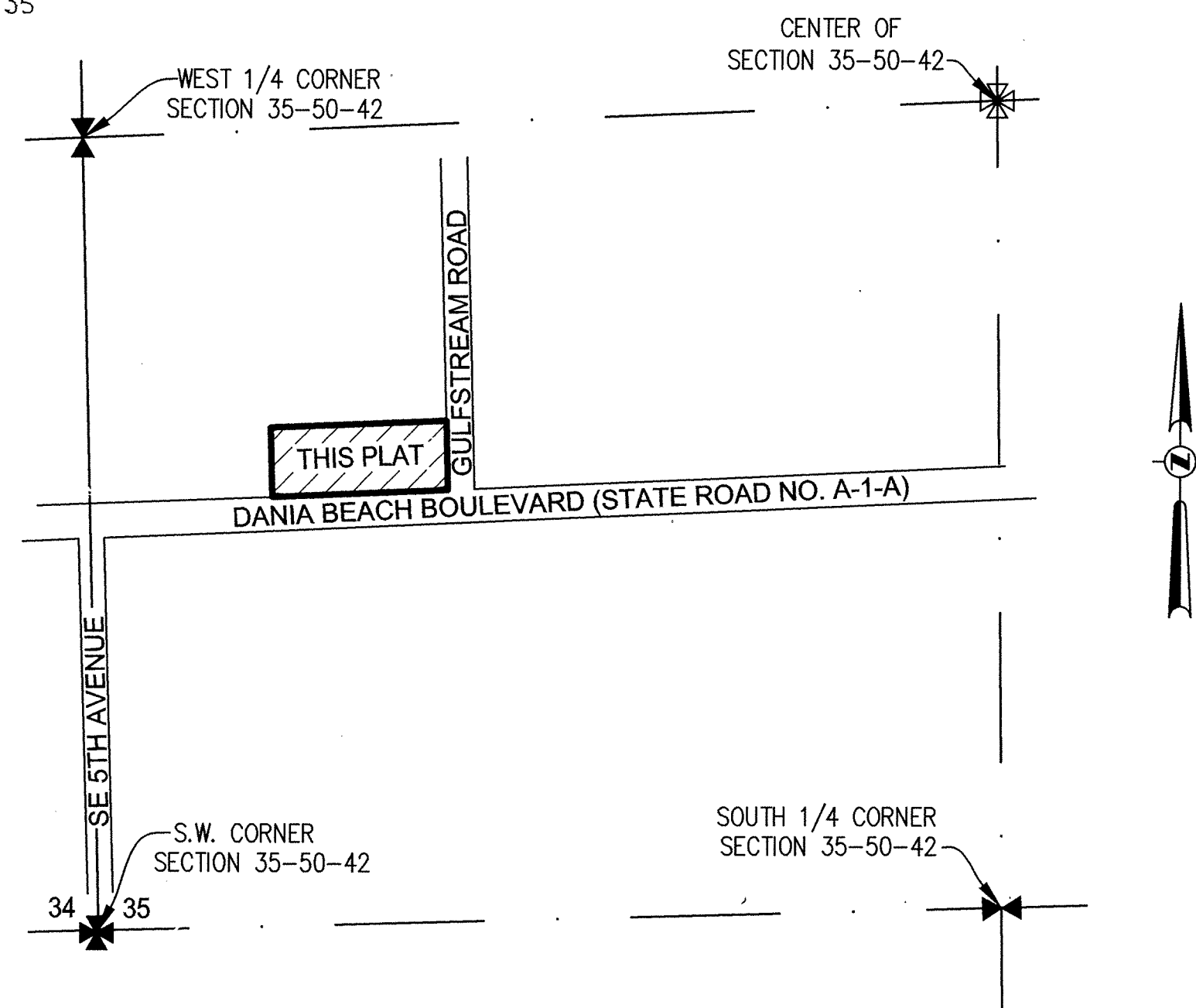
DANIAN'S CORPORATION, A FLORIDA CORPORATION

PRINT NAME: Daniel Kennedy
PRINT NAME: DANIEL KENNEDY

BY: [Signature]
PRINT NAME: RESIDENT CEO
TITLE: RESIDENT CEO

SHOWN ON THE MAINTENANCE MAP
RECORDED IN MISCELLANEOUS MAP
BOOK 9, PAGE 10;

A LINE LYING 25.00 FEET WEST OF
AND PARALLEL TO THE EAST LINE
OF THE NORTHWEST 1/4 OF THE
NORTHWEST 1/4 OF SAID SECTION 35



LOCATION MAP
NOT TO SCALE

ACKNOWLEDGMENT OF MORTGAGEE:

STATE OF Florida S.S.
COUNTY OF Broward

I HEREBY CERTIFY: THAT ON THIS DAY PERSONALLY APPEARED BEFORE ME, AN OFFICER DULY AUTHORIZED TO ADMINISTER OATHS AND TAKE ACKNOWLEDGMENTS Vincent Pyle, president OF DANIAN'S CORPORATION, A FLORIDA CORPORATION, WHO IS PERSONALLY KNOWN TO ME BE AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THE EXECUTION THEREOF TO BE THEIR FREE ACT AND DEED AS SUCH OFFICERS FOR THE PURPOSES THEREIN EXPRESSED AND WHO DID NOT TAKE OATHS.

WITNESS: MY HAND AND OFFICIAL SEAL THIS 6 DAY OF February, A.D. 2017.

MY COMMISSION NUMBER: FF103546

MY COMMISSION EXPIRES: June 30, 2018

NOTARY PUBLIC, STATE OF FLORIDA
PRINT NAME: Daniel Kennedy

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY: THAT THE ATTACHED PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE LAND RECENTLY SURVEYED, SUBDIVIDED AND PREPARED UNDER MY DIRECTION AND SUPERVISION, THAT THE SURVEY DATA COMPLIES WITH ALL OF THE APPLICABLE REQUIREMENTS OF CHAPTER 177, PART 1, FLORIDA STATUTES, CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, AND THAT THE PERMANENT REFERENCE MONUMENTS (P.R.M.'S) WERE SET IN ACCORDANCE WITH SAID CHAPTER 177, PART 1. PERMANENT CONTROL POINTS (PCP'S) WILL BE SET WITHIN ONE YEAR OF THE DATE THIS PLAT IS RECORDED OR PRIOR TO THE EXPIRATION OF THE BOND OR OTHER SURETY INSURING CONSTRUCTION OF THE REQUIRED SUBDIVISION IMPROVEMENTS.

Beth Burns
BETH BURNS
PROFESSIONAL SURVEYOR AND MAPPER NO. LS6136
STATE OF FLORIDA
PULICE LAND SURVEYORS, INC.
5381 NOB HILL ROAD
SUNRISE, FLORIDA
CERTIFICATE OF AUTHORIZATION NUMBER LB3870

JANUARY 10, 2017
DATE

DANIAN'S CORPORATION, A FLORIDA CORPORATION	MORTGAGEE ACKNOWLEDGEMENT	PLATTING SURVEYOR	CITY CLERK	CITY ENGINEER	COUNTY SURVEYOR	COUNTY ENGINEER
SEAL	SEAL					

CITY OF DANIA BEACH, CITY COMMISSION:

NO BUILDING PERMITS SHALL BE ISSUED FOR THE CONSTRUCTION, EXPANSION, AND/OR CONVERSION OF A BUILDING WITHIN THIS PLAT UNTIL SUCH TIME AS THE DEVELOPER PROVIDES THIS MUNICIPALITY WITH WRITTEN CONFIRMATION FROM BROWARD COUNTY THAT ALL APPLICABLE CONCURRENCY/IMPACT FEES HAVE BEEN PAID OR ARE NOT DUE.

THIS IS TO CERTIFY, THAT THIS PLAT HAS BEEN APPROVED AND ACCEPTED BY THE CITY OF DANIA BEACH, FLORIDA, BY RESOLUTION NO. 2017-001 ADOPTED THIS 14 DAY OF FEBRUARY, A.D. 2017.

ATTEST: [Signature]
CITY CLERK

APPROVED: [Signature]
MAYOR

COMMUNITY DEVELOPMENT DEPARTMENT:

THIS IS TO CERTIFY THAT THIS PLAT HAS BEEN APPROVED AND ACCEPTED BY THE COMMUNITY DEVELOPMENT DEPARTMENT OF THE CITY OF DANIA BEACH, BROWARD COUNTY, FLORIDA, THIS 24 DAY OF February, A.D. 2017.

BY: [Signature]
NAME: Marc Laferriere
DIRECTOR / DESIGNEE

CITY ENGINEER:

THIS PLAT IS HEREBY APPROVED FOR RECORD THIS 21st DAY OF FEB 2017, A.D. 2017.

BY: [Signature]
NAME: RONNIE V. NAVARRO
FLORIDA P.E. REGISTRATION NO: 67142

BROWARD COUNTY ENVIRONMENTAL PROTECTION AND GROWTH MANAGEMENT DEPARTMENT:

THIS IS TO CERTIFY: THAT THIS PLAT HAS BEEN APPROVED AND ACCEPTED FOR RECORD THIS 6 DAY OF March, A.D. 2018.

BY: [Signature]
DIRECTOR / DESIGNEE

BROWARD COUNTY PLANNING COUNCIL:

THIS IS TO CERTIFY: THAT THE BROWARD COUNTY PLANNING COUNCIL HAS APPROVED THIS PLAT SUBJECT TO ITS COMPLIANCE WITH THE DEDICATION OF RIGHTS-OF-WAY FOR TRAFFICWAYS THIS 23 DAY OF March, A.D. 2018.

BY: [Signature]
CHAIRPERSON

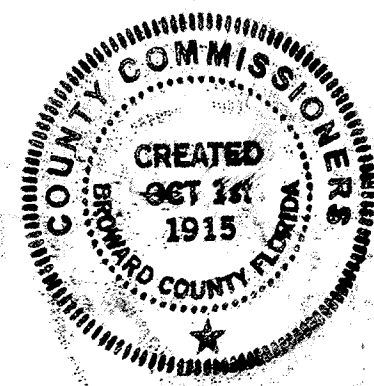
THIS PLAT COMPLIES WITH THE APPROVAL OF THE BROWARD COUNTY PLANNING COUNCIL OF THE ABOVE DATE AND IS APPROVED AND ACCEPTED FOR RECORD THIS 24th DAY OF March, A.D. 2018.

BY: [Signature]
EXECUTIVE DIRECTOR OR DESIGNEE

BROWARD COUNTY FINANCE AND ADMINISTRATIVE SERVICES DEPARTMENT. COUNTY RECORDS DIVISION - MINUTES SECTION:

THIS IS TO CERTIFY: THAT THIS PLAT COMPLIES WITH THE PROVISIONS OF CHAPTER 177, FLORIDA STATUTES, AND WAS ACCEPTED FOR RECORD BY THE BOARD OF COUNTY COMMISSIONERS OF BROWARD COUNTY, FLORIDA, THIS 9th DAY OF May, A.D. 2017.

BY: [Signature]
MAYOR, COUNTY COMMISSION



BROWARD COUNTY HIGHWAY CONSTRUCTION AND ENGINEERING DIVISION:

THIS IS TO CERTIFY: THAT THIS PLAT HAS BEEN REVIEWED FOR CONFORMITY WITH CHAPTER 177, PART 1, FLORIDA STATUTES AND APPROVED AND ACCEPTED FOR RECORD.

BY: [Signature]
ROBERT P. LEGG, JR.
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REGISTRATION NUMBER LS4030

3/9/18
DATE

BY: [Signature]
RICHARD TORNESE
DIRECTOR
PROFESSIONAL ENGINEER
FLORIDA REGISTRATION NO. 40263

3/22/18
DATE

"CALM"

A SUBDIVISION OF A PORTION OF THE SE 1/4 OF THE NW 1/4 OF THE SW 1/4 OF
SECTION 35, TOWNSHIP 50 SOUTH, RANGE 42 EAST,
CITY OF DANIA BEACH, BROWARD COUNTY, FLORIDA

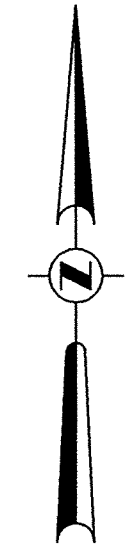
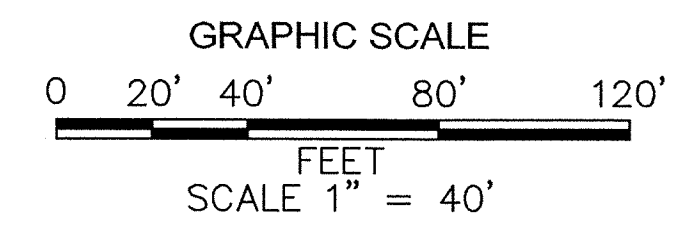
PREPARED BY
PULICE LAND SURVEYORS, INC.

5381 NOB HILL ROAD
SUNRISE, FLORIDA 33351
954-572-1777
FAX NO. 954-572-1778
MARCH, 2016

INSTR #114977615
Plats 183/168
Page 2 of 2

NOTICE:

THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL
DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL
IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER
GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE
ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT
THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.



SURVEYORS NOTES:

1) THIS PLAT IS RESTRICTED TO 12,000 SQUARE FEET OF
COMMERCIAL AND 386 HIGH-RISE UNITS. NO FREE STANDING
OR DRIVE-THRU BANK FACILITIES ARE PERMITTED WITHOUT THE
APPROVAL OF THE BOARD OF COUNTY COMMISSIONERS WHO
SHALL REVIEW AND ADDRESS THESE USES FOR INCREASED
IMPACTS.

THIS NOTE IS REQUIRED BY CHAPTER 5, ARTICLE IX, BROWARD
COUNTY CODE OF ORDINANCES, AND MAY BE AMENDED BY
APPROVAL OF THE BROWARD COUNTY BOARD OF COUNTY
COMMISSIONERS. THE NOTATION AND ANY AMENDMENTS
THERE TO ARE SOLELY INDICATING THE APPROVED DEVELOPMENT
LEVEL FOR PROPERTY LOCATED WITHIN THE PLAT AND DO NOT
OPERATE AS A RESTRICTION IN FAVOR OF ANY PROPERTY
OWNER INCLUDING AN OWNER OR OWNERS OF PROPERTY WITHIN
THIS PLAT WHO TOOK TITLE TO THE PROPERTY WITH REFERENCE
TO THIS PLAT.

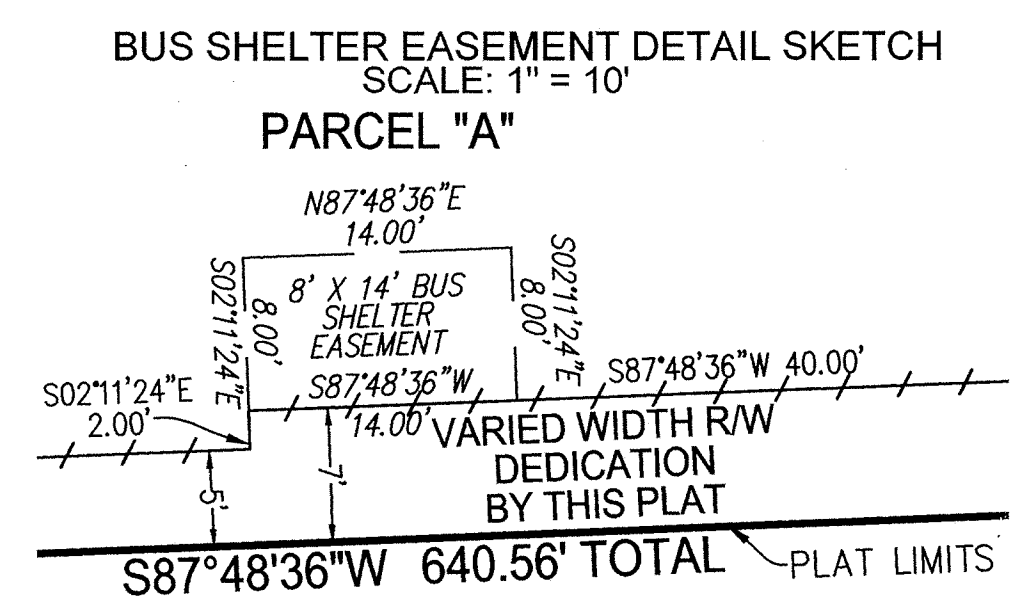
ANY STRUCTURE WITHIN THIS PLAT MUST COMPLY WITH SECTION
IV, D.1.f., DEVELOPMENT REVIEW REQUIREMENTS, OF THE
BROWARD COUNTY LAND USE PLAN, REGARDING HAZARDS TO
AIR NAVIGATION.

2A) IF A BUILDING PERMIT FOR A PRINCIPAL BUILDING (EXCLUDING
DRY MODELS, SALES AND CONSTRUCTION OFFICES) AND FIRST
INSPECTION APPROVAL ARE NOT ISSUED BY MAY 9, 2022, THEN
THE COUNTY'S FINDING OF ADEQUACY SHALL EXPIRE AND NO
ADDITIONAL BUILDING PERMITS SHALL BE ISSUED UNTIL SUCH
TIME AS BROWARD COUNTY SHALL MAKE A SUBSEQUENT
FINDING THAT THE APPLICATION SATISFIES THE ADEQUACY
REQUIREMENTS SET FORTH WITHIN THE BROWARD COUNTY LAND
DEVELOPMENT CODE. THE OWNER OF THE PROPERTY OR THE
AGENT OF THE OWNER SHALL BE RESPONSIBLE FOR PROVIDING
EVIDENCE TO BROWARD COUNTY FROM THE APPROPRIATE
GOVERNMENTAL ENTITY, DOCUMENTING COMPLIANCE WITH THIS
REQUIREMENT WITHIN THE ABOVE REFERENCED TIME FRAME:
AND/OR

B) IF CONSTRUCTION OF PROJECT WATER LINES, SEWER LINES,
DRAINAGE, AND THE ROCK BASE FOR INTERNAL ROADS HAVE
NOT BEEN SUBSTANTIALLY COMPLETED BY MAY 9, 2022, THEN
THE COUNTY'S FINDING OF ADEQUACY SHALL EXPIRE AND NO
ADDITIONAL BUILDING PERMITS SHALL BE ISSUED UNTIL SUCH
TIME AS BROWARD COUNTY SHALL MAKE A SUBSEQUENT
FINDING THAT THE APPLICATION SATISFIES THE ADEQUACY
REQUIREMENTS SET FORTH WITHIN THE BROWARD COUNTY LAND
DEVELOPMENT CODE. THE OWNER OF THE PROPERTY OR THE
AGENT OF THE OWNER SHALL BE RESPONSIBLE FOR PROVIDING
EVIDENCE TO BROWARD COUNTY FROM THE APPROPRIATE
GOVERNMENTAL ENTITY, DOCUMENTING COMPLIANCE WITH THIS
REQUIREMENT WITHIN THE ABOVE REFERENCED TIME FRAME.

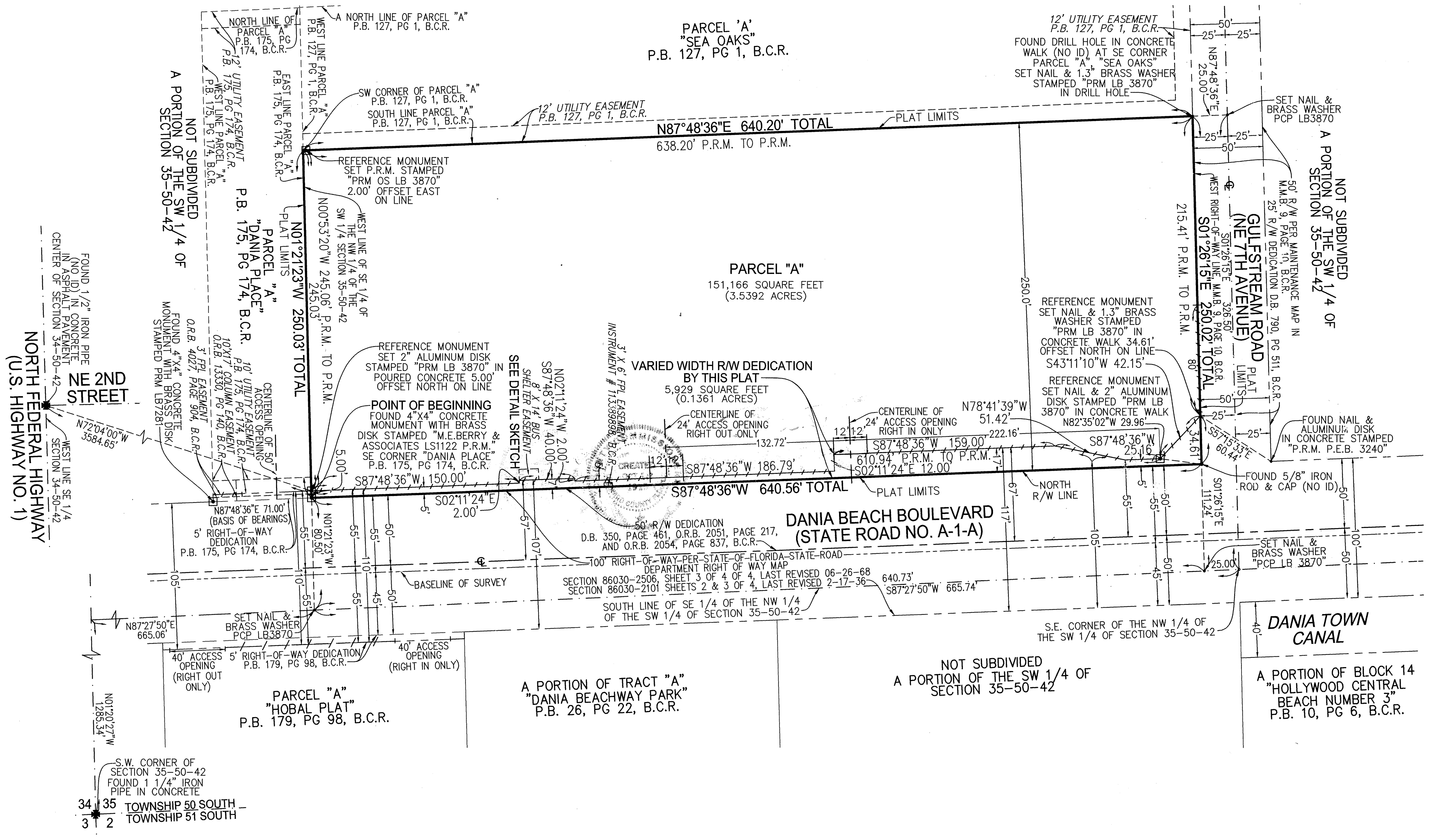
3) THE FOLLOWING NOTE IS REQUIRED BY THE BROWARD COUNTY
SURVEYOR PURSUANT TO CHAPTER 177.091, SUBSECTION (28),
FLORIDA STATUTES. PLATTED UTILITY EASEMENTS ARE ALSO
EASEMENTS FOR THE CONSTRUCTION, INSTALLATION,
MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES;
PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION,
MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES
SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN
ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE
EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES
OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR
THE DAMAGES. THIS NOTE DOES NOT APPLY TO PRIVATE
EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR
ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH
CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION
SHALL COMPLY WITH THE NATIONAL ELECTRIC SAFETY CODE AS
ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.

4) BEARINGS SHOWN HEREON ARE BASED ON THE NORTH
RIGHT-OF-WAY LINE OF DANIA BEACH BOULEVARD (STATE
ROAD NO. A-1-A) ASSUMING N87°48'36"E.



LEGEND:

- P.R.M. □ DENOTES: PERMANENT REFERENCE MONUMENTS (SET 4"x4"x24"
CONCRETE MONUMENT WITH 1.3" BRASS DISC STAMPED "PRM LB3870"
UNLESS OTHERWISE NOTED)
- P.C.P. ● DENOTES: PERMANENT CONTROL POINT (MAG NAIL & BRASS WASHER
STAMPED "PCP LB3870" UNLESS OTHERWISE NOTED)
- LB DENOTES: LICENSED BUSINESS
- B.C.R. DENOTES: BROWARD COUNTY RECORDS
- O.R.B. DENOTES: OFFICIAL RECORD BOOK
- DENOTES: NON-VEHICULAR ACCESS LINE
- F.D.O.T. DENOTES: FLORIDA DEPARTMENT OF TRANSPORTATION
- ✱ DENOTES: SECTION CORNER
- CL DENOTES: CENTERLINE
- D.B. DENOTES: DEED BOOK
- R/W DENOTES: RIGHT-OF-WAY
- P.B. DENOTES: PLAT BOOK
- PG DENOTES: PAGE
- FPL DENOTES: FLORIDA POWER & LIGHT COMPANY
- M.M.B. DENOTES: MISCELLANEOUS MAP BOOK



October 8, 2021

Re: Landscape Plan Narrative
ASPR Re-submittal

Sea View at Dania
601 Dania Beach Boulevard, Dania Beach, Fl.



The following is a narrative of revisions made to the previously approved Site plan planting plans for the above referenced project.

1. The overall site plan has been updated reflecting adjustments to the following:
 - a. Relocation of the art element to the corner of Dania Beach Boulevard and Gulfstream Road and adjustments to plantings as required.
 - b. Addition of 6 planting areas flanking the porte cochere, lobby and former paved loggia.
 - c. Adjustment to miscellaneous pedestrian walkways accessing portions of the building on the north.
2. Adjustment to some of the plant species and material locations adjusting for high water concerns.
3. Existing Tree Disposition Plan, Sheet L-1.00, has been updated to reflect previously permitted revisions to the plan. All trees shown as 'remove' have been removed and 'relocates' have been relocated, under appropriate permits.
4. Previously approved pool deck level plan, Sheet L-1.03, was unchanged and not included.

All changes, including areas of change as well specific plant revisions, have been tagged with a delta 1, dated October 8, 2021.

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

William A. Eager, A.S.L.A.
President

WILLIAM A. EAGER, A.S.L.A.
LA1187
WWW.EGS2.COM

LANDSCAPE ARCHITECTURE AND PLANNING
14121 SW 119 AVENUE MIAMI FL 33186
(P) 305 274 2702 (F) 305 274 2887

11 October 2021

Joseph Milton
President
J Milton and Associates
3211 Ponce De Leon Blvd Suite 301
Coral Gables, FL 33134

**Re: Trip Generation Statement
601 Dania Beach
Dania Beach, Florida
Langan Project No.: 330061003**

Dear Mr. Milton:

Langan Engineering and Environmental Services, Inc. prepared this analysis that compares the trip-generation calculations between the proposed residential development at 601 East Dania Beach Boulevard, Dania Beach, Florida to the mixed-use development that was approved by the city. The trip-generation comparison shows that the proposed development generates less traffic than the mixed-use development that Langan prepared a traffic study for. The 3.63-acre site (Folio No. 504235250010) is on the northwest corner of Dania Beach Boulevard and Gulfstream Road. **Figure 1** below shows an aerial photograph of the site location.



Figure 1. - Site Location

Project Description

The development's site plan and traffic study were approved in 2019 through resolution 2019-139 as part of the site-plan application (SP-51-16MOD) that proposed a mixed-use development comprised 381 high-rise residential units and a 2,000 square-foot market. The owner is seeking approval for a revised development program that comprises 385 high rise residential units. The proposed changes to the approved site plan will eliminate the retail use on the site and will increase the residential units from 381 to 385 units. All the proposed driveway connections to East Dania Beach Boulevard and Gulfstream Road will remain at the same locations as originally proposed. **Attachment A** includes the approved and proposed site plans.

Trip Generation Analysis

We performed a trip generation comparison between the proposed and approved development and found that the proposed development generates less traffic than the approved development. **Table 1** summarizes the trip-generation comparison between the two development programs and shows that the proposed development will generate less traffic than the approved development. We prepared daily, morning peak hour and afternoon peak-hour vehicle trip estimates for the proposed and approved developments using the trip generation, pass-by and internalization equations from the 10th Edition of Institute of Transportation Engineers *Trip Generation Manual*. Attachment A contains a copy of the proposed site plan and the site plan from the approved study. Attachment B contains excerpts from the ITE Manual and trip-generation calculations for the development in the approved traffic study and the proposed development.

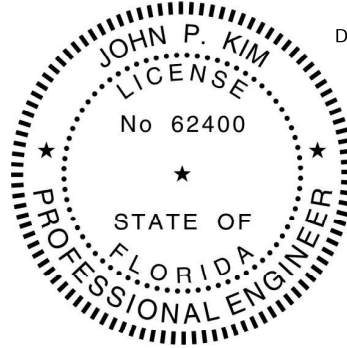
Table 1 - Trip Generation Estimates

Use	Size	Daily	Weekday Morning Peak Hour			Weekday Afternoon Peak Hour		
			In	Out	Total	In	Out	Total
Approved Uses								
Multifamily Housing (High-Rise)	381 DU	1,713	29	90	119	82	53	135
Variety Store	2,000 SF	127	2	3	5	4	3	7
Total		1,840	31	93	124	86	56	142
Proposed Uses								
Multifamily Housing (High-Rise)	385 DU	1,729	29	92	121	85	54	139
Difference (Proposed less Approved)		-111	-2	-1	-3	-1	-2	-3

If you have any questions regarding the information contained herein, please do not hesitate to contact me at (786) 264-7226.

Sincerely,

Langan Engineering and Environmental Services, Inc.



Digitally signed by John P Kim
Date: 2021.10.12 12:03:59-04'00'

This item has been digitally signed
and sealed by John P. Kim, PE on
the date adjacent to the seal.

Printed Copies of this document are
not considered signed and sealed
and the signature must be verified
on any electronic copies.

John P. Kim, P.E., PTOE
Florida P.E. License No. 62400
Senior Project Manager

JPK:jpk

Attachments

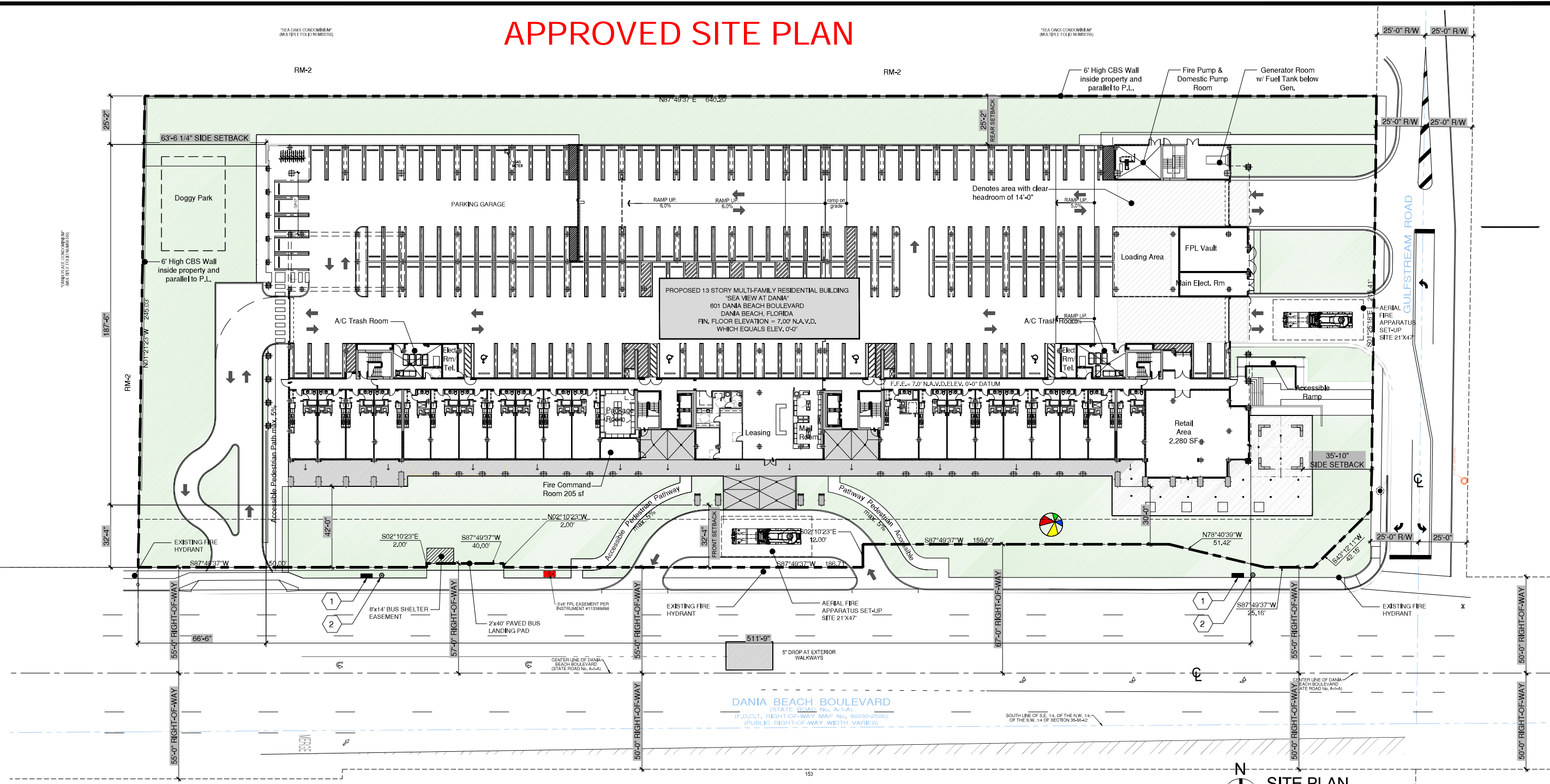
Attachment A – Site Plans

Attachment B – Trip Generation Tables and ITE Excerpts

FL Certificate of Authorization No. 6601

ATTACHMENT A
SITE PLANS

APPROVED SITE PLAN



SITE PLAN
1" = 25'-0"

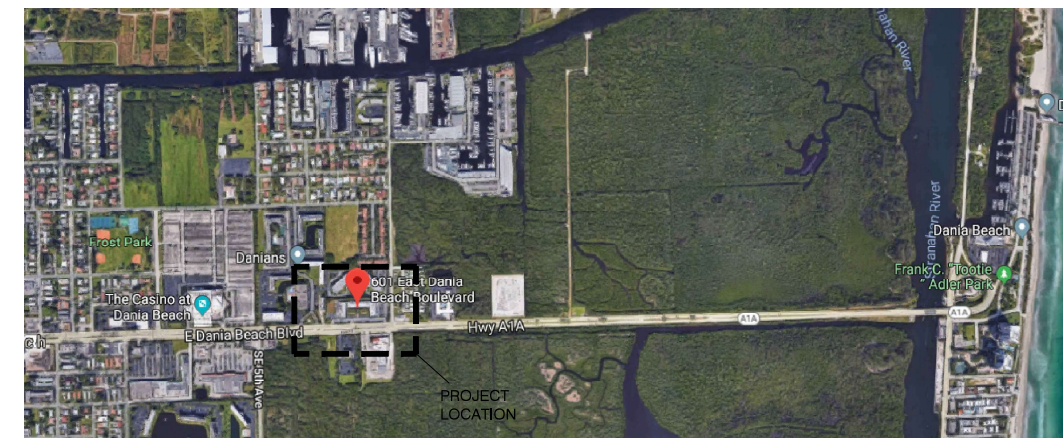
LEGAL DESCRIPTION
PARCEL "A", OF "CALM", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 183 AT PAGES 168 AND 169 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.



1 PROPOSED BENCH BY LANDSCAPE FORMS.



2 PROPOSED TRASH RESEPTACLE BY LANDSCAPE FORMS.



LOCATION MAP
NTS

CAYMARES MARTIN
Architectural & Engineering Design
44-28001552 CA 27135
5201 SW 7th St. Ste 100 Miami, FL 33155
Ph: (305) 688-5040 Fax: (305) 688-5041
www.caymartdesign.com

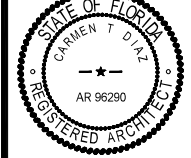
DEVELOPER
J. MILTON & ASSOCIATES

SEA VIEW AT DANIA
LUX RESIDENCES
601 DANIA BEACH BOULEVARD
DANIA BEACH, FLORIDA
PRELIMINARY DESIGN

REV. #	DATE
1	
2	
3	
4	
5	
6	

PROJECT NO.:	
DESIGNED BY:	O.M.
DRAWN BY:	
CHECKED BY:	C.D.
ISSUE DATE:	8/10/2020
DRAWING SCALE:	AS SHOWN

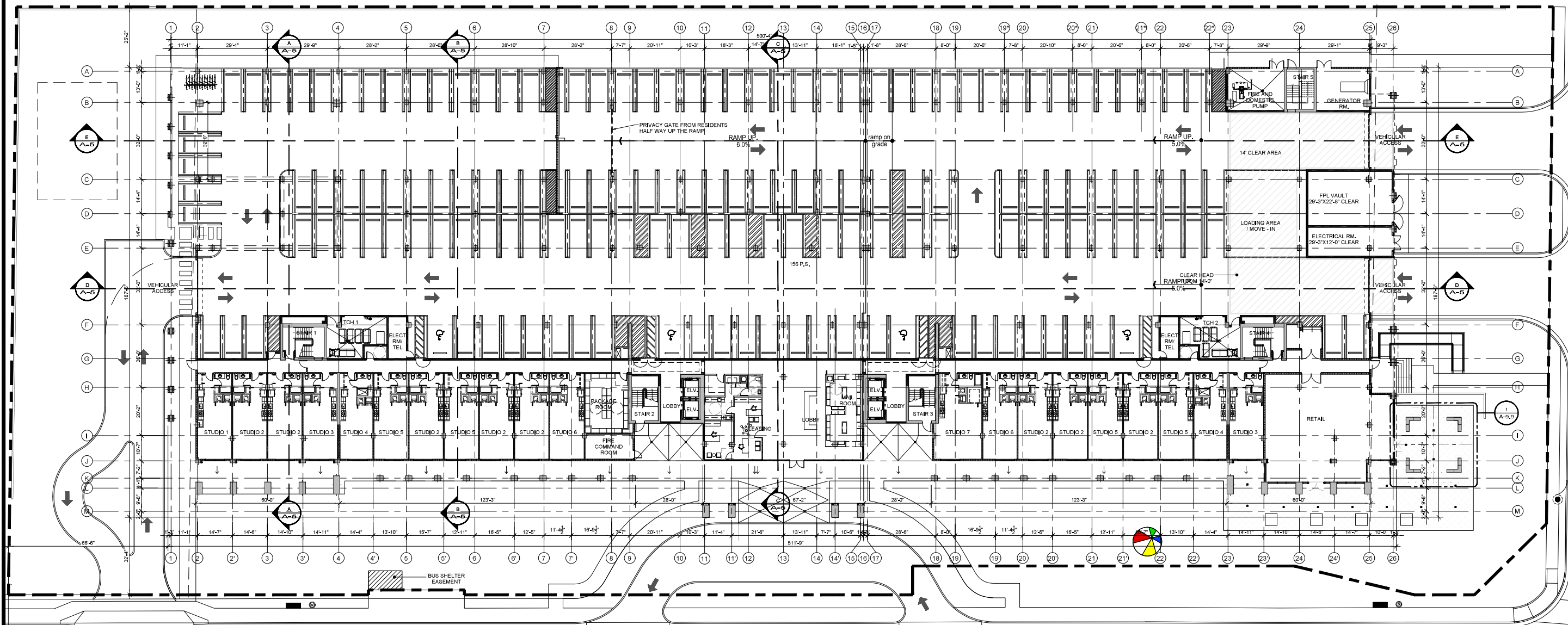
ARCH: CARMEN T. DIAZ
LIC # AR 96290
5201 S.W. 7th COURT, #100 MIAMI, FL 33155
TEL: (305) 688-5040
FAX: (305) 688-5041



SHEET:
A-1.0A

SP MOD - 9/10/2021 - SITE PLAN APPROVED

APPROVED SITE PLAN



GROUND FLOOR PLAN
SCALE: 1" = 20'

NOTES:

- ALL WALLS AND FLOOR ASSEMBLY BETWEEN DWELLING UNITS, COMMON AREAS AND CORRIDORS SHALL HAVE AN STC 50 & IIC OF 50 MIN. PENETRATIONS IN WALLS AND PARTITIONS SHALL BE SEALED, LINED, INSULATED OR OTHERWISE TREATED TO MAINTAIN THE REQUIRED RATING

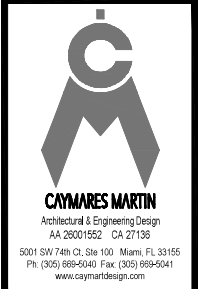
WALLS, PARTITIONS AND FLOOR/CEILING ASSEMBLIES SEPARATING DWELLING UNITS FROM EACH OTHER OR FROM PUBLIC OR SERVICE AREAS SHALL HAVE A SOUND TRANSMISSION CLASS (STC) OF NOT LESS THAN 50 (45 IF FIELD TESTED) FOR AIR-BORNE NOISE WHEN TESTED IN ACCORDANCE WITH ASTM E 90. PENETRATIONS OR OPENINGS IN CONSTRUCTION ASSEMBLIES FOR PIPING, ELECTRICAL DEVICES, RECESSED CABINETS, BATHTUBS, SOFFITS, OR HEATING, VENTILATING OR EXHAUST DUCTS SHALL BE SEALED, LINED, INSULATED OR OTHERWISE TREATED TO MAINTAIN THE REQUIRED RATINGS. THIS REQUIREMENT SHALL NOT APPLY TO DWELLING UNIT ENTRANCE DOORS; HOWEVER, SUCH DOORS SHALL BE TIGHT FITTING TO THE FRAME AND SILL.

INSULATION MATERIALS TO HAVE A FLAME SPREAD INDEX OF NOT MORE THAN 25 AND A SMOKE DEVELOPED INDEX OF NOT MORE THAN 450 (FBC CH 7)
- CHANGES IN ELEVATION
BUILDING ENTRANCES AND WALKING SURFACES IN MEANS OF EGRESS SHALL BE ON AN ACCESSIBLE ROUTE WITH CHANGES IN ELEVATION NOT EXCEEDING 1/4". CHANGES IN ELEVATION GREATER THAN 1/4" BUT NOT EXCEEDING 1/2" SHALL BE BEVELED WITH A SLOPE OF 1 IN 2 AS PER FFPC 101 7.1.6.2

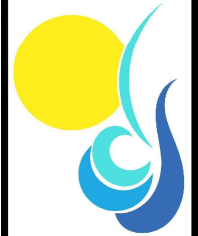
THE SLOPE OF A WALKING SURFACE IN THE DIRECTION OF TRAVEL SHALL NOT EXCEED 1 IN 20, UNLESS THE RAMP REQUIREMENTS ARE MET AS PER FFPC 101 7.1.6.3

THE SLOPE PERPENDICULAR TO THE DIRECTION OF TRAVEL SHALL NOT EXCEED 1 IN 48 AS PER FFPC 101 7.1.6.3

ALL ACCESSIBLE MEANS OF EGRESS REQUIRE A HARD SURFACE THAT IS MINIMUM OF 36" WIDE OR 44" IF THE OCCUPANT LOAD IS GREATER THAN 50 PERSONS.



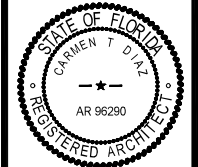
SEA VIEW AT DANIA
LUX RESIDENCES
601 DANIA BEACH BOULEVARD
DANIA BEACH, FLORIDA
PRELIMINARY DESIGN



REV. #	DATE
1	
2	
3	
4	
5	
6	

PROJECT NO.:	
DESIGNED BY:	O.M.
DRAWN BY:	
CHECKED BY:	C.D.
ISSUE DATE:	8/10/2020
DRAWING SCALE:	AS SHOWN

ARCH: CARMEN T. DIAZ
LIC # AR 96290
5201 S.W. 74th COURT, #100 MIAMI, FL 33155
TEL: (305) 688-5040
FAX: (305) 688-5041

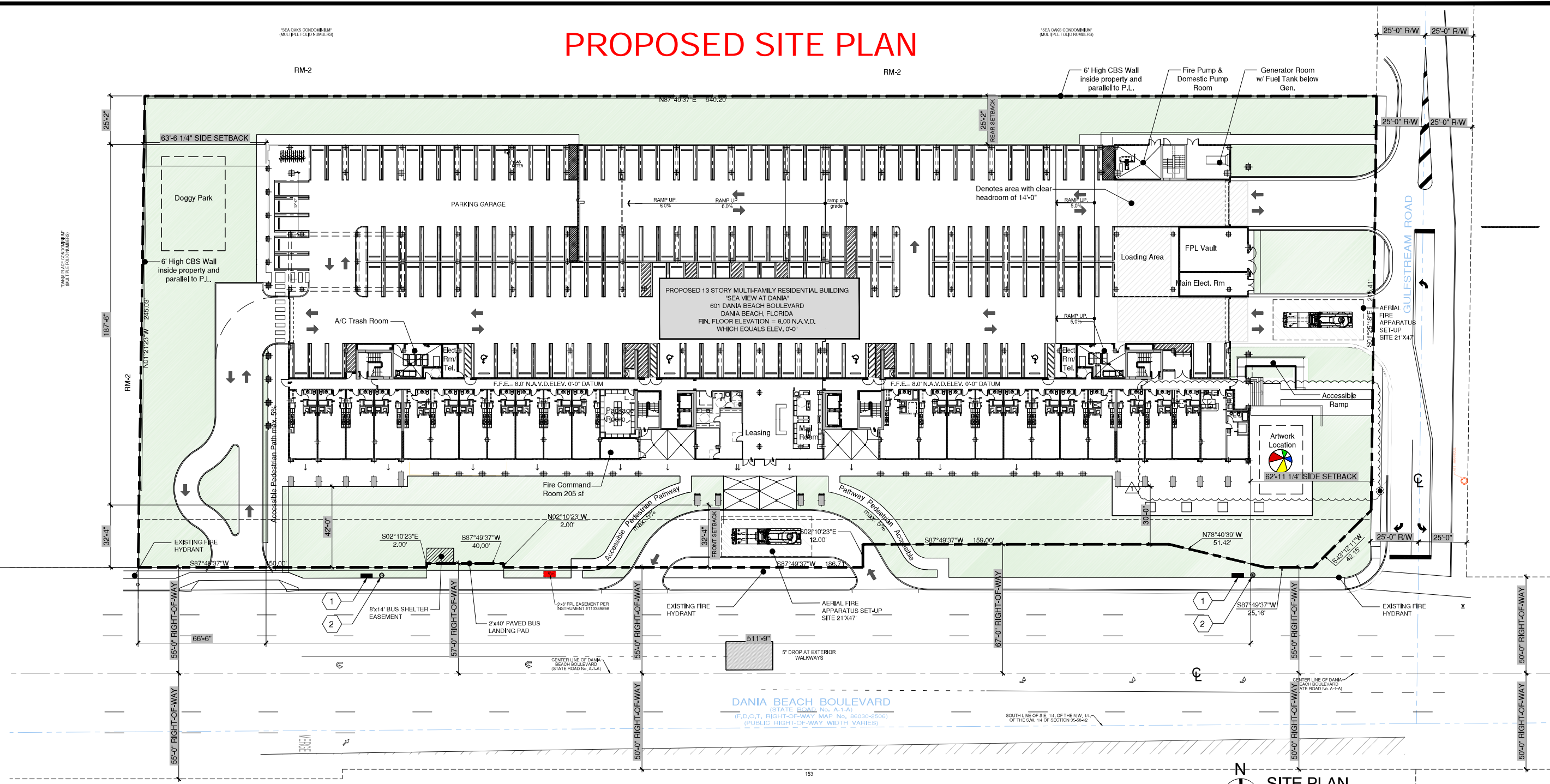


SHEET:

A-2.0A

SP MOD - 9/10/2021 - FLOOR PLAN APPROVED

PROPOSED SITE PLAN



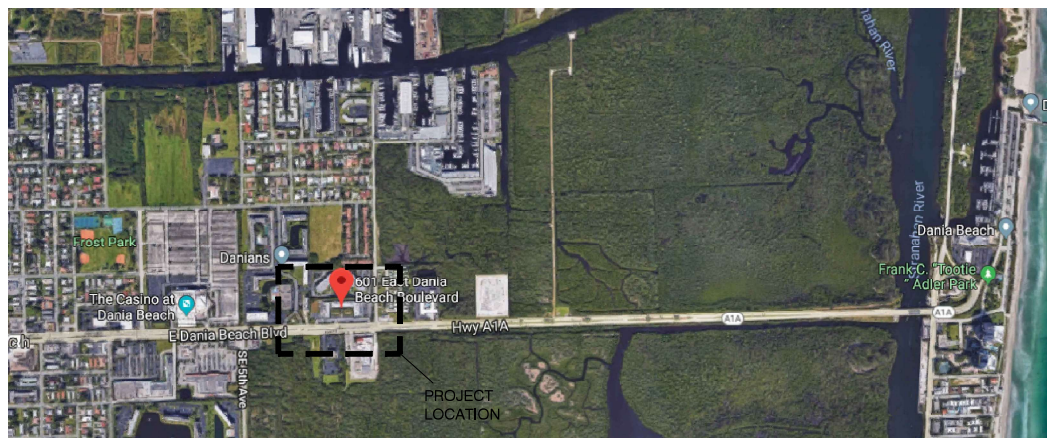
LEGAL DESCRIPTION
PARCEL "A", OF "CALM", ACCORDING TO THE PLAT THEREOF AS
RECORDED IN PLAT BOOK 183 AT PAGES 168 AND 169 OF THE PUBLIC
RECORDS OF BROWARD COUNTY, FLORIDA.



1 PROPOSED BENCH BY LANDSCAPE FORMS.



2 PROPOSED TRASH RESEPTACLE BY LANDSCAPE FORMS.



LOCATION MAP
NTS

CAYMARES MARTIN
Architectural & Engineering Design
44-28001552 CA 27135
5201 SW 74th Ave Ste 100 Miami, FL 33155
Ph (305) 688-5040 Fax (305) 688-5041
www.caymartdesign.com

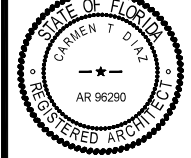
DEVELOPER
J. MILTON & ASSOCIATES

SEA VIEW AT DANIA
LUX RESIDENCES
601 DANIA BEACH BOULEVARD
DANIA BEACH, FLORIDA
PRELIMINARY DESIGN

REV. #	DATE
1	SP MOD 9/10/2021
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3	
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DESIGNED BY:	O.M.
DRAWN BY:	
CHECKED BY:	C.D.
ISSUE DATE:	8/10/2020
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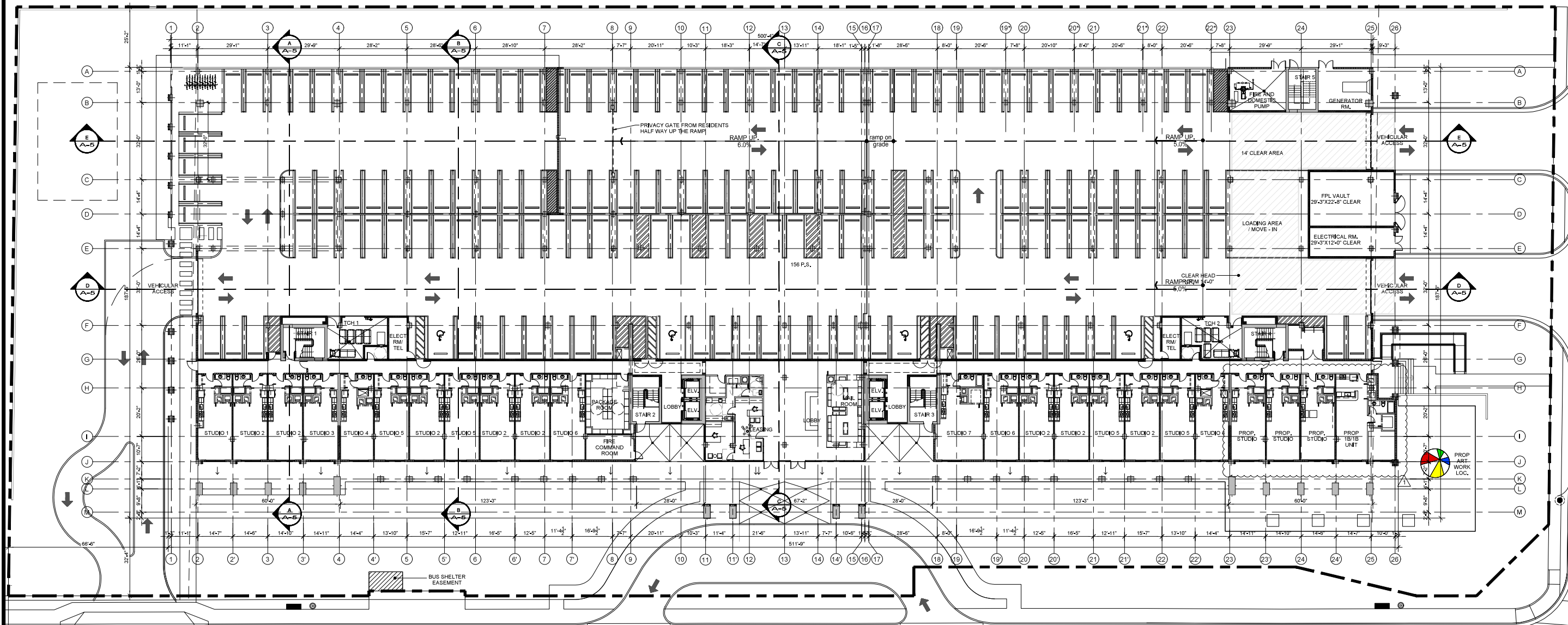
ARCH. CARMEN T. DIAZ
LIC # AR 96290
5201 SW 74th Ave, Suite 100, Miami, FL 33155
TEL (305) 688-5040
FAX (305) 688-5041



SHEET:
A-1.0P

SP MOD - 9/10/2021 - SITE PLAN PROPOSED

PROPOSED SITE PLAN



GROUND FLOOR PLAN
SCALE: 1" = 20'

NOTES:

- ALL WALLS AND FLOOR ASSEMBLY BETWEEN DWELLING UNITS, COMMON AREAS AND CORRIDORS SHALL HAVE AN STC 50 & IIC OF 50 MIN. PENETRATIONS IN WALLS AND PARTITIONS SHALL BE SEALED, LINED, INSULATED OR OTHERWISE TREATED TO MAINTAIN THE REQUIRED RATING

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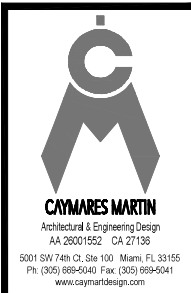
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SP MOD - 9/10/2021 - FLOOR PLAN PROPOSED



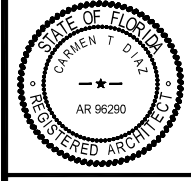
SEA VIEW AT DANIA
LUX RESIDENCES
601 DANIA BEACH BOULEVARD
DANIA BEACH, FLORIDA
PRELIMINARY DESIGN



REV. #	DATE
1	SP MOD 9/10/2021
2	
3	
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5	
6	

PROJECT NO.:	
DESIGNED BY:	O.M.
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SHEET:

A-2.0P

ATTACHMENT B
TRIP GENERATION TABLES & ITE EXCERPTS

TRIP GENERATION ANALYSIS
601 DANIA BEACH
(Approved versus Proposed Uses)

DAILY

Land Use	ITE Code	Size	Trip Generation Rate	In	Out	Total Trips			Internal Trips				External Trips			Pass-by		Net New Trips		
						In	Out	Total	In	Out	Total	%	In	Out	Total	Trips	%	In	Out	Total
<u>Approved Uses</u> Multifamily Housing (High-Rise) Variety Store	222 814	381 DU 2,000 SF	T = 3.94 (X) + 211.81 T = 63.47 (X)	50%	50%	857 64	856 63	1,713 127	0 0	0 0	0 0	0.0% 0.0%	857 64	856 63	1713 127	0 0	0% 0%	857 64	856 63	1,713 127
Total						921	919	1,840	0	0	0		921	919	1,840	0		921	919	1,840
<u>Proposed Uses</u> Multifamily Housing (High-Rise)	222	385 DU	T = 3.94 (X) + 211.81	50%	50%	865	864	1,729	0	0	0	0.0%	865	864	1729	0	0%	865	864	1,729
(Total Area less Leased Area) Difference						-8	-8	-16	0	0	0		-8	-8	-16	0		-8	-8	-16

MORNING PEAK HOUR

Land Use	ITE Code	Size	Trip Generation Rate	In	Out	Total Trips			Internal Trips				External Trips			Pass-by		Net New Trips		
						In	Out	Total	In	Out	Total	%	In	Out	Total	Trips	%	In	Out	Total
<u>Approved Uses</u> Multifamily Housing (High-Rise) Variety Store	222 814	381 DU 2,000 SF	T = 0.28 (X) + 12.86 T = 3.18 (X)	24% 57%	76% 43%	29 3	91 3	120 6	0 1	1 0	1 1	0.8% 16.7%	29 2	90 3	119 5	0 0	0% 0%	29 2	90 3	119 5
Total						32	94	126	1	1	2		31	93	124	0		31	93	124
<u>Proposed Uses</u> Multifamily Housing (High-Rise)	222	385 DU	T = 0.28 (X) + 12.86	24%	76%	29	92	121	0	0	0	0.0%	29	92	121	0	0%	29	92	121
Difference (Proposed less Approved)						0	-1	-1	-1	-1	-2		0	-2	-2	0		0	-2	-2

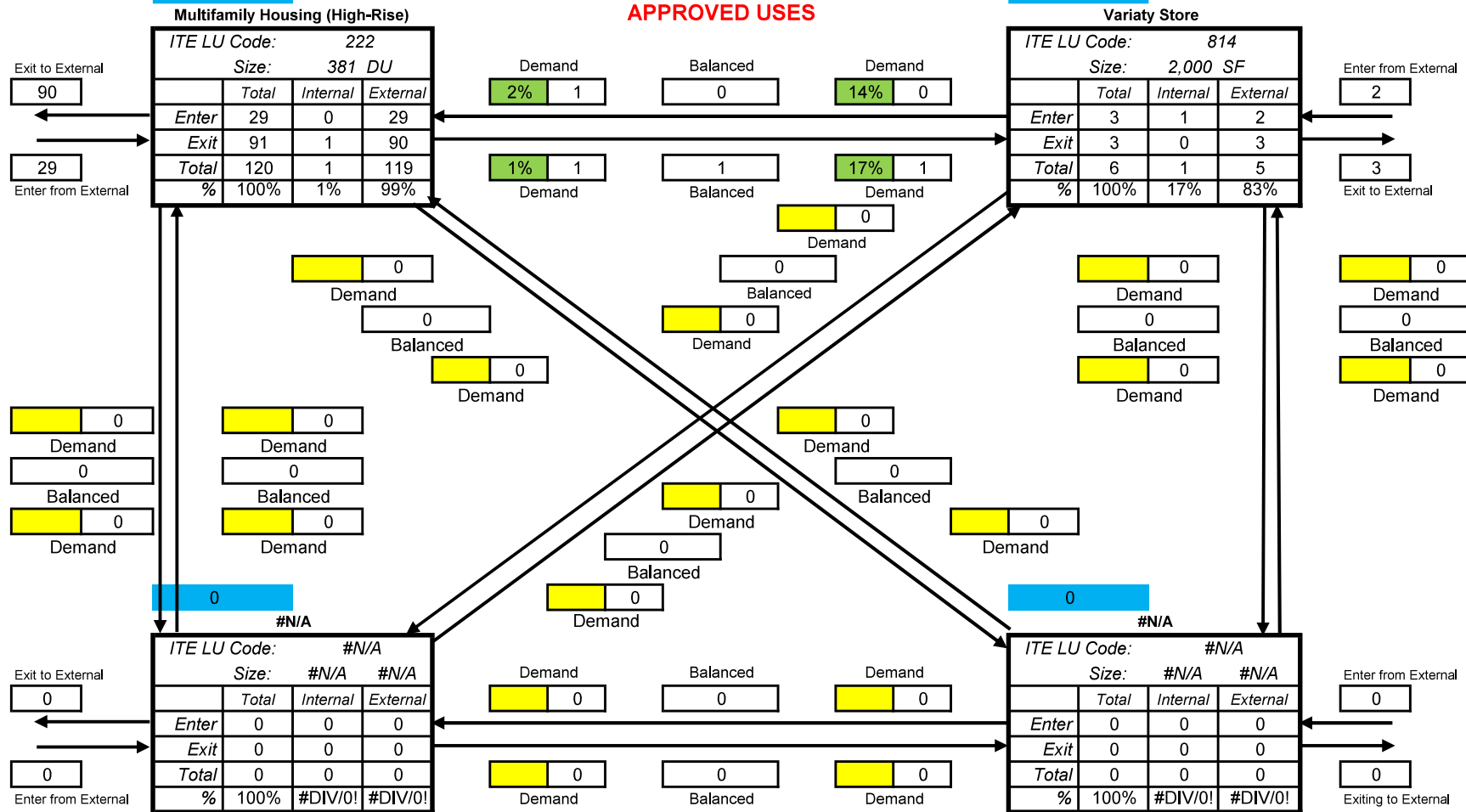
AFTERNOON PEAK HOUR

Land Use	ITE Code	Size	Trip Generation Rate	In	Out	Total Trips			Internal Trips				External Trips			Pass-by		Net New Trips		
						In	Out	Total	In	Out	Total	%	In	Out	Total	Trips	%	In	Out	Total
<u>Approved Uses</u> Multifamily Housing (High-Rise) Variety Store	222 814	381 DU 2,000 SF	T = 0.34 (X) + 8.56 T = 6.84 (X)	61% 52%	39% 48%	84 7	54 7	138 14	2 1	1 2	3 3	2.2% 21.4%	82 6	53 5	135 11	0 4	0% 34%	82 4	53 3	135 7
Total						91	61	152	3	3	6		88	58	146	4		86	56	142
<u>Proposed Uses</u> Multifamily Housing (High-Rise)	222	385 DU	T = 0.34 (X) + 8.56	61%	39%	85	54	139				0.0%	85	54	139	0	0%	85	54	139
Difference (Proposed less Approved)						6	7	13					-3	-1	-4	-4		-3	-1	-4

Analyst MP
Data 7/2/2019

MULTI-USE DEVELOPMENT TRIP GENERATION AND INTERNAL CAPTURE SUMMARY **APPROVED USES**

Name of Dvlpt 601 DANIA BEACH
Time Period AM Peak Hour



Net External Trips for Multi-Use Development					
	ultifamily Housing (High-Ris	Variaty Store	#N/A	#N/A	TOTAL
Enter	29	2	0	0	31
Exit	90	3	0	0	93
Total	119	5	0	0	124
Single-Use Trip Gen.Est	120	6	0	0	126

Source: Kaku Associates, Inc.

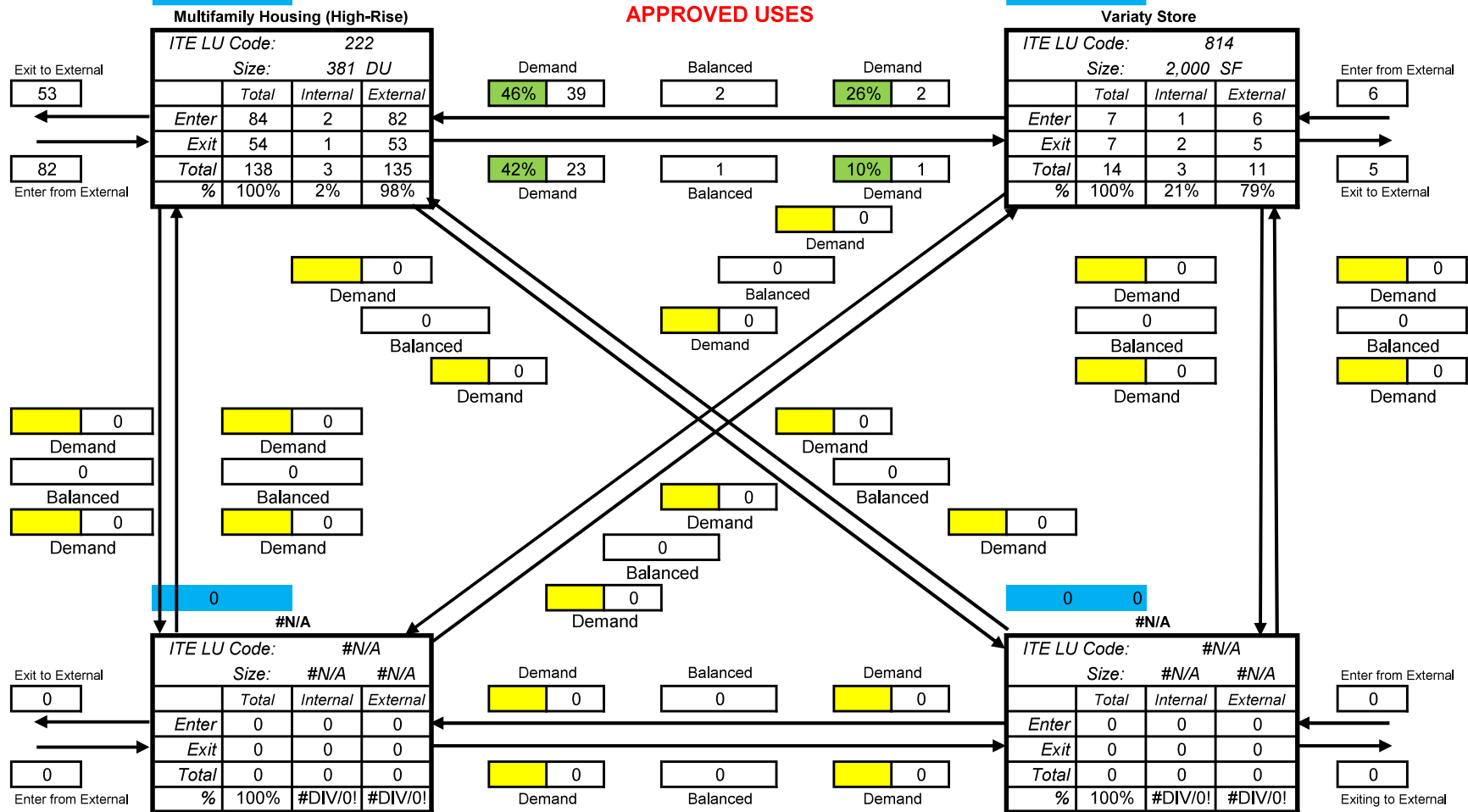
INTERNAL CAPTURE
2%

Net Internal Trips for Multi-Use Development			
	In	Out	TOTAL
1 Multifamily Housing (High-Ris	0	1	1
2 Variaty Store	1	0	1
3 #N/A	0	0	0
4 #N/A	0	0	0
Total	1	1	2

Analyst MP
Data 7/2/2019

MULTI-USE DEVELOPMENT TRIP GENERATION AND INTERNAL CAPTURE SUMMARY **APPROVED USES**

Name of Dvlpt 601 DANIA BEACH
Time Period PM Peak Hour



Net External Trips for Multi-Use Development					
	ultifamily Housing (High-Ris	Variaty Store	#N/A	#N/A	TOTAL
Enter	82	6	0	0	88
Exit	53	5	0	0	58
Total	135	11	0	0	146
Single-Use Trip Gen.Est	138	14	0	0	152
					INTERNAL CAPTURE 4%

Source: Kaku Associates, Inc.

Net Internal Trips for Multi-Use Development			
	In	Out	TOTAL
1 Multifamily Housing (High-Ris	2	1	3
2 Variaty Store	1	2	3
3 #N/A	0	0	0
4 #N/A	0	0	0
Total	3	3	6

Variety Store (814)

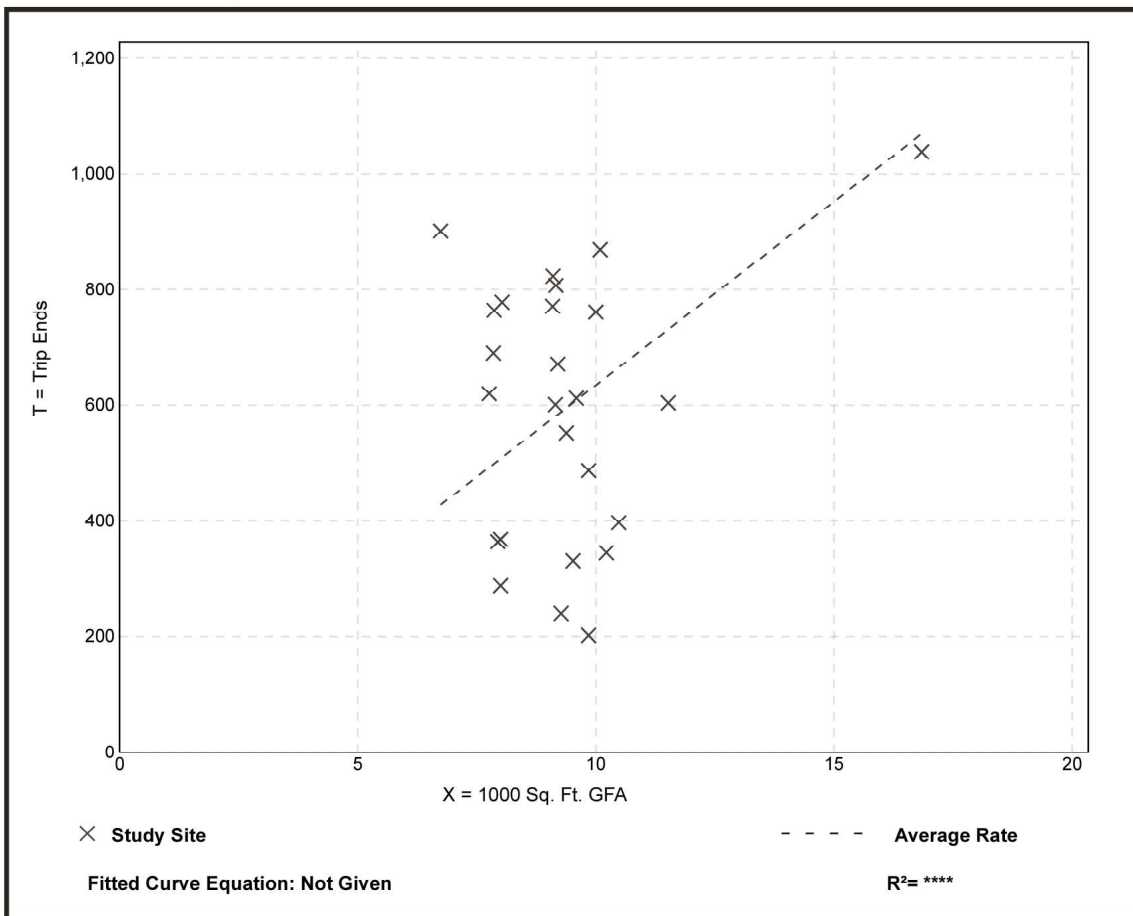
Vehicle Trip Ends vs: 1000 Sq. Ft. GFA
On a: Weekday

Setting/Location: General Urban/Suburban
Number of Studies: 25
1000 Sq. Ft. GFA: 9
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
63.47	20.51 - 133.68	25.93

Data Plot and Equation



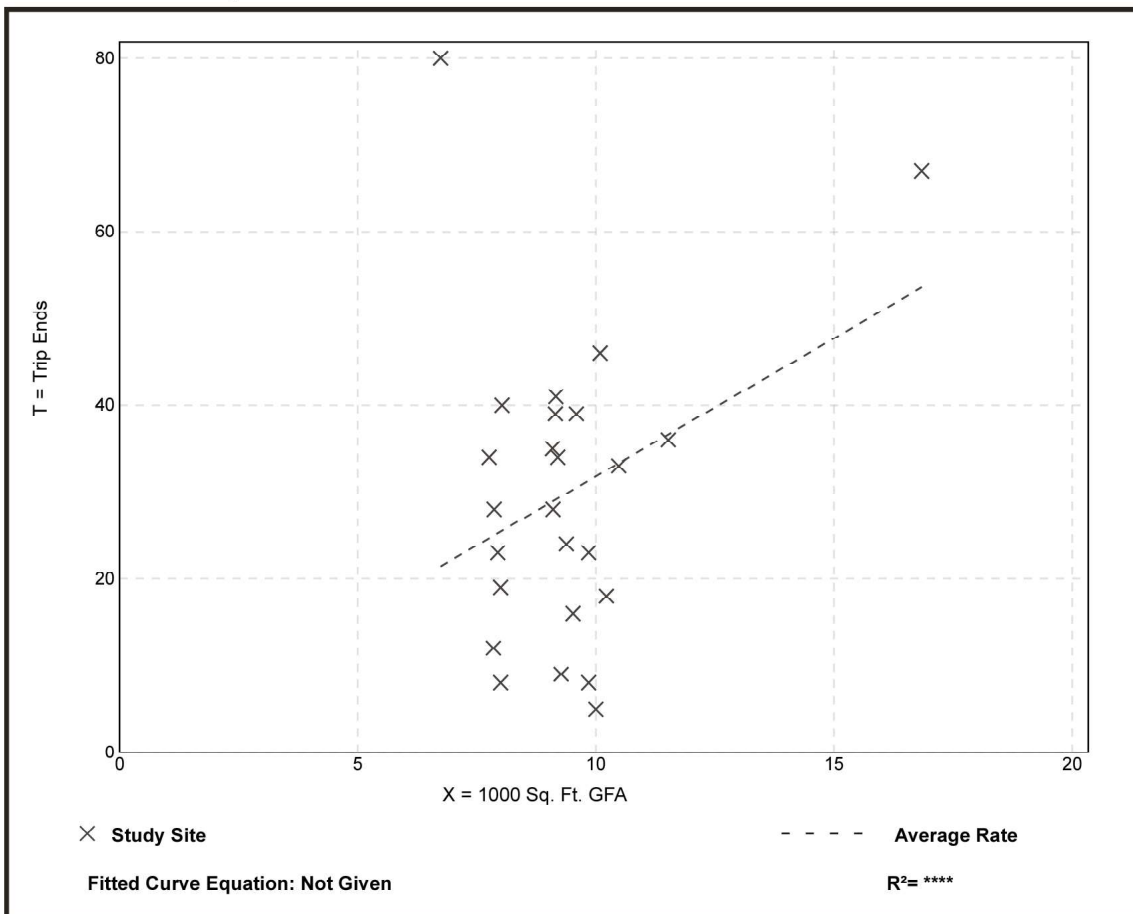
Variety Store (814)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA
 On a: Weekday,
 Peak Hour of Adjacent Street Traffic,
 One Hour Between 7 and 9 a.m.
 Setting/Location: General Urban/Suburban
 Number of Studies: 25
 1000 Sq. Ft. GFA: 9
 Directional Distribution: 57% entering, 43% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
3.18	0.50 - 11.87	2.01

Data Plot and Equation



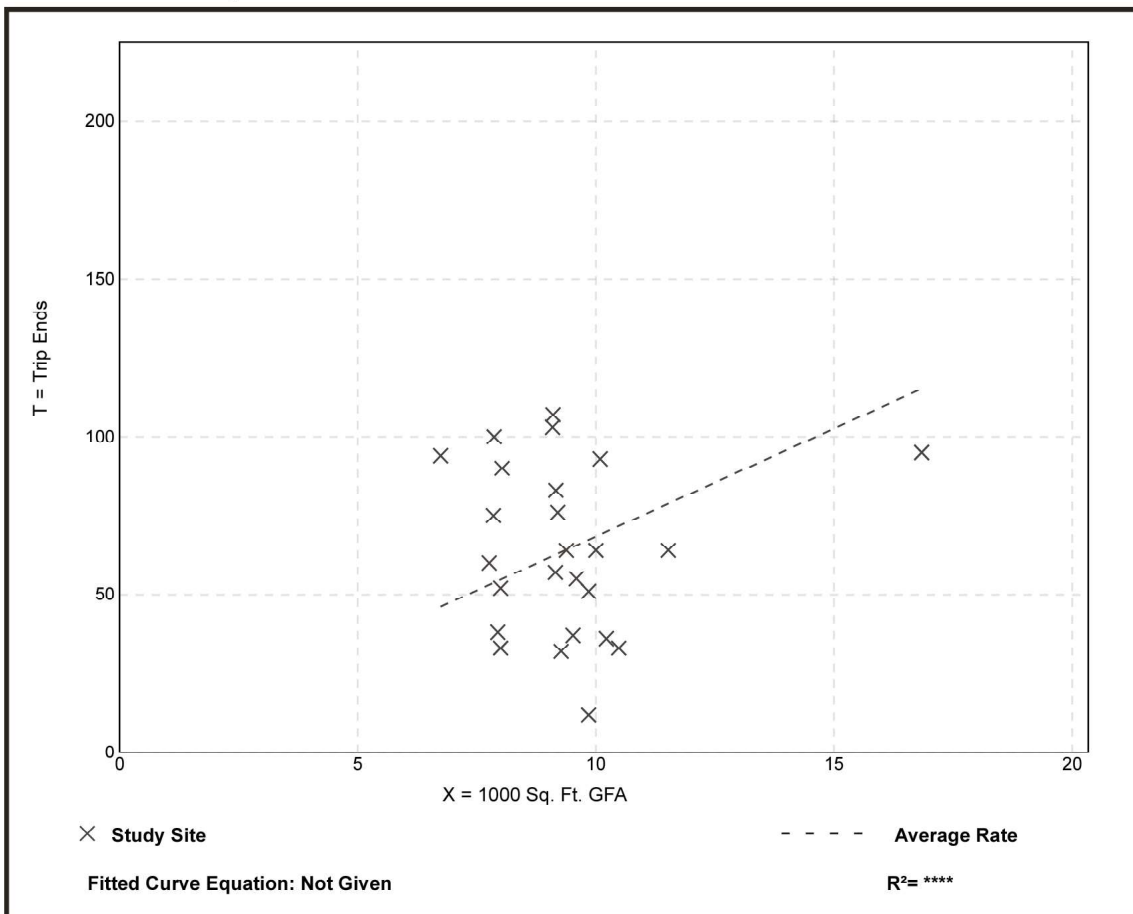
Variety Store (814)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA
 On a: Weekday,
 Peak Hour of Adjacent Street Traffic,
 One Hour Between 4 and 6 p.m.
 Setting/Location: General Urban/Suburban
 Number of Studies: 25
 1000 Sq. Ft. GFA: 9
 Directional Distribution: 52% entering, 48% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
6.84	1.22 - 13.95	3.19

Data Plot and Equation



**Table E.5 Pass-By and Non-Pass-By Trips Weekday, PM Peak Period
Land Use Code 814—Variety Store**

SIZE (1,000 SQ. FT. GFA)	LOCATION	WEEKDAY SURVEY DATE	NO. OF INTERVIEWS	TIME PERIOD	PASS-BY TRIP (%)	NON-PASS-BY TRIP (%)			ADJ. STREET PEAK HOUR VOLUME	SOURCE
						PRIMARY	DIVERTED	TOTAL		
8	Tallahassee, FL	May 2010	145	3:00–7:00 p.m.	30	—	—	70	610	731
10	Jacksonville, FL	May 2010	127	3:00–7:00 p.m.	34	—	—	66	1,284	731
10	Tampa, FL	May 2010	247	3:00–7:00 p.m.	40	—	—	60	3,185	731
17	Tampa, FL	May 2010	50	3:00–7:00 p.m.	22	—	—	78	1,380	731
10	Daytona Beach, FL	May 2010	154	3:00–7:00 p.m.	44	—	—	56	1,573	731

Average Pass-By Trip Percentage: 34

“—” means no data were provided

**Table E.6 Pass-By and Non-Pass-By Trips Weekday, PM Peak Period
Land Use Code 815—Free-Standing Discount Store**

SIZE (1,000 SQ. FT. GFA)	LOCATION	WEEKDAY SURVEY DATE	NO. OF INTERVIEWS	TIME PERIOD	PASS-BY TRIP (%)	NON-PASS-BY TRIP (%)			ADJ. STREET PEAK HOUR VOLUME	SOURCE
						PRIMARY	DIVERTED	TOTAL		
116	Auburn, NY	Nov. 1994	80	4:00–6:00 p.m.	29	34	37	71	1,490	Bergmann Associates
116	Fredonia, NY	Nov. 1994	80	4:00–6:00 p.m.	24	46	30	76	1,620	Bergmann Associates
122	Marlton, NJ	Nov. 1994	73	4:15–5:15 p.m.	22	51	27	78	1,360	Raymond Keyes Assoc.
127	Marlton, NJ	Nov. 1994	23	4:00–5:00 p.m.	39	22	39	61	1,410	Raymond Keyes Assoc.
127	Toms River, NJ	Nov. 1994	137	4:00–5:00 p.m.	13	46	41	87	1,430	Raymond Keyes Assoc.
128	Toms River, NJ	Nov. 1994	89	4:00–5:00 p.m.	7	60	33	93	1,290	Raymond Keyes Assoc.
128	Brick, NJ	Nov. 1994	48	4:15–5:15 p.m.	8	42	50	92	2,560	Raymond Keyes Assoc.
128	Brick, NJ	Nov. 1994	56	4:00–5:00 p.m.	14	47	39	86	2,550	Raymond Keyes Assoc.
126	Berlin, NJ	Feb. 1994	45	4:30–5:30 p.m.	7	75	18	93	1,230	Raymond Keyes Assoc.
126	Berlin, NJ	Feb. 1994	95	4:00–5:00 p.m.	1	61	38	99	1,430	Raymond Keyes Assoc.
133	Mays Landing, NJ	Feb. 1994	22	4:00–5:00 p.m.	0	82	0	81	3,640	Raymond Keyes Assoc.
133	Mays Landing, NJ	Feb. 1994	40	4:00–5:00 p.m.	3	55	42	97	3,700	Raymond Keyes Assoc.
127	Toms River, NJ	Sept. 1994	58	4:00–5:00 p.m.	14	65	21	86	1,380	Raymond Keyes Assoc.
127	Toms River, NJ	Sept. 1994	83	4:15–5:15 p.m.	13	58	29	87	1,390	Raymond Keyes Assoc.
128	Brick, NJ	Sept. 1994	117	4:30–5:30 p.m.	27	47	26	73	2,640	Raymond Keyes Assoc.
128	Brick, NJ	Sept. 1994	96	4:00–5:00 p.m.	30	49	21	70	2,640	Raymond Keyes Assoc.
127	Berlin, NJ	Sept. 1994	35	4:00–5:00 p.m.	9	71	20	91	1,240	Raymond Keyes Assoc.
88	Omaha, NE	—	—	4:00–6:00 p.m.	23	26	51	77	—	University of Nebraska—Lincoln
100	Omaha, NE	—	—	4:00–6:00 p.m.	22	32	46	78	—	University of Nebraska—Lincoln
100	Omaha, NE	—	—	4:00–6:00 p.m.	29	22	49	71	—	University of Nebraska—Lincoln
88	Omaha, NE	—	—	4:00–6:00 p.m.	19	33	48	81	—	University of Nebraska—Lincoln
66	Omaha, NE	—	—	4:00–6:00 p.m.	19	21	60	81	—	University of Nebraska—Lincoln

Average Pass-By Trip Percentage: 17

“—” means no data were provided

Multifamily Housing (High-Rise) (222)

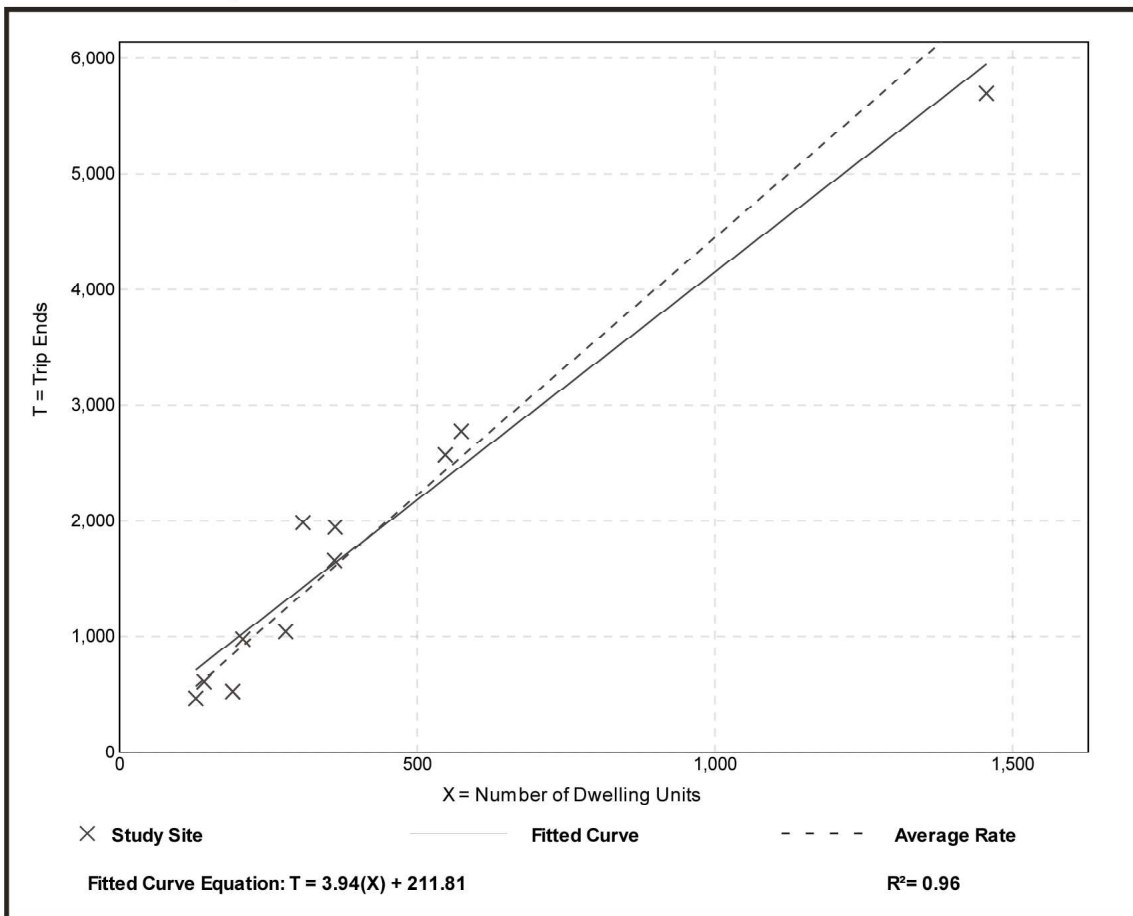
Vehicle Trip Ends vs: Dwelling Units
On a: Weekday

Setting/Location: General Urban/Suburban
Number of Studies: 11
Avg. Num. of Dwelling Units: 414
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
4.45	2.77 - 6.45	0.83

Data Plot and Equation



Multifamily Housing (High-Rise) (222)

Vehicle Trip Ends vs: Dwelling Units

On a: Weekday,

Peak Hour of Adjacent Street Traffic,

One Hour Between 7 and 9 a.m.

Setting/Location: General Urban/Suburban

Number of Studies: 25

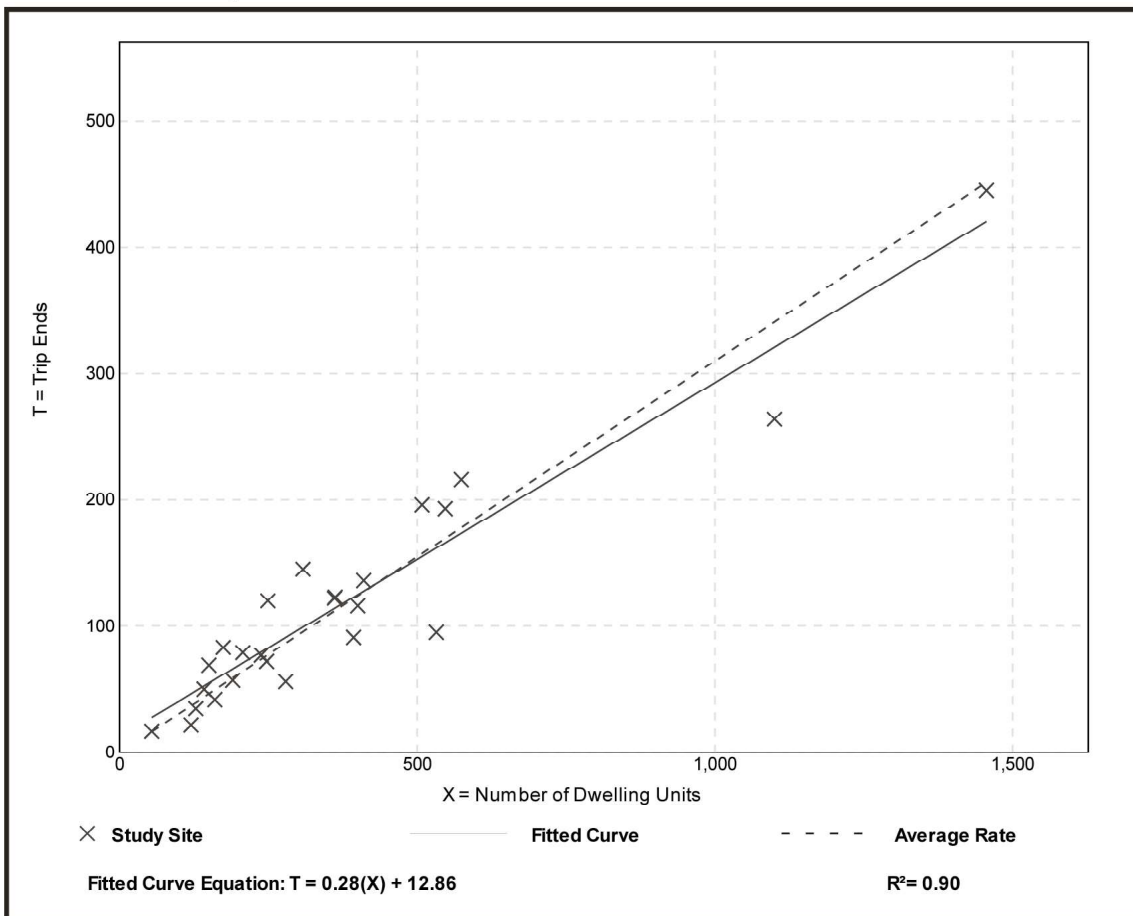
Avg. Num. of Dwelling Units: 372

Directional Distribution: 24% entering, 76% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.31	0.18 - 0.48	0.08

Data Plot and Equation



Multifamily Housing (High-Rise) (222)

Vehicle Trip Ends vs: Dwelling Units

On a: Weekday,

Peak Hour of Adjacent Street Traffic,

One Hour Between 4 and 6 p.m.

Setting/Location: General Urban/Suburban

Number of Studies: 25

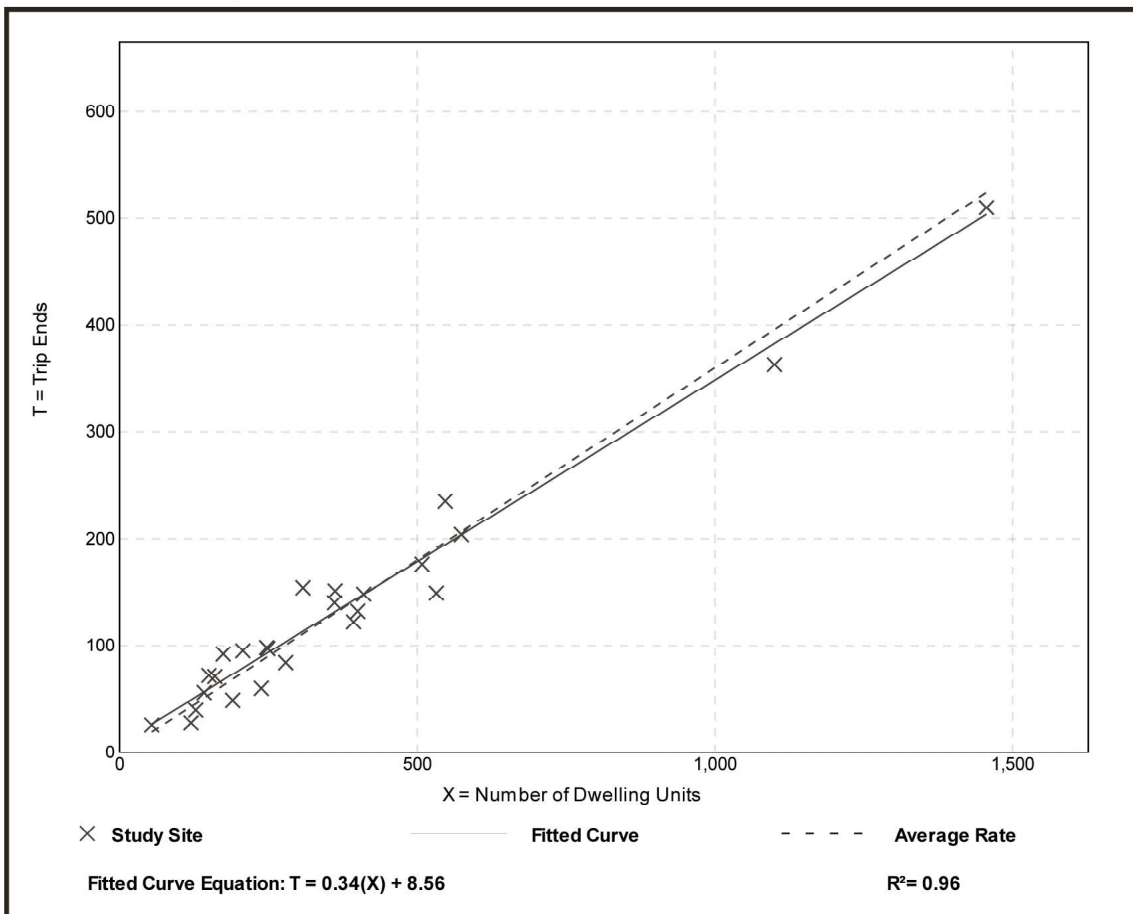
Avg. Num. of Dwelling Units: 372

Directional Distribution: 61% entering, 39% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.36	0.23 - 0.53	0.06

Data Plot and Equation



**Table 6.1 Unconstrained Internal Person Trip Capture Rates
for Trip Origins within a Mixed-Use Development**

		WEEKDAY	
		AM Peak Hour	PM Peak Hour
From OFFICE	To Retail	28%	20%
	To Restaurant	63%	4%
	To Cinema/Entertainment	0%	0%
	To Residential	1%	2%
	To Hotel	0%	0%
From RETAIL	To Office	29%	2%
	To Restaurant	13%	29%
	To Cinema/Entertainment	0%	4%
	To Residential	14%	26%
	To Hotel	0%	5%
From RESTAURANT	To Office	31%	3%
	To Retail	14%	41%
	To Cinema/Entertainment	0%	8%
	To Residential	4%	18%
	To Hotel	3%	7%
From CINEMA/ENTERTAINMENT	To Office	0%	2%
	To Retail	0%	21%
	To Restaurant	0%	31%
	To Residential	0%	8%
	To Hotel	0%	2%
From RESIDENTIAL	To Office	2%	4%
	To Retail	1%	42%
	To Restaurant	20%	21%
	To Cinema/Entertainment	0%	0%
	To Hotel	0%	3%
From HOTEL	To Office	75%	0%
	To Retail	14%	16%
	To Restaurant	9%	68%
	To Cinema/Entertainment	0%	0%
	To Residential	0%	2%

Source: Bochner, B., K. Hooper, B. Sperry, and R. Dunphy. NCHRP Report 684: *Enhancing Internal Trip Capture Estimation for Mixed-Use Developments*. Washington, DC: Transportation Research Board, Tables 99 and 100, 2011.

**Table 6.2 Unconstrained Internal Person Trip Capture Rates
for Trip Destinations within a Mixed-Use Development**

		Weekday	
		AM Peak Hour	PM Peak Hour
To OFFICE	From Retail	4%	31%
	From Restaurant	14%	30%
	From Cinema/Entertainment	0%	6%
	From Residential	3%	57%
	From Hotel	3%	0%
To RETAIL	From Office	32%	8%
	From Restaurant	8%	50%
	From Cinema/Entertainment	0%	4%
	From Residential	17%	10%
	From Hotel	4%	2%
To RESTAURANT	From Office	23%	2%
	From Retail	50%	29%
	From Cinema/Entertainment	0%	3%
	From Residential	20%	14%
	From Hotel	6%	5%
To CINEMA/ENTERTAINMENT	From Office	0%	1%
	From Retail	0%	26%
	From Restaurant	0%	32%
	From Residential	0%	0%
	From Hotel	0%	0%
To RESIDENTIAL	From Office	0%	4%
	From Retail	2%	46%
	From Restaurant	5%	16%
	From Cinema/Entertainment	0%	4%
	From Hotel	0%	0%
To HOTEL	From Office	0%	0%
	From Retail	0%	17%
	From Restaurant	4%	71%
	From Cinema/Entertainment	0%	1%
	From Residential	0%	12%

Source: Bochner, B., K. Hooper, B. Sperry, and R. Dunphy. NCHRP Report 684: *Enhancing Internal Trip Capture Estimation for Mixed-Use Developments*. Washington, DC: Transportation Research Board, Tables 101 and 102, 2011.



City of Dania Beach, Florida
Department of Community Development
Planning and Zoning Division
(954) 924-6805 X3643
(954) 922-2687 Fax

Standard Development Application

RECEIVED

SEP 13 2021

- ☐ Administrative Variance
- ☐ Land Use Amendment
- ☐ Plat
- ☐ Rezoning
- ☒ Site Plan
- ☐ Special Exception
- ☐ Variance
- ☐ Other: _____

Date Rec'd: _____

Petition No.: SP-052-16 MOD 2

(SEE APPLICATION TYPE SCHEDULE ON PAGES 3 & 4)

THIS APPLICATION WILL NOT BE ACCEPTED UNTIL IT IS COMPLETE AND SUBMITTED WITH ALL NECESSARY DOCUMENTS. Refer to the application type at the top of this form and "Required Documentation" checklist to determine the supplemental documents required with each application.

For after the fact applications, the responsible contractor of record shall be present at the board hearing. Their failure to attend may impact upon the disposition of your application. As always, the applicant or their authorized legal agent must be present at all meetings. All projects must also obtain a building permit from the City Building Division. For more information please reference the **Dania Beach Land Development Code Part 6, Development Review Procedures and Requirements.**

Location Address: 601 East Dania Beach Blvd.

Lot(s): _____ Block: _____ Subdivision: _____

Recorded Plat Name: CALM

Folio Number(s): 5042-35-25-0010 Legal Description: See Legal Description

Applicant/Consultant/Legal Representative (circle one) J. Milton & Associates

Address of Applicant: 32N Ponce de Leon Blvd. Suite 301, Coral Gables 33134

Business Telephone: (305) 460-6300 Home: _____ Fax: _____

E-mail address: ghuxman@j-milton.com

Name of Property Owner: Dania Beach Rentals, LLC

Address of Property Owner: 32N Ponce De Leon Blvd, Suite 301 Coral Gables, FL 33134

Business Telephone: (305) 460-6300 Home: _____ Fax: _____

Explanation of Request: Site Plan Revision

For **Plats** please provide proposed **Plat Name** for **Variances** please attach **Criteria Statement** as per **Section 625.40 of the Land Development Code.**

Prop. Net Acreage: 3.6753 Gross Acreage: _____ Prop. Square Footage: 160,095

Existing Use: Apartment Proposed Use: Apartment use

Is property owned individually, by a corporation, association, or a joint venture? Corporation

AUTHORIZED REPRESENTATIVE

I/we are fully aware of the request being made to the City of Dania Beach. If I/We are unable to be present, I/we hereby authorize J. Milton and Associates (individual/firm) to represent me/us in all matters related to this application. I/we hereby acknowledge that the applicable fee was established to offset administrative costs and is not refundable.

I/we are fully aware that all approvals automatically expire within 12 months of City of Dania Beach Planning and Zoning Board or City Commission approval, or pursuant to the expiration timeframe listed in Part 6 of the Dania Beach Land Development Code.

STATE OF FLORIDA
COUNTY OF BROWARD
The foregoing instrument
Was acknowledged

By: [Signature]
(Owner / Agent signature*)

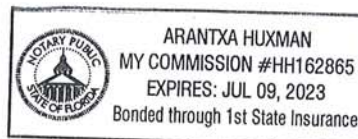
BEFORE ME THIS 13th DAY OF September, 2021

By:

Joseph Milton
(Print name of person acknowledging)

(Joint owner signature if applicable)

Notary [Signature]
(Signature of Notary Public – State of Florida)



Personally known ☒ or Produced Identification _____

Type of identification produced: _____ or Drivers License _____

***If joint ownership, both parties must sign. If partnership, corporation or association, an authorized officer must sign on behalf of the group. A notarized letter of authorization from the owner of record must accompany the application if an authorized agent signs for the owner(s).**

NO APPLICATION WILL BE AUTOMATICALLY SCHEDULED FOR A MEETING.

***ALL APPLICATIONS MUST BE DETERMINED COMPLETE BY STAFF
BEFORE PROCESSING OCCURS.***

LEGAL DESCRIPTION:

Parcel "A", of "CALM", according to the plat thereof as recorded in Plat Book 183 at Pages 168 and 169 of the Public Records of Broward County, Florida.

Is property owned individually, by a corporation, association, or a joint venture? Corporation

AUTHORIZED REPRESENTATIVE

I/we are fully aware of the request being made to the City of Dania Beach. If I/We are unable to be present, I/we hereby authorize J. Milton and Associates (individual/firm) to represent me/us in all matters related to this application. I/we hereby acknowledge that the applicable fee was established to offset administrative costs and is not refundable.

I/we are fully aware that all approvals automatically expire within 12 months of City of Dania Beach Planning and Zoning Board or City Commission approval, or pursuant to the expiration timeframe listed in Part 6 of the Dania Beach Land Development Code.

STATE OF FLORIDA
COUNTY OF BROWARD
The foregoing instrument
Was acknowledged

By: [Signature]
(Owner / Agent signature*)

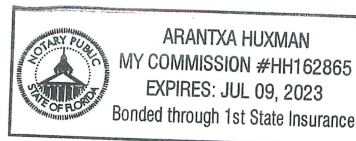
BEFORE ME THIS 13th DAY OF September, 20 21

By:

Joseph Milton
(Print name of person acknowledging)

(Joint owner signature if applicable)

Notary [Signature]
(Signature of Notary Public – State of Florida)



Personally known ✓ or Produced Identification _____

Type of identification produced: _____ or Drivers License _____

***If joint ownership, both parties must sign. If partnership, corporation or association, an authorized officer must sign on behalf of the group. A notarized letter of authorization from the owner of record must accompany the application if an authorized agent signs for the owner(s).**

NO APPLICATION WILL BE AUTOMATICALLY SCHEDULED FOR A MEETING.

***ALL APPLICATIONS MUST BE DETERMINED COMPLETE BY STAFF
BEFORE PROCESSING OCCURS.***



CITY OF DANIA BEACH
COMMUNITY DEVELOPMENT
Payment Receipt

No: 001235

Date: 9/13/21

RECEIVED FROM:

Name: Dania Beach Rentals, LLC

Address: 3211 Ponce de Leon BLVD

Address 2: Suite 301

City/St/ZIP: Coral Gables FL 33134

Service or Item	Quantity	Amount
CR - 001-220-00-00 Cost Recovery	1	\$5000.00
FPR - Fire Plan Review Fee	1	\$200.00
PSP - Public Hearing Items Application fee	1	\$1500.00

TOTAL DUE: \$6700.00

Prepared by: Ibel Larios

Additional Information

PH/DRC
ADDRESS: 601 East Dania Beach Blvd
FILE: SP-52-16MOD2
SITE PLAN MODIFICATION
SEA VIEW #1

CHECK #: 541

APPROVED

By Corinne Lajoie at 10:49 am, Sep 14, 2021

Dania Beach Rentals, LLC

CITYDANIA City of Dania Beach

DATE	INVOICE NO	DESCRIPTION	INVOICE AMOUNT	DEDUCTION	BALANCE
9-09-21	9-9-2021	Site Plan Approval	6700.00		6700.00
CHECK DATE	9-09-21	CHECK NUMBER	541	TOTAL >	6700.00
					6700.00

PLEASE DETACH AND RETAIN FOR YOUR RECORDS

Dania Beach Rentals, LLC

1211 Ponce de Leon Blvd
Suite 301
Coral Gables FL 33134
305-460-6300

Wells Fargo Bank, N.A.
433 NW 42nd Avenue
Miami, FL 33126

TAC (TM) 2021 2A1D81F8-1495ECDF1C-1A 9/9/2021 18:20:52 541 6700.00

11-24/1210

541

DATE 09/09/2021

Pay:*****Six thousand seven hundred dollars and no cents

\$ ****6,700.00

City of Dania Beach
100 W Dania Beach Blvd
Dania Beach, FL 33004



⑈00000054⑈ ⑈121000248⑈4418065058⑈

PAYMENT DATE

09/14/2021

COLLECTION STATION

City Hall Window 2

RECEIVED FROM

DANIA BEACH RENTALS

LLC

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

BATCH NO.

2021-12000853

RECEIPT NO.

2021-00042666

CASHIER

fincashier2

ENTRY DATE

09/14/2021 04:00:59 PM

DESCRIPTION

3211 PONCE DE LEON BLVD SUITE 301 CORAL GABLES, FL 33134

PAYMENT CODE	RECEIPT DESCRIPTION		TRANSACTION AMOUNT
CR	Cost Recovery Misc PH/DRC ADDRESS: 601 EAST DANIA BEACH BLVD FILE SP-52-16MOD2 SITE PLAN MODIFICATION SEA VIEW#1		\$5,000.00
FPR	Fire Plan Review Fee		\$200.00
PSP	Appl Review - Standard		\$1,500.00
Payments:	Type	Detail	Amount
	Check	541	\$6,700.00
Total Amount:			\$6,700.00

Customer Copy

Customer Copy

LEGAL DESCRIPTION:

Parcel "A", of "CALM", according to the plat thereof as recorded in Plat Book 183 at Pages 168 and 169 of the Public Records of Broward County, Florida.

Carrie, Anne-Christine

From: Jelaso, Megan
Sent: Thursday, September 30, 2021 8:38 AM
To: Greg Huxman
Subject: FW: City of Dania Beach - Lien Search

Good Morning,

Please find the below results for the address: 601 E Dania Beach Blvd (folio – 5042-35-25-0010).

- Water – N/A Vacant Commercial
- Code Violation – 2019-1223. Contact Code Dept. for more information – 954-924-6810
- Open Building permits may exist on this property. Contact Building & Zoning 954-924-6800 Ext 3633
- Other Amounts – None
- Property As Reference is clear of liens placed by the City of Dania Beach – Yes

Have a Great Day



Megan Jelaso
Revenue Coordinator III | City of Dania Beach
mjelaso@daniabeachfl.gov | daniabeachfl.gov
100 W Dania Beach Blvd. | Dania Beach, FL 33004
Phone: 954-924-6800 ext. 3672 | **Fax:** 954-922-5619

Please note: Florida has a very broad public records law. Most written communications to or from City Officials regarding City business are public records available to the public and media upon request. Your e-mail communications may therefore be subject to public disclosure.

Order ID: 7068825

* Agency Commission not included

GROSS PRICE * : \$302.80**PACKAGE NAME: SSC Notice of Public Meeting****Product(s):** Sun Sentinel, Affidavit, Floridapublicnotices.com**AdSize(s):** 2 Column**Run Date(s):** Monday, October 25, 2021**Zone:** Full Run**Color Spec.** B/W**Preview**

**NOTICE OF PUBLIC HEARING
CITY OF DANIA BEACH, FLORIDA**

A Public Hearing will be conducted by the City of Dania Beach City Commission on the following date to consider the following application:

DATE: Tuesday, November 9, 2021**TIME:** 7:00 p.m. or as soon thereafter as the same may be heard**PLACE:** Please call a week ahead at 954-924-6805 Ext.3792 to confirm meeting location:**IF VIRTUAL:** Please visit www.daniabeachfl.gov/virtualmeetings for detailed instructions and the specific requirements for participating in the City's virtual quasi-judicial land use meetings.**IF IN PERSON:** City Commission Chambers
Dania Beach City Hall
100 West Dania Beach Blvd.
Dania Beach, FL 33004**SUBJECT:** SP-052-16MOD2: The applicant, J. Milton & Associates, LLC., on behalf of the property owner Dania Beach Rentals, LLC., is requesting a site plan modification for the property located at 601 East Dania Beach Boulevard.

The following is the proposed Resolution of the matter:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE SITE PLAN MODIFICATION (SP-052-16MOD2), SUBMITTED BY DANIA BEACH RENTALS, LLC, FOR PROPERTY LOCATED AT 601 EAST DANIA BEACH BOULEVARD IN THE CITY OF DANIA BEACH, FLORIDA, AS LEGALLY DESCRIBED IN EXHIBIT "A", A COPY OF WHICH IS ATTACHED TO THIS RESOLUTION; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

Copies of the proposed requests or applicable information are available on line. For more information, please call the Planning Division at (954) 924-6805 Ext. 3704 and staff will direct you to the on-line project information.

Please be advised that if a person decides to appeal any decision made by Local Planning Agency, the Planning and Zoning Board or the City Commission with respect to any matter considered at this hearing, such person will need a verbatim record of the proceedings and for this purpose such person 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. The City does not provide or prepare such record pursuant to F.S. 286.0105.

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 West Dania Beach Boulevard, Dania Beach, Florida 33004, (954) 924-6800 Ext. 3624, at least 48 hours prior to the meeting.

Application Information

Order ID: 7068825

* Agency Commission not included

GROSS PRICE * : \$302.80**PACKAGE NAME: SSC Notice of Public Meeting****Application Information**

Application Site: 601 East Dania Beach Boulevard

Project: Site Plan Modification

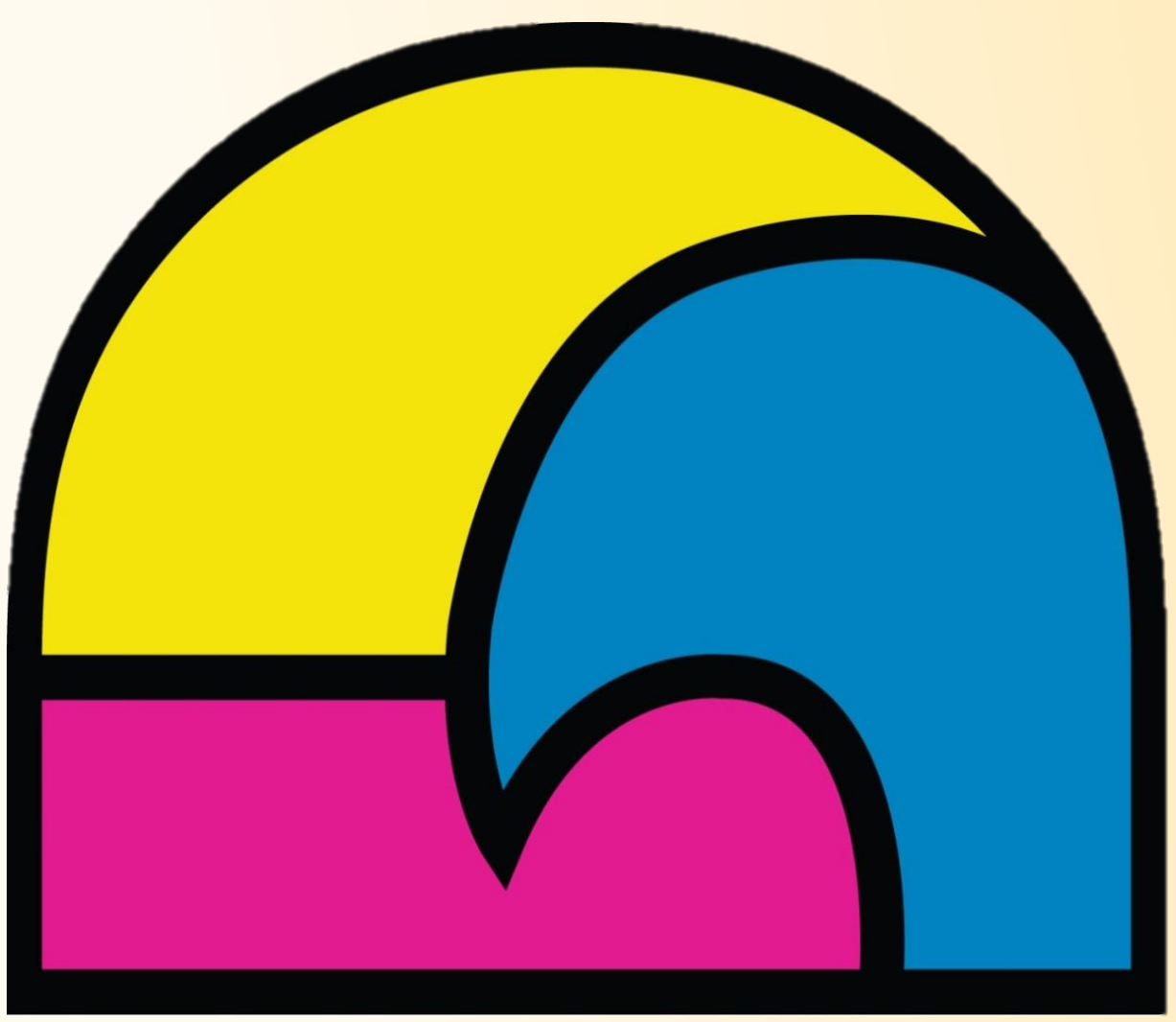
Request: To request site plan modification approval to eliminate retail area at ground level and replace with four (4) dwelling units.

Applicant: J. Milton & Associates, LLC on behalf of the property owner Dania Beach Rentals, LLC.

Hearing Date & Time: November 9, 2021 at 7:00 PM

Hearing Location: Please call a week ahead at 954-924-6805 Ext. 3792 to confirm meeting location:

If Virtual: Please visit www.daniabeachfl.gov/virtualmeetings for detailed instructions and the specific requirements for participating in the City's virtual quasi-judicial land use meetings.If in person: City Commission Chambers, Dania Beach City Hall, 100 West Dania Beach Blvd
Contact Information: Anne-Christine Carrie, Senior Planner, (954) 924-6805 Ext. 3654
10/25/2021 7068825



City of Dania Beach PUBLIC HEARING NOTICE TUESDAY, NOVEMBER 9, 2021

THIS PROPERTY IS THE SUBJECT OF UPCOMING PUBLIC HEARINGS

PLACE | Please call a week ahead at 954-924-6805 Ext. 3792

to confirm meeting location:

IF VIRTUAL | Please visit www.daniabeachfl.gov/virtualmeetings

for detailed instructions and the specific requirements

for participating in the City's virtual quasi-judicial land meetings

IF IN PERSON | City Commission Chambers

Dania Beach City Hall

100 West Dania Beach Blvd.

Dania Beach, FL 33004

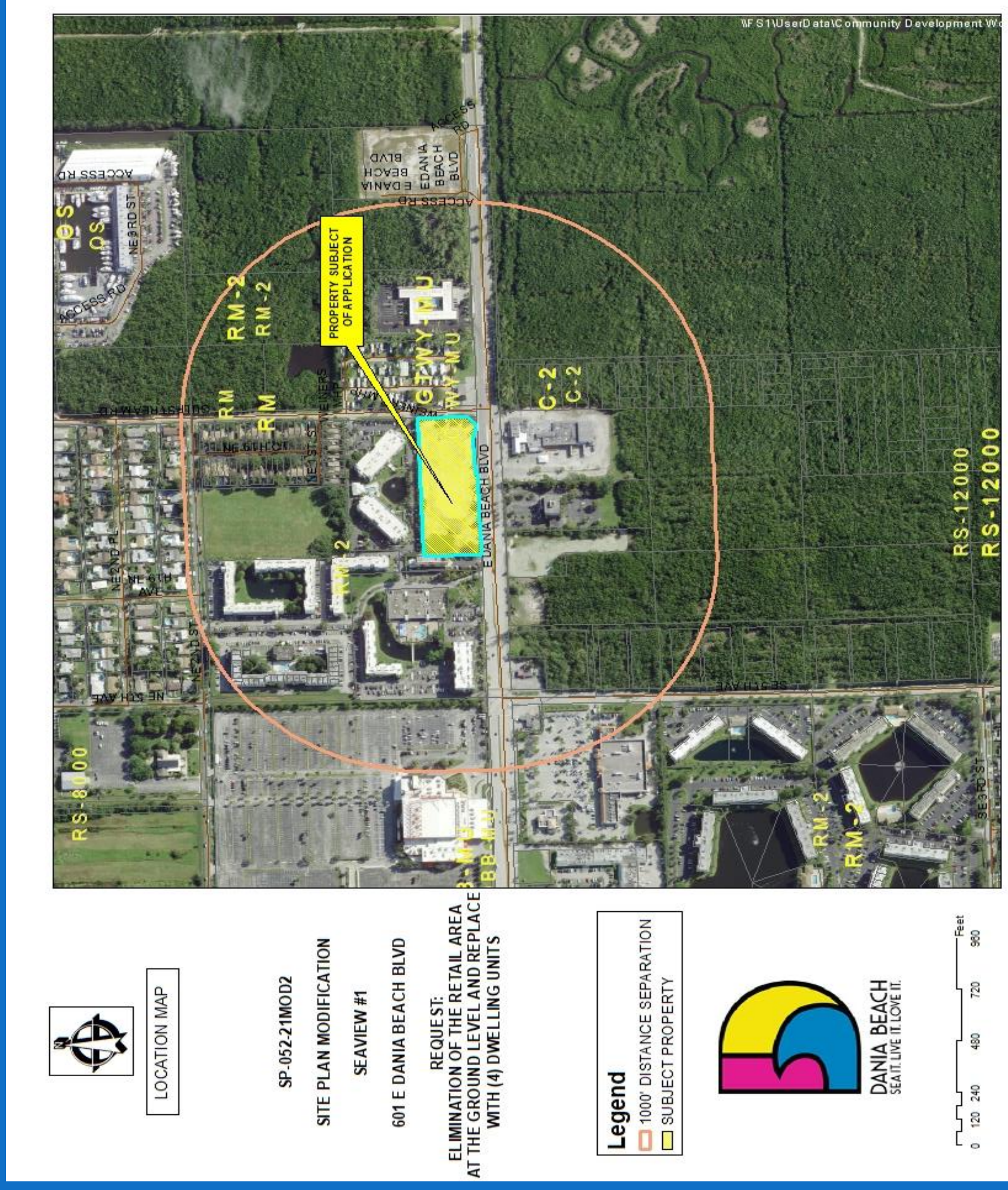
TIME | 7:00 PM

PROJECT | Seaview #1

LOCATION | 601 East Dania Beach Boulevard

REQUESTS | To request approval for a site plan modification for the elimination of retail area
at ground level to replace with four (4) dwelling units.

FILE # | SP-052-16MOD2



For more information, please visit our website <http://daniabeachfl.gov/Public-Hearings> or call (954) 924-6800 x 3643.

This Sign is the property of the City of Dania Beach. In accordance with Section 610-30 of the Land Development Code, it shall be unlawful for any person to injure, cut, break or destroy in any manner any building or other thing belonging to or under the control of the City. Persons marring or removing the Notice may be subject to fine and/or imprisonment.



**NOTICE OF PUBLIC HEARING
CITY OF DANIA BEACH, FLORIDA**

A Public Hearing will be conducted by the City of Dania Beach City Commission on the following date to consider the following application:

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TIME: 7:00 p.m. or as soon thereafter as the same may be heard
PLACE: Please call a week ahead at 954-924-6805 Ext.3792 to confirm meeting location:
IF VIRTUAL: Please visit www.daniabeachfl.gov/virtualmeetings for detailed instructions and the specific requirements for participating in the City's virtual quasi-judicial land use meetings.
IF IN PERSON: City Commission Chambers
Dania Beach City Hall
100 West Dania Beach Blvd.
Dania Beach, FL 33004

SUBJECT: **SP-052-16MOD2:** The applicant, J. Milton & Associates, LLC., on behalf of the property owner Dania Beach Rentals, LLC., is requesting a site plan modification for the property located at 601 East Dania Beach Boulevard.

The following is the proposed Resolution of the matter:

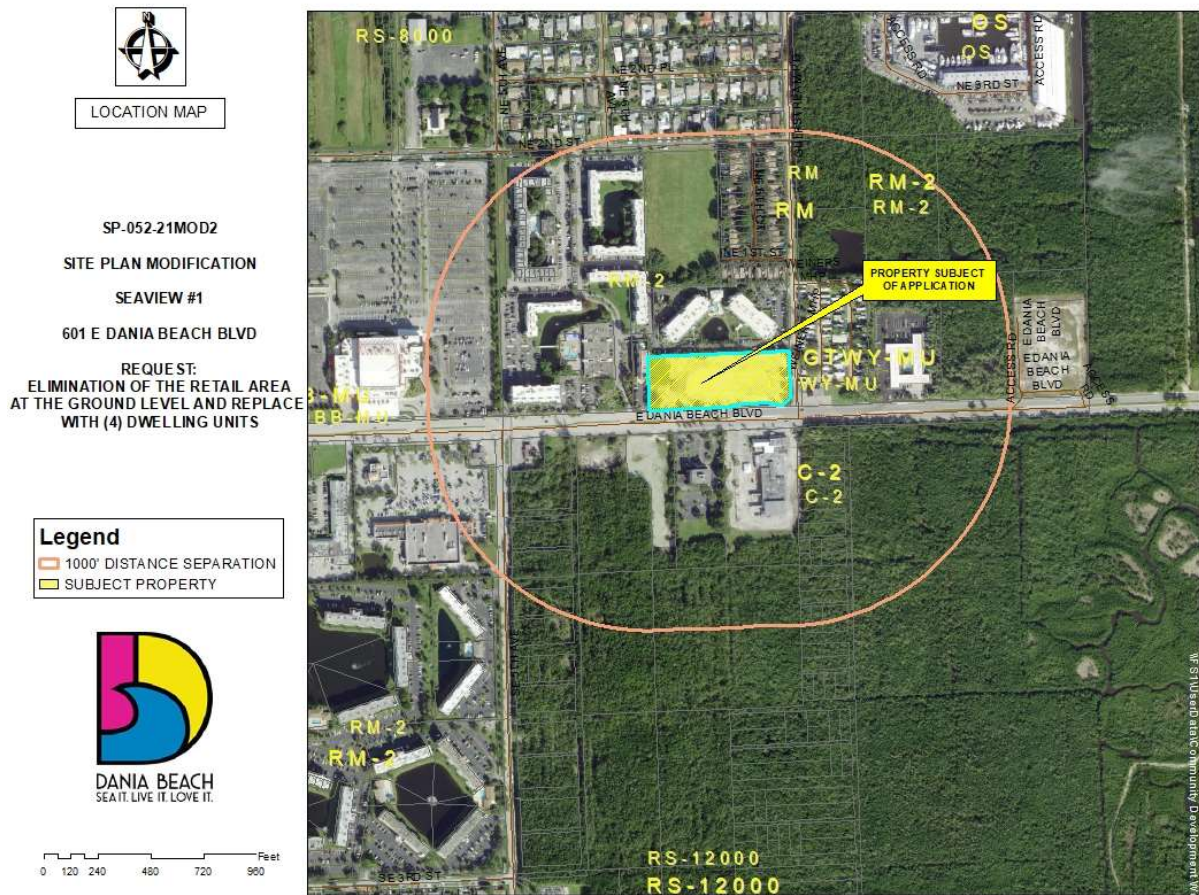
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE SITE PLAN MODIFICATION (SP-052-16MOD2), SUBMITTED BY DANIA BEACH RENTALS, LLC, FOR PROPERTY LOCATED AT 601 EAST DANIA BEACH BOULEVARD IN THE CITY OF DANIA BEACH, FLORIDA, AS LEGALLY DESCRIBED IN EXHIBIT "A", A COPY OF WHICH IS ATTACHED TO THIS RESOLUTION; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

Copies of the proposed requests or applicable information are available on line. For more information, please call the Planning Division at (954) 924-6805 Ext. 3704 and staff will direct you to the on-line project information.

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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 West Dania Beach Boulevard, Dania Beach, Florida 33004, (954) 924-6800 Ext. 3624, at least 48 hours prior to the meeting

Property Subject of Upcoming Hearing



Application Information

Application Site: 601 East Dania Beach Boulevard

Project: Site Plan Modification

Request: To request site plan modification approval to eliminate retail area at ground level and replace with four (4) dwelling units.

Applicant: J. Milton & Associates, LLC on behalf of the property owner Dania Beach Rentals, LLC.

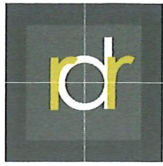
Hearing Date & Time: November 9, 2021 at 7:00 PM

Hearing Location: Please call a week ahead at 954-924-6805 Ext. 3792 to confirm meeting location:

If Virtual: Please visit www.daniabeachfl.gov/virtualmeetings for detailed instructions and the specific requirements for participating in the City's virtual quasi-judicial land use meetings.

If in person: City Commission Chambers, Dania Beach City Hall, 100 West Dania Beach Blvd

Contact Information: Anne-Christine Carrie, Senior Planner, (954) 924-6805 Ext. 3654



RECEIVED

OCT 13 2021

rdr miami | public hearing notification services

certified lists of property owners within a specific radius + radius maps + mailing labels + mailouts + notice of public hearing site posting
rdrmiami.com | diana@rdrmiami.com | 305.498.1614

October 12, 2021

City of Dania Beach
Planning & Zoning Division
100 W Dania Beach Boulevard
Dania Beach, FL 33004

Re: Property owners within 1,000 feet of:

SUBJECT: 601-649 Dania Beach Boulevard, Dania Beach, FL 33004

FOLIO NUMBER: 5042 35 25 0010

ABBREV. LEGAL DESCRIPTION: CALM 183-168 B PARCEL A

This is to certify that the attached ownership list, map and mailing labels are a complete and accurate representation of the real estate property and property owners within 1,000 feet radius of the external boundaries of the subject property listed above, including the subject property. This reflects the most current records on file in the Broward County Property Appraisers' Office.

Sincerely,

Diana B. Rio

Total number of property owners without repetition: **89, including 0 international**

(This total includes one address label to the Planning & Zoning Manager, one address label to the Community Development Assistant Director, and in case of a condominium, one address label to each Condominium Association as listed as registered with the Florida Department of State Division of Corporations)

State of: Florida
County of: Miami-Dade

BEFORE ME: an officer duly authorized to take acknowledgments, on this 12th day of October 2021, personally appeared Diana Rio who is personally known to me and who did not take an oath, who executed the foregoing, and executed the same freely and voluntarily for the purposes therein expressed.

Notary Public

Dated this 12th day of October, 2021
Commission Expires: 12-15-2023

Seal

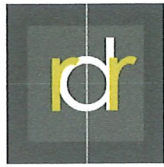


Mabel Rio
Comm. # GG939791
Expires: Dec. 15, 2023
Bonded Thru Aaron Notary

Rio Development Resources, LLC ("RDR") has used its best efforts in collecting the information published in this report and the findings contained in the report are based solely and exclusively on information provided by you and information gathered from public records and that local government. By acceptance of this report, you agree to hold RDR harmless and indemnify RDR from any and all losses, damages, liabilities and expenses which can be claimed against RDR caused by or related to this report.

NAME 1	NAME 2	ADDRESS	CITY	STATE	ZIP	COUNTRY
500 DANIA BEACH LLC		18570 N BAY RD	SUNNY ISLES BEACH	FL	33160	USA
801 EAST DANIA BEACH BLVD LLC		32111 PONCE DE LEON BLVD	CORAL GABLES	FL	33134	USA
BASILE, DANIEL		680 NE 1 ST	DANIA BEACH	FL	33004	USA
BELL, CAROLYN	BELL, JAMES W	686 NE 1 ST	DANIA BEACH	FL	33004	USA
BERGQUIST, CLAIRE K H/E	BERGQUIST, SCOTT	181 NE 6 CT	DANIA BEACH	FL	33004	USA
BLEWITT, ELMER D EQLE	BLEWITT, CECILIA C EST	645 NE 2 ST	DANIA BEACH	FL	33004	USA
BOEGLI, DOLORES A		173 NE 6 CT	DANIA BEACH	FL	33004	USA
BREECE, MARCUS P		184 NE 6 CT	DANIA BEACH	FL	33004	USA
BROWARD COUNTY	BOARD OF COUNTY COMMISSIONERS	115 S ANDREWS AVE RM 501-RP	FORT LAUDERDALE	FL	33301	USA
BROWARD COUNTY		115 S ANDREWS AVE STE 501	FORT LAUDERDALE	FL	33301	USA
BROWN, STACY H/E	BROWN, SANDRA	621 NE 2 ST	DANIA BEACH	FL	33004	USA
BUCHAN, ROBERT		2301 S OCEAN DR #1401	HOLLYWOOD	FL	33019	USA
BURGUENO, DANIEL FEDERICO		609 NE 2 ST	DANIA BEACH	FL	33004	USA
CALM PROPERTIES LLC / DDCTD	PUBLIC % CITY OF DANIA BEACH	100 W DANIA BEACH BLVD	DANIA BEACH	FL	33004	USA
CAMACHO, CARMEN & CHARLES B		206 NE 2 AVE	DANIA BEACH	FL	33004	USA
CHANDLER, ROGER	WHITTAKER, DONALD	171 NE 6 CT	DANIA BEACH	FL	33004	USA
CHAPAS, JORGE L & IRMA E		175 NE 6 CT	DANIA BEACH	FL	33004	USA
CITY OF DANIA BEACH	PLANNING & ZONING MGR	100 W DANIA BEACH BLVD	DANIA BEACH	FL	33004	USA
CITY OF DANIA BEACH		100 W DANIA BEACH BLVD	DANIA BEACH	FL	33004	USA
CITY OF DANIA BEACH	COMMUNITY DEVELOPMENT ASSIST. DIR.	100 W DANIA BEACH BLVD	DANIA BEACH	FL	33004	USA
CONNER, RALPH KEVIN & SACHA R		196 NE 6 CT	DANIA BEACH	FL	33004	USA
COUNTRY SQUIRE TOWNHOMES ASSN		174 NE 6 CT	DANIA BEACH	FL	33004	USA
CUERVO, LAUREN	RODRIGUEZ, ERIC NICHOLAS	192 NE 6 CT	DANIA BEACH	FL	33004	USA
DAGLARIS, ARISTOTELIS	DAGLARIS, JOHN	450 E DANIA BEACH BLVD	DANIA BEACH	FL	33004	USA
DANIA BEACH APTS LLC		1010 NE 2 AVE	MIAMI	FL	33132	USA
DANIA BEACH DEVELOPERS LLC		1200 BRICKELL AVE #1200	MIAMI	FL	33131	USA
DANIA BEACH RENTALS LLC		3211 PONCE DE LEON BLVD #301	CORAL GABLES	FL	33134	USA
DANIA ENTERTAINMENT CENTER	LLC	301 E DANIA BEACH BLVD	DANIA BEACH	FL	33004	USA
DANIA PLACE CONDO ASSN INC		PO BOX 16895	PLANTATION	FL	33318	USA
DANIAN'S SOUTH CONDOMINIUM ASSOCIATION, INC.	C/O ROBERT F SHINE, SR., PRES.	505 E DANIA BEACH BLVD #4L	DANIA BEACH	FL	33004	USA
DANIAN'S TWO CONDOMINIUM ASSN INC		608 NE 2 ST	DANIA BEACH	FL	33004	USA
DANIAN'S TWO CONDOMINIUM ASSOCIATION, INC.	C/O KELLY BRENNICK, PRES	2500 HOLLYWOOD BLVD #310	HOLLYWOOD	FL	33020	USA
DANIELS, KATHERINE ANN		185 NE 6 CT	DANIA BEACH	FL	33004	USA
DARVILLE, BARBARA		177 NE 6 CT	DANIA BEACH	FL	33004	USA
EAST DANIA BEACH BOULEVARD LLC		1212 SE 3 AVE	FORT LAUDERDALE	FL	33316	USA
EAST SIDE FIVE LLC		261 SW 13 ST	DANIA BEACH	FL	33004	USA
EDWARD A SCHRANK TR ETAL	%DANIAN'S CLUBHOUSE INC	549 E DANIA BEACH BLVD	DANIA BEACH	FL	33004	USA
EDWARDS, SANDRA EVE H/E	GINSBURG, JON ERIC	178 NE 6 CT	DANIA BEACH	FL	33004	USA
EKMEKJIAN, APKAR & GRACE		1702 SW 103 LN	DAVIE	FL	33324	USA
FILLINGER, BEAU E		176 NE 6 CT	DANIA BEACH	FL	33004	USA
FULLER, PEGGY		676 NE 1 ST	DANIA BEACH	FL	33004	USA
G6 HOSPITALITY PROPERTY LLC	%TAX DEPT	PO BOX 117508	CARROLLTON	TX	75011	USA
GILL, MATTHEW T &	GILL, ASHLEY J	4166 SW 64 AVE	DAVIE	FL	33314	USA
HARGADON, MAUREEN A		198 NE 6 CT	DANIA BEACH	FL	33004	USA

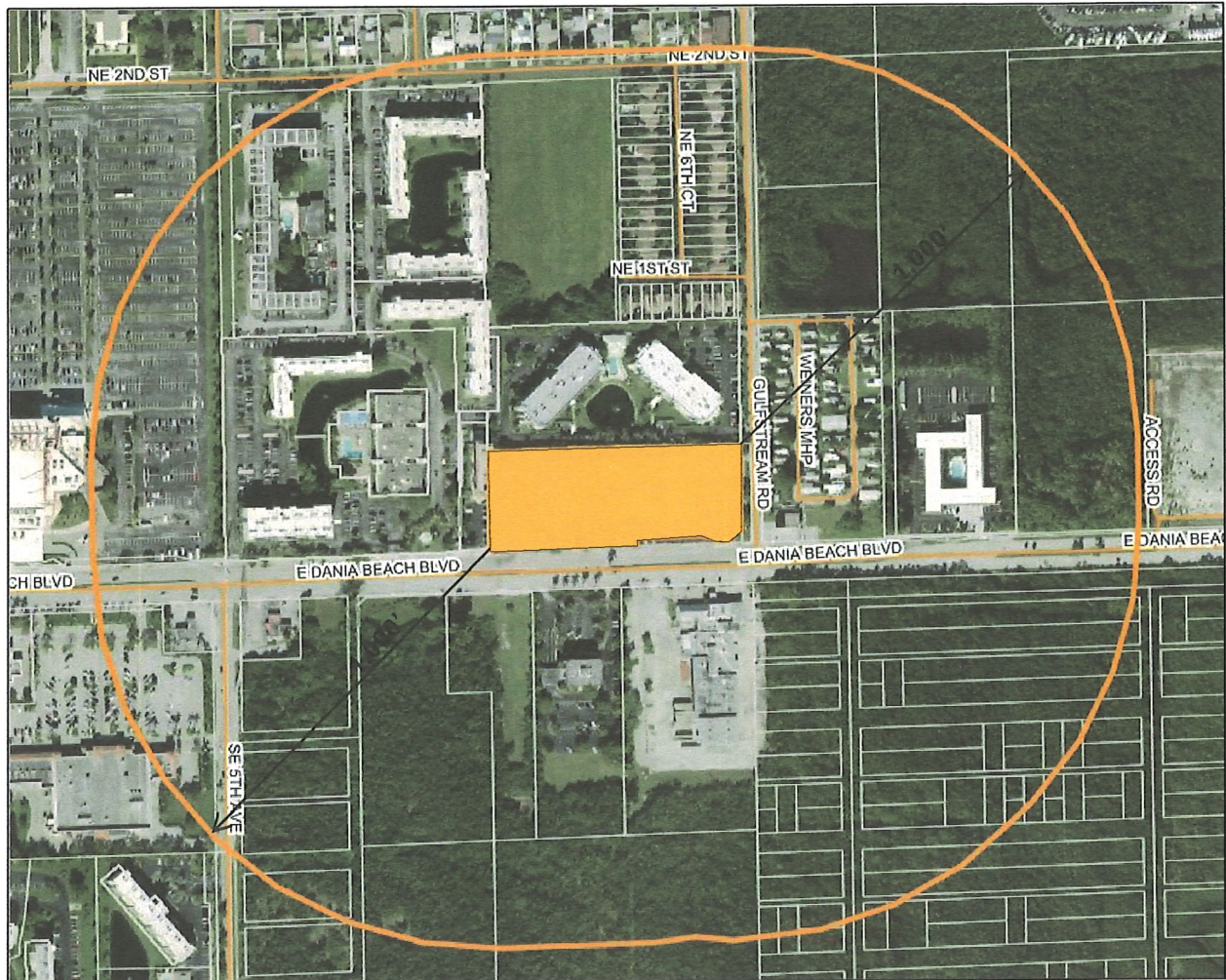
HEADLEY, RICHARD N II H/E	LUPO, ALEXANDRA S	197 NE 6 CT	DANIA BEACH	FL	33004	USA
HILLERBRAND, MARY ANN		179 NE 6 CT	DANIA BEACH	FL	33004	USA
HILTS, TINA		172 NE 6 CT	DANIA BEACH	FL	33004	USA
HYNES, BECKY		174 NE 6 CT	DANIA BEACH	FL	33004	USA
IMD INVESTMENTS INC		768 E DANIA BEACH BLVD	DANIA BEACH	FL	33004	USA
KASPER, DOROTHY F		635 NE 2 ST	DANIA BEACH	FL	33004	USA
LAVAC, STEPHEN W & BARBARA J	STEPHEN & BARBARA J LAVAC REV TR	674 NE 1 ST	DANIA BEACH	FL	33004	USA
LAWSON, ANITA W		183 NE 6 CT #1	DANIA BEACH	FL	33004	USA
LOTS OF GOODNESS LLC	RICHARD L KRACH EST	3950 SW 6 ST	FORT LAUDERDALE	FL	33312	USA
MACDONALD, SANDRA H/E	CROKER, RICHARD	186 NE 6 CT	DANIA BEACH	FL	33004	USA
MALLARDI, GIA E		188 NE 6 CT	DANIA BEACH	FL	33004	USA
MCGOWAN, CHARLES P		605 NE 2 ST	DANIA BEACH	FL	33004	USA
MELL, DANIEL		682 NE 1 ST	DANIA BEACH	FL	33004	USA
MICHAUD, SANDRA M		169 NE 6 CT	DANIA BEACH	FL	33004	USA
NEEDHAM, LINDA M		168 NE 6 CT	DANIA BEACH	FL	33004	USA
PALM VILLAGE CLUB CONDOMINIUM ASSOCIATION, INC.	C/O MARIA VASILE, PRES.	4101 N 31 AVE	HOLLYWOOD	FL	33021	USA
PARK OCEAN LLC		1450 BRICKELL AVE STE 1450	MIAMI	FL	33131	USA
PERA, LEANDRO MANUAL		199 NE 6 CT	DANIA BEACH	FL	33004	USA
PIERCE, SANDRA		195 NE 6 CT	DANIA BEACH	FL	33004	USA
PRH-DANIA BEACH LLC		315 S BISCAYNE BLVD 4 FLR	MIAMI	FL	33131	USA
PUBLIC LAND	% CITY OF DANIA BEACH	100 W DANIA BEACH BLVD	DANIA BEACH	FL	33004	USA
PUBLIC LAND % CITY OF HOLLYWOOD	OFFICE OF BUSINESS & INTL TRADE	2600 HOLLYWOOD BLVD #212	HOLLYWOOD	FL	33020	USA
QUINTERO, KELLY		633 NE 2 ST	DANIA BEACH	FL	33004	USA
RIZZO, RICHARD		625 NE 2 ST	DANIA BEACH	FL	33004	USA
RK DANIA LLC		17100 COLLINS AVE #225	SUNNY ISLES BEACH	FL	33160	USA
RUSSELL, HOLIDAY HUNT H/E	MALLARDI, GIA E	189 NE 6 CT	DANIA BEACH	FL	33004	USA
RYAN VENTURES LTD		700 E DANIA BEACH BLVD FLR 3	DANIA BEACH	FL	33004	USA
SCHANDL, EMIL KEN III		690 NE 1 ST	DANIA BEACH	FL	33004	USA
SEA OAKS CONDOMINIUM ASSOCIATION, INC.	C/O LINDA BARBER, PRES.	4502 INVERRARY BLVD	LAUDERHILL	FL	33319	USA
SIERRA, ANTONIO M	SIERRA, ANTONIO J	4233 VAN VUREN ST	HOLLYWOOD	FL	33021	USA
SINNADURAI, GANASAN		170 NE 6 CT	DANIA BEACH	FL	33004	USA
SMITH, BRADLEY F JR		191 NE 6 CT	DANIA BEACH	FL	33004	USA
SSS PROPERTIES LLC		2 HUMISTON CIR	WESTFORD	MA	01886	USA
STANICHUK, JIMMY & JANE		36 WALNUT ST	MEDFORD	MA	02155	USA
STROUD, JAMES		688 NE 1 ST	DANIA BEACH	FL	33004	USA
SURPRENANT, YVES		613 NE 2 ST	DANIA BEACH	FL	33004	USA
SWILLEY, BIANCA S		193 NE 6 CT	DANIA BEACH	FL	33004	USA
TAHANAY, VIRGINIA A	VIRGINIA A TAHANEY REV TR ETAL	684 NE 1 ST	DANIA BEACH	FL	33004	USA
TEREMENKO, VICTOR	TEREMENKO, OLGA	182 NE 6 CT	DANIA BEACH	FL	33004	USA
THE DANIA PLACE CONDOMINIUM ASSOCIATION, INC.	C/O BRIAN KUNDEL, PRES.	PO BOX 16895	PLANTATION	FL	33318	USA
THE DANIAN'S NORTH CONDOMINIUM, INC.	C/O ANN GIROUX, PRES.	2500 HOLLYWOOD BLVD #310	HOLLYWOOD	FL	33020	USA
THOMPSON, PETER ANTHONY & MARLINE	% INT'L MANAGEMENT	190 NE 6 CT	DANIA BEACH	FL	33004	USA
TIITF/DNR DIV REC & PARKS	WEST LAKE PARK STATE REC AREA	3900 COMMONWEALTH BLVD	TALLAHASSEE	FL	32399	USA
TIITF/STATE OF FLORIDA	ARCARO DONATION	3900 COMMONWEALTH BLVD	TALLAHASSEE	FL	32399	USA
ZDROBA, LLOYD I & MARITA HELMA	ZDROBA, BRIGITTE HUSSTEGE	180 NE 6 CT	DANIA BEACH	FL	33004	USA



rdr miami | public hearing notification services

certified lists of property owners within a specific radius + radius maps + mailing labels + mailouts + notice of public hearing site posting
rdrmiami.com | diana@rdrmiami.com | 305.498.1614

1,000' RADIUS MAP



SUBJECT: 601-649 Dania Beach Boulevard, Dania Beach, FL 33004

FOLIO NUMBER: 5042 35 25 0010

ABBREV. LEGAL DESCRIPTION: CALM 183-168 B PARCEL A



AFFIDAVIT

CITY OF DANIA BEACH, FLORIDA COMMUNITY DEVELOPMENT DEPARTMENT POSTING OF PUBLIC HEARING NOTICE SIGN

STATE OF FLORIDA

COUNTY OF BROWARD

BEFORE ME, the undersigned authority, personally appeared Joseph Milton, who, after being duly sworn, deposes and says:

1. I, Joseph Milton, am an individual over the age of 18 years old and
(Print Name)

(CHECK APPLICABLE SPACE)

X I am the property Owner,

OR

_____ I am a representative of the property owner(s), _____ and
_____, for property located at _____ (the
"Property"), and this sworn statement pertains to the application for
_____ relating to Petition numbers _____ in the Code of
Ordinances of the City of Dania Beach, Florida.

2. Pursuant to Sec. 610-30(B)(1) of the Land Development Code of the Code of Ordinances of the City of Dania Beach, Florida, on _____ 2021, I posted, or caused to be posted, a public notice sign along street frontages of the subject Property, with the sign being at least three (3) square feet in area, and between ten (10) and twenty (20) feet from the edge of street pavement in a manner so as to be completely visible from the public rights-of-way. For a subject property having more than five hundred (500) feet of street frontage on any single street, one (1) additional sign was posted for each five hundred (500) feet or fraction thereof. Notwithstanding Section 610-30 (6), if I, as the owner, applicant or agent, am aware that the sign is destroyed or removed from the property, or damaged beyond full legibility, I am responsible for obtaining another sign from the city and posting the sign on the property. Prior to the Public Hearing the sign(s) shall remain on the property until final disposition of the application. This shall include any deferral, rehearing, appeals, request for review or hearings by another body. The sign information shall be changed as needed to reflect the information to be provided as specified in Section 610-30 (1).

PUBLIC HEARING NOTICE

Petition number: SP-052-16 MOD 2

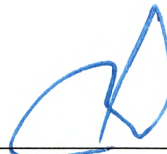
Date: Nov. 9, 2021

Time: 7:00 PM

Telephone number of the City's Community Development Department:
(954)924-6800 Ext. 3654

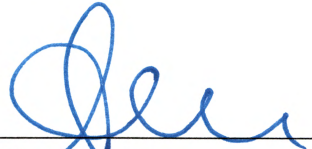
3. A true and accurate copy (copies) of the subject sign(s) is/are attached to this Affidavit and incorporated by this reference.

FURTHER, AFFIANT SAYS NOTHING MORE.



AFFIANT

Sworn to and subscribed before me on October 21, 2021.



NOTARY PUBLIC

State of Florida at Large

My Commission Expires:

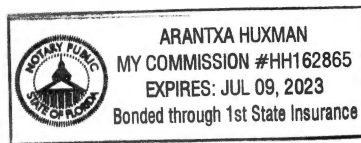


EXHIBIT "A"
COPY OF PHOTOGRAPH(S)







LOCATION MAP

SP-052-21MOD2

SITE PLAN MODIFICATION

SEAVIEW #1

601 E DANIA BEACH BLVD

REQUEST:
ELIMINATION OF THE RETAIL AREA
AT THE GROUND LEVEL AND REPLACE
WITH (4) DWELLING UNITS

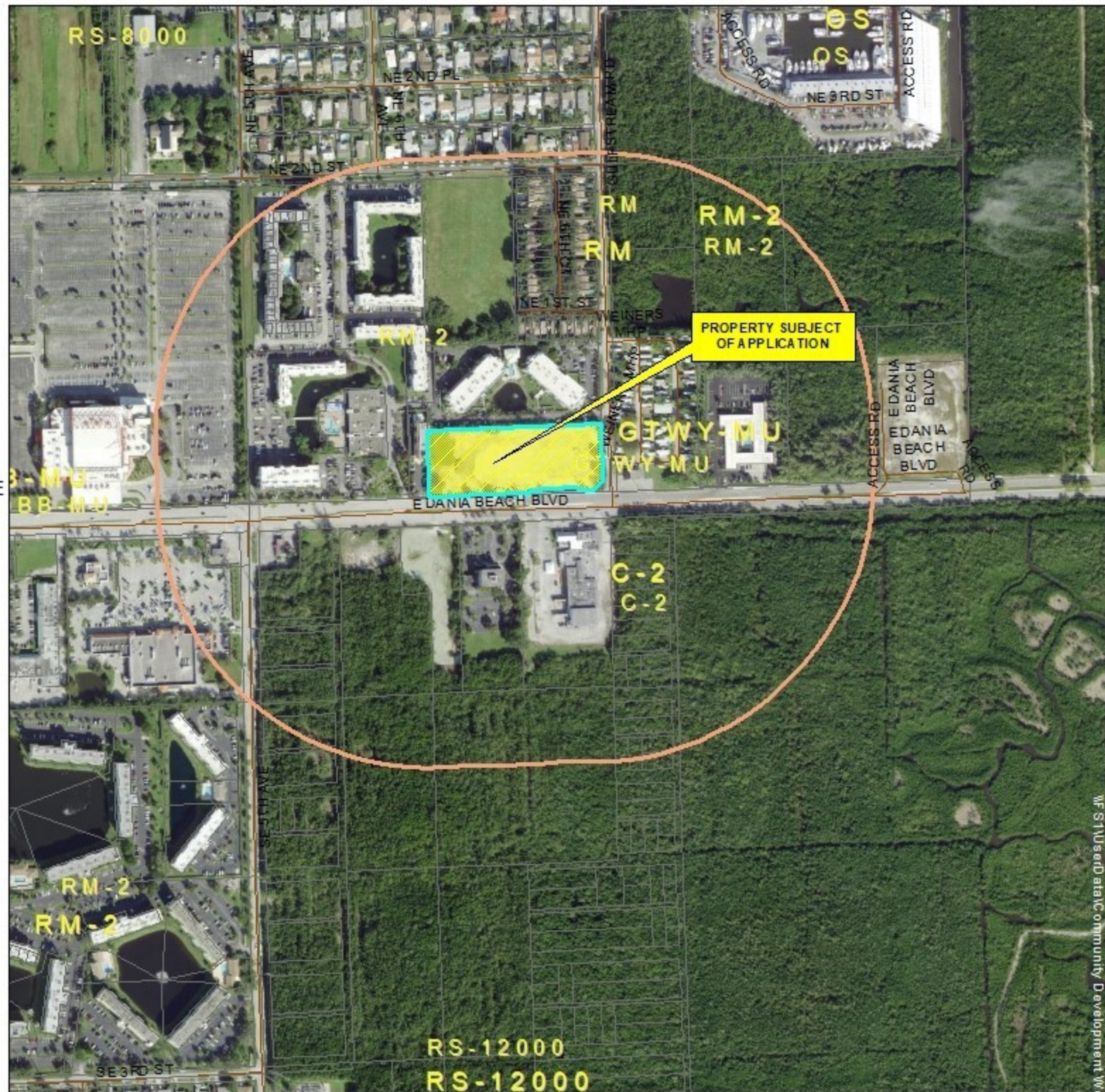
Legend

- 1000' DISTANCE SEPARATION
- SUBJECT PROPERTY



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

0 120 240 480 720 960 Feet





CITY OF DANIA BEACH CITY ATTORNEY'S OFFICE

MEMORANDUM

DATE: November 9, 2021
TO: The Mayor and City Commission
FROM: Thomas J. Ansbrosio, City Attorney
SUBJECT: Discussion and Possible Action item regarding 225 SW 15 St

The City Attorney's office is seeking authorization from the City Commission to proceed with an inspection warrant for 225 SW 15th Street.

Background:

On November 3, 2021, several of the residents on SW 15th Street met with the City Manager, Eve Boutsis, District Commander Danny Marks and his team, Eleanor Norena, and Barbara Urow regarding 225 SW 15th Street.

225 SW 15th Street is a duplex property owned by Robert Rock. BY way of background, Mr. Rock lived at the premises between 1995 and 1998. He is a horticulturist that previously helped the residents plant trees in the swale.

Since 2000 it appears that Mr. Rock has lived in Ft. Lauderdale and has authorized a homeless person, Robert Reynolds to live in the backyard or front porch of the duplex. In 2010, and 2017, the adjoining residents challenged the homestead exemption for Mr. Rock, which challenges were initially successful. They showed that he lived in Ft. Lauderdale and was not living on site. Mr. Rock would appeal the decisions, and the property appraiser reversed the decisions as Mr. Rock showed that a vehicle was registered to the site, his driver's license, and his voter registration card reflected the 225 SW 15th Street address.

In the meantime, there are a series of code citations and liens against Mr. Rock's property. Below is a synopsis of Code Compliance's efforts, since 2007:

1. **Case Number #07-0361** – The following violations were cited:
 - Window/Door in disrepair
 - Windows with missing screens
 - Electrical in disrepair
 - Building Maintenance

- Paint Maintenance
- Missing ground cover
- Stagnant Water
- Trash/debris on property
- ROW with overgrowth
- Overgrowth on property
- Missing BTR for rental (person living on front porch)

Violation Issued	2/5/2007
SM Hearing Date	6/4/2007 – Fines set \$200 per day as of 9/2/2007
Confirmation Hearing	5/1/2008
Money Judgment	4/16/2009

2. **Case Number #07-2605** - The following violation was cited:

- Overgrowth in alleyway

Warning Notice	10/22/2007
Compliance Received	11/1/2007

3. **Case Number #09-0726** – The following violations were cited:

- Sidewalk Maintenance – applied for 50/50 program (case #09-0788)
- Bees on property
- Hat racked trees

Warning Notice	4/16/2009
Compliance Received	7/24/2009

4. **Case Number #10-0233** – The following violations were cited:

- Beehive on property
- Cat urine and feces

Warning Notice	2/11/2010
Compliance Received	7/16/2010

5. **Case Number 10-1279** – The following violations were cited:

- Storm Shutters
- Tree height maintenance - Sidewalk
- Cat urine odor
- Overgrowth of grass

Violation Notice	9/7/2010
SM Hearing Date	3/3/2011 – Fines set \$200 per day on 4/11/2011

Compliance Received 4/27/2011

Confirmation Hearing 7/7/2011 – Reduced the fine to \$850 if paid in full by 8/6/2011

Money Judgement 5/3/2012 - as of today the fine hasn't been paid.

6. **Case Number 13-1645** –The following violations were cited:

- Tree branches obstructing alleyway
- Missing address numbers in rear of property

Warning Notice 10/24/2013

Compliance Received 11/6/2013

7. **Case Number 14-1080** –The following violation was cited:

- Tree branches obstructing alleyway

Warning Notice 6/13/2014

Compliance Received 7/17/2014

8. **Case Number 16-1136** –The following violation was cited

- Unregistered vehicle stored on swale

Vehicle Tow Notice 7/22/2016

Compliance Received 7/26/2016

9. **Case Number 18-0334** –The following violations were cited:

- Sidewalk Maintenance

Violation Notice 3/14/2018

Compliance Received 6/15/2018

10. **Case Number 18-0969** –The following violations were cited:

- Work w/o permits – sidewalk repair

Violation Notice 7/11/2018

Compliance Received 11/29/2018

11. **Case Number 21-0629** –The following violations were cited:

- Requirements for Space – minimum gross floor area not less than 150 sq ft
- Ceiling height not less than seven (7) feet
- Each room must have at least one window
- Habitable room shall contain at least two (2) separate electric outlets
- Must have a flush water closet, lavatory basin and bathtub or shower in proper operating condition
- Must have kitchen sink approved by the building code
- Unsanitary conditions exist by reason of inadequate sanitary facilities

• Dwelling must be in a clean and sanitary condition
Violation Notice 5/26/2021

Compliance Received 8/11/2021

12. Case Number 21-1559 –Cite for the following violations:

- Requirements for Space – minimum gross floor area not less than 150 sq ft
- Ceiling height not less than seven (7) feet
- Each room must have at least one window
- Habitable room shall contain at least two (2) separate electric outlets
- Must have a flush water closet, lavatory basin and bathtub or shower in proper operating condition
- Must have kitchen sink approved by the building code
- Unsanitary conditions exist by reason of inadequate sanitary facilities
- Dwelling must be in a clean and sanitary condition

Recurring Violation Notice 9/27/2021

SM Hearing Scheduled for 11/18/2021

In addition, the Broward County Sheriff's office has been out to the property numerous times. The homeless man living in the backyard died on January 19, 2021 (BSO had called for an ambulance and the gentleman expired before the ambulance arrived). Since then, BSO has been called out by the adjacent law firm, located at 220 SW 16th Street, due to complaints of trespass by the homeless. It appears that between 4 and 6 homeless persons may now stay in the back yard of 225 SW 15th Street. BSO contacted Mr. Rock to see if he would agree to provide a trespass affidavit, so that BSO could remove the homeless persons from the premises, which homeless were fighting and causing problems in the neighborhood. Mr. Rock refused to provide the BSO the Trespass Affidavit. In fact, he wrote to BSO and specifically authorized a new homeless person to camp on his property.

The adjoining residents complain that the property is infested with roaches (and provided a video of the roaches everywhere), rats, junk, debris, garbage, etc. The residents are fearful of the homeless, and their quality of life, their safety, and the neighborhood aesthetics are all at risk. At least four different residents have agreed to provide affidavits and are willing to come to court to testify about the property.

Florida Statute Section 933.21 authorizes a municipality to obtain an inspection warrant from a court, which inspection warrant would allow the City to start inspections, authorize additional enforcement, and ultimately may authorize a court ordered clean-up of the site. Florida Statute Section 933.21 is entitled "Requirements for issuance of inspection warrant," and provides "[a]n inspection warrant shall be issued only upon cause, supported by affidavit, particularly describing the place, dwelling, structure, or premises to be inspected and the purpose for which the inspection is to be made. In addition, the affidavit shall contain a statement that consent to inspect has been sought and refused or a statement setting forth facts or circumstances reasonably justifying the

failure to seek such consent. Owner-occupied family residences are exempt from the provisions of this act.”

We have emailed the property owner requesting to inspect the property, and he has refused. We have also issued a letter to Mr. Rock, via certified mail and US mail, requesting the ability to inspect the property. We will need to show that Mr. Rock may own the premises, but he does not live at the premises, and then have the neighbors testify as to the condition of the premises and their concerns.

The City is seeking authorization to proceed with a court action to obtain an inspection warrant and any other associated claims the City may file to obtain compliance at the property. This action may also include a third attempt to revoke the homestead exemption for the property, and eventual foreclosure of the City’s liens.

Budgetary Impact.

There is currently no budgetary impact from this item. The office of the City Attorney will file the complaint with the Court and proceed with the litigation in-house. The costs associated with the action are minimal (Cost of service of process and filing fee with the court).

Recommendation.

Authorize the City Attorney’s office to file for an inspection warrant, and for any other remedies in Court against 225 SW 15th Street.

EAB/la

cc: Ana M. Garcia, ICMA-CM, City Manager
Candido Sosa-Cruz, Deputy City Manager
Eleanor Norena, Director, Community Development Department



**CITY OF DANIA BEACH
OFFICE OF THE CITY CLERK**

MEMORANDUM

DATE: November 9, 2021
TO: Honorable Mayor and Commissioners
FROM: Ana M. Garcia, ICMA-CM, City Manager
BY: Thomas Schneider, City Clerk
RE: 2022 City Commission Meeting Dates

Request

Attached for your review and approval are the City Commission meeting dates for 2022.

Background

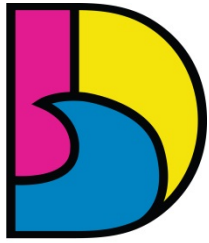
As you are aware, the City Commission meetings are the second and fourth Tuesday of every month.

There are three major holidays that impact City Commission meeting dates in 2022, as follows:

<u>City Commission Meeting Date</u>	<u>Holidays</u>
September 27, 2022	Rosh Hashana – Monday, September 26, 2022 (ends in the evening of September 27, 2022)
November 22, 2022	Thanksgiving Holiday – Thursday-Friday, November 24-25, 2022
December 27, 2022	Christmas Holiday – Friday, December 23 & Monday, December 26, 2022

You may also wish to give consideration to the November 8, 2022 City Commission meeting which falls on the City's Municipal Election Day.

Additionally, because the City's Municipal Election is Tuesday, November 8, 2022, the Biennial Organization Meeting **must** be held on Monday, November 21, 2022 (Thanksgiving week).



DANIA BEACH
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CITY OF DANIA BEACH OFFICE OF THE CITY CLERK

MEMORANDUM

In compliance with the City Charter, Part II, Legislative Branch and Legislation, Article 6, Meetings of the Commission:

Sec. 1. - Biennial organization meeting.

On the second Monday following the date of each biennial regular election, the city commission shall meet at the usual place for holding the meetings of the legislative body of the city, at which time the newly elected city commissioners shall take the prescribed oaths of office and assume the duties of their respective offices.

Budgetary Impact

None

Recommendation

Review and approve City Commission meeting dates for 2022.

**CITY OF DANIA BEACH
CITY COMMISSION MEETING DATES
JANUARY 2022 – DECEMBER 2022**

City Commission Meeting Date Tuesday – 7:00 p.m.	**Holidays**
January 11, 2022	
January 25, 2022	
February 8, 2022	
February 22, 2022	Presidents' Day – Monday, February 21, 2022
March 8, 2022	
March 22, 2022	
April 12, 2022	
April 26, 2022	
May 10, 2022	
May 24, 2022	
June 14, 2022	
June 28, 2022	
July 12, 2022	
July 26, 2022	
August 9, 2022	
August 23, 2022	
September 13, 2022	
September 27, 2022	Rosh Hashana – Monday, September 26, 2022 (ends in the evening of September 27, 2022)
October 11, 2022	
October 25, 2022	
November 8, 2022	Election Day – Tuesday, November 8, 2022 Veterans Day Holiday - Friday, November 11, 2022
November 21, 2022 Organization Meeting **Monday**	Organization Meeting - Monday
November 22, 2022	Thanksgiving Holiday – Thursday-Friday, November 24- 25, 2022
December 13, 2022	
December 27, 2022	Christmas Holiday – Friday, December 23 & Monday, December 26, 2022

Calendar for Year 2022 (United States)

January Su Mo Tu We Th Fr Sa 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 2:● 9:○ 17:○ 25:○	February Su Mo Tu We Th Fr Sa 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 1:● 8:○ 16:○ 23:○	March Su Mo Tu We Th Fr Sa 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 2:● 10:○ 18:○ 25:○
April Su Mo Tu We Th Fr Sa 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 1:● 9:○ 16:○ 23:○ 30:●	May Su Mo Tu We Th Fr Sa 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 8:○ 16:○ 22:○ 30:●	June Su Mo Tu We Th Fr Sa 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 7:○ 14:○ 20:○ 28:●
July Su Mo Tu We Th Fr Sa 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 6:○ 13:○ 20:○ 28:●	August Su Mo Tu We Th Fr Sa 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 5:○ 11:○ 19:○ 27:●	September Su Mo Tu We Th Fr Sa 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 3:○ 10:○ 17:○ 25:●
October Su Mo Tu We Th Fr Sa 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 2:○ 9:○ 17:○ 25:●	November Su Mo Tu We Th Fr Sa 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 1:○ 8:○ 16:○ 23:○ 30:○	December Su Mo Tu We Th Fr Sa 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 7:○ 16:○ 23:○ 29:○

Holidays and Observances:

Jan 1 New Year's Day	May 8 Mother's Day	Nov 11 Veterans Day
Jan 17 Martin Luther King Jr. Day	May 30 Memorial Day	Nov 24 Thanksgiving Day
Feb 14 Valentine's Day	Jun 19 Father's Day	Nov 25 Black Friday
Feb 21 Presidents' Day (Most regions)	Jun 19 Juneteenth	Dec 24 Christmas Eve
Mar 17 St. Patrick's Day	Jul 4 Independence Day	Dec 25 Christmas Day
Apr 17 Easter Sunday	Sep 5 Labor Day	Dec 26 'Christmas Day' day off
Apr 18 Easter Monday	Oct 10 Columbus Day	Dec 31 New Year's Eve
Apr 18 Tax Day	Oct 31 Halloween	
May 5 Cinco de Mayo	Nov 8 Election Day	

**EDUCATION ADVISORY BOARD
MEMBERSHIP
Friday, October 29, 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
Liliana Garrido 826 NW 13th Avenue, Apt. B Dania Beach, FL 33004 954-470-3274 lilianagarrido.frp@gmail.com	October 26, 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
Friday, October 29, 2021**

Name/Address Phone Number	Date Appointed	Term	Commission Appointment
Principal Lewis Jackson 754-323-5350 lewis.jackson@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
Monday, June 28, 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)
Darren Greene 294 NW 13 th Court Dania Beach, FL 33004 954-558-2770 dgreene@daniabeachfl.gov	June 10, 2021	June 21, 2021 through June 21, 2024	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

**MARINE ADVISORY BOARD
MEMBERSHIP
Thursday, October 21, 2021**

Name/Address Phone Number	Date Appointed	Term	Commission Appointment
John Fitzgerald 715 NW 7 th Street Dania Beach, FL 33004 954-662-6625 john@Johnfitzgeraldre.com	May 25, 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
		November 2020 through November 2024	James
Neil Kutchera P.O. Box 1181 Dania Beach, FL 33004 954-609-1800 neil.kutchera@gmail.com	May 11, 2021	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
Chris Rabil 302 SE 3rd Place Dania Beach, FL 33004 301-461-4476 chris.rabil@gmail.com	May 25, 2021	November 2018 through November 2022	Lewellen
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

**MARINE ADVISORY BOARD
MEMBERSHIP
Thursday, October 21, 2021**

Name/Address Phone Number	Date Appointed	Term	Commission Appointment
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
Stacy Brown 621 NE 2nd Street Dania Beach, FL 33004 813-598-7127 tridentbizsolutions@gmail.com	June 8, 2021	November 2020 through November 2024	Davis

PARKS, RECREATION & COMMUNITY AFFAIRS
ADVISORY BOARD MEMBERSHIP
Wednesday, September 22, 2021

Name/Address Phone Number	Date Appointed	Term	Commission Appointment
Heather Holmes 43 SE 12 th Street Dania Beach, FL 33004 754-802-4217 JohnHeatherHolmes@gmail.com	May 11, 2021	November 2020 through November 2022	Lewellen
Carmen Feinberg 4400 SW 43 Avenue Dania Beach, FL 33314 954-445-1254 cfeinberg1021@gmail.com	August 24, 2021	November 2020 through November 2022	Lewellen
Ivie Cure 209 NW 14 th Court Dania Beach, FL 33004 954-558-2775 Iviecure44@gmail.com	July 13, 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
		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, September 22, 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: November 9, 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

Attached please find the letter sent to the MPO officially requesting that the Dania Beach Bridge project be removed from the list per your direction. Additionally, as discussed, we have requested that the funding/monies remain in the City of Dania Beach.

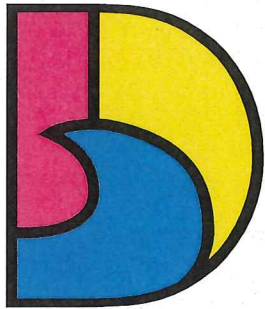
Our proactive ways have been significant at curbing the COVID-19 Pandemic in our City. With the anticipated gatherings that occur during the upcoming holidays, we will be continuing our partnership with the Broward Health Department and will extend testing at our City Hall garage until the 30th of December. The COVID testing is free to all, and this initiative has not cost our City one penny.

The week of October the 25th, we met with key officials from Dania Pointe, including General Manager Freeman, to discuss a multitude of things. Commencing this month, Captain Marks will be providing General Manager Freeman a monthly report documenting all the calls to Dania Pointe, and any and all issues regarding tenants at Dania Pointe. The objective is to move in a direction to augment BSO presence/security with a goal to ensure the safest environment for all those that live, work, and visit Dania Pointe. The aforementioned is something that Dania Pointe is willing to budget accordingly, to ensure our mutual goals regarding safety are achieved. Additionally, we look forward to partnerships with the Dania Pointe team on future events and special projects and programs.

On the 4th of November, the committee that will negotiate the contract with LM Restaurants (new beach grill) met to discuss everything that you have brought to our attention. We will meet again the week of the 8th, to finalize our proposal and set up a joint meeting prior to the Thanksgiving holiday with the LM Restaurant team. Our Finance Director contacted all three firms post our last commission meeting. We look forward to bringing you a contract for your consideration/ approval no later than first meeting in January 2022.

We met with our PIO to discuss augmenting updates on Citywide projects and endeavors on all our social media platforms. We will be ramping up our efforts to include updates, photos, and timeline information on outstanding projects in Public Services, Parks and any other projects of interest in our City.

Our upcoming Holiday events are Menorah Lighting November the 30th, Christmas Tree lighting December the 2nd, and Kwanza event on December the 16th. All events will commence at 6:00 p.m. and will take place outside of City Hall in the area of the fountain.



SEA IT. LIVE IT. LOVE IT.

November 1, 2021

Gretchen M. Cassini
Mobility Advancement Program (MAP) Administrator
Broward County
115 South Andrews Avenue, Room 406
Fort Lauderdale, FL 33301

Via e-mail: Gretchen.Cassini@broward.org

RE: West Dania Beach Blvd. Bridge Project (DANI-001) and DANI-017

Dear Ms. Cassini:

The City of Dania Beach wishes to inform you of the decision not to move forward with the design and construction of the West Dania Beach Project (DANI-001). Overwhelming community opposition lead to the unanimous Commission action to reject the bridge project and shift the City Commission's focus to align with the City's Strategic Master Plan, addressing critical items such as resiliency and flooding in our City.

The City recognizes that removing the Project from the project list, per the Interlocal Agreement (ILA), returns \$4,000,000 (\$480,000 for design and \$3.52M for construction) to the Surtax Fund for the use of ranked projects. However, the ILA also considers equity among municipalities, the leveraging of federal funds, and the benefit of resiliency when considering funding projects. With this in mind, we would respectfully suggest that the SE Drainage Project (DANI-017), now in the design phase funded with Surtax funds, be considered for construction funding. This is the City's largest project and the one with the most impact on resiliency.

This SE Drainage Project is being leveraged against four Federal Emergency Management Agency (FEMA) Hazard Mitigation Grant Program projects using the Project as a global match for those projects (the value is almost \$2 million). The City will move forward with construction in FY 2021-22 with available funding. However, revised cost estimates increased significantly from its \$8 million estimate, and additional funding is required. We strongly believe that re-allocating funds previously programmed for the bridge project towards the SE Drainage Project is a truly worthwhile, especially considering that this project is already ranked in 87th place in the MPO's FY 2020 Municipal Surtax Capital Projects Priorities. Accordingly, your consideration to this request would be greatly appreciated.

Thank you for your continued support and assistance to the City of Dania Beach.

Sincerely,

Ana M. Garcia, ICMA-CM
City Manager