

AGENDA
DANIA BEACH CITY COMMISSION
HYBRID REGULAR MEETING
TUESDAY, OCTOBER 11, 2022 - 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.

IN CONSIDERATION OF OTHERS, WE ASK THAT YOU:

- A. PLEASE TURN CELL PHONES OFF, OR PLACE ON VIBRATE. IF YOU MUST MAKE A CALL, PLEASE STEP OUT INTO THE ATRIUM, IN ORDER NOT TO INTERRUPT THE MEETING.
- B. IF YOU MUST SPEAK TO SOMEONE IN THE AUDIENCE, PLEASE SPEAK SOFTLY OR GO OUT INTO THE ATRIUM, IN ORDER NOT TO INTERRUPT THE MEETING.

**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. Advertising Dania Beach presentation - Commissioner Davis
- 2. Special Event request from the City of Dania Beach for an Employee Appreciation Picnic to be held at the City Hall campus on October 22, 2022 from 12:00 p.m. - 4:00 p.m. The applicant is requesting a waiver of fees. (*Parks & Recreation*)

3. Special Event request from Dania Live 1748 II, LLC to host “Dania Pointe Food and Wine Festival” to be held at 161 S. Compass Way, Dania Pointe, on Saturday, October 22, 2022 from 5:00 p.m. – 11:00 p.m. *(Community Development)*
4. Special Event request from Exotics on Las Olas to host “Exotics at the Pointe” to be held at 161 S. Compass Way, Dania Pointe, on Sunday, November 13, 2022 from 11:00 a.m. - 3:00 p.m. *(Community Development)*
5. Special Event request from Agency 44, LLC to host “ Dania Pointe 5K Fun Run Under the Sun“ to be held at 150 Sunset Drive, Dania Pointe, on Sunday, October 30, 2022 from 7:30 a.m. – 9:00 a.m. *(Community Development)*

4. PROCLAMATIONS

1. Florida City Government Week - 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:

Approve Minutes of September 14, 2022 City Commission Hybrid Meeting

2. Travel Requests: None
3. RESOLUTION NO. 2022-158

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT WITH CHEN MOORE & ASSOCIATES, INC., THE HIGHEST RANKED ENGINEERING DESIGN FIRM FOR THE CITYWIDE STORMWATER MASTER PLAN, AS RELATED TO REQUEST FOR QUALIFICATIONS (“RFQ”) NO. 22-023 IN THE AMOUNT OF ONE MILLION SEVENTY-SIX THOUSAND FIVE HUNDRED THIRTY-FIVE DOLLARS (\$1,076,535.00); AND AUTHORIZING

THE CITY TO EXCEED THE ANNUAL VENDOR THRESHOLD TOTAL AMOUNT OF FIFTY THOUSAND DOLLARS (\$50,000.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

8. BIDS AND REQUESTS FOR PROPOSALS

1. RESOLUTION NO. 2022-159

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE AWARD OF INVITATION TO BID (“ITB”) NO. 22-029 ENTITLED, “SIDEWALK DEMOLITION AND INSTALLATION, TIER 1” PROJECT TO TEAM CONTRACTING, INC. IN AN AMOUNT NOT TO EXCEED EIGHT HUNDRED TWENTY-TWO THOUSAND SIX HUNDRED THREE DOLLARS AND SIXTY CENTS (\$822,603.60); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

2. RESOLUTION NO. 2022-160

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE AWARD OF INVITATION TO BID (“ITB”) NO. 22-030, ENTITLED “DIRECTIONAL BORING AND ELECTRICAL UTILITY INSTALLATION” AND FOR THE PROPER CITY OFFICIALS TO ENTER INTO AN AGREEMENT WITH CANSECO ELECTRICAL CONTRACTORS, INC. IN AN AMOUNT NOT TO EXCEED ONE HUNDRED NINETY-FIVE THOUSAND DOLLARS (\$195,000.00); AND AUTHORIZING THE CITY TO EXCEED THE ANNUAL VENDOR THRESHOLD TOTAL AMOUNT OF FIFTY THOUSAND DOLLARS (\$50,000.00); PROVIDING; FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

9. PUBLIC HEARINGS

1. ORDINANCE NO. 2022-030

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE RIGHT-OF-WAY VACATION REQUEST (VC-069-22) SUBMITTED BY THE PROPERTY OWNER, THE CITY OF DANIA BEACH, FOR THE PROPERTY GENERALLY LOCATED AT 100 NW 8TH AVENUE BETWEEN NW 2 STREET AND NW 1 STREET RESPECTIVELY, WHICH RIGHT OF WAY IS CONTAINED WITHIN THE PLAT OF WEST MOORLAND, RECORDED IN PLAT BOOK 19, PAGE 8, OF THE PUBLIC RECORDS BOOK FOR BROWARD COUNTY, WHICH RIGHT OF WAY IS GENERALLY DESCRIBED AS “NORTHWEST 10TH AVENUE,” AND IS LOCATED WITHIN THE CITY OF DANIA BEACH, FLORIDA, WHICH RIGHT OF

WAY IS LEGALLY DESCRIBED IN EXHIBIT A, A COPY OF WHICH IS ATTACHED TO THIS ORDINANCE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. **(SECOND READING)** *(Community Development)*

2. ORDINANCE 2022-031

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 OF FOUR MILLION EIGHT HUNDRED TWENTY ONE THOUSAND FIVE HUNDRED TWENTY DOLLARS (\$4,821,520.00) APPROVED BY THE CITY COMMISSION, TO FUND THE REHABILITATION OF LIFT STATIONS 1, 2 AND 3 PROJECT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. **(FIRST READING)** *(Public Services)*

10. DISCUSSION AND POSSIBLE ACTION

11. COMMISSION COMMENTS

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

12. APPOINTMENTS

1. Dania Beach Housing Authority
Mayor James - 1 appointment for a term beginning November 1, 2022 and ending October 31, 2026 (Rosalind Curry's term expires October 31, 2022)

13. ADMINISTRATIVE REPORTS

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

Tuesday, October 25, 2022 - 7:00 p.m.
Wednesday, November 9, 2022 - 5:30 p.m.
Wednesday, November 9, 2022 - 7:00 p.m.
Monday, November 21, 2022 - 6:00 p.m.
Monday, November 21, 2022 - 7:00 p.m.

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

14. ADJOURNMENT

CITY OF DANIA BEACH CITY COMMISSION MEETING
OCTOBER 11, 2022 at 7:00 PM
PUBLIC MEETING AND PUBLIC COMMENTS PROCEDURE

The City of Dania Beach City Commission will be conducting a “Hybrid” City Commission Meeting in the Commission Chamber with limited public access and utilizing communications media technology (“CMT”) for additional access, 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).

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 Hybrid City Commission Meeting
October 11, 2022 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/88923745279>

Using your telephone

One tap mobile :

US: +19294362866,,88923745279# or +13017158592,,88923745279#

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: 889 2374 5279

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.

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 for an Employee Appreciation Picnic to be held at the City Hall campus on October 22, 2022 from 12:00 p.m. - 4:00 p.m. The applicant is requesting a waiver of fees.

Purchasing Requests ONLY

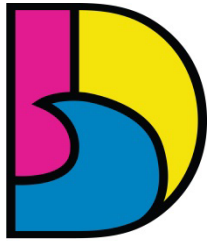
Dept:	Acct #:	Amt:
Fund:		

Fiscal Impact/Cost Summary

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Exhibits Attached

Memo to Commission - 2022 Employee Picnic, Special Event Application for Picnic, Employee BBQ - Site Plan - FINAL



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

CITY OF DANIA BEACH PARKS AND RECREATION DEPARTMENT

MEMORANDUM

DATE: October 11, 2022

TO: Honorable Mayor and Commissioners

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

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

RE: Special Events Application Request for the Employee Picnic scheduled for Saturday, October 22, 2022

REQUEST

A Special Event is requested by Maxine Singh on behalf of the City of Dania Beach to host the Employee Picnic at City Hall located 100 W. Dania Beach Blvd., Dania Beach, FL 33004 on Saturday, October 22, 2022 from 12:00 p.m. to 4:00 p.m. Set-up will begin from 11:00 a.m. to 12:00 p.m. on the day of the event, and break down will start at 4:30 p.m. to 5:30 p.m.

BACKGROUND

Picnics are always fun, especially when in good cheers. All employees along with their families are cordially invited to this year's Employee Picnic. This picnic allows employees the opportunity to interact with each other outside of work and relax as they enjoy a little fun in the sun with games, bounce houses, a petting zoo, face painters, a photo booth, a DJ, food, and so much more.

BUDGETARY IMPACT

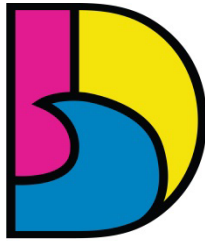
The special events application fee for this event is \$150.00. This item is requested to be waived along with necessary permit application fees as it is a city hosted event.

RECOMMENDATION

Applicant will follow all necessary services recommended below.

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	The tents will require a permit as advised by Building. The permit will need to be routed to Fire also for the Flame Certificate and material. Fire extinguishers are required, 2	



DANIA BEACH
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CITY OF DANIA BEACH PARKS AND RECREATION DEPARTMENT

MEMORANDUM

	for the big tent, 1 for the small tent. No further concerns raised.	
BSO Police Dept. - Lt. Tarala	No concerns raised.	
Code Enforcement - Eric Walton	No concerns raised.	
Community Dev. – Jack Fisher	Building permits required for the tents. No further concerns raised.	
Community Dev. – Joyce Mcphee	No concerns raised.	
City Attorney – Eve A. Boutsis	No concerns raised.	
HR/Risk Mgmt. – Linda Gonzalez	COI needed. No further concerns raised.	
Parks & Recreation – Eric Brown	No concerns raised.	
Public Services – Fernando Rodriguez	No concerns raised.	



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: EMPLOYEE APPRECIATION PICNIC

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: CITY HALL CAMPUS

Expected maximum attendance 120 Expected sustained attendance 80

Has this event been held in the past? ☐ Yes ☒ No

If yes, please list the past dates, locations and attendance _____

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

BBQ - warmer (meat is pre-cooked and will be on warmer), grill w/propane (hot dogs corn)

2x Bounce House, Petting Zoo, Face Painter, Photobooth, DJ, 2x corn hole,
podium, table & chairs

Tents

Date and Time:	DATE	DAY	BEGIN	END	Attendance
SETUP:	<u>10.22.22</u>	<u>Saturday</u>	<u>11:00am</u> AM/PM	<u>Noon</u> AM/PM	<u> </u>
EVENT DAY 1:	<u>10.22.22</u>	<u>Saturday</u>	<u>Noon</u> AM/PM	<u>4:00pm</u> AM/PM	<u> </u>
EVENT DAY 2:	<u> </u>	<u> </u>	<u> </u> AM/PM	<u> </u> AM/PM	<u> </u>
EVENT DAY 3:	<u> </u>	<u> </u>	<u> </u> AM/PM	<u> </u> AM/PM	<u> </u>
BREAKDOWN:	<u>10.22.22</u>	<u>Saturday</u>	<u>4:30pm</u> AM/PM	<u>5:30pm</u> AM/PM	<u> </u>

PART II: APPLICANT

Organization Name CITY OF DANIA BEACH **Name of Authorized Signatory** _____
For-Profit Non-Profit Private (as registered in Sunbiz)

Address: 100 West Dania Beach Blvd **City, State, Zip:** Dania Beach, FL 33004

Date of registration: _____ **State registered in:** _____ **Federal ID #** _____

Email Address: _____ **Phone:** _____

Event Coordinator Name Maxine Singh **Phone:** 954-924-6800 x 3607

Title: Chief of Staff **Phone:** _____ **Cell:** 954-610-7390

Email address: msingh@daniabeachfl.gov **Fax:** _____

Additional Contact Name _____ **Will you be on site?** ____ Yes ____ No

Title: _____ **Phone:** _____ **Cell:** _____

Email address: _____ **Fax:** _____

Event Production Company (if other than applicant) _____

Address: _____ **City, State, Zip:** _____

Contact Name: _____ **Title:** _____

Phone (day) _____ **(night)** _____ **Cell:** _____

Email address: _____ **Fax:** _____

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? \$** _____

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.)

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: _____

What type of rides are you planning? _____

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** _____

Events requiring electricity must be permitted.

Company: _____ License #: _____

Name of Electrician: _____ Phone: _____

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: _____

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.) _____

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) # ☒ Gas Grill(s) # ☒ Charcoal Grill(s) # _____ Smoker Grill(s) # _____

Grease Fryer(s) # _____ Oven(s) # _____ Electric Range Burner(s) # _____ Gas Range Burner(s) # _____

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.):

DJ

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

Stages ____ Yes ☒ No Type (wood, metal, trailer stage, etc.) _____
Stages may require permits.

Days and times music will be played: 10.22.22 - NOON -4:00PM

How close is the event to the nearest residence? NO
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)? _____

Date(s) of Closure _____ Time(s) of Closure _____
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) _____

Date(s) of Closure _____ Time(s) of Closure _____

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

Security Company _____ Contact _____ Phone _____

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? 1 x 10*20, 1x 30*40

Company Name ALLURE Contact _____ Phone _____
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

Maxine Singh  Digitally signed by Maxine Singh
Date: 2022.09.23 16:35:06 -04'00'

Event Coordinator Signature

Date

DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

FOOD
Width 10 *
Large 20 Ft

Photobooth

HipPOPs Gelato

DJ MUSIC

Petting Zoo
Width 10
Large 20 Ft

2 CORN HOLES GAMES

FACE PAINTER

Bounce House 1
Width 18 *
Large 25

Bounce House 2
Width 18 *
Large 25

Tables and Chairs are Folded

SW Park St

N
W
E
S

SW Park St SW Park St SW Park St SW Park St

Evo Community Maps Contributors: TDP, © OpenStreetMap, Microsoft, Esri, HERE, Garmin, Swatch Location Services, INC, METI/NASA, USGS, ERI, NPS, US Census Bureau, USDA, Sentinel Florida, Maxar, Microsoft

- Bounce House 1 & 2
- Dj Music
- Extra chairs in needed or rain

- Food
- Ice Cream
- Main Seating Area

- Petting Zoo
— Photobooth



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 Dania Live 1748 II, LLC to host “Dania Pointe Food and Wine Festival” to be held at 161 S. Compass Way, Dania Pointe, on Saturday, October 22, 2022 from 5:00 p.m. – 11:00 p.m.

Purchasing Requests ONLY

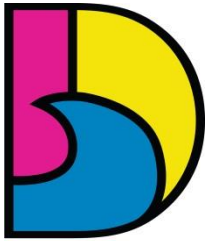
Dept:	Acct #:	Amt:
Fund:		

Fiscal Impact/Cost Summary

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Exhibits Attached

Dania Pointe Food Wine Festival - Special Event Memo, DPT Food and Wine Festival-Special Events Application, DPT Food and Wine Presentation



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

CITY OF DANIA BEACH COMMUNITY DEVELOPMENT DEPARTMENT

MEMORANDUM

DATE: October 11th, 2022

TO: Honorable Mayor and Commissioners

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

VIA: Candido Sosa- Cruz, ICMA-CM, Deputy City Manager
Eleanor Norena, CFM, Community Development Director

Candido Sosa- Cruz
Digitally signed by Candido Sosa-Cruz
Date: 2022.10.04 11:41:32
+04'00'

Eleanor Norena, CFM

RE: Special Events Application Request from Dania Live 1748 II, LLC to host "Dania Pointe Food and Wine Festival" scheduled for Saturday, October 22, 2022.

Request

A Special Event approval is being requested by Emily Wirley on behalf of Dania Live 1748 II, LLC to host "Dania Pointe Food and Wine Festival" Saturday, October 22nd, 2022, from 5:00 p.m. – 11:00 p.m.

Background

The requested event is proposed to be held at Dania Pointe located in the lawn area located at 161 S. Compass Way. Tents will be set up in the lawn area for restaurant tasting, a beer and wine garden, live performances from professional chefs and musical entertainment. There will be no sales of alcohol or food however, samples will be provided free of charge. BSO police will provide one detail officer to assist with safety of this event.

Budgetary Impact

The special events application fee for this event is \$300.00. Applicant will pay for necessary services if recommended below.

Recommendation

It is recommended that the City Commission approve the special events application request in whole with compliance of the conditions noted below.

Dania Pointe Food & Wine Festival - Saturday, October 22, 2022

Department Review:	Comments:
BSO Fire: Fire Prevention	Permits required for larger tent.
Building Official	Permits required for larger tent.
City Attorney	No concerns raised
Code Enforcement	No concerns raised
Planning & Zoning	No concerns raised
Hr/ Risk Mgmt-	No concerns raised
Parks & Recreation	No concerns raised
Public Services	No concerns raised
BSO Police Dept.	1 BSO officer needed fore this event. BSO will coordinate with event manager for compliance.



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 Pointe Food and Wine Festival

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: The Lawn at Dania Pointe

Expected maximum attendance 500 Expected sustained attendance 300
Has this event been held in the past? ☐ Yes ☒ No
If yes, please list the past dates, locations and attendance _____

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

Food and Wine Festival - Restaurant Tasting stations, Beer Garden, Wine Garden

Chefs Stage with Live Presentations, Music and Entertainment, Product Promotions.

No sales of alcohol or food or any product. All samples will be provided free of charge.

Date and Time:	DATE	DAY	BEGIN	END	Attendance
SETUP:	<u>10/22/22</u>	<u>Saturday</u>	<u>6</u> <u>AM/PM</u>	<u>11</u> <u>AM/PM</u>	<u>20</u>
EVENT DAY 1:	<u>10/22/22</u>	<u>Saturday</u>	<u>5</u> <u>AM/PM</u>	<u>11</u> <u>AM/PM</u>	<u>500</u>
EVENT DAY 2:	_____	_____	_____AM/PM	_____AM/PM	_____
EVENT DAY 3:	_____	_____	_____AM/PM	_____AM/PM	_____
BREAKDOWN:	_____	_____	_____AM/PM	_____AM/PM	_____

Organization Name Dania Live 1748 II, LLC **Name of Authorized Signatory** Jennifer Maisch
For-Profit ☐ **Non-Profit** ☐ **Private** ☐ (as registered in Sunbiz)

Address: 139 Compass Way **City, State, Zip:** Dania Beach, FL 33004

Date of registration: 9/11/2014 and 7/2/2018 **State registered in:** DE **Federal ID #** 83-1056186

Email Address: jmaisch@kimcorealty.com **Phone:** (954) 892 9029

Event Coordinator Name Emily Wirley **Phone:** (954) 892 9029

Title: Marketing Manager **Phone:** _____ **Cell:** _____

Email address: ewirley@kimcorealty.com **Fax:** _____

Additional Contact Name Maynel Alvarez-Requejo **Will you be on site?** ☒ Yes ☐ No

Title: Director of Lifestyle M **Phone:** (305) 773-6709 **Cell:** _____

Email address: malvarez@kimcorealty.com **Fax:** _____

Event Production Company (if other than applicant) Brewnmotion LLC

Address: 8440 NW 64th St Unit 2 **City, State, Zip:** Miami, FL 33166

Contact Name: Rene Rodriguez **Title:** CEO

Phone (day) (786) 953-5814 **(night)** _____ **Cell:** (305) 773-9994

Email address: rene@brewnmotion.com **Fax:** _____

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.

Please be advised that if an entity is sponsoring an event and/or is on City property, it is required to have present a certificate of insurance with a minimum amount of \$1M general liability and with the City listed as Additional Insured. There may be other or additional insurance requirements such as worker's compensation or auto insurance, etc., for example, depending upon the event details, and as determined by the City.

Admission/Registration ☐ Yes ☒ No **If yes, how much? \$** _____

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.)

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: _____

What type of rides are you planning? _____

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** 100

Events requiring electricity must be permitted.

Company: American Portables License #: EC13009200

Name of Electrician: Jim Drago Phone: 786-299-6226

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: _____

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.) No open flame, all electrical
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) # ☒ Gas Grill(s) # ☐ Charcoal Grill(s) # ☐ Smoker Grill(s) # ☐
Grease Fryer(s) # ☒ Oven(s) # ☒ Electric Range Burner(s) # ☒ Gas Range Burner(s) # ☐

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

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

Speakers, amplifiers

Stages ☒ Yes ☐ No Type (wood, metal, trailer stage, etc.) floor level metal stage

Stages may require permits.

Days and times music will be played: 10/22/2022 from 5 to 11 p.m.

How close is the event to the nearest residence? 1 mile

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) Shopping Center

Date(s) of Closure _____ Time(s) of Closure _____
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) _____

Date(s) of Closure _____ Time(s) of Closure _____

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 _____ Contact _____ Phone _____

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 On-site security Phone (786) 714-3378

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

Security Company Securitas (on-site team) Contact Joe Zubrenic Phone (786) 714-337

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? (15) 10 by 10, (2) 17 by 17 , (1) 22 by 22, (1) 14 by 14

Company Name Brewnmotion LLC Contact _____ Phone _____

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.

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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.

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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.

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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

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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

Emily Wise
Event Coordinator Signature

as authorized agent

9/22/2022

Date



Event Details

When:

- October 22, 2022
- 5pm – 11pm

Where:

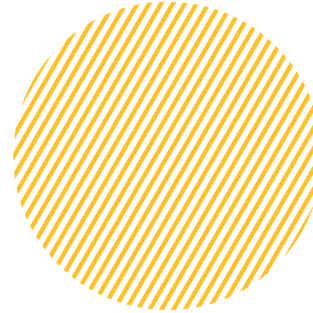
- The Lawn

Admission:

- Free

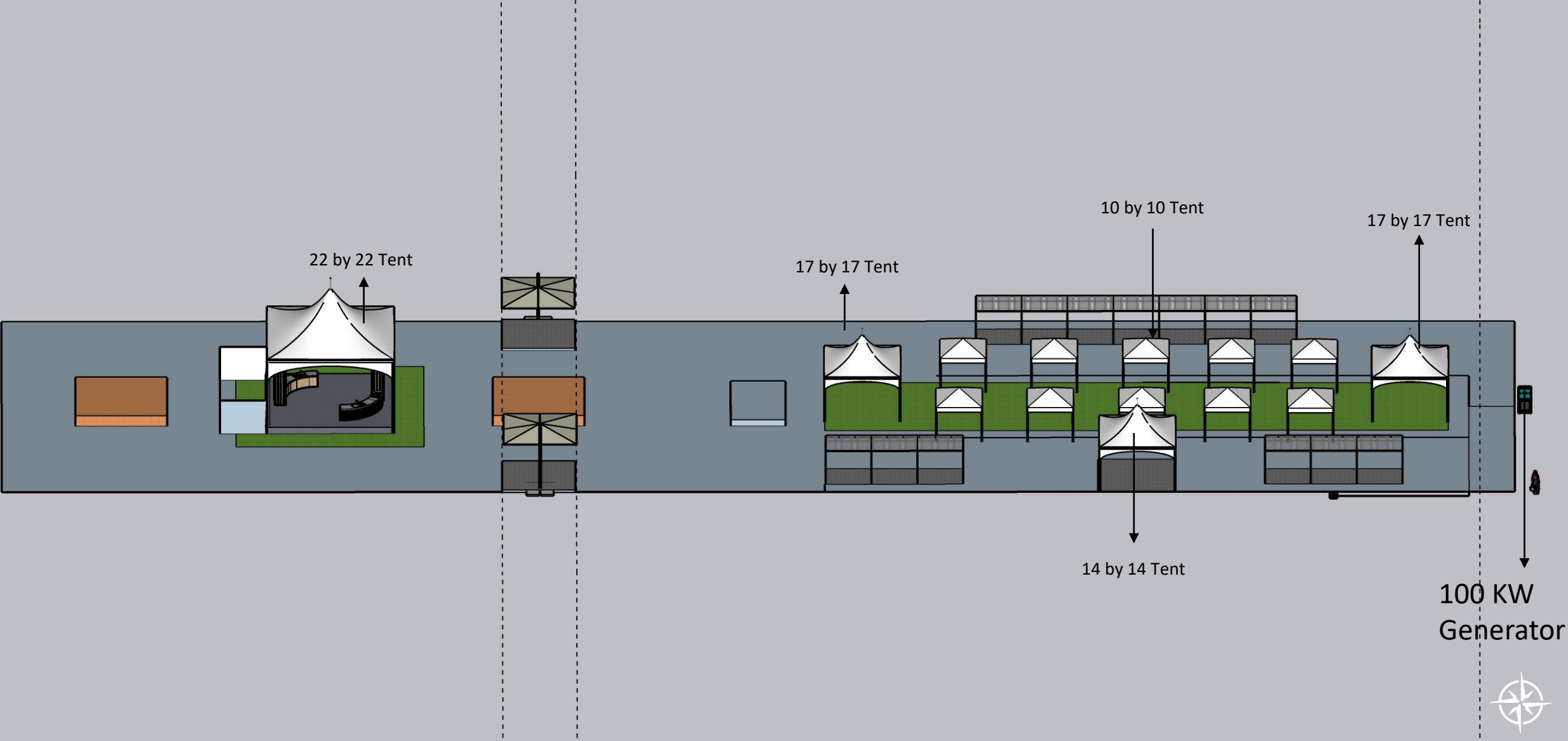
Activations:

- Ambient music and event closing entertainment
- Confections tasting station
- Restaurant tasting stations
- Wine and liquor tasting stations
- Gourmet Coffee and Baristas stations
- Kids' hands-on cooking workshops
- Chef kitchen demos





Floor Plan





Event Marketing

Onsite

- Digital billboard and directory promotion with tenant logos

Social Media

- Weekly posts
- Influencer promotion (pre and post event)

Digital

- Campaign on Instagram, Facebook, Spotify, and Google
- Promotion on www.daniapointe.com/foodandwine and Eventbrite registration page

Public Relations

- Restaurant name mentioned in press release and event listings in local publications
- Media pitch to local news networks



Thank you!



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 Exotics on Las Olas to host “Exotics at the Pointe” to be held at 161 S. Compass Way, Dania Pointe, on Sunday, November 13, 2022 from 11:00 a.m. - 3:00 p.m.

Purchasing Requests ONLY

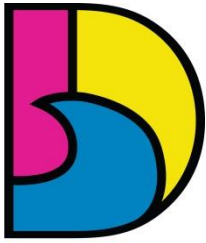
Dept:	Acct #:	Amt:
Fund:		

Fiscal Impact/Cost Summary

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Exhibits Attached

Dania Pointe Exotics Car the Pointe - Special Event Memo, Exotics at the Pointe - Special Event Application



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

CITY OF DANIA BEACH COMMUNITY DEVELOPMENT DEPARTMENT

MEMORANDUM

DATE: October 11th, 2022

TO: Honorable Mayor and Commissioners

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

VIA: Candido Sosa- Cruz, ICMA-CM, Deputy City Manager
Eleanor Norena, CFM, Community Development Director

Candido Sosa- Cruz
Digitally signed by Candido Sosa-Cruz
Date: 2022.10.04 11:42:08 -0400

Eleanor Norena, CFM

RE: Special Events Application Request from Exotics on Las Olas to host “Exotics at the Pointe” scheduled for Sunday, November 13th, 2022.

Request

A Special Event approval is being requested by Jon Hirsch on behalf of Exotics on Las Olas to host “Exotics at the Pointe” Sunday, November 13th, 2022, from 11:00 a.m. – 3:00 p.m.

Background

The requested event is proposed to be held at Dania Pointe, along South Pointe Drive, from Firebirds restaurant to Bowlero and along Pointe Blvd from Coopers Hawk restaurant to the Marriot Hotel. Cars will be on display for viewing and entertainment will be provided by a DJ with light background music.

Budgetary Impact

The special events application fee for this event is \$300.00. Applicant will pay for necessary services if recommended below.

Recommendation

It is recommended that the City Commission approve the special events application request in whole with compliance of the conditions noted below.

Dania Pointe Exotics Car Show - Sunday, November 13, 2022

Department Review:	Comments:
BSO Fire: Fire Prevention	No concerns raised
Building Official	No concerns raised
City Attorney	No concerns raised
Code Enforcement	No concerns raised
Planning & Zoning	No concerns raised
Hr/ Risk Mgmt-	No concerns raised
Parks & Recreation	No concerns raised
Public Services	No concerns raised
BSO Police Dept.	Additional BSO Officers needed for this event. BSO will coordinate with event manger for compliance.



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: EXOTICS AT THE POINT (CAR SHOW)

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: POINT DRIVE FIREBIRDS to BOLERO & POINT BLD Coppers Hawk to Marriott Hotel

Expected maximum attendance _____ Expected sustained attendance 3000
Has this event been held in the past? ☐ Yes ☒ No
If yes, please list the past dates, locations and attendance _____

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

CARS ON DISPLAY , DJ light BACKGROUND MUSIC

TRUSTING SAYING WELCOME TO EXOTICS AT THE PONITE

Date and Time:	DATE	DAY	BEGIN	END	Attendance
SETUP:	<u>11</u>	<u>13</u>	<u>6</u> AM/PM	<u>3</u> AM/PM	<u>3000</u>
EVENT DAY 1:	<u>11</u>	<u>13</u>	<u>11</u> AM/PM	<u>3</u> AM/PM	_____
EVENT DAY 2:	_____	_____	_____ AM/PM	_____ AM/PM	_____
EVENT DAY 3:	_____	_____	_____ AM/PM	_____ AM/PM	_____
BREAKDOWN:	<u>11</u>	<u>13</u>	<u>4</u> AM/PM	<u>6</u> AM/PM	_____

PART II: APPLICANT

Organization Name EXOTICS ON LAS OLAS **Name of Authorized Signatory** _____
For-Profit Non-Profit Private (as registered in Sunbiz)

Address: 800 E BROWARD BLVD STE 701 **City, State, Zip:** fort lauderdale

Date of registration: _____ **State registered in:** FL **Federal ID #** 825398539

Email Address: EOLMARKETING21@GMAIL.COM **Phone:** 305-725-3096

Event Coordinator Name JON HIRSCH **Phone:** 305-978-9433

Title: MANAGER **Phone:** _____ **Cell:** 305-978-9433

Email address: eilmarketing21@gmail.com **Fax:** _____

Additional Contact Name FLOYD RAG **Will you be on site?** ☒ Yes ☐ No

Title: MANAGER **Phone:** 305-725-3096 **Cell:** _____

Email address: info@exoticsonlasolas.com **Fax:** _____

Event Production Company (if other than applicant) _____

Address: _____ **City, State, Zip:** _____

Contact Name: _____ **Title:** _____

Phone (day) _____ **(night)** _____ **Cell:** _____

Email address: _____ **Fax:** _____

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.

Please be advised that if an entity is sponsoring an event and/or is on City property, it is required to have present a certificate of insurance with a minimum amount of \$1M general liability and with the City listed as Additional Insured. There may be other or additional insurance requirements such as worker's compensation or auto insurance, etc., for example, depending upon the event details, and as determined by the City.

Admission/Registration ☐ Yes ☒ No **If yes, how much? \$** _____

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.)

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: _____

What type of rides are you planning? _____

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** _____

Events requiring electricity must be permitted.

Company: _____ **License #:** _____

Name of Electrician: _____ **Phone:** _____

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: _____

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.) _____

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) # ☐ Gas Grill(s) # ☐ Charcoal Grill(s) # ☐ Smoker Grill(s) # ☐
Grease Fryer(s) # ☐ Oven(s) # ☐ Electric Range Burner(s) # ☐ Gas Range Burner(s) # ☐

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.):

DJ light background music and mic for announcements

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

speakers, turn table and mic Trusting says welcome to exotics at the pointe mental by pointe blvd

Stages ☐ Yes ☒ No Type (wood, metal, trailer stage, etc.)

Stages may require permits.

Days and times music will be played: Nov 13th 2022 11am till 3pm

How close is the event to the nearest residence?

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) way point garage

Date(s) of Closure 11/13/2022 Time(s) of Closure 8 am to 3:30

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) Point blvd n south barring street and point drive

Date(s) of Closure 11/13/2022 Time(s) of Closure 6am to 6 PM

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 Contact Phone

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 BSO Phone

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

Security Company ENFORCEMENT AGENCY LLC Contact LEVI Phone 786-356-8629

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? 15 tents 10x10

Company Name GETMORE PRODUCTION Contact ZOLTON Phone 954-298-0060

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.

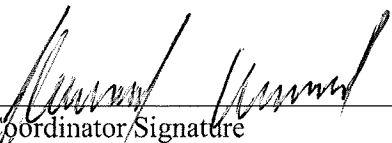
PART VI: SUBMISSION

Email application and plans to: specialapplication@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

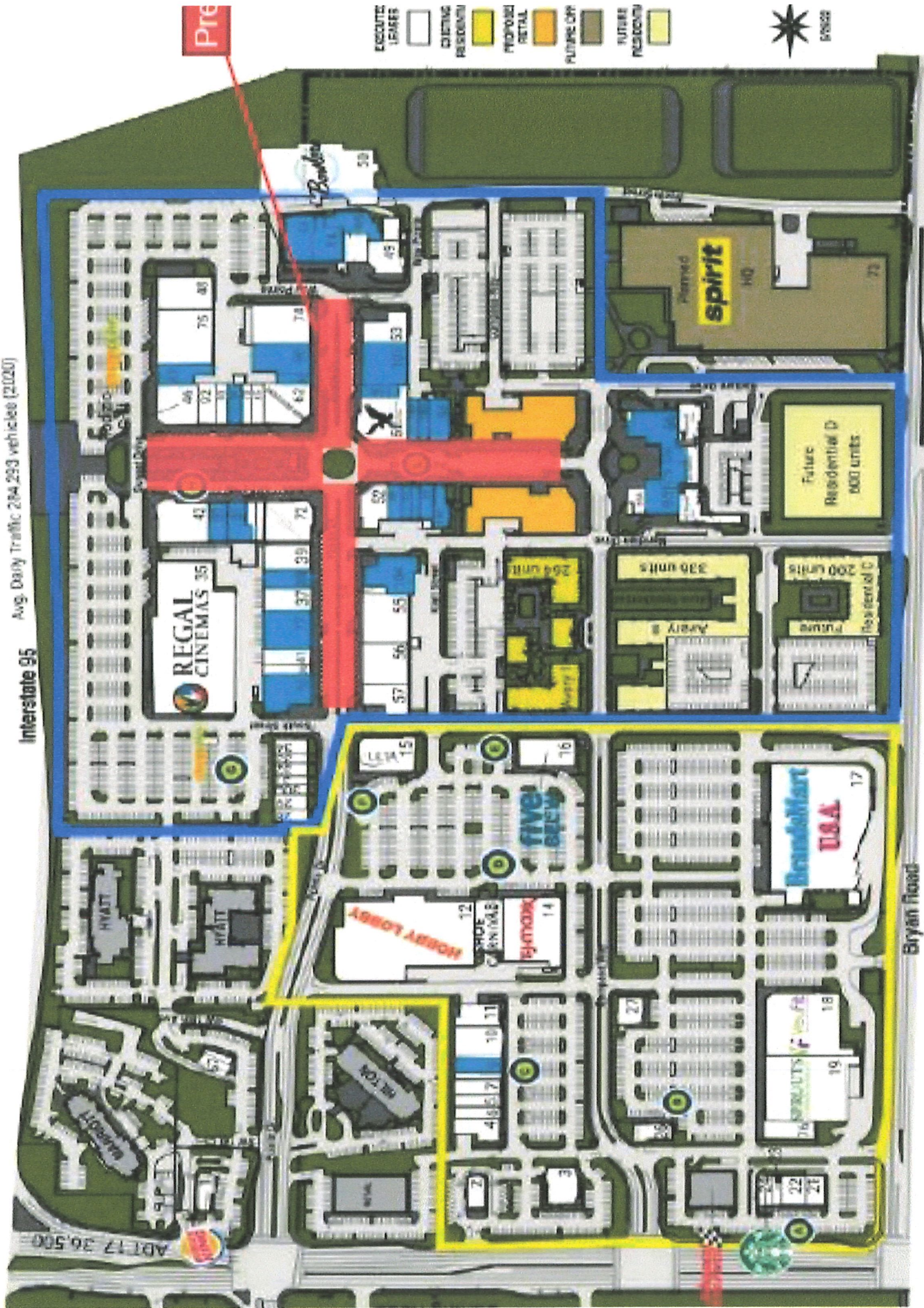


Event Coordinator Signature

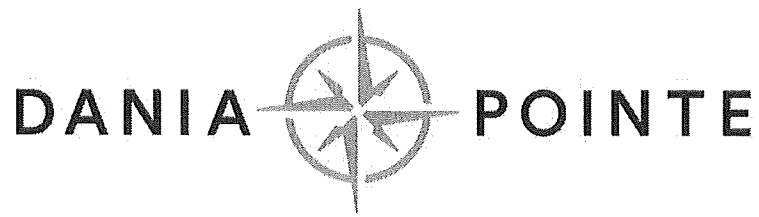
09/07/2022

Date

Interstate 95 Avg. Daily Traffic 284,293 vehicles (2020)



Bryan Road



To: Jon Hirsch

From: Emily Wise

Re: Landlord Consent

Date: September 16, 2022

We have reviewed the site plan and details of traffic flow and crowd control setup for the Exotics at Dania Pointe car show for Sunday, November 13th, 2022 from 11am – 3pm.

All guidelines for City and County ordinance must be adhered to throughout the event.

With these stipulations, and those of the Security team at Dania Pointe, the landlord (Dania Live 1748 II, LLC) grants permissions for the Exotics at Dania Pointe car show on Sunday, November 13th, 2022.

Emily Wise

Marketing Manager – Dania Pointe

Cc: B. Freeman, General Manager

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 Agency 44, LLC to host “ Dania Pointe 5K Fun Run Under the Sun“ to be held at 150 Sunset Drive, Dania Pointe, on Sunday, October 30, 2022 from 7:30 a.m. – 9:00 a.m.

Purchasing Requests ONLY

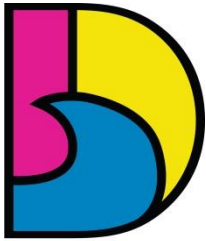
Dept:	Acct #:	Amt:
Fund:		

Fiscal Impact/Cost Summary

--

Exhibits Attached

Dania Pointe 5K - Special Event Memo, Dania Pointe 5K Run - Special Event Application, Dania Pointe 5k - Letter of Consent



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

CITY OF DANIA BEACH COMMUNITY DEVELOPMENT DEPARTMENT

MEMORANDUM

DATE: October 11th, 2022

TO: Honorable Mayor and Commissioners

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

VIA: Candido Sosa- Cruz, ICMA-CM, Deputy City Manager
Eleanor Norena, CFM, Community Development Director

Candido
Sosa-Cruz

Digitally signed by
Candido Sosa-Cruz
Date: 2022.10.04 11:42:42
-04'00'

Eleanor Norena, CFM

RE: Special Events Application Request from Agency 44, LLC to host "Dania Pointe 5K Fun Run Under the Sun" scheduled for Sunday, October 30th, 2022.

Request

A Special Event approval is being requested by Ana Perez on behalf of Agency 44, LLC to host "Dania Pointe 5K Fun Run Under the Sun" Sunday, October 30th, 2022, from 7:30 a.m. – 9:00 a.m.

Background

The requested event is proposed to be held at Dania Pointe, registration and food tents will be set up at 150 Sunset Drive Dania Beach, FL. The proposed route is approximately 1 mile and will begin at the lawn area near Coopers Hawk. The route is contained on the Dania Pointe Site mostly with the exception of S. Bryan Road. Dania Pointe has hired two BSO Police Officers to assist with the traffic safety of this event.

Budgetary Impact

The special events application fee for this event is \$300.00. Applicant will pay for necessary services if recommended below.

Recommendation

It is recommended that the City Commission approve the special events application request in whole with compliance of the conditions noted below.

Dania Pointe 5K Fun Run Under the Sun – Sunday, October 30th, 2022

Department Review:	Comments:
BSO Fire: Fire Prevention	No concerns raised
Building Official	No concerns raised
City Attorney	No concerns raised
Code Enforcement	No concerns raised
Planning & Zoning	No concerns raised
Hr/ Risk Mgmt-	No concerns raised
Parks & Recreation	No concerns raised
Public Services	No concerns raised
BSO Police Dept.	2 BSO officers needed for the event. BSO will coordinate with the event manager for compliance.



PART I: EVENT REQUEST

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	

PART II: APPLICANT

Organization Name Agency 44, LLC **Name of Authorized Signatory** Zoltan Polgar
For-Profit Non-Profit Private (as registered in Sunbiz)
Address: 8478 NW 7TH STREET **City, State, Zip:** Coral Springs
Date of registration: 07/15/2015 **State registered in:** FL **Federal ID #** 47-4520382
Email Address: zpolgar@agency44partners.com **Phone:** 954-298-0060
Event Coordinator Name Ana Perez **Phone:** _____
Title: _____ **Phone:** _____ **Cell:** 305-546-6569
Email address: perezbrownana@gmail.com **Fax:** _____
Additional Contact Name Frankie Ruiz **Will you be on site?** ☒ Yes ☐ No
Title: _____ **Phone:** _____ **Cell:** 305-431-8145
Email address: frankieruizmiami@gmail.com **Fax:** _____

Event Production Company (if other than applicant) Agency 44, LLC
Address: _____ **City, State, Zip:** _____
Contact Name: _____ **Title:** _____
Phone (day) _____ **(night)** _____ **Cell:** _____
Email address: _____ **Fax:** _____

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.

Please be advised that if an entity is sponsoring an event and/or is on City property, it is required to have present a certificate of insurance with a minimum amount of \$1M general liability and with the City listed as Additional Insured. There may be other or additional insurance requirements such as worker's compensation or auto insurance, etc., for example, depending upon the event details, and as determined by the City.

Admission/Registration ☒ Yes ☐ No **If yes, how much? \$** 35
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.)

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: _____

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** Honda 13.3 amp

Events requiring electricity must be permitted.

Company: _____ License #: _____

Name of Electrician: _____ Phone: _____

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: _____

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.) _____

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) # ☐ Gas Grill(s) # ☐ Charcoal Grill(s) # ☐ Smoker Grill(s) # ☐
Grease Fryer(s) # ☐ Oven(s) # ☐ Electric Range Burner(s) # ☐ Gas Range Burner(s) # ☐

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.):

Audio equipment/DJ

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

Speakers

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

Days and times music will be played: 10/30 - 6:30 AM

How close is the event to the nearest residence? 1 mile

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)? _____

Date(s) of Closure _____ Time(s) of Closure _____

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) _____

Date(s) of Closure 10/30 Time(s) of Closure 5 am - 9 am

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 _____ Contact _____ Phone _____

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 Off-Duty Police Phone _____

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

Security Company _____ Contact _____ Phone _____

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? Registration and Food Tents

Company Name Southern Timing, LLC Contact Jacob Davis Phone 954-304-3240

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

Ana Perez

Event Coordinator Signature

8/17/2022

Date



To: Frankie Ruiz

From: Emily Wirley

Re: Landlord Consent

Date: September 20, 2022

We have reviewed the site plan and details of traffic flow and crowd control setup for the Dania Pointe 5k, "Fun Run Under the Sun" on Sunday, October 30th, 2022, from 8am – 10am.

All guidelines for City and County ordinance must be adhered to throughout the event.

With these stipulations, and those of the security team at Dania Pointe, the landlord (Dania Live 1748, LLC) grants permissions for the "Fun Run Under the Sun" on Sunday, October 30th, 2022.

Emily Wirley
Marketing Manager – Dania Pointe

Cc: B. Freeman, General Manager

Proclamation

OFFICE OF THE MAYOR • CITY OF DANIA BEACH, FLORIDA

WHEREAS, city government is the closest to most citizens and the one with the most direct daily impact upon its residents; and

WHEREAS, municipal government provides services and programs that enhance the quality of life for residents, making their city their home; and

WHEREAS, city government is administered for and by its citizens and is dependent upon public commitment to and understanding of its many responsibilities; and

WHEREAS, city government officials and employees share the responsibility to pass along the understanding of public services and their benefits; and

WHEREAS, Florida City Government Week offers an important opportunity for elected officials and city staff to spread the word to all citizens of Dania Beach that they can shape and influence this branch of government; and

WHEREAS, the Florida League of Cities and its member cities have joined together to teach citizens about municipal government through a variety of activities.

NOW, THEREFORE, on behalf of the Dania Beach City Commission, I, Tamara James, Mayor of the City of Dania Beach, Florida, do hereby proclaim **October 17-23, 2022** as

Florida City Government Week

in the City of Dania Beach, Florida and encourage our citizens, elected officials, and city team members to participate in events celebrating Florida City Government Week.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK



TAMARA JAMES
MAYOR

SEA IT. LIVE IT. LOVE IT.

MINUTES OF HYBRID REGULAR MEETING
DANIA BEACH CITY COMMISSION
WEDNESDAY, SEPTEMBER 14, 2022 – 7:00 P.M.

1. Call to Order/Roll Call

Mayor James called the meeting to order at 7:02 p.m.

Present:

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

2. Moment of Silence and Pledge of Allegiance

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

3. Presentations, Special Event Approvals, and First Budget Public Hearings

3.1 Update on City property values by Marty Kiar, Broward County Property Appraiser

Mr. Kiar addressed the functions of his office, the TRIM notice, where Dania Beach is right now with property values, and the Owner Alert program to deal with title fraud.

City Attorney Boutsis noted this announcement is for tonight's Budget Hearing for the City of Dania Beach, Florida for Fiscal Year 2022-2023.

City Attorney Boutsis announced:

The proposed OPERATING MUNICIPAL MILLAGE will be 5.9998 MILLS, which reflects no change from the City's current fiscal year millage rate. This operating millage rate represents a 10.53% increase over the rolled back rate of 5.4281 MILLS as computed in accordance with the provisions of Section 200.065(1), Florida Statutes.

The voter-approved debt service millage rate is 0.1330 mills in accordance with the provisions of law pursuant to Chapter 200, Florida Statutes.

The City's aggregate millage rate is 6.1328 mills (5.9998 mills for operating and 0.1330 mills for debt service).

The final hearing for the Budget and ad valorem tax Millage will be held at:

Dania Beach City Hall
100 West Dania Beach Boulevard, Dania Beach, FL
Tuesday, September 27, 2022
7:00 p.m.

3.2 RESOLUTION #2022-138 PUBLIC HEARING

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AS REQUIRED BY THE CITY CHARTER AND SECTION 200.065, FLORIDA STATUTES, APPROVING THE PROPOSED MILLAGE RATE NECESSARY TO BE LEVIED FOR THE FISCAL YEAR 2022-2023 FOR OPERATING PURPOSES; ESTABLISHING THE DEBT MILLAGE APPROVED BY THE ELECTORATE; PROVIDING FOR A PUBLIC HEARING WHEN AND WHERE OBJECTIONS MAY BE HEARD AND QUESTIONS CONCERNING THE SAME WILL BE ANSWERED; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Finance)*

City Attorney Boutsis read the title of Resolution #2022-138.

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

Vice-Mayor Salvino motioned to adopt Resolution #2022-138; seconded by Commissioner Lewellen. The motion carried unanimously.

3.3 RESOLUTION #2022-139 PUBLIC HEARING

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, RELATING TO THE IMPOSITION OF FIRE RESCUE ASSESSMENTS AND PROVISION OF FIRE PROTECTION SERVICES, FACILITIES AND PROGRAMS IN THE CITY OF DANIA BEACH, FLORIDA; CONFIRMING, SUPPLEMENTING, AND AMENDING THE PRELIMINARY RATE RESOLUTION; REIMPOSING FIRE RESCUE ASSESSMENTS WITH UPDATED ASSESSMENT RATES AGAINST ASSESSED PROPERTY LOCATED WITHIN THE CITY OF DANIA BEACH FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022; APPROVING THE RATES OF ASSESSMENT; APPROVING THE FINAL ASSESSMENT ROLL; PROVIDING FOR EFFECT OF ADOPTION OF RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE. *(Finance)*

City Attorney Boutsis read the title of Resolution #2022-139.

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

Vice-Mayor Salvino motioned to adopt Resolution #2022-139; seconded by Commissioner Lewellen. The motion carried unanimously.

3.4 RESOLUTION #2022-140 PUBLIC HEARING

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, RELATING TO THE PROVISION OF STORMWATER MANAGEMENT SERVICES IN THE CITY OF DANIA BEACH, FLORIDA; IMPOSING AND RE-IMPOSING STORMWATER ASSESSMENTS AGAINST PROPERTY LOCATED WITHIN THE CITY OF DANIA BEACH FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022; APPROVING THE RATE OF ASSESSMENT; APPROVING THE ASSESSMENT ROLL; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Finance)*

City Attorney Boutsis read the title of Resolution #2022-140.

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

Vice-Mayor Salvino motioned to adopt Resolution #2022-140; seconded by Commissioner Lewellen. The motion carried unanimously.

3.5 RESOLUTION #2022-141 PUBLIC HEARING

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, RELATING TO THE PROVISION OF SOLID WASTE SERVICE ASSESSMENTS IN THE CITY OF DANIA BEACH, FLORIDA; RE-IMPOSING SOLID WASTE SERVICE ASSESSMENTS AGAINST ASSESSED PROPERTY LOCATED WITHIN THE BOUNDARIES OF THE CITY OF DANIA BEACH FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022; APPROVING THE RATE OF ASSESSMENT; APPROVING THE ASSESSMENT ROLL; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Finance)*

City Attorney Boutsis read the title of Resolution #2022-141.

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

Vice-Mayor Salvino motioned to adopt Resolution #2022-141; seconded by Commissioner Lewellen. The motion carried unanimously.

3.6 RESOLUTION #2022-142 PUBLIC HEARING

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AS REQUIRED BY THE CITY CHARTER AND SECTION 200.065, FLORIDA STATUTES, APPROVING A TENTATIVE ANNUAL BUDGET FOR THE CITY FOR THE FISCAL YEAR 2022-2023; PROVIDING FOR A PUBLIC HEARING WHEN OBJECTIONS WILL BE HEARD AND QUESTIONS CONCERNING THE BUDGET WILL BE ANSWERED; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Finance)*

City Attorney Boutsis read the title of Resolution #2022-142.

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

Vice-Mayor Salvino motioned to adopt Resolution #2022-142; seconded by Commissioner Lewellen. The motion carried unanimously.

- 3.7 Special Event request from Loggerhead Marinelife Center for the Tour de Trash Underwater Pier & Beach Clean-Up to be held at 300 North Beach Road on September 15, 2022 from 10:00 a.m. - 7:45 p.m. The applicant is requesting a waiver of application and parking fees. (*Parks & Recreation*)

Vice-Mayor Salvino motioned to approve the Special Event request for the Tour de Trash Underwater Pier & Beach Clean-Up, including the waiver of fees; seconded by Commissioner Lewellen. The motion carried unanimously.

4. Proclamations

There were no proclamations at this meeting.

5. Citizen Comments

Robert Rock, 225 SW 15 Street, distributed to the Commission copies of Notices of Violation posted on his property and said the notices are illegible and requested a different process be implemented. He complained about the \$100 administrative fee charged for a code case taken to the Special Magistrate and requested to have the fee waived.

City Attorney Boutsis said she has seen the notices and they are legible.

Mayor James noted staff would investigate this and reach out to him.

Ivy Bennett, 325 Phippen Waiters Road, #1-2, questioned the proposed tax increases in certain line items and the difference in millage rates across municipalities.

Mayor James asked Ms. Bennett to speak with Chief Financial Officer DiPaolo.

Gigi Stetler, Planet RV, 2051 Griffin Road, spoke about code violations issued to her property and said she is struggling with the code interpretation regarding storage containers.

Mayor James noted the Commission has the legal opinion from the City Attorney; if Ms. Stetler would like to appeal, she can.

City Attorney Boutsis addressed the options available to Ms. Stetler.

Mayor James asked Ms. Stetler to work with Community Development and the City Attorney to resolve her issue.

6. Public Safety Reports

Captain Daniel Marks, BSO Chief of Police, reported on recent criminal activity in the City, and noted upcoming events including Coffee with a Cop at the Dania Pointe Starbucks, Annual National Night Out and Fall Festival at CW Thomas Park, and Shred-a-Thon at Bass Pro Shops. Captain Marks thanked the City on behalf of Dania Beach BSO for their support and the addition of new deputies.

Captain Sergio Pellecer, BSO District Fire Chief, thanked everyone who came out for the September 11 commemoration and the City Team who assisted in putting the event together. He gave an update on departmental activities including CPR and ACV training, ISO inspections, firefighter annual physicals, fire inspections, and call volumes. He recognized former firefighters who were great influences on him in his early career.

7. Consent Agenda

Items removed from Consent Agenda: #7.7, #7.8

7.1 Minutes:

Approve Minutes of August 23, 2022 City Commission Hybrid Meeting

Approve Minutes of August 30, 2022 City Commission Hybrid Budget Workshop

7.2 Travel Requests: None

Resolutions

7.3 RESOLUTION #2022-143

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN ENGAGEMENT LETTER THAT EXCEEDS THE ANNUAL VENDOR THRESHOLD TOTAL AMOUNT OF TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00), WITH RONALD L. BOOK, P.A., FOR CONSULTING (LOBBYIST) SERVICES RELATED TO ISSUES OF CONCERN TO THE CITY OF DANIA BEACH INCLUDING MATTERS ASSOCIATED WITH BROWARD COUNTY AS WELL AS GENERAL LEGISLATION AND RELATED ISSUES AT THE STATE LEVEL IN AN AMOUNT NOT TO EXCEED FIFTY FIVE THOUSAND DOLLARS (\$55,000.00) FOR FISCAL YEAR 2022-2023; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(City Attorney)*

7.4 RESOLUTION #2022-144

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING EXECUTION OF AN AGREEMENT PURSUANT TO CITY REQUEST FOR QUALIFICATIONS ("RFQ") NO. 21-024 ENTITLED, "CONSTRUCTION MANAGEMENT AT RISK SERVICES" FOR C.W. THOMAS PARK IMPROVEMENTS RELATED TO THE NEW CONSTRUCTION AT THE PARK TO BURKHARDT CONSTRUCTION, INC., IN THE AMOUNT OF NINETY ONE THOUSAND FIFTEEN DOLLARS (\$91,015.00) FOR PRE-CONSTRUCTION SERVICES, WITH A MUTUALLY AGREED UPON GUARANTEED MAXIMUM PRICE ("GMP") TO BE PROVIDED ONCE THE DESIGN REACHES NINETY PERCENT (90%) COMPLETE AND ESTABLISHING THE PROCESS FOR CONSTRUCTION SERVICES ONCE GMP IS APPROVED; AND TO EXCEED AN ANNUAL VENDOR EXPENDITURE THRESHOLD OF TWENTY FIVE THOUSAND DOLLARS (\$25,000.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Parks & Recreation)*

7.5 RESOLUTION #2022-145

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE AMENDMENT OF WATER RATES PURSUANT TO SECTION 27-5 OF CHAPTER 27 OF THE CODE OF ORDINANCES ENTITLED “COMMENCEMENT OF CHARGES” TO UPDATE THE COMMERCIAL / SPRINKLERS / LAUNDROMATS COMPONENT OF THE RATE STRUCTURE; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

7.6 RESOLUTION #2022-146

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT WITHOUT COMPETITIVE BIDDING AND WITHOUT ADVERTISEMENT FOR BIDS, WITH GABOTON GROUP, LLC TO PROVIDE FEDERAL PUBLIC AFFAIRS LOBBYIST AND LEGISLATIVE SERVICES, IN AN AMOUNT NOT TO EXCEED FORTY-FIVE THOUSAND DOLLARS (\$45,000.00) EFFECTIVE OCTOBER 1, 2022 THROUGH SEPTEMBER 30, 2023; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(City Attorney)*

Commissioner Lewellen motioned to adopt the Consent Agenda, with the exception of Item #7.7 and #7.8; seconded by Vice-Mayor Salvino. The motion carried unanimously.

7.7 ORDINANCE #2022-027

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING THE CITY CODE OF ORDINANCES RELATING TO THE POLICE AND FIREFIGHTERS RETIREMENT SYSTEM; AMENDING CHAPTER 18, ENTITLED “PENSION AND RETIREMENT”, AT ARTICLE IV, ENTITLED “POLICE AND FIREMEN”, AT SECTION 18-42, ENTITLED “BENEFIT AMOUNTS AND ELIGIBILITY”, TO PROVIDE FOR AN ADDITIONAL POLICE AND FIREFIGHTERS RETIREMENT BENEFIT; PROVIDING FOR A SAVINGS CLAUSE; PROVIDING FOR A REPEALER; AND PROVIDING FOR AN EFFECTIVE DATE. **(FIRST READING)** *(Finance)*

City Attorney Boutsis read the title of Ordinance #2022-027.

Frank DiPaolo, Chief Financial Officer, gave a presentation on the code amendment.

Vice-Mayor Salvino motioned to adopt Ordinance #2022-027, on first reading; seconded by Commissioner Lewellen. The motion carried unanimously.

7.8 ORDINANCE #2022-028

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 2, ENTITLED “ADMINISTRATION,” TO AMEND SECTION 2-10, ENTITLED “MONETARY THRESHOLDS FOR CERTAIN PURCHASES AND PAYMENT DISBURSEMENT AUTHORIZATIONS” TO INCREASE THE MONETARY THRESHOLD FROM TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) TO FIFTY THOUSAND DOLLARS (\$50,000.00); ALSO, AMENDING SECTION 2-17, ENTITLED “ADVANCE CITY COMMISSION APPROVAL OF CAPITAL PROJECTS AND PURCHASES INVOLVING BIDDING”, TO INCREASE THE CAPITAL PROJECTS APPROVAL THRESHOLD FROM TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) TO FIFTY THOUSAND DOLLARS (\$50,000.00) AND THE PROCESS

FOR PROCURING SERVICES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. **(FIRST READING)** *(Finance)*

City Attorney Boutsis read the title of Ordinance #2022-028.

Frank DiPaolo, Chief Financial Officer, addressed the code amendments.

Sasha Ramos, Procurement Administrator, explained the proposed purchasing thresholds.

Mayor James asked which ones they would not have to go out and get bids for.

Procurement Administrator Ramos responded anything under \$5,000.00 with the proposed changes.

Vice-Mayor Salvino motioned to adopt Ordinance #2022-028, on first reading; seconded by Commissioner Lewellen. The motion carried unanimously.

8. Bids and Requests for Proposals

8.1 RESOLUTION #2022-147

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT WITH SMITH ENGINEERING CONSULTANTS, INC., THE SECOND-RANKED ENGINEERING DESIGN FIRM FOR THE BACKUP POWER TO THE POLICE SUBSTATION IN THE AMOUNT OF TWENTY-EIGHT THOUSAND DOLLARS (\$28,000.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

City Attorney Boutsis read the title of Resolution #2022-147.

Mayor James asked what did not go right with negotiations with the first firm.

Colin Donnelly, CIP & Grants Administrator, explained the first firm did not understand the scope of the project. He noted the second firm was the most cost effective.

Vice-Mayor Salvino motioned to adopt Resolution #2022-147; seconded by Commissioner Lewellen. The motion carried unanimously.

8.2 RESOLUTION #2022-148

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE AWARD OF INVITATION TO BID (“ITB”) NO. 22-024 “ACCELATOR CLEANING AND UPGRADES (RE-BID)” TO BOROMEI CONSTRUCTION, INC. IN AN AMOUNT NOT TO EXCEED FOUR HUNDRED FIVE THOUSAND DOLLARS (\$405,000.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

City Attorney Boutsis read the title of Resolution #2022-148.

Mayor James asked what accelerator cleaning and upgrades is.

Colin Donnelly, CIP & Grants Administrator, explained that this is part of the lime plant and the accelerator is like a big mixing bowl that mixes the lime in with the water to start the chemical treatment and cleaning and said this is part of our CIP.

Mayor James asked if this is the one that is funded federally.

CIP & Grants Administrator Donnelly said no, this is just regular maintenance.

Commissioner Lewellen motioned to adopt Resolution #2022-148; seconded by Vice-Mayor Salvino. The motion carried unanimously.

9. Public Hearings

9.1 ORDINANCE #2022-029

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 22, ENTITLED “STREETS AND SIDEWALKS”, AT SECTION 22-5, ENTITLED “PAVEMENT, IMPROVEMENT AND USE OF SWALE AREAS”; AMENDING CHAPTER 28, ENTITLED “LAND DEVELOPMENT CODE”, AT ARTICLE 415 ENTITLED “SIDEWALKS AND SWALES” TO UPDATE ALLOWABLE SWALE TREATMENTS; AND AMENDING ARTICLE 725, ENTITLED “DEFINITIONS”, AT SECTION 725-30 ENTITLED “TERMS DEFINED” TO INCLUDE FLORIDA FRIENDLY LANDSCAPING AND XERISCAPE; PROVIDING FOR CODIFICATION, PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE. **(FIRST READING)** *(Community Development)*

City Attorney Boutsis read the title of Ordinance #2022-029.

Corinne Lajoie, Assistant Director of Community Development, gave a PowerPoint presentation on the text amendment for swale treatments which is attached to and incorporated into these minutes.

Vice-Mayor Salvino asked where the swale areas are going to go.

Community Development Assistant Director Lajoie responded they already exist; they are the right of way areas outside of the pavement along all streets.

Vice-Mayor Salvino asked what this means for the swales outside of single-family homes and these single-family homes that already exist.

Community Development Assistant Director Lajoie said currently, the adjacent property owners are required to maintain those swale areas.

Vice-Mayor Salvino questioned if they already have a flat area that is there if they are not required to put this swale area in.

Community Development Assistant Director Lajoie noted they will not be required to re-grade under normal circumstances. That may be something in the future that Public Services goes through as a water management process.

Vice-Mayor Salvino asked if this is going to be a new requirement when someone pulls a permit for a new home.

Community Development Assistant Director Lajoie said yes.

Vice-Mayor commented he thinks it is conflict and he does not agree with it.

Community Development Assistant Director Lajoie noted this amendment is going to allow a variety of different treatments.

Vice-Mayor Salvino asked what the true code is and what is allowed.

Community Development Assistant Director Lajoie responded turf block is allowed but concrete is not permitted, as it would prevent percolation.

Vice-Mayor Salvino said he is confused why suddenly this ordinance would be put in place when there is not a lot of single-family housing left in our City.

Community Development Assistant Director Lajoie explained we have repeated code violations, and this is a way to help resolve some of those issues. In addition, this is a way to preserve potable water; this alternate material was a way to allow that as well.

Vice-Mayor Salvino felt we are opening another can of worms; we are going from one way of violating to maintaining a certain swale area and that may not be appropriate

Deputy City Manager Sosa-Cruz explained this ordinance does not require anything from homeowners. It expands what homeowners are allowed to plant or how to treat the swale and it is not just for single-family, but also for any property; commercial, multi-family or residential. This is expanding the options. There is no requirement.

Vice-Mayor Salvino said okay that helps.

City Manager Garcia explained it allows a variety of landscaping.

Vice-Mayor Salvino commented if the ordinance is opening up to allow doing different things, that is great and he agrees with that. He does not like an ordinance defining what you must do.

Community Development Assistant Director Lajoie noted this is intended to provide more options.

Commissioner Davis said she knows from personal experience there are a lot of complaints about rocks being in the swale. She had no idea that was even an issue. There are residents who

will question the specifics. She asked how specific we are going to be and if we are going to still cite people if it is not $\frac{3}{4}$ gravel.

Community Development Assistant Director Lajoie explained the intent is not for Code to go out and measure rocks. It is to provide guidance as to the type of rock to place.

Commissioner Lewellen asked if the turf is the newer version of AstroTurf.

Community Development Assistant Director Lajoie said it is intended to be live vegetation.

Commissioner Lewellen asked about the AstroTurf that looks like real grass. She has been asked by several residents who want to put that in their yard and incorporate the swale to make it consistent.

Community Development Assistant Director Lajoie noted we would have to look at the product details to make sure the permeability is still there.

Commissioner Lewellen said she believes that it is.

Mayor James asked if we are going to be able to decide which ones we would be okay with as some designs are not appealing. She reiterated the Vice-Mayor's concerns with new homes as to whether it is just if they want to do it, we are providing them with several options.

Community Development Assistant Director Lajoie responded yes.

Mayor James asked for clarification regarding what was said about changing the grade.

Community Development Assistant Director Lajoie noted the regrading would fall on the City; we are not going to ask the homeowners to do that.

Mayor James said the xeriscape is for areas that are susceptible to drought; she knows of no areas in Dania Beach that are susceptible to drought and would need xeriscape. We need to think about what we are allowing.

Community Development Assistant Director Lajoie explained this amendment would allow gravel in the swales. We also have a provision that would allow gravel in the driveway, and we require them to maintain the gravel onsite and if there were an issue, Code Enforcement would go out and cite them.

Mayor James asked if the Commission is going to be able to discuss the different types. She does not think that some of them go with the beautification that we are trying to achieve in the City.

Commissioner Odman said she is okay with them because she thinks we get too into the weeds by saying what is pretty and what is not. Perhaps more pictures of it done nicely in other cities

would be helpful. She knows what the Commission is thinking as to why it does not look right. She felt examples would be helpful.

Mayor James noted she is thinking of current properties she reports to the City that need to be fined because they have zero grass and look terrible.

Commissioner Odman asked if Community Development Assistant Director Lajoie has seen the pictures because maybe then she could explain why those would not be okay.

Mayor James requested that for second reading, we have more detailed examples for landscaping.

City Manager Garcia agreed; between first and second reading, staff would bring those photos and investigate the percolation associated with turf grass. Aesthetics are very important to our team. If the Commission has photos of things they find are not acceptable, they should forward those photos to her so they can sit down and make sure that those will not be acceptable.

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

Vice-Mayor Salvino motioned to adopt Ordinance #2022-029, on first reading; seconded by Commissioner Lewellen. The motion carried unanimously.

9.2 RESOLUTION #2022-149

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE "JURADO PLAT" (PL-054-22), SUBMITTED BY LEIGH ROBINSON KERR & ASSOCIATES, INC., ON BEHALF OF HYDRASOURCE CORP, FOR THE PROPERTY LOCATED AT 3581 SW 26TH TERRACE WITHIN THE CITY OF DANIA BEACH, FLORIDA, AS LEGALLY DESCRIBED IN EXHIBIT "A", A COPY OF WHICH IS ATTACHED TO THIS RESOLUTION; PROVIDING FOR CONDITIONS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. (*Community Development*)

City Attorney Boutsis read the title of Resolution #2022-149.

Corinne Lajoie, Assistant Director of Community Development, gave an overview of the plat request for Hydrasource Corp.

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

Commissioner Lewellen motioned to adopt Resolution #2022-149; seconded by Vice-Mayor Salvino. The motion carried unanimously.

9.3 RESOLUTION #2022-137

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE WAIVER OF REPLAT REQUEST (OT-064-22) SUBMITTED BY THE PROPERTY OWNER, THE CITY OF DANIA BEACH, FOR THE PROPERTY GENERALLY LOCATED AT 100 NORTHWEST 8TH AVENUE

IN THE CITY OF DANIA BEACH, FLORIDA, AS LEGALLY DESCRIBED IN EXHIBIT “A”; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Continued from August 23, 2022) (Community Development)*

City Attorney Boutsis read the title of Resolution #2022-137.

Corinne Lajoie, Assistant Director of Community Development, gave a presentation on the waiver of replat request for C.W. Thomas Park.

Mayor James asked what the issue at the last meeting was that the item had to be continued.

Community Development Assistant Director Lajoie explained the resolution was missing the platting letter from the County and the legal description of the property.

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

Vice-Mayor Salvino motioned to adopt Resolution #2022-137; seconded by Commissioner Lewellen. The motion carried unanimously.

10. Discussion and Possible Action

There were no discussion items on this agenda.

11. Commission Comments

11.1 Commissioner Davis

Commissioner Davis requested to use her contingency funds for a piece of artwork for beautification of City Hall for her to donate. She distributed a handout of the options, which is attached to and incorporated into these minutes. She noted the artwork ranges between \$5,000.00 to \$7,000.00.

Mayor James asked which option Commissioner Davis wanted.

Commissioner Davis said it would go above the flag outside the Chamber; she does not have a specific option.

The Commission agreed to Commissioner Davis’ request.

Commissioner Davis noted she is requesting to use \$3,000 from her contingency for the Panther sponsorship of the 2022 Southeast Florida Regional Climate Leadership Summit on December 8 and 9. All Commissioners could attend, and she will provide more information.

Mayor James asked if City staff could participate as a vendor.

City Manager Garcia said she wants to get with Commissioner Davis and get more information on how we participate from an educational perspective or for a vendor opportunity for us.

The Commission had no issues with Commissioner Davis' request.

Commissioner Davis thanked Chief Pellecer for the 9/11 commemoration last Sunday, as well as the City Manager and residents who attended. She also thanked everyone for attending the butterfly crosswalk ribbon-cutting ceremony and the groundbreaking for Lucky Fish. She thanked staff who attended the Solid Waste Management Group meeting yesterday in Sunrise.

11.2 Commissioner Lewellen

Commissioner Lewellen spoke of the 9/11 commemoration ceremony and the recent Dania After Dark event. She thanked BSO officers for stopping traffic for the butterfly crosswalk ribbon cutting. She said she was glad to see so many residents at the groundbreaking of Lucky Fish.

Commissioner Lewellen noted she was appointed by the Florida League of Cities for a board position on a Legislative Policy Committee for Transportation and Intergovernmental Relations and is looking forward to her first meeting on Friday.

11.3 Commissioner Odman

Commissioner Odman congratulated Commissioner Lewellen on her appointment. She said her outgoing wish is to put something on the wall other than the flower picture that is currently there.

11.4 Vice-Mayor Salvino

Vice-Mayor Salvino said he is excited about the employee appreciation picnic that is coming up. We are acquiring prizes that will be raffled off to the employees at no charge and he has acquired a 55-inch TV that will be part of the raffle.

11.5 Mayor James

Mayor James asked for approval of funding from her contingency for art on the Quarterdeck wall. She will come back with the design and an invoice at the next meeting so that it can be paid from this fiscal year. She has been speaking with them about a design.

Commissioner Davis questioned if it would need to go through the Public Art process.

Mayor James noted she needs clarification on what is considered public art or not.

Commissioner Davis said her understanding is when the purpose of the art is to attract the public to it; something that is an attraction to the City. Something inside a building is not going to attract people to the City.

Commissioner Lewellen commented she has no issue with it but asked if the Commission is going to see what it is before it is put up and advised of the cost of it.

Mayor James said at the next meeting, she would have the design and invoice.

Commissioner Odman noted both art requests are public art under the current policy.

City Attorney Boutsis said she will give direction before the next meeting as to whether it comes under the Art in Public Places.

Mayor James asked about the projects that came before.

Attorney Boutsis responded they were done before we had the board in place.

Mayor James said she would like to put those stipulations in place for the next fiscal year.

City Attorney Boutsis noted she wants to make sure we are not violating any ordinances.

12. Appointments

There were no appointments on this agenda.

13. Administrative Reports

13.1 City Manager

City Manager Garcia thanked the Commission and said it has been a busy 48 hours; the Strategic Plan continues to align everything that we are doing. Included in her report are three pages of code cases through the Special Magistrate. We are on top of everything that you are seeing that is aligned with aesthetics and safety. We have removed the old water fountains on the first and second floor and replaced them with water bottle stations.

City Manager Garcia noted she gave each Commissioner a book called StrengthsFinder and explained it is one of two books the senior team is reading. It is about building on strengths instead of weaknesses. She thinks the Commission will enjoy it on their path to leadership.

City Manager Garcia said she will be the guest speaker at the upcoming PEA luncheon on October 7th. Every time we get an opportunity to showcase our City and to talk about the renaissance of Dania Beach, we are going to take it. On October 22nd, we are having our First Annual Employee Appreciation Picnic to honor our employees; this is at no cost to the City as we were able to get sponsorships. It will be an opportunity to come together as a team and meet family members that we have not met.

City Manager Garcia reported she has reached out to Natalie Martinez from Jet Blue. Natalie is the key individual on all things related to Government Affairs. We want to continue that relationship with Jet Blue as we had with Spirit. Everything has been moving along regarding the project that started with Spirit. Being able to meet with the executives of Jet Blue lets them know how much we value them and what we can continue to do to work together.

City Manager Garcia noted following approval for the new positions for next fiscal year, she immediately met with Chief Human Resources Officer Gonzalez, City Attorney Boutsis, Broward Sheriff's Office and Broward Sheriff's Office Fire Rescue so that we can be ahead of the other cities we are competing with.

City Manager Garcia thanked the Commission and the City Team.

13.2 City Attorney Hollywood annexation report

City Attorney Boutsis reviewed the Hollywood resolution included in the agenda packet and gave an update on the annexation process moving forward. She noted the terms to be negotiated in the resolution and questioned if the Commission wanted to put a time limit on the Hollywood residential parking passes, which they requested for Monday-Friday in perpetuity. She would like the Commission to give a recommendation on a time limit.

Mayor James said she does not agree with that and questioned what happens if the passholders move and how we would know if they had a parking decal forever.

City Manager Garcia explained to purchase or renew, they would have to show proof of residency. As City Attorney Boutsis said, we are good with everything, but we do not want it to be in perpetuity. She does not have much of a problem with Monday through Friday because we said no to the weekends. She asked the Commission if they would like us to come back and say not to exceed 10 years and in 10 years, we revisit it again.

City Attorney Boutsis noted that a representative from the City of Hollywood is in the audience.

Mayor James felt we should limit the amount of parking spaces; she would dislike our parking garage being taken over by things that are not revenue-generating for us. Our residents are paying to park; she would not want all our spaces used and our residents not be able to park there.

City Manager Garcia said our residents and our residents' parking passes would be honored; we are looking to build approximately 300-400 spaces.

Vice-Mayor Salvino commented the City Attorney of Hollywood did a great job negotiating for the City of Dania Beach. The City of Hollywood wanted many more items that were not conducive to our parking garage. It is a compromise. He does not see that we would fill up the parking garage with both Dania Beach and Hollywood residents at the same time during the middle of the week with 400 parking spots. The weekend is a different story and that is why we

put a limit on it. He understands putting a time limit on it. They were able to get it down to two items. If we do not negotiate, we do not get it. He thought it was a good deal and he knows the City Manager and City Attorney thought it was a good deal.

Commissioner Lewellen asked if we know what they pay for their parking pass in Hollywood. She does not really have an issue with it, but she does not want it to be 10 years; she would say no more than two years and come back and revisit it. She wants to make sure we are not signing onto something that will take 5-10 years to come back and address again.

City Manager Garcia noted at the end of the day, that waterfront property really has a value. They come from all over to our beach; she wants them to understand the desire for anyone to come and use our garage is because they are going to spend money at Lucky Fish and Quarterdeck.

Commissioner Lewellen said she hopes that is the case. Her concern is that it is at the south end of the beach, and you can go on our beach and walk to Hollywood. She does not disagree that it is a valuable piece property and they should get something in exchange for it. She wants to make sure it does not disrupt our residents and they go over to Tiki Tiki or the Renaissance.

City Manager Garcia noted we are always going to put our residents first. We did not think it was responsible for perpetuity, instead maybe five to ten years.

Commissioner Lewellen questioned whether it would be five years from today or five years from when Lucky Fish is built.

City Attorney Boutsis responded five years from when the parking garage is built.

Commissioner Lewellen said she still thinks five years is a long time and she would be willing to go maybe three years.

Commissioner Davis commented she did have the opportunity to watch the portion of the presentation by the Vice-Mayor and the City Attorney of Hollywood. She heard there was a lot of back and forth and they were able to whittle it down to just a few items. It would be irresponsible to say in perpetuity. She agrees with the City Manager and thinks five to ten years; give it a reasonable time frame so that we are still partnering with Hollywood and being good neighbors.

Andria Wingett, Assistant Director of Development Services, City of Hollywood, said she is not here today to negotiate or discuss the terms of the agreement. She is here in support of City Manager Garcia and everybody in this joint venture. It is mutually beneficial to Dania Beach and Hollywood to construct a parking garage. She addressed parking passes issued by Hollywood, which cost \$160 and are renewed annually.

Vice-Mayor Salvino noted we should leave it in the hands of the negotiators. If we start demanding, they are going to change their vote and we are going to be stuck without a parking garage. If we lose this parking garage, everyone is going to be sorry. Lucky Fish will not

survive down there without the parking garage. No one has as much knowledge as our staff does as far as negotiating terms and agreements.

Mayor James said everyone's opinions are valid. She asked who would support up to ten years and Vice-Mayor Salvino and Commissioner Davis noted they favor up to ten years.

Mayor James asked who would support up to five years and Commissioners Odman and Lewellen and Mayor James noted they favor up to five years.

Mayor James said she hears that Vice-Mayor Salvino wants to add the option for renewal of five years.

Vice-Mayor Salvino responded yes.

The consensus of the Commission was up to five years with the option for renewal of five years.

13.3 City Clerk - Reminders

Tuesday, September 27, 2022 - 7:00 p.m.

Tuesday, October 11, 2022 - 5:30 p.m.

Tuesday, October 11, 2022 - 7:00 p.m.

Tuesday, October 25, 2022 - 7:00 p.m.

City Commission Meeting

CRA Board Meeting

City Commission Meeting

City Commission Meeting

14. Adjournment

Mayor James adjourned the meeting at 9:08 p.m.

ATTEST:

CITY OF DANIA BEACH

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Consent Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)

TO APPROVE AND ADOPT A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT WITH CHEN MOORE & ASSOCIATES, INC., THE HIGHEST RANKED ENGINEERING DESIGN FIRM FOR THE CITYWIDE STORMWATER MASTER PLAN, AS RELATED TO REQUEST FOR QUALIFICATIONS (“RFQ”) NO. 22-023 IN THE AMOUNT OF ONE MILLION SEVENTY-SIX THOUSAND FIVE HUNDRED THIRTY-FIVE DOLLARS (\$1,076,535.00); AND AUTHORIZING THE CITY TO EXCEED THE ANNUAL VENDOR THRESHOLD TOTAL AMOUNT OF FIFTY THOUSAND DOLLARS (\$50,000.00); 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-SWMP-1M-AWARD-101122 (003) (004), R 2022- Chen Moore and Associates, Inc. Agreement for Citywide Stormwater Master Plan (RFQ 22-023), O-2022-014 Authorize Expenditure of Funds Exceeding \$1M for Citywide Stormwater Master Plan Project executed, Chen Moore and Associates Inc. Agreement for Stormwater Master Plan Engineering Services (RFQ 22-023) with Exhibits



CITY OF DANIA BEACH PUBLIC SERVICES DEPARTMENT

MEMORANDUM

DATE: October 11, 2022

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 CHEN MOORE & ASSOCIATES FOR RFQ NO. 22-023 "PROFESSIONAL ENGINEERING SERVICES FOR THE CITYWIDE STORMWATER MASTER PLAN"

Request

The Public Services Department (PSD) requests the adoption of a resolution authorizing the award of RFQ 22-023, "Professional Engineering Services for the Citywide Stormwater Master Plan," to Chen Moore and Associates for developing a Stormwater Master Plan.

Background

The City entered into an Agreement with the Florida Department of Economic Opportunity (DEO) by Resolution 21-166 to develop a Citywide Stormwater Master Plan (SWMP). The \$795,000 cost of SWMP will be funded by the Community Development Block Grant (CDBG). The remaining project cost, or \$281,535, will be funded by the City.

On March 22, 2022, the City Commission adopted Ordinance No. 2022-014 to authorize the expenditure of over one million dollars for the Citywide Stormwater Master Plan Project.

Since federal funds will be used in this project, federal procurement rules will not allow the City to use firms by utilizing a continuing services contract with existing consultants. On June 3, 2022, the City issued a Request for Qualifications (RFQ) 22-023. A month later the City received responses from Chen Moore & Associates; Craig A. Smith & Associates; KCI Technologies, Inc.; and R.J. Behar & Company, Inc.

The City Selection Committee, consisting of the Deputy Director of Public Services, the Project Manager, and the CIP and Grant Administrator, met on July 11, 2022, to review and evaluate the four (4) proposals. As a result, the Bid Committee selected and recommended the award of RFQ 22-023 to Chen Moore & Associates (CMA).

\continued...



**TO EXECUTE AN AGREEMENT WITH CHEN MOORE & ASSOCIATES FOR RFQ NO. 22-023
SSIONAL ENGINEERING SERVICES FOR THE CITYWIDE STORMWATER MASTER PLAN**

On August 23, 2022, the Commission adopted Resolution 2022-131, approving the ranking of consultants for professional engineering design services RFQ 22-023, and authorized the Public Services Department (PSD) to negotiate an agreement with CMA, the top-ranked firm.

The PSD negotiated a contract with CMA for designing the Citywide Stormwater Master Plan in the amount of \$1,076, 535.

Budgetary Impact

Funding in the amount of \$1,060.000.00 is currently available in the Stormwater Management Infrastructure Improvement other than Buildings Account No. 403-38-32-538-31-10, of which \$795,000.00 will be reimbursed through the grant from the Florida DEO. The remaining amount of \$16,535.00 will be appropriated from the Stormwater Contingency Fund Account No. 403-38-01-538-99-10.

Recommendation

It is recommended that the City Commission adopt a resolution authorizing the execution of a contract with CMA to design a citywide stormwater master plan.

RESOLUTION NO. 2022-158

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT WITH CHEN MOORE & ASSOCIATES, INC., THE HIGHEST RANKED ENGINEERING DESIGN FIRM FOR THE CITYWIDE STORMWATER MASTER PLAN, AS RELATED TO REQUEST FOR QUALIFICATIONS (“RFQ”) NO. 22-023 IN THE AMOUNT OF ONE MILLION SEVENTY-SIX THOUSAND FIVE HUNDRED THIRTY-FIVE DOLLARS (\$1,076,535.00); AND AUTHORIZING THE CITY TO EXCEED THE ANNUAL VENDOR THRESHOLD TOTAL AMOUNT OF FIFTY THOUSAND DOLLARS (\$50,000.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Dania Beach Administration was authorized under Resolution 2021-166 to enter into an agreement with the Florida Department of Economic Opportunity (DEO) for a Community Development Block Grant awarded to develop a citywide stormwater master plan to address overall drainage system requirements in a comprehensive manner; and

WHEREAS, the City Commission adopted Ordinance No. 22-014 authorizing the Expenditure of Funds Exceeding \$1 Million for Citywide Stormwater Master Plan Project; and

WHEREAS, pursuant to Resolution No. 2022-141 on August 23, 2022, 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 Chen Moore & Associates, Inc.; and,

WHEREAS, City Officials negotiated a contract with Chen Moore & Associates, Inc. in the amount of \$1,076,535.00; and

WHEREAS, the total amount for this project will exceed the annual Fifty Thousand Dollars (\$50,000.00) City purchase threshold for a single vendor and, therefore, requires City Commission approval;

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

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

Section 2. That the City Commission of the City of Dania Beach, Florida authorizes the proper City officials to execute a contract for professional engineering services for the design of the citywide stormwater master plan with Chen Moore & Associates, Inc in the amount of One Million Seventy-Six Thousand Five Hundred Thirty-Five Dollars (\$1,076,535.00).

Section 3. That funding in the amount of \$1,060,000.00 is currently available in the Stormwater Management Infrastructure Improvement other than Buildings Account No. 403-38-32-538-31-10, of which \$795,000.00 will be reimbursed through the grant from the Florida Department of Economic Opportunity. The remaining amount of \$16,535.00 will be appropriated from the Stormwater Contingency Fund Account No. 403-38-01-539-99-10.

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 October 11, 2022.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

ORDINANCE NO. 2022-014

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE EXPENDITURE OF CITY FUNDS EXCEEDING ONE MILLION DOLLARS (\$1,000,000.00), WHICH EXPENDITURE IS NOT TO EXCEED THE PROJECT ESTIMATE OF ONE MILLION ONE HUNDRED THOUSAND DOLLARS (\$1,100,000.00) TO FUND THE CITYWIDE STORMWATER MASTER PLAN 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 Citywide Stormwater Master Plan Project will exceed the monetary threshold of \$1,000,000.00; and

WHEREAS, the project expenditure shall not exceed the project estimate of \$1,100,000.00, 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 Citywide Stormwater Master Plan 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.

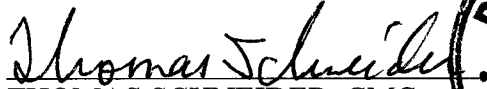
Section 3. That all ordinances or parts of ordinances in conflict with the provisions of this Ordinance are repealed.

Section 4. That this Ordinance shall take effect immediately at the time of its passage and adoption.

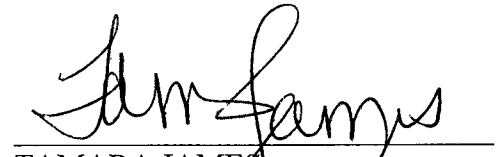
PASSED on first reading on March 8, 2022.

PASSED AND ADOPTED on second reading on March 22, 2022.

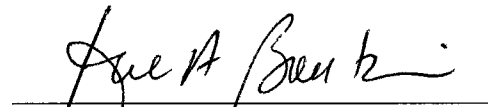
ATTEST:


THOMAS SCHNEIDER, CMC
CITY CLERK




TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:


EVE A. BOUTSIS
CITY ATTORNEY

AGREEMENT

THIS IS AN AGREEMENT (the “Agreement”) entered into on _____, 2022, between the City of Dania Beach, Florida, a Florida municipal corporation, (the “City”) with an address of 100 West Dania Beach Boulevard, Dania Beach, Florida 33004, and Chen Moore and Associates, Inc. (“Consultant”), a Florida corporation, with a mailing address of 500 W. Cypress Creek Road, Suite 630, Fort Lauderdale, Florida 33309.

In consideration of the mutual covenants, terms and conditions contained in this Agreement, and for other good and valuable consideration, the adequacy and receipt of which are acknowledged, the parties agree as follows:

1. Scope of Services. The Consultant agrees to provide services to the City as set forth in the City’s Request For Qualifications (“RFQ”) No. 22-023 entitled “Engineering Services for a Citywide Stormwater Master Plan”. A copy of the RFQ 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.

The Consultant has submitted their Scope of Services and Fee Schedule in response to RFQ No. 22-020 which is attached as Exhibit “B” and is incorporated into this Agreement by this reference.

2. Subcontracts. It is expressly agreed to by the parties that the City shall approve in advance in writing any sub-consultants and the fees to be paid to them by Consultant, prior to any such sub-consultant proceeding with any such work.

3. Term. This Agreement is effective upon execution by all parties and will terminate after completion of the project or on September 30, 2024, whichever occurs first

4. Payment for Services. City agrees to pay Consultant a total amount not to exceed One Million Seventy Six Thousand Five Hundred Thirty Five Dollars (\$1,076,535.00). Prior to seeking any services outside of Consultant’s scope as “Costs not included with proposal”, Consultant shall adhere to the foregoing:

4.1. Any necessary additional work, as determined by City, which is not covered by the scope of service, shall not be undertaken without a written amendment to this Agreement.

4.2. Consultant shall submit its invoices in the format and with supporting documentation as may be required by City.

4.3. City shall pay Consultant monthly for services rendered within thirty (30) calendar days from date of approval of each of Consultant’s invoices by the City Manager, up to the maximum amount of the proposal contained in Exhibit A. If any errors or omissions are discovered in any invoice, City will inform Consultant and request revised copies of all such documents. If any disagreement arises as to payment of

any portion of an invoice, City agrees to pay all undisputed portions and the parties agree to cooperate by promptly conferring to resolve the disputed portion.

4.4. Any invoice which is not timely paid as prescribed above will be subject to the accrual of interest at the statutory rate prescribed by applicable Florida law.

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

5. Licenses, Permits and Fees. In accordance with the Public Bid Disclosure Act, Section 218.80, Florida Statutes, each license, permit, or fee, Consultant 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 licenses, permits and fees required by the City and payable to the City by virtue of the Work, items or services as part of this Agreement are as follows:

5.1. Consultant shall have and maintain during the term of this 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).

6. Indemnification of City. The Consultant shall, in addition to any other obligation, to indemnify the Owner and to the fullest extent permitted by law, indemnify and hold harmless the Owner, including its employees from and against claims, actions, liabilities, losses (including economic losses), or costs arising out of any actual or alleged:

6.1 bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting from, 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 negligent act, error or omission of the Consultant or its subcontractors, 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;

6.2 violation of law, statute, ordinance, governmental administrative order, rule, regulation, or infringement of patent, copyright or trademark rights by Consultant or its subcontractors in the performance of the work all subject to the applicable standard of care;

6.3 liens, claims, actions made by the Consultant or its subcontractors or other party performing the work;

6.4 claims related to collection practices or any actions of a contradictory nature pursuant to Contract or in an attempt to collect monies due or claimed to be due to the Owner.

7. **Insurance Coverage:** The Consultant 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 Consultant's insurance and shall not contribute to the Consultant's insurance. The insurance coverages shall include at a minimum the amounts set forth in this section and may be increased by the Consultant as it deems necessary or prudent.

7.1 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 Consultant. The General Aggregate Liability limit and the Products/Completed Operations Liability Aggregate limit shall be in the amount of \$2,000,000.00 each.

7.2 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 Consultant shall be allowed to provide services pursuant to this RFQ who is not covered by Workers Compensation insurance.

7.3 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.

7.4 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

8. Public Records Law. Consultant shall maintain books, records, documents and other evidence directly pertinent to performance of work under this Agreement in accordance with generally accepted accounting principles and practices. The Consultant shall also maintain the financial information and data used by the Consultant in the preparation of support of any claim for reimbursement for any out-of-pocket expense or cost. The City shall have access to such books, records, documents and other evidence for inspection, audit and copying during normal business hours. The Consultant will provide proper facilities for such access and inspection. Audits conducted under this section shall observe generally accepted auditing standards and established procedures and guidelines of the City. The Florida Public Records Act, Chapter 119 of the Florida Statutes, may have application to records or documents pertaining to this Agreement and Consultant acknowledges that such laws have possible application and agrees to comply with all such laws.

Upon request from the City custodian of public records, Contractor 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.

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 this Agreement are and shall remain the property of the City.

Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Contractor shall be delivered by the Contractor to the City Manager, at no cost to the City, within seven (7) days. All such records stored electronically by Contractor 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 this Agreement, the Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

Any compensation due to Contractor shall be withheld until all records are received as provided in this Agreement.

Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the City.

Section 119.0701(2)(a), Florida Statutes

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.

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

9. Termination.

9.1. Termination of Agreement for Convenience. It is expressly understood and agreed that the City may terminate this Agreement at any time for any reason or no reason at all by giving the Consultant notice by certified mail, return receipt requested, directed to the principal office of the Consultant, thirty (30) days in advance of the termination date. In the event that the Agreement is terminated pursuant to this provision, the Consultant shall be entitled to be compensated for the services rendered from the effective date of execution of the Agreement up to the date of receipt of Notice of termination. Such compensation shall be based on the percentage of work completed, as fairly and reasonably determined by City after conferring with Consultant.

9.2. Termination of Agreement for Cause. If City elects to terminate the Agreement for cause, City will provide Consultant twenty (20) days' advance written notice to the Consultant. If Consultant promptly cures the matter giving rise to the cause within that time, this Agreement shall continue. If not timely cured, the Agreement will stand terminated and the City will pay Consultant for work completed less any costs, expenses and damages incurred by City as a result of such termination. If a court of competent jurisdiction determines that the termination was not authorized under the circumstances then the termination shall be deemed to be a termination for convenience.

10. Ownership of Documents. All correspondence, studies, data, analyses, documents, instruments, applications, memorandums and the like, including drawings and specifications prepared or furnished by Consultant (and Consultant's independent professional sub-consultants or sub-consultants) pursuant to this Agreement shall become owned by and be the property of the City and the City shall consequently obtain ownership of them by any statutory common law and other reserved rights, including copyright; however, such documents are not intended or represented by Consultant to be suitable for reuse by City on extensions of the work or on any other work or project. Any such reuse, modification or adaptation of such document without written verification or permission by Consultant for the specific purpose intended will be at City's sole risk and without liability or legal exposure to Consultant or to Consultant's independent professional sub-consultants. If City alters any such documents, City will expressly acknowledge same so that no third party will be in doubt as to the creation or origination of any such document.

11. Notices. Except as provided above, whenever either party desires to give notice to the other, it must be given by written notice, sent by certified U.S. mail, with return receipt

requested, addressed to the party for whom it is intended, at the place last specified and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective persons and places for giving of notice:

City: Ana M. Garcia, ICMA-CM, City Manager
City of Dania Beach, Florida
100 West Dania Beach Boulevard
Dania Beach, Florida 33004

With a copy to: Eve A. Boutsis, City Attorney
City of Dania Beach
100 West Dania Beach Boulevard
Dania Beach, Florida 33004

Consultant: Jennifer Smith, P.E.
Chen Moore and Associates, Inc.
500 W. Cypress Creek Road, Suite 630
Fort Lauderdale, Florida 33309

12. Governing Law. The parties agree that this Agreement shall be construed in accordance with and governed by the laws of the State of Florida.

13. Bankruptcy. It is agreed upon that if the Consultant is adjudged bankrupt, either voluntarily or involuntarily, then this Agreement shall terminate effective the date and at the time the bankruptcy petition is filed. Upon such filing of Bankruptcy, Consultant will automatically be in default of this Agreement and the provisions of Article 9 will be enforced at City's discretion.

14. Venue; Fees. All claims, counterclaims, disputes and other matters in question between City and Consultant arising out of, relating to or pertaining to this Agreement, or the breach of it, or the services of it, or the standard of performance required in it, shall 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.

14.1 If mediation is unsuccessful, any such matter may be determined by litigation in a court of competent jurisdiction for any legal action arising out of or pertaining to this Agreement shall be the Circuit Court for the Seventeenth Judicial Circuit in and for Broward County, Florida, or the federal District Court in the Southern District of the United States. Each party further agrees that venue of any action to enforce this Agreement shall be in Broward County, Florida. In any litigation, the parties agree to each waive any trial by jury of any and all issues. In the event of any litigation which arises out of, pertains to, or relates to this Agreement, or the breach of it, or the

standard of performance required in it, the prevailing party shall be entitled to recover reasonable attorney fees from the non-prevailing party.

14.2 Operations During Dispute. In the event that a dispute, if any, arises between the City and the Consultant relating to this Agreement, or its performance or compensation, the Consultant agrees to continue to render service in full compliance with all terms and conditions of this Agreement as required by the City.

15. Legal Representation. It is acknowledged that each party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement.

16. Attorney Fees and Costs. If City or Consultant incurs any expense in enforcing the terms of this Agreement, whether suit is brought or not, each party shall bear its own costs and expenses including, but not limited to, court costs and attorney fees.

17. Headings. Headings in this document are for convenience of reference only and are not to be considered in any interpretation of this Agreement.

18. Exhibits. Each exhibit referred to in this Agreement forms an essential part of this Agreement and each such exhibit is incorporated by this reference.

19. Severability. If any provision of this Agreement or the application of it to any person or situation shall to any extent be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected, shall continue in full force and effect, and shall be enforced to the fullest extent permitted by law.

20. All Prior Agreements Superseded. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained in this Agreement and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms of this Agreement shall be predicated upon any prior representations or agreements, whether oral or written.

21. Consultant and its employees and agents shall be and remain independent Consultants and not employees of City with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties to this Agreement. All agents, employees and sub-consultants of the Consultant retained to perform services pursuant to this Agreement shall comply with all laws of the United States concerning work eligibility.

22. The Consultant understands and agrees that the City, during any fiscal year, is not authorized to expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for

expenditure during such fiscal year and that any contract, verbal or written, made in violation of this subsection is null and void and that consequently, no money may be paid on such contract beyond such limits. Nothing contained in this Agreement shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Consultant shall not proceed with services under this Agreement without City's written verification that the funds necessary for Consultant compensation and other necessary expenditures are budgeted as available within the appropriate fiscal year budget.

23. Consultant warrants and represents that no elected official, officer, agent or employee of the City has a financial interest, directly or indirectly, in this Agreement or the compensation to be paid under it and, further, that no City employee who acts in the City of Dania Beach as a "purchasing agent" as defined in Chapter 112, Florida Statutes, nor any elected or appointed officer of the City of Dania Beach, nor any spouse or child of such purchasing agent, employee or elected or appointed officer, is a partner, officer, director or proprietor of the Consultant and, further, that no such City employee, purchasing agent, City elected or appointed officer, or the spouse or child of any of them, alone or in combination, has a material interest in the Consultant. Material interest means direct or indirect ownership of more than five percent (5%) of the total assets or capital stock of the Consultant.

24. Consultant shall comply with all federal, state and City laws applicable to the Consultant services and specifically those covering Equal Opportunity Employment, the Americans with Disabilities Act ("ADA") eligibility to perform services as specified in the Florida Public Entity Crime law and the Florida Building Code. The Consultant is expected to fully comply with all provisions of all laws and the City reserves the right to verify the Consultant's compliance with them. Failure to comply with any laws will be grounds for termination of the Agreement for cause.

25. In the event of any conflict between any provisions of this Agreement and any provision in any attached Exhibit, the parties agree that the provisions of this Agreement are controlling (including, but not limited to, all terms and provisions governing compensation). Further, any prior Agreement related to the services is rescinded and replaced by this Agreement.

26. Consultant agrees to perform its obligations under this Agreement in accordance with the degree of skill and care exercised by practicing design professionals performing similar services under similar conditions. Consultant makes no other representations and no warranties, whether express or implied, with respect to the quality of its performance under this Agreement.

27. Nothing in this Agreement shall be deemed or treated as a waiver by the City of any immunity to which it is entitled by law, including but not limited to the City's sovereign immunity as set forth in Section 768.28, Florida Statutes.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first above written.

ATTEST:

CITY:
CITY OF DANIA BEACH, FLORIDA
a Florida Municipal Corporation

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

ANA M. GARCIA, ICMA-CM
CITY MANAGER

Dated: _____, 2022

APPROVED FOR FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

WITNESSES:

Signature

PRINT Name

Signature

PRINT Name

CONSULTANT:

**Chen Moore and Associates, Inc.
a Florida Corporation**

Signature

Peter Moore

PRINT Name

President

Title

Dated: _____, 2022

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, on _____, 2022 Peter Moore, President of Chen Moore and Associates, Inc., a Florida Corporation. He 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 FOR ENGINEERING SERVICES FOR CITYWIDE STORMWATER MASTER PLAN

City RFQ No. 22-023

Prepared by:
City of Dania Beach, Florida
100 West Dania Beach Boulevard
Dania Beach, Florida 33004

June 3, 2022

**CITY OF DANIA BEACH, FLORIDA
REQUEST FOR QUALIFICATIONS FOR
“ENGINEERING SERVICES FOR
CITYWIDE STORMWATER MASTER PLAN”
RFQ NO. 22-023**

NOTICE TO PROPOSERS

NOTICE IS GIVEN that the City of Dania Beach, Florida (the “City”) will be accepting sealed Proposals for “**Engineering Services for Citywide Stormwater Master Plan**, RFQ NO. 22-023”.

This project will be partially funded by federal funds and is subject to all federal and state requirements contained in the grant agreement between the City of Dania Beach and the Florida Department of Economic Opportunity.

Proposals will be accepted on DemandStar until July 1, 2022, 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.

PRE-PROPOSAL MEETING

A pre-proposal meeting will not be held.

PROPOSAL SUBMISSION

Proposals must be submitted electronically on DemandStar, the City's designated electronic bidding system. All bid document files must be clearly labeled **"RFQ No. 22-023, Engineering Services for Citywide Stormwater Master Plan"**.

Pursuant to Florida law, all Proposals to this RFQ 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 10:00 A. M., on the Proposal due date referenced above using Zoom 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: June 3, 2022

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, in 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.

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 services 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 City is seeking professional services from a qualified firm with experience in stormwater management, flood resiliency and master planning for the purpose of developing a Citywide Stormwater Master Plan (“SWMP”).

The successful proposer shall provide a full range of engineering services in order to develop a comprehensive Citywide Stormwater Master Plan. Scope of services include, but is not limited to:

Task 1 – Inventory and Data Collection

- Locate and identify:
 - structure and pipes – type, size, lengths
 - culverts and outfalls
 - headwalls and seawalls

Other data that may be used: Broward County LIDAR data, previous studies and SFWMD/DERM permits, etc. Surveys may be required to verify and update structures/locations, as needed.

Task 2 – Stormwater Analysis

- Operational analysis of all sub-basins, control structures, and pump stations.
- Perform hydrologic analysis of all sub-basins within the city using latest version of the Interconnected Channel and Pond Routing (ICPR) modeling program. Include 10, 25, and 100-year storm events.

- Consider resiliency measures to address the impact of climate change. Specifically, sea level rise. Measures may include, but not be limited to, tidal valves and new or modified seawalls.

Task 3 – Stormwater Master Plan (SWMP)

- Provide a citywide base map in AutoCad format to incorporate existing data locations for all major stormwater structures and outfalls in compliance with the Federal USEPA and NPDES mandated requirements.
- Additional maps are to be provided showing the link and node relationships used for the ICPR modeling.
- Provide an electronic copy of all ICPR input and output files will be provided along with a fully licensed copy of the ICPR.

Task 4 – Stormwater Master Plan Report

- Provide a SWMP report that will compile all findings and analysis of the existing and proposed drainage system components within the City. The report is to include:
 - Tables
 - Charts
 - Maps
 - Calculations
 - Cost estimates
 - Recommendations for improvements based analysis findings.

3. SPECIAL CONDITIONS

3.1. This project will be partially funded by federal funds and as such Proposers should consider the compliance requirements contained in the Federally-Funded Subaward and Grant Agreement, Agreement Number MT004 between the City of Dania Beach and the Florida Department of Economic Opportunity, which is provided 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 (2 CFR §200.318

through 2 CFR §200.327) contained within the grant agreement are applicable to the respondent.

3.2. As a federally funded project, the following provisions apply:

a. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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.

b. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

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).

c. DEBARMENT AND SUSPENSION

This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by (insert name of recipient/subrecipient/applicant). If it is later determined that the contractor did not comply

with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to (insert name of recipient/subrecipient/applicant), the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.”

d. ACCESS TO RECORDS

The Contractor agrees to provide (insert non-federal entity), (insert name of pass-through entity, if applicable), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

e. SECTION 3 HOUSING AND URBAN DEVELOPMENT ACT OF 1968, AS AMENDED, 12 U.S.C. 1701U(SECTION 3)

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.

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.

The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR 700 § 135.40 **24 CFR Subtitle B, Ch. I (4–1–03 Edition)** 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.

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.

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.

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).

4. COMPLIANCE WITH FLORIDA STATUTES

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 of a clear, comprehensive and forward-looking stormwater masterplan.

5. SUBMISSION DEADLINE AND RESPONSE OPENING

All Proposals must be received by no later than 10:00 a.m., on July 1, 2022. The list of Proposers will be opened and read aloud immediately after the submission deadline, on that same day.

6. 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.

7. SUBMITTAL REQUIREMENTS:

7.1 Proposers shall, as a minimum, include the following information with the submittal of its Proposal:

7.1.1. 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.

7.1.2 Relevant Experience:

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.

7.1.3 Insurance Coverage:

Proposers who or which are responding to the RFQ **MUST** comply with all of the insurance requirements specified in Section 12.5 (“Insurance Requirements”) of the RFQ Documents and the Agreement upon award to the successful Proposer.

7.2 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.

7.3 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.

7.4 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.

7.5 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.

7.6 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 Workplace Certification

Exhibit “H” – Acknowledgement of Addenda

Exhibit “I” – Certification of Accuracy of Proposal

7.7 All Proposals must include preliminary certificates of insurance verifying all general insurance requirements (as noted in Paragraph 12.5).

7.8 All Proposals must be signed by a representative who is authorized to contractually bind the Proposer.

8. 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:

8.1 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;

8.2 Experience working with government agencies;

- 8.3** 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.
- 8.4** 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.

9. EVALUATION CRITERIA AND PROCEDURES:

The City will consider Proposers that are responsive and responsible by providing accurate information as delineated (see Section 7, “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

- 9.1** 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 Selection Committee will be based on a point total and not a percentage factor. The Selection 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

9.2 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.

9.3 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.

10. 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.

- 10.1** All questions requiring clarification or interpretation of the RFQ Documents shall be made in writing and shall be delivered to the City by 5:00 P.M. on Friday, June 24, 2022. No questions will be accepted after that time.
- 10.2** 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.
- 10.3** 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.

- 10.5** 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.

11. PUBLIC RECORDS:

If selected, the following will apply:

- 11.1** 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.
- 11.2** 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.
- 11.3** 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.
- 11.4** 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.

11.5 Any compensation due to Proposer shall be withheld until all records are received as provided in this RFQ.

11.6 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.

11.7 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

12. 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:

12.1 "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.

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 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.

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 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.

- 12.4** 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

- 12.5** 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

13. RESPONSE PROTEST PROCEDURE:

13.1 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.

13.2 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).

13.3 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.

13.4 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.

13.5 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.

13.6 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.

13.7 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.

14. 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.

15. FINANCIAL RECORDS

The Consultant shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. Consultant shall maintain adequate records to justify all charges and costs incurred in performing the services for at least three (3) years after completion of this Agreement. Consultant agrees that the City, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, or records relating to this Agreement during normal business hours. All such materials shall be maintained by Consultant at a location in Broward County, Florida; provided that if any such material is located outside Broward County, then, at the City's option the City shall pay Consultant for travel, per diem, and other costs incurred by Consultant to examine, audit, excerpt, copy or transcribe such material at such other location. The City shall make a reasonable effort to maintain the confidentiality of such audit report(s).

16. SOVEREIGN IMMUNITY

Consultant acknowledges that the Florida Doctrine on Sovereign Immunity bars all claims by Consultant against the City other than claims arising out of this Agreement. Specifically, the Consultant acknowledges that it cannot and will not assert any claims against the Consultant, unless the claim is based upon a breach by the Consultant of this Agreement. Further, the Consultant recognizes the Consultant is a sovereign with regulatory authority that it exercises for the health, safety, and welfare of the public. This Agreement in no way estops or affects the Consultant's exercise of that regulatory authority. In addition, the Consultant retains the full extent of its sovereign immunity in relation to the exercise of its regulatory authority. The Consultant acknowledges that it has no right and will not make claim based upon any of the following:

Claims based upon any alleged breach by the Consultant of implied warranties or representations not specifically set forth in this Agreement, as the parties stipulate that there are no such implied

warranties or representations of the Consultant. All obligations of the Consultant are only as set forth in this Agreement;

- a. Claims based upon negligence or any tort arising out of this Agreement;
- b. Claims upon alleged acts or inaction by the City, its commissioners, attorneys, administrators, Consultants, agents, or any Consultant employee; and
- c. Claims based upon an alleged waiver of any of the terms of this Agreement unless such waiver is in writing and signed by an authorized representative for the Consultant and Consultant.

17. SCRUTINIZED COMPANIES

Consultant 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 Consultant 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.

18. VERIFICATION OF EMPLOYMENT ELLIGIBILITY

Consultant represents that Consultant and each Subcontractor 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 Contractor violates this section, Municipality may immediately terminate this Agreement for cause and Contractor shall be liable for all costs incurred by Municipality due to the termination.

19. 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.

20. 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.

21. 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. 22-023

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 _____, 2022.

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

_____, 2022
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 _____, 2022.

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:

	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 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 _____, 2022.

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 _____, 2022.

Notary Seal

Signature of Notary Public

Printed Name of Notary Public



September 23, 2022

City of Dania Beach
1201 Stirling Road
Dania Beach, Florida 33004
ATTN: Dincer Ozaydin, P.E.

**Subject: Stormwater Master Plan
Scope of Services**

Dear Mr. Ozaydin

Chen Moore and Associates (CMA) is pleased to submit this Scope of Services to provide professional engineering services for the preparation of a Stormwater Master Plan for the City of Dania Beach.

PROJECT BACKGROUND

The City of Dania Beach advertised for Request for Qualifications (RFQ) #22-023 for the purpose of retaining a professional engineering firm to prepare a stormwater master plan for the entire City limits. The City of Dania Beach selected Chen Moore and Associates (CMA) to prepare a Citywide Stormwater Master Plan (SWMP). Under this project, CMA will compile, review, and evaluate all available information on the City's existing stormwater infrastructure. Based on information collected, CMA will prepare a stormwater model for the purpose of evaluating the level of service provided by City's existing stormwater infrastructure. The stormwater model will also be used to assess various alternatives for stormwater improvements required to meet the level of service criteria under various storm events. The stormwater model will be used to compare the system performance under existing development conditions and future build out development conditions within the City. Based on the result of the stormwater model, CMA will prepare the stormwater master plan, which will define the analysis of the existing stormwater infrastructure, identify and prioritize "problem areas" within the City limits, and recommend any improvements to the existing stormwater system. CMA will develop a Capital Improvement Plan for the overall stormwater management system in ranking. The scope of services for this project is as follows:

SCOPE OF SERVICES

Task 1: Data Collection

Task 1.1: Compile, Review, and Evaluate Stormwater Documentation

CMA will compile, review, and evaluate the following documentation during the completion of this project:

- Available City stormwater atlas
- Broward County MIKE SHE model
- SFWMD data (rainfall data, canal levels, groundwater levels, canal controls, etc.)
- SFWMD stormwater permits documentation
- BCEPGMD data (future groundwater conditions, future rainfall conditions, etc.)
- Southeast Florida Regional Climate Change Compact sea level rise projections
- FEMA base flood elevation data
- FEMA repetitive losses

- USGS soil survey data
- NOAA tidal data
- City land use data
- City flooding complaint data
- FDEP TMDL data relative to Impaired Waterbody Status
- Available as-built and design drawings for stormwater improvements within the City
- Available stormwater atlases from other agencies (FDOT, Broward County, etc.)

CMA shall prepare a technical data support memo, which includes a summary of all gathered information and relevant GIS map exhibits. The Technical Memorandum will be presented in a format that can be incorporated into the Stormwater Master Plan, all comments received will be addressed within the final report.

Task 1.2: Compile Topographic Elevation Data

CMA shall obtain topographic data for the City limits, which includes Light Detection and Ranging (LIDAR) data from SFWMD and Digital Elevation Model (DEM) data for Broward County. CMA shall use the most recent “bare earth” version of LIDAR data available from SFWMD. CMA shall create an overall TIN model (Triangulated Irregular Network) of the ground surface elevation for the entire City limits using this topographic data. CMA will prepare an overall topographic contour map for the City limits based on the TIN model. CMA shall use the overall topographic contour map to develop the existing stormwater model in Task 2.

Task 1.3: Creation of GIS Stormwater Atlas

CMA shall review system information from the City’s Stormwater Database along with available documentation from FDOT, SFWMD, and Broward County, which will be used to create an updated City GIS stormwater database. CMA will incorporate recent projects that include surveyed information on the stormwater system into the GIS stormwater database. CMA will create a stormwater geodatabase with all collected information to include drainage pipes, inlets, structures, control structures, outfalls, and other available features such as canals and retention/ detention ponds. Upon the completion of the GIS database update, CMA will identify any system information that appears to be missing from the geodatabase and perform field verification of stormwater structures to be gathered in Task 1.4. CMA will utilize this stormwater geodatabase to identify the primary stormwater pipe network to develop the existing stormwater model in Task 2.

Task 1.4: Field Verification of Stormwater Database

In order to identify the existing stormwater management system, a full GPS topographic survey is necessary to verify the exact configuration, location, and/or elevation for all components of the stormwater management system. CMA will coordinate with a licensed land surveyor for the performance of GPS field surveys of all stormwater structures within the City stormwater system. This horizontal and vertical GPS data for each stormwater structure will be incorporated into a GIS Stormwater Geodatabase to enhance the accuracy. The licensed land surveyor will conduct a GPS field survey of all stormwater structures within the City stormwater system. There is an unknown quantity of existing stormwater structures within the City system which have to be surveyed and incorporated into a GIS Stormwater Geodatabase. CMA will exclude locations of recent drainage projects in which survey information is already available. In order to budget for an unknown quantity of drainage structures, the scope of the GPS survey includes the location of up to 1,400 drainage structures within the City system. Structures shall include catch basins, manholes or outfalls. The collected GPS data will include rim elevations, pipe invert elevations, weir elevations, and horizontal coordinates for each drainage structure within the City system. The elevation data will be accurate to within +/- 0.25 feet. The horizontal data will accurate to within +/- 0.1 feet. All elevation data shall be North American Vertical Datum of 1988 (NAVD 88). As feasible, the pipe sizes and pipe materials will be verified at each drainage structure. CMA will provide the City with a list

and map of all drainage structures where internal components can not be accurately located or identified due limited accessibility, such as accumulation of sediments and non-removable grates. The City will be responsible for any necessary maintenance to these structures to provide access to the land surveyor. CMA will create an updated GIS Stormwater Geodatabase that incorporates all GPS data collected during the field verification of these drainage structures. CMA will also update existing GIS Stormwater Geodatabase based on any drainage Geodatabase information collected from SFWMD, FDOT, and Broward County.

Task 1.5: Floodplain Management Planning

In accordance with the FEMA Flood Plain Management Planning process defined in the CRS Coordinator's Manual under Activity 510, CMA will assist the City in the development of the Flood Plain Management Plan. The planning process will be conducted under the direct supervision of a professional planner with the City. CMA will participate in a Floodplain Management Planning Committee (FMPC) to be composed of staff from the City Departments that will be implementing the majority of the plan's recommendations. FMPC members will be officially appointed by the City Commission through approval of a Resolution. FMPC members to be determined. The planning process will include the following 10 steps as defined in Activity 510 in the CRS Coordinator's Manual:

- Organize to prepare the Floodplain Management Plan
- Involve the public
- Coordinate with other agencies
- Assess the floodplain hazard
- Assess the problem, which includes a Repetitive Loss Area Analyses (RLAA)
- Set goals for the Floodplain Management Plan
- Review possible activities including a Habitat Conservation Plan (HCP) as applicable
- Draft an action plan
- Adopt the plan
- Implement, evaluate and revise

CMA will meet with and present the findings from all completed tasks to the FMPC for additional input and feedback. The deliverable for this task will be prepared in a form that will enable it to be inserted into the final Stormwater Master Plan report. The results of the coordination with the FMPC will be documented for submittal to the FEMA CRS Program auditor under Activity 514 of the FEMA CRS Coordinator's Manual. CMA will include up to 5 meetings with the FMPC committee throughout the project scope.

Task 2 Public Involvement

Task 2.1: Outreach Kickoff, Goals, Template and Timeline

CMA will retain a subconsultant to assist with public outreach activities. The CMA Team will develop the Project Outreach Plan. The Project Outreach Plan will identify clear outreach goals, audiences, and key stakeholders, and will include the development of distribution lists for project updates and outreach activities. Target audiences may include at a minimum:

- City Commissioners
- Residents
- Local Businesses
- Neighborhood Associations
- Drainage Districts
- Business Community (ie Chamber of Commerce)

- City Management and Staff

Due diligence will be conducted to evaluate and build upon existing projects, studies, and outreach programming regarding stormwater management, flooding, and sea level rise. The CMA Team will develop standard project templates to be used for social media, project updates, flyers, and other collateral.

Task 2.2: Stakeholder Engagement and Educational Materials

Educational materials will be developed to effectively communicate the goals of the project, the purpose of a Stormwater Master Plan, and provide basic information regarding stormwater management, flooding, groundwater, and sea level rise. These materials will be designed for public consumption and will include a flyer in digital and printed form for distribution, and digital forms for use in emails, on social media, and on the City's website. A poster version of the information will also be created for use in public meetings.

The CMA Team will lead the coordination and planning of the initial, interim, and final public workshops. The initial public workshop will be structured to provide a project overview, share the project goals, educate the community on the stormwater master planning process, and solicit initial feedback. Specific information that will be solicited from stakeholders will include perceived flood risk, identification of flooding hot spots, and water quality concerns, among others. The interim workshop will provide an update on the plan process and solicit feedback on proposed solution alternatives. The final workshop will share the results of the plan and proposed solutions.

The audiences for and locations of each meeting will be coordinated in partnership with the City. The CMA Team will create the promotional materials with input from the City, but the City will be responsible for the promotion of the Workshops with support from the CMA Team on an as-needed basis. The CMA Team will provide its workshop outline, schedule, recommendations, and other pertinent information to the City to facilitate planning eight weeks prior to the scheduled Workshop and Commission Meeting date.

The CMA Team will develop presentations and handout materials for public meetings, and will coordinate, facilitate, and present at these meetings. All materials developed for use during the public meetings will be consistent with the educational materials in regard to content and design. To maintain transparent public engagement, the CMA Team will compile materials presented, participant comments received, and notes and photos collected to be provided in a final report that can be used to communicate to both internal City stakeholders and the general public. The CMA Team will also assist in the planning and development of materials for Commission Meetings at the start and end of the project and will attend these meetings. These meetings will provide the Commission an opportunity to learn about the project and provide input and feedback.

Task 3: Preparation of Stormwater Model

Task 3.1: Prepare Existing Conditions (EC) Stormwater Model

CMA shall prepare a hydrologic and hydraulic model based on the topographic data, hydrologic parameters, and GIS Stormwater Geodatabase information compiled for this project. The software to be used for this model update will be Interconnected Pond Routing (ICPR4) software by Streamline Technologies. CMA will incorporate data collected from Task 1 into this ICPR4 model and prepare a 1D and/or 2D model. CMA will simulate the 100-year/72-hour; 25-year/72-hour; 10-year/24-hour; and 5-year/24-hour design storms as defined by SFWMD using the model parameter values compiled during this project. The ICPR4 model shall include boundary conditions defined within the Broward County MIKE SHE model. CMA will also incorporate bathymetric cross sections as available from the MIKE SHE model. The results of the model will be used to determine the existing level of service for flood control. The stormwater model will be used to identify and prioritize "problem areas" where

flooding issues can be expected to be encountered. CMA shall meet with the City to present and confirm these problem areas.

CMA will evaluate available information and establish the level of service standards required for water quantity by the permit requirements of SFWMD, FDEP, NPDES, and other applicable regulatory agencies.

In accordance with Activity 512b in the FEMA CRS Coordinator's Manual, all Repetitive Loss Areas (RLA) will be identified and a separate table showing the data collected for these areas will be prepared for the Repetitive Loss Area Analyses (RLAA).

CMA shall prepare a technical memo, which includes a summary of all modeling information completed within this task. The Technical Memorandum will be presented in a format that can be incorporated into the Stormwater Master Plan, all comments received will be addressed within the final report.

Task 3.2: Prepare Future Conditions Stormwater Model

CMA shall prepare an alternative scenario representing the future effects of sea level rise on the existing conditions model. The stormwater model will also be used to estimate the impact of future sea level change projections on the performance of the existing stormwater management system and incorporate any future sea level change projections into the analysis of any system improvement alternatives. CMA will use the research from the Southeast Florida Regional Climate Change Compact as the basis for all flood stage modeling under these conditions. CMA will simulate the 100-year/72-hour; 25-year/72-hour; 10-year/24-hour; and 5-year/24-hour design storms as defined by SFWMD using the model parameter values compiled during this project. The ICPR4 model shall also include any future boundary conditions defined within the Broward County MIKE SHE model.

Task 3.3: Analysis of System Improvement Alternatives

CMA will develop various system improvement alternatives and review whether each system improvement alternatives meets level of service criteria. CMA will use the stormwater model to analyze the effectiveness of various system improvement alternatives to the existing stormwater management system. CMA will analyze the results to compare to the existing conditions model and create floodplain maps for each alternative. CMA shall prepare a technical memorandum, which includes a summary of the results of the system improvement alternatives completed within this task. The Technical Memorandum will be presented in a format that can be incorporated into the Stormwater Master Plan, all comments received will be addressed within the final report. CMA will include one meeting with the City staff to review the system improvement alternatives.

Task 4: Preparation of Stormwater Master Plan

Task 4.1: Conceptual Design Layout & Cost Estimates

CMA will develop an overall plan for system improvements within the City which will meet the City's level of service criteria and regulatory agency guidelines. CMA shall develop a conceptual design for the recommended system improvements within each basin according to the results of the alternatives analysis with the stormwater model. The recommended alternatives for each basin will be identified based on the City's level of service criteria, regulatory agency guidelines, and a planning level cost benefit analysis along with the City's goals. CMA will prepare maps using GIS to show the location of recommended stormwater improvements within each basin and present the estimated implementation cost for each recommended system improvement. CMA shall prioritize the need for each system improvement alternative within the City based on the results of the analysis with the stormwater model. CMA shall meet with the City to determine the prioritization formula and overall ranking of

the system improvement alternatives. The prioritization formula for each design alternative will be developed based on the information compiled for each basin. This prioritization formula will still be based on a combination of computer modeling results, number of complaints per area, costs per area served, permitting issues, and aesthetics. CMA shall prepare a technical memorandum, which includes a summary of items completed in this task. The Technical Memorandum will be presented in a format that can be incorporated into the Stormwater Master Plan, all comments received will be addressed within the final report. CMA will include one meeting with the City staff to review the prioritization formula and recommended alternatives.

Task 4.2: Seawall Assessment

CMA will obtain a subconsultant to assist with providing marine engineering, environmental consulting, and marine inspection services to assess the thirty City owned property adjacent to tidally influenced waterways. The City must bring City owned properties into compliance with Chapter 12 Flood Damage Prevention and Section 240-30 Seawalls of the City Code. CMA will perform the following tasks:

- **Engineering Assessment:** CMA Team will conduct a general site assessment to visually evaluate the condition of each parcel relative to coastal and marine engineering criteria. A site visit will be conducted to perform a cursory evaluation of existing waterfront stormwater outfalls and coastal flood defense structures adjacent to tidal waters relative to the condition of structural components and service life. Internal pipe inspections are not included. This information will be utilized to determine if significant repair work or replacement should be anticipated within the projected sea level rise timeline.
- **Environmental Assessment:** A high-level desktop study will be conducted to identify marine and coastal environmental resources within the project area and identify potential constraints associated with any recommended improvements. Historical documentation such as publicly available environmental resource mapping and monitoring data for Broward County will be evaluated, as well as online resources and literature.
- **Water Level Analysis:** CMA Team will adopt projections provided by Broward County, the Unified Sea Level Rise Projections published by the Southeast Florida Regional Compact on Climate Change, or NOAA to evaluate long-term changes in water levels. Due to the uncertainty in projections and variation in service life between different stormwater and flood defense components, multiple projections will be assessed. Published tidal and recent king tide data from local NOAA tidal stations and SFWMD control structures will be adopted to provide normal and extreme tide water levels. The exceedance probability and flood nuisance days will be estimated for various tidal and sea level rise conditions. A review of storm surge conditions will be conducted for the various coastal areas based on available existing information.
- **LiDAR Review & Processing:** Publicly available LIDAR survey data will be compiled. The survey data will be used to develop a Digital Elevation Map (DEM) of the Project area, which will be used to evaluate existing ground elevations relative to projected sea level rise, tidal, and storm surge water elevations. The DEM will also be used to understand flood paths along the waterfront and to support development of tidal flood barrier concepts.
- CMA Team will perform an engineering analysis to evaluate the effects of increased water levels (e.g., sea level rise, king tides, coastal storms) identified above on each parcel. The projected water levels will be evaluated relative to impacts at the Project site and potential mitigation strategies. A qualitative review of relevant design criteria for subsequent coastal structure design will be conducted and include water level elevations, wave conditions, scour potential, as well as hydraulic, soil, surcharge, and other loads.
- CMA Team will develop flood mitigation and shoreline stabilization concepts for the parcels to mitigate existing and/or future inundation, as well as provide shoreline stabilization and coastal resiliency. The analysis will provide a menu of options for the City to consider as part of their long-term stormwater and resiliency planning efforts. Multiple options may be considered for each site such as vertical walls, both at and landward of the shoreline, rock revetments, and living shorelines. The concepts will be based on providing increased resiliency in both the short and long term and the anticipated design life of the type of

structure. Adaptability of the proposed concepts for future variations in projected water levels will be evaluated. In addition, consideration will be given to the feasibility of the concepts relative to local (i.e., Broward County RER), State (i.e., FDEP, FBC), and Federal (i.e., FEMA, USACE) guidelines and requirements. The concepts will include elements to maintain the use and feel of the parcel, in addition to the robust engineered solution. Opportunities and constraints will be evaluated. The concepts will consider the following criteria:

- Level of protection relative to sea level rise, king tides, and storm surge for the design life
- of the structure
- Construction and maintenance costs
- Impacts to marine resources and coastal wetlands
- Permit feasibility
- Potential phasing of future adaptation
- Stakeholder impacts and/or enhancements
- Service life
- Schedule

Task 4.3: Stormwater CIP Development

Based on the results of Tasks 4.1, and 4.2, CMA will develop an updated Stormwater Capital Improvements Plan for the overall stormwater management system over a 20-year planning period, which will include an implementation schedule and annual budget. The plan will include estimated construction costs for these capital improvements along with annual operation and maintenance costs. CMA will develop an overall Stormwater CIP that meets the City's budgetary limitations while meeting the regulatory agency requirements for the stormwater management system. CMA will include one meeting to analyze and evaluate the cost and benefits with the City. CMA shall prepare a technical memorandum, which includes a summary of items completed in this task. The Technical Memorandum will be presented in a format that can be incorporated into the Stormwater Master Plan, all comments received will be addressed within the final report.

Task 4.4: Stormwater Utility Fee Assessment

In conjunction with the Stormwater CIP Implementation Plan to be defined within the Stormwater Master Plan document, an annual budget for the stormwater management system will be developed. The annual budget will include operational expenditures necessary for appropriate maintenance activities and capital expenditures necessary to implement the recommended system improvements defined within the Stormwater Master Plan. CMA shall review these annual expenditures to verify the adequacy of the existing stormwater utility fee and provide any recommendations for an adjustment to the stormwater utility fee for consideration by the City. CMA will provide revised calculations for the stormwater utility fee. CMA shall prepare a technical memo, which includes a summary of items completed in this task. The Technical Memorandum will be presented in a format that can be incorporated into the Stormwater Master Plan, all comments received will be addressed within the final report. CMA will include one meeting with the City staff to review the assessment.

Task 4.5: Preparation of the Stormwater Master Plan

The preparation of the Stormwater Master Plan is necessary to document the analysis conducted under this project and to act as a reference guide during the implementation of future improvements to the stormwater management system. This task is necessary to present recommendations for improvements to the stormwater management system upon the implementation of site improvements and to provide a budget level cost estimate for the proposed stormwater improvements. As defined by Activity 510 (Step 10) of the FEMA CRS Manual, the Stormwater Master Plan will include a section on how the plan will be implemented, annually evaluated and

revised as each fiscal year's projects are constructed, deferred, or redefined to meet the needs of the City over time. CMA will develop an overall stormwater master plan document that meets the City's level of service criteria and regulatory agency guidelines. The Stormwater Management Plan document will include the following sections:

- Executive Summary
- Introduction
- Existing Stormwater Systems including updated LiDAR and City's Stormwater GIS maps
- Alternatives Analysis
- Recommended System Improvement Alternatives
- Cost Estimates
- Capital Improvements Plan
- Procedures to Implement, Evaluate and Revise the Plan

CMA will include two meetings with the City staff to review the Stormwater Master Plan Document. CMA will submit a draft version for the clients review and then provide a final report with no more than two rounds of revisions.

Task 5: Implementation of Stormwater Master Plan

Task 5.1: FEMA CRS Coordination

CMA shall assist the City with the documentation of how the Stormwater Management Plan/Flood Plain Management Plan was prepared per the requirements of the FEMA Community Rating System (CRS). The scope of work provided herein ensures the Stormwater Master Plan is configured to address the relevant FEMA CRS requirements related to Flood Plain Management, including Activity 510 – Floodplain Management Planning, Activity 540 – Drainage System Maintenance. CMA shall submit the Floodplain Management Plan/Stormwater Master Plan to FEMA during the next FEMA CRS audit for review and shall revise as necessary based on any review comments from the FEMA representatives. CMA shall be available to participate in the CRS audit with FEMA representatives. Additionally, CMA shall perform a cost and benefit analysis of the CRS activities, to determine and recommend any additional future implementation of CRS activities for the City to perform.

Task 5.2: Policy Review

CMA will retain a subconsultant to assist with reviewing City policies and codes related to stormwater. The CMA Team will perform a policy review and provide suggestions and recommendations for policy updates. This effort will include best practices with examples from other communities related flood resilience and green infrastructure. The CMA team will review existing codes and ordinances and identify areas that can be modified to enhance Low Impact Development (LID) within the City. Additionally, the CMA Team will provide recommendations for next steps, such as the development of a Low Impact Development Manual or code updates related to pervious pavement. The CMA Team will review City codes, ordinances, and regulations related to the six drainage districts within the City and provide recommendations for updates related to maximum impervious area and elevation. A memorandum will detail recommendations to create consistency across the City to enhance resilience and develop a uniform approach to development across the City.

Task 6: Additional Services

Task 6.1: Additional Services

Additional services as requested by the City outside of the items defined within scope above, including but not limited to additional engineering services, geotechnical services, environmental services, permitting and construction services. All work under this task will be billed on a hourly not to exceed basis.

Task 7: Reimbursable Expenses

Task 7.1: Documentation Reproduction

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

OWNER PROVIDED SERVICES

City of Dania Beach will provide the following services:

- City staff will be available to meet to discuss the performance of the existing stormwater management system and review each deliverable submittal.
- City shall reimburse CMA for all document reproduction costs for submittals to the City.
- City shall prepare all agenda items, including Resolutions and Ordinances, have these properly advertised and placed on City Commission Agendas as needed.
- City shall assist with the invitations and public notice for all public meetings and provide for suitable facilities for public participation.
- City shall assign staff to the Floodplain Management Planning Committee (FMPC) and those assigned shall commit to reviewing and providing feedback on all provided agenda backup materials. City shall provide the location and coordinate the FMPC meetings to be held throughout the planning process.

DELIVERABLES

CMA will provide the deliverable documents in hard copy and digital form as defined below. CMA will provide the following deliverables for the Stormwater Master Plan:

- Task 1 Stormwater Documentation – CMA shall submit a Technical Data Support Memo, which includes a summary of all gathered information on the existing stormwater management system along with relevant maps prepared in GIS format. The Technical Memorandum will be presented in a format that can be incorporated into the Stormwater Management Plan. CMA shall also include the relevant data within the appendices in the Stormwater Master Plan document.
- Task 1.3 Creation of GIS Stormwater Atlas – CMA will submit the updated GIS Atlas which includes drainage structure data collected during the field verification (task 1.4).
- Task 1.5 FMPC – CMA will submit a memo outlining the steps completed for the FMPC. The Technical Memorandum will be presented in a format that can be incorporated into the Stormwater Management Plan and submitted to the CRS.
- Task 2.1 Project Outreach Plan – CMA Team will provide a public outreach plan with appropriate City staff.
- Task 2.2 Educational Material – CMA Team will provide various educational materials for use by the City, which will include a flyer, poster, and guide related to stormwater flooding issues.
- Task 3.1 Existing Conditions Stormwater Model – CMA shall submit a Technical Memorandum, which summarizes the results of the existing condition stormwater model and includes peak flood stages and peak discharges in tabular form for each design storm under the existing conditions with existing hydraulics. CMA will also provide the ICPR stormwater model in digital format (input files, output files, and executable files)

- Task 3.2 Sea Level Rise Scenarios – CMA shall submit a Technical Memorandum, which summarizes the results of the sea level rise stormwater model and includes peak flood stages and peak discharges in tabular form for each design storm under the existing conditions with existing hydraulics. CMA will also provide the ICPR stormwater model in digital format (input files, output files, and executable files)
- Task 3.3 Analysis of System Improvement Alternatives – CMA will submit a Technical Memorandum, which summarizes the results of the stormwater model for various system improvement alternatives and includes peak flood stages and peak discharges in tabular form for each design storm. CMA will also provide the ICPR stormwater model in digital format (input files, output files, and executable files).
- Task 4.1 Conceptual Layout and Cost Estimates – CMA will provide conceptual design layout maps for each of the recommended system improvements. CMA will submit a draft Technical Memorandum with the conceptual design layout maps for review by the City and a final Technical Memorandum with conceptual design layout maps which incorporate any review comments from the City.
- Task 4.2 Seawall Assessment – Condition Assessment Report Cards (pdf) and Conceptual Design Report and Concept Sketches (pdf) that can be incorporated into the Stormwater Master Plan.
- Task 4.3 Stormwater CIP Development - CMA will prepare a technical memo, which includes a summary of the CIP development. The Technical Memorandum will be presented in a format that can be incorporated into the Stormwater Master Plan.
- Task 4.4 Stormwater Utility Fee Assessment - CMA shall prepare a technical memo, which includes a summary of the assessment. The Technical Memorandum will be presented in a format that can be incorporated into the Stormwater Master Plan.
- Task 4.5 Stormwater Master Plan – CMA will provide the Stormwater Master Plan document along with supplementary information, such as model data tables, cost estimates, and facility maps. CMA will submit a draft Stormwater Master Plan Update for review by the City and a final Stormwater Master Plan Update which incorporates any review comments from the City.

PROJECT SCHEDULE

The total duration of this project is estimated to be **94 weeks** based on the schedule defined within the table below. CMA will complete the project tasks according to the table below.

Task	Task Description	Duration	Task Start
1.1	Compile, Review, and Evaluate Stormwater Documentation	6 weeks	NTP
1.2	Compile Topographic Elevation Data	6 weeks	NTP
1.3	Creation of GIS Stormwater Atlas	8 weeks	NTP
1.4	Field Verification of Stormwater Atlas	42 weeks	Completion of Task 1.3
1.5	Floodplain Management Planning	Ongoing	NTP
2.1	Outreach Kickoff, Goals, Template and Timeline	12 weeks	NTP
2.2	Stakeholder Engagement and Education Materials	Ongoing	NTP
3.1	Prepare Existing Conditions Stormwater Model	8 weeks	Completion of Task 1.4
3.2	Prepare Future Conditions Stormwater Model	4 weeks	Completion of Task 3.1
3.3	Analysis of System Improvement Alternatives	6 weeks	Completion of Task 3.2
4.1	Conceptual Design Layout & Cost Estimates	8 weeks	Completion of Task 3.3
4.2	Seawall Assessment	16 weeks	Completion of Task 3.1
4.3	CIP Development	4 weeks	Completion of Task 4.2
4.4	Stormwater Utility Fee Assessment	4 weeks	Completion of Task 4.3
4.5	Preparation of the Stormwater Master Plan	6 weeks	Completion of Task 4.4
5.1	FEMA CRS Coordination	4 weeks	Completion of Task 4.5
5.2	Policy Review	4 weeks	Completion of Task 4.5

PROJECT FEES

CMA has prepared this proposal for the professional services necessary to accomplish this scope of services on this project. The total fees for this project are **\$1,076,535** which are summarized within the table below:

Task	Task Description	Lump Sum Fees
1	Data Collection	\$625,725
2	Public Involvement	\$38,510
3	Preparation of Stormwater Model	\$191,650
4	Preparation of Stormwater Master Plan	\$161,850
5	Implementation of Stormwater Master Plan	\$33,800
6	Additional Services	\$20,000
7	Reimbursable Expenses	\$5,000
	Total:	\$1,076,535

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

Respectfully submitted,

CHEN MOORE AND ASSOCIATES
Jennifer Smith, PE
Senior Engineer

DANIA BEACH
Stormwater Master Plan
FEE PROPOSAL

TASK NO.	TASK DESCRIPTION	SUBCONSULTANT (\$)	PRINCIPAL	PRINCIPAL ENGINEER	SENIOR ENGINEER	PROJECT ENGINEER	ASSOCIATE ENGINEER	ENGINEER	ENGINEERING INTERN	TOTAL HOURS	TOTAL COST
1.0	<i>Data Collection</i>										
	1.1 Compile, Review, and Evaluate Stormwater Documentation		2	20		40	40		20	122	\$16,800
	1.2 Compile Topographic Elevation Data		2	20		40	20		20	102	\$14,400
	1.3 Creation of GIS Stormwater Atlas		2	40		200	100		20	362	\$51,100
	1.4 Field Verification of Stormwater Database	\$457,925.00	2	80		160	100			342	\$511,825
	1.5 Floodplain Management Planning		4	40		80	80			204	\$31,600
	TOTAL - TASK 1										\$625,725
2.0	<i>Public Involvement</i>										
	2.1 Outreach Kickoff, Goals, Template and Timeline	\$ 6,900.00				6			2	6	\$7,840
	2.2 Stakeholder Engagement and Educational Materials	\$ 28,800.00		2		10				12	\$30,670
	TOTAL - TASK 2										\$38,510
3.0	<i>Preparation of Stormwater Model</i>										
	3.1 Prepare Existing Conditions Stormwater Model		4	60		380	200		168	812	\$101,100
	3.2 Prepare Future Conditions Stormwater Model	\$ 9,000.00	4	20		40	40		10	114	\$26,000
	3.3 Analysis of System Improvement Alternatives		4	50		160	200		100	514	\$64,550
	TOTAL - TASK 3										\$191,650
4.0	<i>Preparation of Stormwater Master Plan</i>										
	4.1 Conceptual Design Layout & Cost Estimates		4	20		100	100			224	\$32,100
	4.2 Sea Wall Assessment	\$ 67,300.00	2	20		20				42	\$75,500
	4.3 Stormwater CIP Development		2	20		40	20			82	\$13,400
	4.4 Stormwater Utility Fee Assessment		2	10		40				52	\$8,650
	4.5 Preparation of the Stormwater Master Plan	\$ 5,400.00	4	40		80	40			164	\$32,200
	TOTAL - TASK 4										\$161,850
5.0	<i>Implementation of Stormwater Master Plan</i>										
	5.1 FEMA CRS Coordination		2	40		40				82	\$15,700
	5.2 Policy Review	\$ 9,900.00	2	20		20				42	\$18,100
	TOTAL - TASK 5										\$33,800
6.0	<i>Additional Services</i>										
	6.1 Additional Services	\$ 20,000.00									\$20,000
	TOTAL - TASK 6										\$20,000
7.0	<i>Reimbursable Expenses</i>										
	7.1 Document Reproduction	\$ 5,000.00									\$5,000
	TOTAL - TASK 6										\$5,000
	SUBTOTAL HOURS		42	502	0	1,456	940	0		3,278	
	TOTAL FEE ESTIMATE										\$1,076,535
	CMA 2021 Hourly Rates		\$350.00	\$235.00	\$205.00	\$140.00	\$120.00	\$110.00	\$50.00		

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. 22-029 ENTITLED, “SIDEWALK DEMOLITION AND INSTALLATION, TIER 1” PROJECT TO TEAM CONTRACTING, INC. IN AN AMOUNT NOT TO EXCEED EIGHT HUNDRED TWENTY-TWO THOUSAND SIX HUNDRED THREE DOLLARS AND SIXTY CENTS (\$822,603.60); 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-AWARD-SIDEWALK-MP-IMPLMTN-101122, R-2022- Team Contracting, Inc. Bid Award for Sidewalk Demolition and Installation, Tier 1 Project (ITB 22-029), Team Contracting, Inc. Agreement for Sidewalk Demolition and Installation, Tier 1 Project (ITB 22-029) signed by vendor



**CITY OF DANIA BEACH
PUBLIC SERVICES DEPARTMENT**

MEMORANDUM

DATE: October 11, 2022

TO: Honorable Mayor and Commissioners

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

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

**RE: AUTHORIZATION TO AWARD ITB NO. 22-029 “SIDEWALK DEMOLITION
AND INSTALLATION, TIER 1”**

Request

The Public Services Department (PSD) requests the adoption of the attached resolution authorizing the award of the Invitation to Bid (ITB) No. 22-029 “Sidewalk Demolition and Installation, Tier 1” to Team Contracting, Inc.

Background

In 2021, the City identified the need for a citywide sidewalk master plan. This effort will document and assess the city’s sidewalks and provide a workplan to address sidewalk deficiencies citywide in a programmed manner. PSD contracted with Kimley-Horn and Associates, Inc (KHA) to assess the citywide sidewalks. KHA submitted an assessment of the City’s sidewalks in April 2022 that categorized the sidewalks into Tier 1 and Tier 2. Tier 1 sidewalks have vertical faults from ½ inch to greater than 3 inches as well as horizontal faults. Tier 2 sidewalks show signs of cracking, spalling, obstructions, visual cross slopes issues, and water ponding.

The condition of the Tier 1 sidewalks can pose tripping hazards; therefore, it is necessary to repair the sidewalks categorized as Tier 1 as soon as possible.

The Sidewalk Demolition and Installation, Tier 1 ITB was advertised in the Sun-Sentinel on August 12, 2022, and posted on the City’s website and Demand-Star. Bids were opened publicly on September 12, 2022, with two (2) responses received:

- | | |
|------------------------------|----------------|
| 1. Conengineers Builders LLC | \$1,240,383.33 |
| 2. Team Contracting, Inc. | \$822,603.60 |

\continued...



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

AUTHORIZATION TO AWARD ITB NO. 22-029 “SIDEWALK DEMOLITION AND INSTALLATION, TIER 1”

The Bid Selection Committee, consisting of the Deputy Public Services Director/City Engineer, the Project Manager, and the CIP and Grants Administrator endorses the recommendation of the consulting project engineer to select Team Contracting, Inc. as the responsive and responsible bidder.

Budgetary Impact

The cost of the project is \$822,603.60 and will be funded as follows:

Sidewalk Masterplan Repairs Project	301-39-59-541-63-10	\$400,000.00 (available)
MAB-ARPA Reserve	301-39-59-541-63-10	\$400,000.00 (transfer)
Repair & Maintenance Streets	001-39-06-541-46-60	\$22,604.00 (transfer)

Recommendation

PSD recommends the City Commission adopt a resolution to award the project contract to Team Contracting, Inc. for an amount not to exceed \$822,603.60.

RESOLUTION NO. 2022-159

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE AWARD OF INVITATION TO BID (“ITB”) NO. 22-029 ENTITLED, “SIDEWALK DEMOLITION AND INSTALLATION, TIER 1” PROJECT TO TEAM CONTRACTING, INC. IN AN AMOUNT NOT TO EXCEED EIGHT HUNDRED TWENTY-TWO THOUSAND SIX HUNDRED THREE DOLLARS AND SIXTY CENTS (\$822,603.60); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, City officials identified the need for a Citywide sidewalk master plan and contracted with Kimely-Horn and Associates, Inc. (“KHA”) to assess City sidewalks. KHA submitted an assessment of the City’s sidewalks in April 2022; and

WHEREAS, KHA’s Citywide Sidewalk Assessment quantified and categorized sidewalks with conditions that may create a hazard to pedestrians, known as Tier 1, consisting of 2,159 locations with an estimated replacement of 10,881 square yards of sidewalk; and

WHEREAS, on July 12, 2022, the City Commission approved Resolution No. 2022-101, authorizing the Public Services Department (“PSD”) to issue Invitation to Bid (“ITB”) No. 22-029 for the Sidewalk Demolition and Installation, Tier 1 Project; and

WHEREAS, on September 12, 2022, the City received the two below responses to ITB No. 2022-029:

- | | |
|------------------------------|-------------------|
| 1. Conengineers Builders LLC | \$1,240,383.33 |
| 2. Team Contracting, Inc. | \$822,603.60; and |

WHEREAS, the Bid Committee’s assessment of the bid packages provided by the respondents and reviewed by KHA, resulted in the selection of Team Contracting, Inc. as the lowest and most qualified;

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

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

Section 2. That the City Commission authorizes the proper City officials to execute a contract with Team Contracting, Inc. for the Sidewalk Demolition and Installation, Tier 1 Project in an amount not to exceed Eight Hundred Twenty-Two Thousand Six Hundred Three Dollars and Sixty Cents (\$822,603.60).

Section 3. That funding will be appropriated in the amount not to exceed Eight Hundred Twenty-Two Thousand Six Hundred Four Dollars (\$822,604.00) as follows:

Sidewalk Masterplan Repairs Project	301-39-59-541-63-10	\$400,000.00 (available)
MAB-ARPA Reserve	301-39-59-541-63-10	\$400,000.00 (transfer)
Repair & Maintenance Streets	001-39-06-541-46-60	\$22,604.00 (transfer)

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

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

PASSED AND ADOPTED on October 11, 2022.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

AGREEMENT

THIS IS AN AGREEMENT ("Agreement") dated October _____, 2022, 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 Team Contracting, Inc. ("Contractor") Inc., with a mailing address of 13911 SW 42nd Street, Suite 209, Miami, Florida 33175.

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

1. **Definitions.**

City. The City of Dania Beach, Florida.

City Code. The City of Dania Beach Code of Ordinances.

Force Majeure: Any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of such party including, but is not limited to fire, earthquakes, hurricanes, tornadoes, storms, lightning, epidemic, pandemic, war, riot, civil disturbance, sabotage, and governmental actions (provided that City's actions cannot delay of the City' s compliance hereunder).

Governmental Approvals: All governmental and quasi-governmental approvals from applicable city, county and other agencies and authorities required to develop the Property, including, but not limited to, development of regional impact approvals, site plan approvals, comprehensive land use plan approvals, plat approvals and recordation, public dedications, environmental approvals, zoning approvals, building permits and all other governmental approvals required in connection with the development of any Improvements at the Property (and the expiration of all appeal periods with respect thereto), modification or vacation of easements or both, and other matters pertaining to the Property.

Governmental Authority. Any federal, state, county, municipal or other governmental department, entity, authority, commission board, bureau, court, agency, or any instrumentality of any of them now existing or hereafter created, having jurisdiction over the Property or any portion thereof.

Governmental Requirement. Any law, enactment, statute, code, ordinance, rule, regulation, judgment, decree, writ, injunction, order, permit, certificate, license, authorization, agreement, or other direction or requirement of any Governmental Authority now existing or hereafter enacted, adopted, promulgated, entered, or issued. Contractor shall comply with all Governmental Requirements applicable to the operations and Property, including, without limitation, those prohibiting discrimination by reason of race, color, religion, sex, marital status, sexual orientation, gender identity, national origin, or handicap in the development, construction, management, Agreement, use, occupancy of the operation and Property or any portion thereof.

Work. The labor and materials required to complete the construction of the Improvements on the Property, and any related buildings or structures not located on the Property, in a good and workmanlike manner in accordance with the Plans and all applicable Governmental Requirements.

2. Scope of Services. The Contractor agrees to provide engineering services (“Services” or “Work”) associated with the City’s ITB (Invitation to Bid) No. 22-029 entitled “SIDEWALK DEMOLITION AND INSTALLATION, TIER 1”, which Bid is incorporated by this reference into this Agreement as Exhibit “A”. This Agreement encompasses the Contractor’s response; provided, however that if there is any conflict between the terms of the Agreement and the Contractor’s response to City, the Agreement is controlling. The Services are identified and described in the Contractor’s response as Exhibit “B” which exhibit is incorporated by reference into this Agreement.

3. Subcontracts. It is expressly agreed to by the parties that the City shall approve in advance in writing any Subcontractors and the fees to be paid them by Contractor, prior to any such Subcontractor proceeding with any such work. Contractors shall only designate employees who are sufficiently skilled to provide the required services specified in this Agreement. 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. It is expressly agreed to by the parties that the City shall approve in advance in writing any subcontractors and the fees to be paid them by Contractor, prior to any such subcontractor proceeding with any such work.

4. 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.

4.1 Code Related Inspections. The Contractor recognizes that the City of Dania Beach, Development Services Department, is a department within the City of Dania Beach, separate and apart from the City of Dania Beach’s Engineering Department, that is charged with the inspection of improvements to real property for code compliance. The Contractor agrees that it will not assert, as an City caused delay, or as a defense of any delay on the part of the Contractor, any good-faith action or series of actions on the part of the Development Services Department, including, but not limited to, the Development Services Department’s refusal to accept any portion of the Contractor's Work. If it is ultimately determined by the Architect and City that such delay was not the result of Contractor's failure to comply with the Agreement Documents, the Contractor may be entitled to make a claim for extension of Agreement Time only as its exclusive remedy, in accordance with the terms of the Agreement.

4.2 Commercial Activities. Contractor shall not establish any commercial activity or issue concessions or permits of any kind to third parties for establishing commercial activities on lands owned or controlled by City. Contractor shall not allow its employees to engage in any commercial activities on the site.

4.3 Cooperation With Others. City and other contractors may be working at the site during the performance of this Agreement. Contractor shall fully cooperate with the City, City's designated Representative, and other separate contractors to avoid any delay or hindrance of their work. City may require that certain facilities be used concurrently by Contractor and other parties, and Contractor shall comply with such requirements. The City shall provide for coordination of the activities of the City's own forces, and of each separate contractor, with the Work of the Contractor, who shall cooperate and participate with other separate contractors and the City in reviewing their construction schedules.

4.3 The below listed documents are to be used by the Contractor and City during the administration of this Agreement. Additional administrative forms may supplement this list upon written notice by the City (or City's Project representative). City reserves the right to modify these forms as it deems necessary. Contractor shall maintain logs for Items A-K and provide to City monthly.

- A. Request for Information
- B. Field Instruction
- C. Field Bulletin
- D. Construction Change Proposal
- E. Change Order
- F. Construction Change Directive
- G. Submittal Transmittal
- H. Deficiency Report
- I. Non-Conformance Report
- J. Contractor's Daily Report
- K. Substitution Report

4.4 Contractor shall provide and maintain all utilities in work areas to meet the requirements of the Agreement. Such utilities shall be furnished by the Contractor and shall include, but not be limited to, the following:

- A. Public telephone service for the Contractor's use.
- B. Construction power as required at each point of construction.
- C. Water as required throughout the construction.

4.5 Prior to final acceptance of the Work, the Contractor shall, at its expense, satisfactorily remove and dispose of all temporary utilities developed to meet the requirements of the Agreement. The City will assume the utility costs directly related to its usage of areas in which the Work has been certified as Substantially Complete.

4.6 Coordination And Correlation Of Drawings And Specifications. The Contractor represents that the Contractor, its Subcontractors, material and equipment suppliers have

carefully and diligently compared Phasing, Demolition, Landscaping, Architectural, Structural, Electrical, Underground, Civil and Site Drawings and Specifications, and have compared and reviewed all general and specific details on the Drawings. Contractor shall not be liable to the City for damages or costs resulting from errors, omissions, or inconsistencies in the Agreement Documents, or for differences between field conditions and the Agreement Documents, unless the Contractor recognized, or in the exercise of its due diligence, should have recognized the issue and knowingly failed to report it to the City. Contractor shall have the right to rely on the completeness and accuracy of information, Drawings, Specifications, and other Agreement Documents provided by the City or Design Consultants.

4.7 Agreement Interpretation. All claims of Contractor, and all questions the Contractor may have concerning interpretation or clarification of this Agreement or its acceptable fulfillment shall be submitted immediately, in writing, to City for resolution. City, or its representatives, will render its determination concerning such resolution within an appropriate period, not to exceed five (5) calendar days, unless additional time is needed due to the novelty or complexity of the interpretation or clarification requested, which determination shall be considered final and conclusive unless Contractor files a timely written protest pursuant, as a Dispute. The Contractor's written protest shall state clearly and in detail the basis thereof, and the relief it seeks, if any. City will consider Contractor's protest and render its decision thereon within five (5) calendar days. If Contractor does not agree with the City's decision, the Contractor shall immediately deliver written notice to that effect to the City. If questions of interpretation are not responded to by the Architect or City within the time frame above, and in a manner so as not to impede the natural progress of the Work as scheduled, and such delay impacts the critical path of the Work, Contractor shall be entitled to adjustment in the performance time as its exclusive remedy. Contractor is solely responsible for requesting instructions or interpretations and is solely liable for any cost and/or expenses arising from its failure to do so. Contractor's failure to protest City's determinations, instructions, clarifications or decisions within five (5) calendar days after receipt thereof shall constitute a waiver by Contractor of all its rights to further protest, judicially or otherwise.

5. Date Of Commencement And Substantial Completion

5.1 The Date of Commencement is the date from which the Agreement 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 Agreement for convenience, as provided in the General Conditions. If Contractor fails to commence the Work within thirty (30) days of the date set forth in the Notice to Proceed, City may terminate the Agreement immediately, without providing an opportunity to cure.

5.2 The Contractor shall achieve Substantial Completion not later than One Hundred Eighty (180) calendar days and Final Completion of the entire Work not later than Two Hundred Ten (210) calendar days or, each commencing with the date set forth in the Notice to Proceed as issued by the City, subject to adjustments of this Agreement Time as provided in the Agreement Documents.

5.3 Term. The term of this Agreement shall be through and including **May 29, 2023**, or completion of the Services, whichever date is sooner.

6. Payment for Services.

6.1 City agrees to pay Contractor a not-to-exceed lump sum fee of Eight Hundred Twenty-Two Thousand Six Hundred Three Dollars and Sixty Cents (\$822,603.60). a based on the tasks and associated fees attached as Exhibit "B" and incorporated into the Agreement by this reference

6.2 No travel and meal costs will be reimbursable unless incurred outside of Miami-Dade, Broward and Palm Beach Counties, which costs shall be approved in writing in advance by the City. Any such costs are payable at the City reimbursement rate.

6.3. The Agreement Sum is based upon the cost agreed upon by the parties, for the satisfactory performance of the Work in accordance with the Agreement Documents.

6.4 The value of any construction Work covered by a Change Order or of any claim for an increase or decrease in the Agreement Sum shall be determined in one of the following ways at the City's option:

(A) Where the Work involved is covered by unit prices contained in the Agreement Documents, by application of unit prices to the quantities of items involved without additional fees.

(B) By mutual acceptance of a lump sum price.

6.5 Contractor may expend funds only for allowable costs resulting from obligations incurred during the specified Agreement period.

6.6 Any balance of unobligated funds which have been advanced or paid must be refunded to the City.

6.7 Any funds paid in excess of the amount to which the Contractor or sub-contractor is entitled under the terms of the Agreement must be refunded to the City.

6.8 Any additional information as required in Section 215.97, Florida Statutes.

6.9 Any necessary additional work, as determined by City, which is not covered by the approved written proposal, shall not be undertaken without a written amendment to this Agreement executed by both parties in advance of any work.

6.10 Contractor shall submit its invoices in the format and with supporting documentation as may be required by City.

7. Billing Procedure.

7.1 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

7.2 The City will pay to the Contractor for the faithful performance of the Agreement, in lawful money of the United States, and subject to adjustments as provided in the Agreement 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.

7.3 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 Agreement 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 Agreement. 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.

7.4 Based upon Applications for Payment submitted to the City by the Contractor and Certifications of Payment issued by the City, the City shall make progress payments on account of the Agreement Sum to the Contractor as provided below, elsewhere in the Agreement Documents and in accordance with Part VII of Chapter 218, Florida Statutes, as it may be amended from time to time, entitled the "Local Government Prompt Payment Act."

7.5 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

(A) Each Application for Payment shall be based upon the Schedule of Values submitted by the Contractor in accordance with the Agreement Documents. The Schedule of Values shall allocate the entire Agreement Sum among the various portions of the Work and be prepared in such form and supported by such data to substantiate its accuracy as the City may require. This Schedule, unless objected to by the City, shall be used as a basis for reviewing the Contractor's Applications for Payment.

(B) Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

7.6 Subject to the provisions of the Agreement Documents, the amount of each progress payment shall be computed as follows:

(A) Payment for services performed may be made on a monthly basis upon approval of the Application for Payment by the designated official of the City. The Agreement may include phases of performance to be negotiated. There will be separate phases for design responsibilities and for construction responsibilities. Retainage will be withheld on all payments as authorized by state law until City acceptance of the Project and City has received evidence of satisfactory completion of the Agreement.

(B) Ten percent (10%) of monies earned by the Contractor shall be retained by City until Final Completion and acceptance by City, except for the following items: General Conditions and self-performed work performed on a cost reimbursement basis, if any. After fifty percent (50%) of the Work has been completed, Contractor may request that the Agreement Administrator reduce the retainage to five (5%) percent of all monies previously earned and all monies earned thereafter, and City shall grant such request, provided that there are no pending claims by the City for delay or otherwise, and provided further that there are no pending third party claims against the City as a result of the Work, including claims for non-payment by Contractor's lower-tiered subcontractors and suppliers ("Claims"). At any time thereafter, Agreement Administrator may increase retainage back to ten percent (10%) of all monies previously earned and all monies earned thereafter, if in the sole discretion of the Agreement Administrator, such increase is necessary to protect the City from any Claims, and such retainage may be deducted from any monies then due or that is to become due the Contractor. After ninety (90%) percent of the Work has been completed, and provided that there are no pending Claims, the Agreement Administrator may reduce the retainage to two and one-half (2-1/2%) percent of all monies previously earned and all monies earned thereafter. Subsequent to Final Completion and prior to Final Payment, Agreement Administrator may reduce retainage to a nominal amount at the sole discretion of the Agreement Administrator. Any reduction in retainage shall be in the sole discretion of the Agreement Administrator, and Contractor shall have no entitlement to a reduction. City shall hold retainage in the amount of two and one-half percent (2-1/2%) or such reduced amount as applicable, until the expiration of any applicable warranty period(s) to ensure completion of Contractor's warranty obligations and maintenance of all required insurance coverages during the warranty period(s). Any interest earned on retainage shall accrue solely to the benefit of City.

(C) City may withhold, in whole or in part, payment to such extent as may be necessary to protect itself from loss on account of:

- (1) Defective Contractor or Subcontractor Work not remedied.
- (2) Claims filed or reasonable evidence indicating probable filing of claims by other parties against Contractor.
- (3) Failure of Contractor to make payments properly to subcontractors or for material or labor.
- (4) Damage to another subcontractor not remedied.

- (5) Failure of Contractor to provide any and all documents required by the Agreement Documents.

7.7 Application for Payment after the first Application shall be accompanied by a Certification of Payment form, provided by the City, from the Contractor and each Supplier and Subcontractor, in amounts equal to those stated in the PRIOR Application for the Contractor and each Subcontractor and each Subcontractor, Material/Labor Supplier so due payment. The Application for Payment for Retainage shall be accompanied by a final Certification of Payment and Release of Claim form from the Contractor, each Supplier and Subcontractor in amounts equal to those stated in the Schedule of Values.

8 Final Payment. Final payment, constituting the entire unpaid balance of the Agreement Sum, shall be made by the City to the Contractor when:

(A) the Agreement has been fully performed by the Contractor except for the Contractor's responsibility to correct nonconforming Work, if any, which obligation survives final payment and continues thereafter;

(B) a final Certification of Payment has been issued by the City; such final payment shall be made by the City not more than thirty (30) days after the issuance of the Contractor's final Certification of Payment;

(C) final Certification of Payment has been furnished from the Contractor, Suppliers and Subcontractors; and

(D) a Consent of Surety, if any, for final payment.

9. Payment and Performance Bond. The Contractor agrees that before commencing any work or construction the Contractor shall maintain, at all times, a valid payment and performance bond, consistent with the requirements contained in the ITB, attached as Exhibit B. The executed Bonds shall be attached to this Agreement as Exhibit C.

10. Protection Of Property. The Contractor 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. 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.

11. Florida Trench Safety Act. The Contractor shall include with its Bid, when applicable, all documentation required by the Florida "Trench Safety Act", Section 553.63, Florida Statutes. The unit prices and total prices presented in the Bid, and those presented in any subsequent change orders shall include the Contractor's cost for compliance with the applicable trench safety standards.

12. 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.

13. Public Bid Disclosure Act. 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).

14. Safety. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Project Work. The Contractor 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. Contractor, 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).

15. 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 Agreement 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.

16. Construction Quality. Contractor agrees to perform all work ("Work") required to complete the construction of the Improvements on the Property in a good and workmanlike manner.

16.1 Standards of Construction. Any and all construction of Improvements shall be performed in such a manner as to provide that the Improvements shall: (i) Be structurally sound and safe for its intended use, and free from any unusual hazards; (ii) Be designed for use for only those purposes permitted under Section 13 hereof; (iii) Be fire resistant to the extent required by the provisions of the local applicable building codes and shall not be used for the manufacture or storage of flammable, explosive or hazardous materials in violation of applicable law; (iv) Substantially comply with the Approved Conceptual Plans; (v) Comply with the terms and provisions of this Agreement; and (vi) Comply with all applicable laws, ordinances, rules, regulations and procedures of all applicable Governmental Authorities. The City may refuse to grant approval if the proposed facilities as shown on such plans and specifications will fail to meet the criteria set forth above.

16.2 Comply with Applicable Law. All Improvements constructed or installed by the Contractor, its agents, or contractors, shall conform to all applicable state, federal, county, and local statutes, ordinances, building codes, fire codes, and rules and regulations, as amended.

16.3 Consultation. If requested by the City, the Contractor and its architect, engineer and contractor shall meet with the City in periodically scheduled meetings to assess the current status of completion.

16.4 Contractor's Obligations During Construction. Prior to the Completion Date, Contractor shall:

- (A) Provide all architectural and engineering services, scaffolding, hoists, temporary structures, light, heat, power, toilets, temporary utility connections, equipment, tools and materials and other requirements for the performance of the Work;
- (B) Maintain the Property in a clean and orderly condition, at all times, taking into consideration the public beachfront nature of the Project, and remove all paper, cartons and other debris from the Property;
- (C) Preserve all properties adjacent to or leading to the Property, and restore and repair any such properties damaged as a result of construction of the Work, whether such properties are publicly or privately owned;
- (D) Implement and maintain at all times a comprehensive hurricane and flood plan for the Property and the Work, and provide a copy of same to the City, if requested;
- (E) Provide construction fencing.
- (F) As Built. Within one hundred twenty (120) days after the date a CO is issued for Improvements constructed by Contractor during the term of this Agreement, the Contractor shall at its expense, provide the City with a complete set of "as built" plans and specifications, including mylar reproducible "record" drawings, and, if available, one set of machine readable disks (or comparable) containing electronic data in an AUTOCAD format that meets the City's graphic standards of the "as-

constructed" or "record" plans for such Improvements. The "as built" plans submitted by Contractor must show the square footage of each Improvement depicted in such plans.

- (G) Use diligent effort to complete the Work in a commercially reasonable time under the circumstances and in accordance with this Agreement. At all times make diligent effort to have proper supervision of the general contractor or other employees or agents of the Contractor upon the Property site.
- (H) Contractor Progress Reports. At the request of City, Contractor will deliver written reports of the progress of construction to the City Manager or his or her designee.
- (I) City's Representative. The City may designate one or more employees or agents to be the City's Representative for the Project so that he or she may, subject to site conditions and during normal business hours, visit and the Property.
- (J) Certificates of Final Completion. After Contractor completes the Work and obtains a Certificate of Occupancy for the Improvements, the City will deliver to Contractor, a recordable Certificate of Final Completion certifying that, to the best of the City's knowledge, Contractor has satisfied all its obligations to the City, in its capacity as Landlord under this Agreement, for the construction of the specified Improvements.

16.5 Site Conditions Contractor has the sole responsibility of satisfying itself concerning the nature and location of the Work and the general and local conditions, and particularly, but without limitation, with respect to the following: those affecting transportation, access, staging, parking, disposal, handling and storage of materials; availability, quantity and quality of labor, water and electric power; availability and condition of roads; climatic conditions, location of underground utilities as depicted on Agreement documents, and through verification with local utility companies and the City, physical conditions of existing construction, topography and ground surface conditions; subsurface geology, and nature and quantity of surface and subsurface materials to be encountered; the nature of the ground water conditions; equipment and facilities needed preliminary to and during performance of the Agreement; and all other matters which would be reasonably known to a licensed general contractor with expertise in streetscape and related infrastructure construction as in any way affecting performance of the Agreement, or the cost associated with such performance. The failure of Contractor to acquaint itself with any applicable condition will not relieve it from the responsibility for properly estimating either the difficulties or the costs of successfully and timely performing the Agreement.

16.6 The City shall not be responsible for any conclusions or interpretations made by the Contractor based on the information made available by the City. The City shall not be responsible for any understanding reached or representation made concerning conditions which can affect the Work by any of Contractor's officers, employees, agents, subcontractors, material men, or suppliers before execution of this Agreement, unless that understanding or representation is expressly stated in this Agreement.

16.7 The provisions of this Section 16 shall be deemed a complete waiver by the Contractor of claims for equitable adjustment in Agreement Time or Price, or both, unless due to (1) subsurface or concealed conditions which differ materially from those indicated on the Agreement Documents, or (2) unknown physical conditions of an unusual nature which differ materially from those ordinarily found to exist and generally recognized as inherent in construction of the character provided in the Agreement Documents; provided however, that claims under this Section 16 shall be denied in the event that the conditions were reasonably inferable from activities, testing and investigations performed in connection with the Pre-Con Agreement, and which would otherwise provide to Contractor an expectation that the conditions could be similar elsewhere in the Project.

16.8 Warranty. Unless otherwise provided elsewhere in the Agreement, all materials and equipment incorporated into any Work covered by the Agreement shall be new and, where not specified, of the highest grade and quality for their intended use, and all workmanship shall be in accordance with construction practices acceptable to City. Unless otherwise provided in the Agreement, Contractor warrants all equipment, materials, and labor furnished or performed under this Agreement, against defects in design, materials and workmanship, for a period of twelve (12) months (unless longer guarantees or warranties are provided for elsewhere in the Agreement in which case the longer periods of time shall prevail) from and after Substantial Completion of the Work under the Agreement, regardless of whether the same were furnished or performed by Contractor or by any of its subcontractors of any tier. Even in the event that the City assumes partial utilization of portions of the Work prior to completion of all Work, the Warranties for that portion shall also extend for twelve (12) months from Substantial Completion of the entire Work, so that all warranties are running concurrently upon Substantial Completion of the total Project.

16.9 Upon receipt of written notice from City of any defect in any such equipment, materials, or labor during the applicable warranty period due to defective design, materials or workmanship, the affected item or parts thereof shall be redesigned, repaired or replaced by Contractor at a time and in a manner acceptable to City in compliance with the Agreement Documents, at its expense.

16.10 Contractor warrants such redesigned, repaired or replaced Work against defective design, materials and workmanship for a period of twelve (12) months from and after the date of acceptance thereof. Should Contractor fail to promptly make the necessary redesign, repair, replacement and tests, after written notice from City specifying the defects, City may perform or cause to be performed the same, at Contractor's sole cost and expense.

16.11 Contractor shall perform such tests as City may require verifying that such redesign, repairs and replacements comply with the requirements of this Agreement. All costs incidental to such redesign, repair, replacement, and testing, including the removal, replacement, and reinstallation of equipment and materials necessary to gain access, shall be borne exclusively by Contractor. However, if such testing determines that the Work is not defective, than City shall compensate Contractor for such costs of testing and any effects on previously completed work.

16.12 Contractor and its Surety shall be liable for the satisfaction and full performance of the warranties as set forth herein, and any damage to other parts of the Work caused by the Contractor's failure to perform pursuant to this section 16.

16.13 The Contractor shall commence Work to remedy or replace the defective, deficient Work within five (5) calendar days after receiving written (including transmittals by email) notice from the City, subject to allowance for long-lead items. If the Contractor fails to remedy or remove or replace that Work or material which has been found to be defective, or reasonably commence corrective action, then the City may remedy or replace the defective or deficient Work at the Contractor's expense; provided, however, all repairs to natural gas, telephone, radio, computer security, water, electric, air conditioning services and all emergency services shall be commenced within twelve (12) hours of notification, or by 7:00 a.m. whichever is earlier, and Contractor shall complete the repairs in an expeditious manner befitting the nature of the deficiency. The Contractor shall immediately pay the expenses incurred by the City for remedying the defects. If the City is not paid within ten (10) calendar days, the City may pursue any and all legal remedies it may have against the Contractor and its Surety.

16.14 The Contractor is required to provide a designated telephone number for warranty related emergencies which occur outside the normal workday. The Contractor is solely responsible for ensuring that all warranty Work is completed in the manner described above. If the City agrees, in writing, a subcontractor may be the point of contact for notices regarding warranty items, but such agreement shall not absolve the Contractor of its responsibility.

16.15 Ingress/Egress. Contractor's access to the Work area will be permitted only through approaches that will be designated by City, and then only in such manner that Contractor's traffic will not interfere with City's operations and Merchants/Tenants adjacent to the activity area(s). Contractor shall, at all times, maintain reasonably free unimpeded ingress and egress at the site. Contractor personnel are not to enter into any areas of the jobsite other than Work areas and areas of designated access. Contractor shall safely maintain, at all times during the performance of the Work, both vehicular and pedestrian traffic in, around, and adjacent to the Project.

16.16 Preconstruction Conference. As soon as practicable after execution of this Agreement, and prior to commencing any Work, a pre-construction conference will be coordinated by the Contractor and the City. In attendance at said conference will be City, Architect, and any of their representatives as may be deemed advisable. The purpose of said conference is to determine procedures related to the smooth progress of the Project, review of any items requiring clarification, maintenance of traffic, merchant and pedestrian accessibility, related safety issues, and procedures for the processing and distribution of all documents and correspondence related to the Agreement, among other things.

16.17 Meetings. The Contractor shall, at its expense, as requested by City, attend any and all meetings called by City to discuss the Work under the Agreement. Such meetings shall be conducted and recorded by the City with typed minutes of each meeting distributed to all attendees.

16.18 Delivery, Unloading And Storage Contractor shall, at its expense, receive, unload, store in a secure place, and deliver from storage to the construction site all materials, plant and equipment required for the performance of the Agreement. The storage facilities, methods of storing and security provisions shall meet City's approval and manufacturer's recommendations. Materials and equipment subject to degradation by outside exposure shall be stored in a weather tight enclosure.

16.19 Work Area. All Contractor's Work areas on the jobsite will be assigned by City. Contractor shall confine its office, shops, storage, assembly and equipment and vehicle parking to the areas so assigned. Before commencing Work, the Contractor shall provide a temporary office on the site of the Work, which shall have a telephone where a representative of the Contractor may be reached at all times during normal working hours. Should Contractor find it necessary or advantageous to use any additional land outside the Project site for any purpose whatever, Contractor shall, provide and make its own arrangements for the use of such additional land.

16.20 Plant, Equipment And Facilities. Contractor shall provide and use on any Work only such construction plant and equipment as are capable of producing the quality and quantity of work and materials required by the Agreement and within the time or times specified in the Agreement. Before proceeding with any Agreement Work or with erection of any facilities, including, but not limited to, temporary structures, machinery, equipment, offices and warehouses, Contractor shall furnish City such information and drawings relative to such equipment, plant facilities as City may request.

16.21 Upon written order of City, Contractor shall discontinue operation of unsatisfactory plant and equipment or facilities and shall either modify or remove the unsatisfactory items from the site.

16.22 Contractor shall not remove construction plant or equipment from the site before the Work is finally accepted without City's written approval. Such approval shall not be unreasonably withheld.

16.23 Contractor-Furnished Materials, Equipment And Workmanship. Only new, unused items of recent manufacture, of designated quality, but in no event less than the standard quality for the improvements, free from defects, will be accepted. Rejected items shall be removed immediately from the Work and replaced with items of specified quality. Failure by City to order removal of rejected materials and equipment shall not relieve Contractor from responsibility for quality of the materials supplied nor from any other obligation under the Agreement Documents.

16.24 Contractor shall continuously check architectural and structural clearances for accessibility of equipment and mechanical and electrical systems. No allowance of any kind will be made for Contractor's negligence to foresee means of installing equipment into position inside structures.

16.25 No Work defective in construction or quality, or deficient in meeting any requirement of the Agreement Drawings and Specifications, will be acceptable regardless of City's failure to discover or to point out defects or deficiencies during construction; nor will the presence of field representatives at the Work or the satisfaction of the Work meeting applicable code requirements relieve Contractor from responsibility for the quality and securing progress of Work as required by the Agreement Documents. The City shall notify the Contractor of

defective or unacceptable Work if the City discovers such. Defective Work revealed within the time required by warranties (whether expressed or implied) shall be remedied in accordance with Section 15, entitled, "Warranty." No payment, whether partial or final, shall be construed as an acceptance of defective Work or improper materials.

16.26 Contractor shall waive "common practice" and "common usage" as construction criteria wherever details and specifications or governing codes and ordinances require greater quantity or better quality than common practices and common usage would require. Contractor shall order and schedule delivery of materials in reasonable time to avoid delays in construction. Delays in delivery of equipment or material purchased by the Contractor or its Trade Contractors shall not be considered as a cause for an adjustment of the Agreement Time or a basis for damages or compensation. The Contractor shall be fully responsible for the timely ordering, scheduling, expediting, delivery, and installation of all equipment and materials. If an item is found to be unavailable, Contractor shall notify City immediately of recommended substitute(s) to permit City's selection of a suitable substitute.

16.27 City will exercise sole authority for determining conformance of workmanship, materials, equipment and systems with the requirements of the Agreement. Review and approval of all items proposed by Contractor for incorporation into the Work will be by City. This function by City will apply both to approvals for the Agreement as initially signed, and to approvals for changes to Agreement by modifications during progress of the Work. Reference to manufacturers' names, brands and models is to establish the type and quality desired. Substitutions may be permitted unless specifically noted otherwise in this Agreement.

16.28 When materials, equipment, or systems are specified by performance only, without reference to specific manufacturer's brands or models, Contractor shall submit its own choice for City's review and approval, supported by sufficient evidence of conformity with the Agreement Documents.

16.29 Substitutions. Prior to proposing any substitute item, Contractor shall satisfy itself that the item proposed is, in fact, equal or better to that specified, that such item will fit into the space allocated, that such item affords comparable ease of operation, maintenance and service, that the appearance, longevity and suitability for the climate are comparable, and that by reason of cost savings, reduced construction time, or similar demonstrable benefit, the substitution of such item will be in City's interest, and will in no way impact detrimentally upon the Project completion date and schedule. The burden of proof of equality of a proposed substitution for a specified item shall be upon Contractor prior to City's decision on such substitution. Contractor shall support its request with sufficient test data and other means to permit City to make a fair and equitable decision on the merits of the proposal. Contractor shall submit drawings, samples, data, certificates, and additional information as may be required by the City for proposed substitute items.

16.30 Any item by a manufacturer other than those specified or of brand name or model number or of generic species other than those specified will be considered a substitution. City will be the sole judge of whether or not the substitution is equal in quality,

utility and economy to that specified. Contractor shall allow an additional seven (7) calendar days for City's review of substitution. All requests for substitutions with submittal data must be made at least fourteen (14) calendar days prior to the time Contractor must order, purchase, or release for manufacture or fabrication. Materials and methods proposed as substitutions for specified items shall be supported by certification of their approval for use by all governmental agencies having jurisdiction over use of specific material or method. Substitutions may not be permitted in those instances where the products are designed to match artistic design, specific function or economy of maintenance.

16.31 Expediting The equipment and material furnished under this Agreement may be subject to expediting by City, at City's expense. City shall be allowed reasonable access to the shops, factories, and other places of business of the Contractor and its subcontractors and suppliers, for expediting purposes. As required by City, Contractor shall supply schedules and progress reports for City's use in expediting and Contractor shall cooperate with City and require its subcontractors and suppliers to cooperate with City in such expediting. Any expediting performed by City shall not relieve Contractor of its sole and primary responsibility for timeliness of delivery of the equipment and material to be furnished under this Agreement.

16.32 Field Layout Of Work All Work under this Agreement shall be constructed in accordance with the lines and grades shown on the Agreement Drawings or as approved by the City in writing. Elevation of existing ground, structures and appurtenances are believed to be reasonably correct but are not guaranteed to be absolute and therefore are presented only as an approximation. All survey work for construction control purposes shall be made by a land surveyor registered in the State of Florida, with demonstrated experience in the Project area, and who shall be employed by the Contractor at Contractor's expense. The Contractor shall establish all base lines for the location of the principal component parts of the Work together with permanent benchmarks and temporary benchmarks adjacent to the Work. Based upon the information provided by the Agreement Drawings, the Contractor's surveyor shall develop and make all detail surveys necessary for construction including establishment or construction of grid coordinates as shown on the Agreement Drawings, location of property boundaries, stakes for all working points, lines and elevations. City shall provide surveys necessary for utility easements.

The Contractor shall have the responsibility to carefully preserve all benchmarks, reference points and stakes. In case of destruction thereof by the Contractor resulting from his negligence, or for any other reason, it shall be held liable for any expense and damage resulting therefrom and shall be responsible for any mistakes that may be caused by the unnecessary loss or disturbance of such benchmarks, reference points and stakes. Existing or new control points, property markers, and monuments that will be established or are destroyed during the normal course of construction shall be reestablished by the Contractor, and all reference ties recorded therefor shall be furnished to the City. All computations necessary to establish the exact position of the Work shall be made and preserved by the Contractor.

16.33 Contractor Furnished Drawings, Data And Samples. Review and permission to proceed by City as stated in this Agreement does not constitute acceptance or approval of design details, calculations, analyses, test methods, certificates or materials developed or selected by the Contractor and does not relieve Contractor from full compliance with contractual obligations. Drawings, samples, catalogues, data and certificates required shall be submitted to the City for review. All correspondence from the Contractor to the City shall be numbered sequentially and the submittal number shall be referenced. Submittal drawings (shop, erection or setting diagrams) and schedules, required for work of various trades, shall be checked before submission by technically qualified employees of Contractor for accuracy, completeness and compliance with Agreement requirements. These drawings and schedules shall be stamped and signed by Contractor certifying to such check. The certification stamp shall read as follows:

"I certify that I have checked this submittal for accuracy, completeness and compliance with Agreement requirements, and it has been coordinated with all other submittals and Agreement Documents."

SIGN

DATE

16.34 Drawings. Where drawings are required for (a) fabrication of Contractor furnished equipment; (b) installing Contractor furnished material or equipment; or (c) planning and performance of the Work under Agreement; such drawings shall be originally generated and submitted by and at the expense of the Contractor before fabrication, installation or performance is commenced. Each submittal shall be made not less than fourteen (14) calendar days prior to the time that the drawings are required in accordance with the schedule. Allow at least seven (7) calendar days for review by the Engineer. Such drawings shall include, but not be limited to, matchmarks, erection diagrams and other details, such as field connections for proper installation, erection of the equipment, and performance of the Work.

16.35 Samples. Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged. Samples of all items of related systems (i.e., adjacent surfaces requiring similar colors but manufactured of different materials) must be submitted in the same time frame before the approval process can begin. Where samples are required, they shall be submitted by and at the expense of the Contractor. Such submittal shall be made not less than thirty five (35) calendar days prior to the time that the materials represented by such samples need to be ordered for incorporation into any Work in accordance with the schedule. Allow at least seven (7) calendar days for City's review. Materials represented by such samples shall not be manufactured, delivered to the site or incorporated into any Work without such review. Each sample shall bear a label showing the Contractor's name, date submitted, Project name, name of the item, manufacturer's name, brand name, model number, supplier's name, and reference to the appropriate drawing, Technical Specification section and paragraph number, all as applicable. Samples that have been reviewed

may, at Architect's and City's option, be returned to the Contractor for incorporation into the Work.

16.36 Catalogues, Data and Certificates. Where catalogues, data or certificates are required, one (1) digital copy and one (1) copy of each shall be submitted by and at the expense of the Contractor. Such submittal shall be made not less than fourteen (14) calendar days prior to the time that the materials represented by such catalogues, data or certificates must be ordered for incorporation into any Work in accordance with the BAR CHART schedule. Allow at least 7 calendar days for Architect and City's review. Material represented by such shall not be fabricated, delivered to the site or incorporated into any Work without such review. Certificates shall clearly identify the material being certified and shall include but not be limited to providing the following information: Contractor's name, Project name, name of the item, manufacturer's name, and reference to the appropriate drawing, Technical Specification section and paragraph number all as applicable. All catalogues, data and certificates submitted by the Contractor shall be certified and dated by the Contractor on the face of each catalogue, data and certificate to be correct and shall be furnished in accordance with these requirements and the requirements of the Technical Specifications.

16.37 Construction Schedule. Within ten (10) calendar days after the date of the City's issuance of a Notice to Proceed, the Contractor shall prepare and submit to the City a BAR CHART construction schedule in graphically depicting the activities contemplated to occur as a necessary incident to performance of the Work required to complete the Project, showing the sequence in which the Contractor proposes for each such activity to occur and duration (dates of commencement and completion, respectively) of each such activity. The City's initial approval for the purposes of this Section, and any other provisions in the Agreement Documents related to the Contractor's responsibility to prepare and submit schedules shall be limited to a determination that the activities, durations and logic are reasonable. The construction schedule shall be complete in all respects, covering, in addition to activities and interfaces with other Contractors at the site of the Work, offsite activities such as design, fabrication, an allowance for weather delays, submittals, procurement and jobsite delivery of Contractor furnished material and equipment. The schedule shall be a BAR CHART Critical Path type network drawn to a time scale using arrow or precedence type diagramming. The construction schedule activities shall mirror the payment application breakdown.

16.37.1 The construction schedule shall include the following:

- (a) Brief description of each activity.
- (b) All submittals, samples, approvals, fabrication, and deliveries for equipment and materials.
- (c) Activities showing scheduled start and finish, late start and finish, and float.
- (d) Relations between activities.
- (e) Duration of activities. No activity should be scheduled for more than 19 workdays.
- (f) Contractual and other major milestones including phasing.

- (g) Schedule activities to include labor and material.
- (h) An allowance for delays due to weather. Agreement Time extensions for weather delays will be granted only when all of the conditions and criteria for evaluation of time extensions have been met pursuant to the General Conditions.
- (i) Upon acceptance of the original Schedule, the Early Start and Early Finish dates for all activities shall be fixed as Planned Start and Planned Finish dates. Any further revisions to the schedule must be submitted in writing and approved by the City.
- (j) The detailed BAR CHART schedule submittal shall include one (1) digital color copy and one (1) color copy of the following:
 - (k) Time Scaled Network Diagram.
 - (l) Bar Chart in the following formats:
 - (m) Sorted by activity.
 - (n) Sorted by total float.
 - (o) Sorted by early start.
 - (p) Precedence and Successor report.
 - (q) Narrative report.
 - (r) Computer diskette. (One copy)
 - (s) Submittals shall be organized under Standard CSI format.
- (t) The detailed BAR CHART Schedule shall be updated monthly and submitted along with an updated CD accompanied by an Application for Payment. Contractor shall meet with the City and Architect/Engineer of Record to review and verify:
 - i. Actual start and finish dates for completed activities.
 - ii. Remaining duration required to complete each activity started, scheduled to start, but not completed.
 - iii. Logic and time, for change orders that are to be incorporated into the diagram and computer produced schedules.
 - iv. Percentage for completed and partially completed activities.

16.38 Following development and submittal of the construction schedule as aforesaid, the Contractor shall, at the end of each calendar month occurring thereafter during the period of time required to finally complete the Project, or at such earlier intervals as circumstances may require, update and/or revise the construction schedule to show the actual progress of the Work performed and the occurrence of all events which have affected the progress of performance of the Work already performed or will affect the progress of the performance of the Work yet to be performed in contrast with the planned progress of performance of such Work, as depicted on the original construction schedule and all updates and/or revisions thereto as reflected in the updated and/or revised construction schedule last submitted prior to submittal of each such monthly update and revision.

16.39 The Contractor shall prepare and incorporate into the schedule data base, at the required intervals, the following schedules:

A. Subcontractor Construction (Sub-networks) - Upon the award of each subcontract, the Contractor shall jointly with the subcontractor, develop a schedule which is

more detailed than the pre-bid schedule included in the Specifications, taking into account the Work schedule of the other subcontractors. The construction schedule shall include as many activities as necessary to make the schedule an effective tool for construction planning and for monitoring the performance of the subcontractor. The construction schedule shall also show pertinent activities for material purchase orders, manpower supply, shop drawing schedules and material delivery schedules.

B. Occupancy Schedule - The Contractor shall jointly develop with the Engineer and City a detailed plan, inclusive of punch lists, final inspections, maintenance training and turn-over procedures, to be used for ensuring accomplishment of a smooth and phased transition from construction to City occupancy. The Occupancy Schedule shall be produced and updated monthly from its inception through final City occupancy.

16.40 The Contractor shall submit a written narrative report as a part of his monthly review and update in a form agreed upon by the Contractor and the City. The narrative report shall include a description of problem areas; current and anticipated delaying factors and their estimated impact on performance of other activities and completion dates; and an explanation of corrective action taken or proposed.

16.41 The Contractor shall have in its employ for the length of this Project, at least one qualified scheduling specialist whose responsibility as to this Agreement will be to prepare, plan and draft the construction schedules, monitor the construction progress, analyze scheduling problems for resolution, update the Construction Schedule as required in the Agreement, and maintain updated information as required regarding the interface with other contracts. The costs associated herewith, and all scheduling activities, are included in the Lump Sum.

16.42 The Contractor agrees that whenever it becomes apparent from the current progress review meeting or the computer produced calendar dated schedule that the Agreement completion date will not be met, the Contractor shall execute some or all of the following remedial actions at Contractor's sole cost and expense:

- A. Increase construction manpower in such quantities and crafts as necessary to eliminate the backlog of Work.
- B. Increase the number of working hours per shift, shifts per working day, working days per week, the amount of construction equipment, or any combination of the foregoing to eliminate the backlog of Work.
- C. Reschedule the Work in conformance with the specification requirements.

16.43 Prior to proceeding with any of the above actions, the Contractor shall notify the City of the proposed schedule changes. Such actions shall be incorporated by the Contractor into the diagram before the next update, at no additional cost.

16.44 Responsibility For Work Security Contractor shall, at its expense, at all times conduct all operations under the Agreement in a manner to avoid the risk of loss, theft or damage by vandalism, sabotage or other means to any property. Contractor shall promptly take all reasonable precautions which are necessary and adequate against any conditions which involve a risk of loss, theft or damage to its property, at a minimum. Contractor shall continuously inspect all its Work, materials, equipment and facilities to discover and determine any such conditions and shall be solely responsible for discovery, determination and correction of any such condition. Contractor shall prepare and maintain accurate reports of incidents of loss, theft or vandalism and shall furnish these reports to City within three days of each incident.

16.45 Protection Of Work In Progress, Materials And Equipment Contractor shall be responsible for and shall bear any and all risk of loss or damage to Work in progress, all materials delivered to the site, and all materials and equipment involved in the Work until completion and final acceptance of Work under this Agreement. Excluded from Contractor's responsibility is any loss or damage which results from acts or omissions of the City or its representatives or other contractors. Permanent openings or thoroughfares for the introduction of work and materials to the structure and construction site shall be protected so that upon completion, the entire Work will be delivered to the City in proper, whole and unblemished condition.

16.46 Protection Of Existing Property Contractor shall so conduct its operations as not to damage, close, or obstruct any utility installation, highway, road or other property until permits therefore have been obtained. If facilities are closed, obstructed, damaged or rendered unsafe by Contractor's operations, Contractor shall, at its expense, make such repairs and provide temporary guards, lights and other signals as necessary or required for safety and the welfare of persons on the jobsite and the general public.

16.47 Contractor shall conduct its operation so as not to damage any existing buildings or structures. The Contractor shall verify that means and methods of construction used inside, adjacent to, under or over existing buildings will not cause damage. The Contractor shall provide protection methods which ensure the safety of persons on the jobsite and the general public. Unless otherwise specifically provided in the Agreement, Contractor shall not do any Work that would disrupt or otherwise interfere with the operation of any pipeline, telephone, electric, radio, gas, transmission line, ditch or other structure, nor enter upon lands in their natural state until approved by City. Thereafter, and before it begins such Work, Contractor shall give due notice to City of its intention to start such Work. Contractor shall not be entitled to any extension of time or any extra compensation on account of any postponement, interference, or delay cause by any such line, ditch or structure on or adjacent to the site of the Work. If Contractor has exercised due diligence, such as, but not limited to, conducting soft digs, securing utility locates, as well as other activities both during its Pre-Con

performance and thereafter, Contractor shall not be held responsible for any damages caused to any lines, cables, pipes, or pipelines which are not depicted on the surveys, studies, reports, investigations and legal descriptions of the site supplied to the Contractor.

Contractor shall preserve and protect all cultivated and planted areas and vegetation such as trees, plants, shrubs and grass on or adjacent to the Project, which, as determined by City, do not reasonably interfere with the performance of this Agreement. Contractor shall be responsible for damage to any such areas and vegetation and for unauthorized cutting of trees and vegetation, including, without limitation, damage arising from the performance of its work through operation of equipment or stockpiling of materials. All cost in connection with any repairs or restoration necessary or required by reason of any such damage or unauthorized cutting shall be borne by Contractor.

16.48 Labor. Contractor shall employ only competent and skilled personnel to perform the Work. Contractor shall, if requested to do so by City, remove from the jobsite any personnel of Contractor whom City determines unfit or acting or working in violation of any provision of this Agreement.

Work assignments and the settlement of jurisdictional disputes shall conform with either the Rules, Regulations and Procedures of the Plan for Settlement of Jurisdictional Disputes in the Construction Industry, and any successor agreement thereto, or any other mutually established method of determining work assignments and settling jurisdictional disputes. Contractor shall comply with and shall cooperate with City in enforcing jobsite conditions and job work rules which directly affect the performance of the Work including, but not limited to, starting and quitting time, smoking regulations, check-in and check-out procedures, job site safety regulations and security regulations, emergency plans and procedures, and daily clean-up.

The Contractor and subcontractors shall be bound by and comply with all Federal, State and local laws with regard to minimum wages, overtime work, hiring, and discrimination. All work necessary to be performed after regular working hours, on Saturdays, legal and City holidays, shall be performed without additional expense to the City. The Contractor shall comply with the Copeland Anti-Kick Back Act (19 U.S.C. 874) as supplemented in the Department of Labor Regulations (29 CFR Part 3). This act provides that each Contractor or subcontractor shall 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 is otherwise entitled.

16.49 Equal Employment Opportunity During the performance of this Agreement, the Contractor agrees as follows:

- (a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, or national origin. The Contractor will take affirmative action to ensure that applicants and employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, or national origin. 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. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth provisions of this nondiscrimination clause.

- (b) The Contractor will, in all solicitations or advertisements for employees placed for, by, or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, or national origin.
- (c) The Contractor will send to each labor union or representatives of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the City, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (d) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (e) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the City and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (f) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (g) The Contractor will include the provisions of paragraphs A through F in every subcontract or purchase unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontractor or purchase order as may be directed to the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.
- (h) All regulations, guidelines, and standards lawfully adopted under the governing statutes.

16.50 Safety & Protection Of Persons & Property

16.50.1 Responsibility For Safety And Health. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work to be performed under the terms of the Agreement ("Work"). The Contractor shall take all precautions and follow all procedures for the safety of, and shall provide all protection to prevent injury to, all persons involved in any way in the Work and all other persons, including, without limitation, the employees, agents, guests, visitors, invitees and licensees of the City and Users who may be affected thereby. The Contractor shall set forth in writing its safety precautions and programs in connection with the Work and submit the same to the City. The City may, but shall not be obligated to, make suggestions and recommendations to the Contractor with respect thereto.

16.50.2 All Work, whether performed by the Contractor, its Sub- Contractors or Sub-subcontractors, or anyone directly or indirectly employed by any of them, and all equipment, appliance, machinery, materials, tools and like items incorporated or used in the Work, shall be in compliance with, and conform to:

(a) all applicable laws, ordinances, rules, regulations and orders of any public, quasi-public or other authority relating to the safety of persons and their protection against injury, specifically including, but in no event limited to, the Federal Occupational Safety and Health Act of 1970, as amended and all State, Local, City and County rules and regulations now or hereafter in effect; and

(b) all codes, rules, regulations and requirements of the City and its insurance carriers relating thereto. In the event of conflicting requirements, the more stringent shall govern.

16.50.3 Should the Contractor fail to provide a safe area for the performance of the Work or any portion thereof, the City shall have the right, but not the obligation, to suspend Work in the unsafe area. All costs of any nature resulting from the suspension, by whomsoever incurred, shall be borne by the Contractor.

16.50.4 The Contractor shall provide, or cause to be provided, to each worker on the Job Site the proper safety equipment for the duties being performed by that worker and will not permit any worker on the Job Site who fails or refuses to use the same. The City shall have the right, but not the obligation, to order the Contractor to send a worker home for the day or to discharge a worker for his or her failure to comply with safe practices, with which order the Contractor shall promptly comply.

16.50.5 The Contractor shall defend, indemnify and hold the City, the City's Representative and their respective officers, directors, agents, employees and assigns, harmless from and against any and all liability, public or private, penalties, contractual or otherwise, losses, damages, costs, reasonable attorneys' fees, expenses, causes of action, claims or judgments to the extent resulting from any failure of the Contractor, its subcontractors or sub-

subcontractors or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, to comply with the provisions of this General Condition

16.50.6 In any and all claims against those indemnified hereunder by any employee of the Contractor, any subcontractor or sub-subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph shall not be limited in any way to any limit(s) on the amount or type of damage, compensation or benefits payable by or for the Contractor or any subcontractor or sub-subcontractor under any workers' compensation acts, disability benefit acts or other employee benefit acts.

16.51 Protection Of Work And Property; Responsibility For Loss. The Contractor shall, throughout the performance of the Agreement, maintain adequate and continuous protection of all completed Work and temporary facilities against loss or damage from whatever cause, shall protect the property of the City and third parties from loss or damage from whatever cause arising out of the performance of the Agreement and shall comply with the requirements of the City and its insurance carriers and with all applicable laws, codes, rules and regulations with respect to the prevention of loss or damage to the property. The City, their representatives or insurance carriers may, but shall not be required to, make periodic patrols of the Job Site as a part of its normal safety, loss control and security programs. In such event, however, the Contractor shall not be relieved of its aforesaid responsibilities and the City shall not assume, nor shall it be deemed to have assumed, any responsibility otherwise imposed upon the Contractor by this Agreement.

Until final acceptance of the Work by the City the Contractor shall have full and complete charge and care of and, except as otherwise provided in this subparagraph or elsewhere in this Agreement, shall bear all risk of loss of, and injury or damage to, the Work or any portion thereof (specifically including City furnished supplies, equipment or other items to be utilized in connection with, or incorporated in, the Work) from any cause whatsoever, except to the extent caused by City, its representatives, or contractors.

16.52 Surface And Subsurface Water. Surface or subsurface water or other fluid shall not be permitted to accumulate in excavations or under or in the structures. Should such conditions develop or be encountered, the water or other fluid shall be controlled and suitably disposed of by means of temporary pumps, piping, drainage lines and ditches, dams or other methods approved by the City in writing. The proposed location and coordination of temporary channels and conduits conducting accumulated water from the Job Site shall be permitted by the proper regulatory agency and submitted to the City for its prior written approval. All such Work shall be done at the sole expense of the Contractor.

16.53 Emergencies. In any emergency affecting the safety of persons or property, or in the event of a claimed violation of any federal or state safety or health law or regulation, arising out of or in any way connected with the Work or its performance, the Contractor shall act immediately to prevent threatened damage, injury or loss to remedy said violation, whichever is

applicable. Failure by Contractor to take necessary emergency action shall entitle the City to take whatever action it deems reasonably necessary, including, but not limited to, suspending the Work. The City may offset any and all costs or expenses of whatever nature, including reasonable attorneys' fees, paid or incurred by the City in taking such emergency action against any sums then or thereafter due to the Contractor. The Contractor shall defend, indemnify and hold the City harmless against any and all costs or expenses pursuant to this Section, by whomsoever incurred.

16.54 City's Standards. The City reserves the right, but assumes no duty, to establish and enforce standards, and to change the same from time to time, for the protection of persons and property, with which the Contractor shall comply, and to review the efficacy of all protective measures taken by the Contractor. The exercise of or failure to exercise any or all of these rights by the City shall not relieve the Contractor of its duties and responsibilities under this Agreement, and the City shall not thereby assume, nor be deemed to have assumed, any such duties or responsibilities of the Contractor.

16.55 Project Site Protection Contractor, at its expense, shall maintain such protection as provided in the subsection 16.49, entitled "Safety & Protection Of Persons & Property" in a satisfactory condition until removal is authorized by City. Contractor, at its expense, shall make all necessary repairs to property damaged by construction operations. Repairs shall be made in a manner satisfactory to City. The Contractor will provide parking for its employees within the designated work areas. Contractor employees will not be allowed to park in areas which are used by any facilities which remain in operation.

16.56 Fire Prevention. Contractor shall, at its expense, conform to all Federal, State, and local laws and regulations pertaining to burning, fire prevention and control within or adjacent to the Project. Necessary precautions to avoid and eliminate fire hazards shall be the responsibility of the Contractor. This includes keeping the Agreement Work area clear of all trash at all times. All tarpaulins used for any purpose during construction of any Work shall be made of material resistant to fire, water and weather and shall bear UL labels. Lighting of any fires on premises is strictly forbidden. Controlled burning shall be with the consent of the City. Contractor shall provide portable fire extinguishers properly labeled, located and compatible with the hazard of each work area and shall instruct its personnel in their use. Wherever welding and burning are conducted, inflammable materials shall be protected and a fire watch shall be provided by Contractor to be present during the burning and welding operation to ensure that protective measures are taken and that no fires result from such operation. The fire watch shall have fire extinguisher equipment readily available and know-how for proper use.

16.57 Illumination. When any work is performed at night or where daylight is shut off or obscured, Contractor shall, at its expense, provide artificial light sufficient to permit work to be carried on efficiently, satisfactorily and safely, and to permit thorough inspection. During such time periods the access to the place of work shall also be clearly illuminated. All wiring for electric light and power shall be installed and maintained in a first-class manner, securely fastened in place at all points, and shall be kept as far as possible from telephone wires, signal wires, and wires used for firing blasts.

16.58 Dust Control. The Contractor, for the duration of the Agreement, shall, at its expense, maintain all excavations embankments, haul roads, access roads, plant sites, waste disposal areas, borrow areas, and all other work areas free from dust. Industry-accepted methods of dust control suitable for the area involved and approved by City will be permitted.

16.59 Water Pollution. Contractor shall, at its expense, provide suitable facilities to prevent the introduction of any substance or materials into any stream, river, lake or other body of water which may pollute the water or constitute substances or materials deleterious to fish and wildlife.

16.60 Air Pollution. The Contractor shall, at its expense, so perform its work as not to discharge into the atmosphere from any source whatever smoke, dust, or other air contaminants in violation of the laws, rules and regulations of all Federal, State and local air and water pollution requirements including, but not limited to: Registering with the Dania Beach County Health Department, Air Pollution Board, any equipment requiring operating permits by said Board; Adhering to all Broward County Air Pollution Board Regulations.

16.61 Explosives & Hazardous Materials. Contractor shall obtain all required Federal, State and local permits and licenses and shall be responsible for the safe and proper handling, labeling, transporting, storage and use of any explosive or hazardous materials brought onto or encountered within the site, and at its expense, make good any damage caused by its handling, transporting, storage and use. The Contractor will notify the City immediately if explosive or hazardous materials are encountered on the site. Transporting explosive or hazardous materials onto the site will require prior written approval from the City. The Contractor shall maintain and post as necessary Material Hazard Data Sheets for all applicable Hazardous Materials used in the course of his work.

In the event that hazardous material is improperly handled or stored by the Contractor, its subcontractors, any sub-subcontractors, or any employee or agent of any of the aforementioned which results in contamination of the site, Contractor shall immediately notify the City and the appropriate governmental authority and shall take whatever action is necessary or desirable to remediate the contamination at the Contractor's sole cost and expense. Further, Contractor shall indemnify and hold harmless from any and all cost, expense, action, or liability whatsoever resulting from such contamination and/or remedial activities. If without negligence on the part of the Contractor or anyone for whom it is responsible, Contractor is held liable for the cost of remediation of a hazardous material or substance solely by reason of performing the Work as required by the Agreement Documents, the City shall pay for the direct costs of remediation as approved beforehand by City, in writing, which shall be paid from the Contingency Fund.

16.62 Inspection: Rejection Of Materials And Workmanship. All materials and equipment furnished and work performed shall be properly inspected by Contractor, at its expense, and shall at all times be subject to quality surveillance, observations or quality audit by City. Contractor shall provide safe and adequate facilities and all samples, drawings, lists and documents necessary for such quality surveillance, observation or quality audit. For this purpose, City shall be afforded full and free access to the shops, factories or places of business

of Contractor and its subcontractors and suppliers for such quality surveillance, observation or quality audit and to determine the status of the Work. If Contractor covers all or any portion of the Work prior to any quality surveillance or test by City, the cost of any necessary uncovering and replacing shall be borne by Contractor. Neither the failure to make such quality surveillance, observance or quality audit, nor to discover defective workmanship, materials, or equipment, nor acceptance of or payment to Contractor for such work, materials or equipment shall prejudice the rights of City thereafter to correct or reject the same as hereinafter provided.

If any material, equipment or workmanship is determined by City, either during performance of the Work or on final quality surveillance, or during any applicable warranty period (expressed or implied), to be defective or not complying with the requirements of this Agreement, City shall notify Contractor in writing that such material, equipment or work is rejected and the City reserves the right to withhold payment on any such item. Thereupon, Contractor shall, at its own expense, immediately remove and replace or correct such defective material, equipment or work by making the same comply strictly with all requirements of the Agreement.

16.63 Testing. Unless otherwise provided in the Agreement, Drawings and Specifications shop testing of materials or work shall be performed by the Contractor and in accordance with the Technical Specifications. Field testing of materials or work shall be performed by City. Should tests in addition to those required by the Specifications be desired by City, Contractor will be advised in reasonable time to permit such testing. Such additional tests will be at City's expense unless such additional tests are required due to Contractor's work or materials having failed any initial test. In this event, such additional (re-test) tests shall be at Contractor's expense. Contractor shall furnish samples as requested and shall provide reasonable assistance and cooperation as necessary to permit tests to be performed on materials or work in place including reasonable stoppage of work during testing. Contractor shall provide reasonable and accurate notice of when construction activities which require City's testing services are required. Contractor shall be responsible for stand-by and other costs associated with the testing agency if that construction activity is delayed or canceled.

16.64 Progress. Contractor shall give City full information in advance as to its plans for performing each part of the Work. If at any time during the progress of work, Contractor's actual progress is inadequate to meet the requirements of the Agreement, City may so notify Contractor who shall thereupon take such steps as may be necessary to improve its progress. If within a reasonable period as determined by City, Contractor does not improve performance to meet the currently approved Agreement construction schedule, City may require an increase in Contractor's labor force, the number of shifts, overtime operations, additional days of work per week and an increase in the amount of construction plant; all without additional cost to City. Neither such notice by City nor City's failure to issue such notice shall relieve Contractor of its obligation to achieve the quality of work and rate of progress required by the Agreement.

Failure of Contractor to comply with the reasonable instructions of City may be grounds for determination by City that Contractor is not prosecuting its work with such diligence as will assure completion within times specified. Upon such determination, City may terminate Contractor's right to proceed with the performance of the Agreement, or any separable part thereof, in accordance with the applicable provisions of this Agreement.

16.65 Changes City may, at any time, without invalidating the Agreement and without notice to the Surety(ies), make changes in the Work by issuing Change Orders, as well as Contingency Fund Change Orders addressed elsewhere in the Agreement Documents. City will issue written orders to Contractor for any changes, except that in the event of an emergency which City determines immediately endangers life or property, City may issue oral orders to Contractor for any work required by reason of such emergency. Such orders will be confirmed in writing as soon as practicable. Such orders, whether written or oral, may be accompanied by drawings and data as are necessary to show the extent of such ordered work. Contractor shall commence such changed work so that all dates set forth in Contractor's current construction schedule, as accepted by City, will be met. In the event of an emergency which City determines immediately endangers life or property, Contractor shall immediately commence such changes as required by City in order to mitigate or remove the emergency condition. Failure to commence any such change in timely fashion shall entitle City to invoke the provisions of "Termination for Cause".

Unless otherwise required, Contractor shall, within twenty-one (21) calendar days following receipt of a written Change request from City, submit in writing to City a Agreement Change Proposal for accomplishing such change, which proposal shall reflect the increase or decrease, if any, in cost to City of performing the change under the Agreement in comparison to what the cost would have been, had such change not been offered.

17. Liquidated Damages

17.1 Liquidated Damages will be assessed as stated in the Agreement for each non-compliant day that any requirements listed in this section 17 are not met. The parties have agreed that since they are unable to ascertain the amount of damages which would be suffered by City as a result of Contractor's failure to timely complete all Work required by the date set forth above, the amount of one-tenth (0.01) of one percent (1%) of the Agreement value, inclusive of adjustments, per day, but not less than Five Hundred Dollars (\$500.00) per day, which amount has been agreed to by the parties, is considered to be City's liquidated damages, and it is not a penalty. It shall be assessed against the Contractor until substantial and final completion, respectively, are achieved.

17.2 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 equipment must be stored in a designated staging area.

17.3 Site Restoration: 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 Agreement, 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.

17.4 Access: As applicable, 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.

17.5 Date of Commencement and Substantial Completion: The Date of Commencement is the date from which the Agreement 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 Agreement 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 Agreement immediately, without providing an opportunity to cure.

17.6 The Contractor shall achieve Substantial Completion not later than one hundred twenty (120) calendar days and Final Completion of the entire Work not later than one hundred fifty (150) calendar days, each commencing with the date set forth in the Notice to Proceed as issued by the City, subject to adjustments of this Agreement Time as provided in the Agreement Documents.

18. Audit. As the funding for this project comes from FRDAP, Contractor, by entering into this Agreement, the Contractor agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the Contractor is appropriate, the Contractor agrees to comply with any additional instructions provided by the Department to the Contractor regarding such audit. The Contractor further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

19. Indemnification of City.

19.1 The Contractor shall, in addition to any other obligation, indemnify the City and to the fullest extent permitted by law, protect, defend 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 from such property, 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 or its Subcontractors, 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, copyright or trademark rights by Contractor or its Subcontractors in the performance of the work;
- (C) liens and claims made by the Contractor or its Subcontractors; and

19.2 Indemnification for Construction Contracts. In the event that the performance of services under the Agreement is deemed to be a “construction Agreement” 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 City, 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 Agreement Documents.

20. Environmental Matters.

20.1 Defined Terms for Purposes of this Section.

Environmental Condition means any set of physical circumstances in, on, under, or affecting the Property that may constitute a threat to or endangerment of health, safety, property, or the environment, including but not limited to:

- (A) The presence of any hazardous Substance, except in such quantities and concentrations as are routinely found in nature or in products used in ordinary business or commercial activities;

(B) Any underground storage tanks, as defined in Subtitle I of the Hazardous and Solid Waste Amendments of 1984, 42 U.S.C. 6991 et. seq., or the regulations thereunder, for the storage of hazardous wastes, oil, petroleum products, or their byproducts;

(C) Any PCB, asbestos or any other substances specifically regulated under the Toxic Substances Control Act, 15 U.S.C. 2601 or regulations issued thereunder; and

(D) Any open dump or system of refuse disposal for public use without a permit, as prohibited by 42 U.S.C. 6945 and/or Florida law equivalent, or the regulations issued thereunder.

Environmental Laws means the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601 et. seq., the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et. seq.; the Toxic Substances Control Act, 15 U.S.C. 2601 et. seq.; the Clean Water Act, 33 U.S.C. 1251 et seq.; the Clean Air Act, 42 U.S.C. 7401 et. seq.; the Oil Pollution Act, 33 U.S.C. 2701 et. seq., the Hazardous Materials Transportation Act, 49 U.S.C. 1801 et. seq.; the Refuse Act of 1989, 33 U.S.C. 407; the Occupational Safety and Health Act, 29 U.S.C. 651 et. seq., as such laws have been amended or supplemented from time to time, the regulations promulgated under these laws; and any analogous Governmental Requirements.

Environmental Requirements means all present and future Governmental Requirements, including without limitation, the Environmental Laws, authorizations, judgments, decrees, concessions, grants, orders, agreements or other restrictions or requirements relating to any Environmental Conditions or any Hazardous Substances on the Property.

Hazardous Substance means any substances or materials identified to be toxic or hazardous according to any of the Environmental Laws, including without limitation, any asbestos, PCB, radioactive substances, methane, volatile hydrocarbons, acids, pesticides, paints, petroleum based products, lead, cyanide, DDT, printing inks, industrial solvents or any other material or substance that has in the past or could presently or at any time in the future cause or constitute a health, safety or other environmental hazard to any person or property. The term Hazardous Substances includes hazardous wastes, hazardous substances, extremely hazardous substances, hazardous materials, toxic substances, toxic chemicals, oil, petroleum products and their by-products, and pollutants or contaminants as those terms are defined in the Environmental Laws.

Environmental Permit means any Governmental Approval required under any Environmental Law in connection with the ownership, use or operation of the Property for the storage, treatment, generation, transportation, processing, handling, production or disposal of Hazardous Substances, or the sale, transfer or conveyance of the Property, and all supporting documentation thereof.

Environmental Claim means any accusation, allegation, notice of violation, claim, demand, abatement or other order or direction (conditional or otherwise) by any Governmental Authority or any person for personal injury (including without limitation, sickness, disease, or death), tangible or intangible property damage, damage to the environment, nuisance, pollution, contamination or other adverse effects on the environment, or for fines, penalties, or restrictions, resulting from or based upon:

- (A) The existence or release, or continuation of any existence of a release (including without limitation, sudden or non-sudden, accidental or non-accidental leaks or spills) of, or exposure to, any substance, chemical, material, pollutant, contaminant, or audible noise or other release or emission in, into or onto the environment (including without limitation, the air, ground, water or any surface) at, in, by, from or related to the Property; or
- (B) The environmental aspects of the transportation, storage, treatment or disposal of materials in connection with the activities on the Property; or
- (C) The violation, or alleged violation, of any Governmental Requirements relating to Environmental Requirements on the Property; but excluding any of violations arising solely from the intentional actions of the City and its agents.

20.2 Corrective Action Work means any and all activities of removal, response, investigation, testing, analysis, remediation taken to:

- (A) Prevent, abate or correct an existing or threatened Environmental Condition at, about, affecting, or affected by the Property; or
- (B) Comply with all applicable Environmental Requirements.

20.3 Environmental Indemnification. Contractor covenants and agrees, at its sole cost and expense, to defend (with counsel selected by Contractor, after consulting with the City), indemnify and hold harmless the City, its successors, and assigns from and against any and all Environmental Claims, whether meritorious or not, brought against the City by any Governmental Authority resulting from acts of the Contractor:

20.4 This indemnity includes, without limitation, indemnification against: all costs of removal, response, investigation, or remediation of any kind; all costs of disposal of such Hazardous Substances as necessary to comply with Environmental Laws; all costs associated with any Corrective Action Work; all costs associated with claims for damages to persons, property, or natural resources; any loss from diminution in the value of the Property; and the City's Attorneys' Fees, consultants' fees, court costs and expenses incurred in connection with any Environmental Claims brought against the City.

- (A) Contractor's indemnification of City is only for Environmental Claims which arise out of or are caused by actions or events occurring after the Effective Date of the Property Agreement.
- (B) This indemnification is to be interpreted as broadly as possible and is in addition to all other rights of the City under this Agreement.
- (C) Payments by Contractor under the Environmental Indemnification will not reduce Contractor's obligations and liabilities under any other provision of this Agreement.
- (D) Neither the Contractor nor the general contractor, nor any other contractor in privity with Contractor, has a duty to indemnify the City in connection with any Environmental Claims that are due to the negligent conduct of the City or its agents.
- (E) Compliance. Contractor agrees to comply with all existing and future federal, state, county, and municipal environmental laws, administrative code provisions, ordinances, rules and regulations, and the requirements of any development order

covering the Property issued pursuant to Chapter 380, Florida Statutes, all as may be amended.

21. Insurance Requirements. The Contractor shall not commence Work under the Agreement until Contractor has obtained all insurance required under this Article. The Contractor shall not allow any employee of Contractor or any Subcontractor to commence Work until all Coverages required 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.

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 providing 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 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 SHALL NOT PERFORM OR CONTINUE WORK PURSUANT TO THE CONTRACT, 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 CONTRACT 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.

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.

**SPECIAL PROVISIONS AS TO GENERAL LIABILITY INSURANCE:
(to be confirmed on or attached to the Official Certificate of Insurance)**

- “The City of Dania Beach, Florida” is to be added as a named “Additional Insured”;

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 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 Employers’ Liability Part B with limits of \$100,000.00 each accident, \$100,000.00 each employee and \$500,000.00 policy limit for disease.

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.

22. Assignment of Agreement. The Contractor acknowledges, understands and agrees that its performance under this Agreement is or may be contingent upon the City receiving timely services from other Contractors (the “Supporting Contractors”). The Contractor agrees to use its best efforts to coordinate its services with the services of the Supporting Contractors and further agrees that in the event the rendition of any services of any of the Supporting Contractors is delayed, such delay will not entitle the Contractor to any additional compensation or payment of any kind. Furthermore, the Contractor shall not be entitled to an increase in

compensation, or be entitled to payment of any kind from the City, for damages or expenses incurred which are direct, indirect or consequential or other costs and lost profits of any kind including, but not limited to, costs of acceleration, inefficiency or extended overhead, arising because of any other delay, disruption, interruption, interference or hindrance from any cause whatsoever, whether such delay, disruption or interference be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable; provided, however, that this provision shall not preclude recovery of damages by the Contractor for hindrances or delays caused solely by fraud, bad faith or active malicious interference on the part of the City. The Contractor shall only be entitled to extensions of time for performance as the exclusive and sole remedy for delay. In recognition of the fact that Contractor is not entitled to costs of acceleration arising out of the delays caused by Supporting Contractors, Contractor shall not be required to accelerate its services where delays have resulted from Supporting Contractors, unless the City agrees to compensate Contractor for such accelerated efforts.

23. Public Records Law. Contractor shall maintain books, records, documents and other evidence directly pertinent to performance of work under this Agreement in accordance with generally accepted accounting principles and practices. The Contractor shall also maintain the financial information and data used by the Contractor in the preparation of support of any claim for reimbursement for any out-of-pocket expense or cost. The City shall have access to such books, records, documents and other evidence for inspection, audit and copying during normal business hours. The Contractor will provide proper facilities for such access and inspection. Audits conducted under this section shall observe generally accepted auditing standards and established procedures and guidelines of the City. The Florida Public Records Act, Chapter 119 of the Florida Statutes, may have application to records or documents pertaining to this Agreement and Contractor acknowledges that such laws have possible application and agrees to comply with all such laws.

Upon request from the City custodian of public records, Contractor 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.

24. Retention Of Records And Right To Access

24.1 The Contractor shall preserve and make available all financial records, supporting documents, statistical records, and any other documents pertinent to the agreement for a period of **five (5) 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 **five (5) years**, the records shall be retained by the City until resolution of audit finding.

The Contractor shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5) years** from the date the audit report is issued, and shall allow the Department of

Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The Contractor shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

24.2 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 this Agreement are and shall remain the property of the City.

24.3 Upon completion of Work under this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Contractor shall be delivered by the Contractor to the City Manager, at no cost to the City, within seven (7) days. All such records stored electronically by Contractor 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 this Agreement, the Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

24.4 Any compensation due to Contractor shall be withheld until all records are received as provided in this Agreement.

24.5 Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the City.

25. Section 119.0701(2)(a), Florida Statutes

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.

Custodian of Records:	THOMAS SCHNEIDER, CMC CITY CLERK
Mailing Address:	100 W. Dania Beach Boulevard Dania Beach, Florida 33004
Telephone number:	954-924-9800, Ext. 3624
Email:	tschneider@daniabeachfl.gov

26. No Waiver. Failure of the City to insist upon strict performance of any provision or condition of this Agreement, or to enforce any right contained in it, shall not be construed as a waiver or relinquishment for the future of any such provision, condition or right, but the same shall remain in full force and effect.

27. Declaration of Default. The failure of the Contractor a) to supply enough properly skilled workers or materials, or b) its failure to make prompt payments to subcontractors, or for materials or labor, or c) to obey laws, ordinances, rules, regulations or orders of public agencies having jurisdiction, or d) to comply in any way with the Agreement Documents, shall be sufficient grounds for the City to find the Contractor in material default, and that sufficient cause exists to terminate the Agreement for cause, and to withhold payment or any part thereof until the cause or causes giving rise to the default has/have been eliminated by the Contractor and approved by the City. If a finding of default is made by the City, the Contractor and its Surety shall remain responsible for performance of the requirements of the Agreement Documents unless and until the City terminates the Agreement. Upon a finding of default, the City shall set a reasonable time, but in no event in excess of seven (7) calendar days after written notice from City detailing the default, within which the Contractor and its Surety shall eliminate the cause or causes of default. When the basis for finding of default no longer exists, the City shall notify the Contractor and its Surety, in writing, that the default has been corrected, and that the Contractor is no longer in default. If the Contractor fails to correct the default within the time allowed, the City, without further notice to Contractor or its Surety, may immediately terminate the Agreement and the employment of the Contractor, without otherwise waiving its rights against the Contractor or its Surety. To the extent that the time limits herein conflict with those set forth in the Performance Bond, the time limits in this section shall take precedence.

28. Termination Or Suspension Of Agreement

28.1 Termination By The Contractor:

A. The Contractor may terminate the Agreement if the Work is stopped for a period of thirty (30) days through no act or fault of the Contractor, Subcontractor, Sub-subcontractor, their agents or employees, or any other persons performing portions of the Work under the Agreement with the Contractor, for any of the following reasons:

1. issuance of an order of a court or other public authority having jurisdiction, and
2. an act of government, such as a declaration of national emergency, making material unavailable.

B. If one of the above reasons exists, the Contractor may, upon five (5) additional days' written notice to the City, terminate the Agreement and recover from the City payment for Work performed.

28.2 Termination By The City For Cause:

(A) The City may terminate the Agreement if the Contractor:

- (1) persistently or repeatedly refuses or fails to supply enough properly skilled workers, proper equipment, materials, or fails to adhere to the schedule established as adjusted from time to time pursuant to the terms of the Agreement;

- (2) fails to comply with laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction, including City;
- (3) commits any act or omission that evidences a lack of integrity or honesty or which reflects negatively on the City, including but not limited to the company of its owners, officers and agents being charged with any act of moral turpitude or any environmental violation;
- (4) fails to obtain or maintain all insurance Coverage required by the Agreement Documents; or
- (5) otherwise, is guilty of substantial breach of a provision of the Agreement or Agreement Documents; or
- (6) One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Contractor (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement: i. Entry of an order for relief under Title 11 of the United States Code; ii. The making by Contractor of a general assignment for the benefit of creditors; iii. The appointment of a general receiver or trustee in bankruptcy of Contractor's business or property; and/or iv. An action by Contractor under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation; or
- (7) If Contractor or its Surety(ies) do(es) not cure such failure within seven (7) calendar days from receipt of notification, or sooner if consideration of safety to persons is involved, or if Contractor or its Surety(ies) fails to provide satisfactory evidence that such default will be corrected, City may, without further notice to Contractor, terminate in whole or in part Contractor's right to proceed with work by written notice and prosecute the Work to completion by Agreement or by any other method deemed expedient. City may take possession of and utilize any materials, plant, tools, equipment, and property of any kind furnished by Contractor and necessary to complete the Work.
- (8) Contractor, and its sureties, shall be liable, jointly and severally, to City for all costs in excess of the Agreement price for such terminated work reasonably and necessarily incurred in the completion of the Work, as adjusted by Change Orders, if any, including cost of administration of any Agreement awarded to others for completion, plus Liquidated Damages.

(9) The commitment of any material breach of this Agreement by Contractor, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement; or

(10) Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Contractor by a state or other licensing authority; or

(11) Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement; or

(12) Failure to maintain the insurance required by this Agreement.

28.3 Upon termination for default, Contractor shall:

(a) immediately discontinue work on the date and to the extent specified in the notice and place no further purchase orders or subcontracts to the extent that they relate to the performance of work terminated;

(b) inventory, maintain and turn over to City all materials, plant, tools, equipment, and property furnished by Contractor or provided by City for performance of work;

(c) promptly obtain cancellation upon terms satisfactory to City of all purchase orders, subcontracts, rentals, or any other agreements existing for performance of the terminated work or assign those agreements to City as directed;

(d) cooperate with City in the transfer of information and disposition of work in progress so as to mitigate damages;

(e) comply with other reasonable requests from City regarding the terminated work; and

(f) continue to perform in accordance with all of the terms and conditions of the Agreement such portion of work that is not terminated.

(g) When the City terminates the Agreement, the Contractor shall not be entitled to receive any further payment until the Work is completed and approved by the Engineer of Record.

(h) All damages, costs and charges incurred by City shall be deducted from any monies due or which may become due to Contractor. In case the damages and expenses so incurred by City shall exceed the unpaid balance, then Contractor shall be liable and shall pay to City the amount of such excess.

28.4 If, after Notice of Termination or Suspension of Contractor's right to proceed, it is determined for any reason that Contractor was not in default, the rights and obligations of City and Contractor shall be the same as if the Notice of Termination had not been issued, pursuant to the Termination for Convenience clause as set forth below.

28.5 Termination By The City For Convenience:

The Agreement may be terminated for convenience by City upon fifteen (15) days' advance written notice to Contractor and the Contractor's surety, if any (delivered by certified mail, return receipt requested) of intent to terminate and the date on which such termination becomes effective. In such case, the Contractor shall be paid for all acceptable work performed prior to termination and shall not be entitled to any other costs, fees or payments. City may, at its option and convenience, terminate the Agreement, in whole or in part, at any time by written notice thereof to Contractor, whether or not Contractor is in default. Upon any such termination, Contractor hereby waives any claims for damages from the termination, including, without limiting the generality thereof, loss of anticipated profits on Work not performed on account thereof, home office overhead, lost bonding capacity, and consequential damages. As the sole right and remedy of Contractor, City shall pay Contractor in accordance with Subparagraphs below; provided, however, that those provisions of the Agreement, which by their very nature survive final acceptance under the Agreement, shall remain in full force and effect after such termination

- (a) Upon receipt of any such notice, Contractor and its Surety shall, unless the notice requires otherwise;
- (b) Immediately discontinue work on the date and to the extent specified in the notice.
- (c) Place no further orders or subcontracts for materials, services, or facilities, other than as may be necessary or required for completion of such portion of work under the Agreement that is not terminated;
- (d) Promptly make every reasonable effort to obtain cancellation upon terms satisfactory to City of all orders and subcontracts to the extent they relate to the performance of work terminated;
- (e) If requested by the City in writing, assign to the City, all right, title and interest of the Contractor under the subcontracts terminated. Such Assignment shall not include assumption of Contractor's obligations or liabilities under any subcontract. The City shall have the right (but not the obligation) to assume the Contractor's obligations under any subcontracts assigned. Neither this paragraph or any assignment of subcontracts, shall constitute the City's assumption of Contractor's or other obligations under any such subcontract absent a written document executed by the City and the subcontractor in which the City expressly acknowledges an assumption of Contractor's obligations, and then only to the extent specified. In no event will the City assume any obligation of the Contractor under the subcontracts that arise out of or relate to Contractor's default prior to such assignment;
- (f) The Contractor shall include in all subcontracts, equipment leases and purchase orders, a provision requiring the subcontractor, equipment lessor, or supplier, to consent to the assignment of their subcontract or purchase order to the City;
- (g) Assist City, as specifically requested in writing, in the maintenance, protection and disposition of property acquired by City under the Agreement; and,

- (h) Complete performance of any work that is not terminated.
- (i) Upon any such termination, City will pay to Contractor an amount determined in accordance with the following (without duplication of any item):
- (j) All amounts due and not previously paid to Contractor for work completed in accordance with the Agreement prior to such notice, and for work thereafter completed as specified in such notice.
- (k) The reasonable cost of settling and paying claims arising out of the termination of work under subcontracts or orders.
- (l) The verifiable costs incurred prior to notice of termination.
- (m) Any other reasonable costs which can be verified to be incidental to such termination of Work, including demobilization costs.
- (n) In the case of such termination for City's convenience, Contractor shall be entitled to receive payment for Work actually executed, and verifiable costs incurred by reason of such termination, along with an amount not to exceed ten (10) percent for profit and overhead on such verifiable costs incurred.
- (o) The City's Termination for Convenience shall be without waiver or prejudice to, all of the City's claims, rights and remedies arising out of or related to any default, breach of Agreement, damages or other claims the City may have against Contractor, or Contractor's subcontractors, material suppliers of any tier, or any other person or entity at the time of termination or arising thereafter.
- (p) Contractor hereby acknowledges acceptance of the risk and cost of the foregoing and acknowledges and agrees to the foregoing limitation on Contractor's claims or damages arising out of, or relating to, a termination for convenience by the City.
- (q) Contractor shall submit within 30 calendar days after receipt of notice of Termination, for Convenience, a written proposal for payment, including all incurred costs and other entitlements described herein. City shall review, analyze, and verify such proposal, and negotiate an equitable adjustment, and the Agreement shall be amended in writing accordingly.

29. Suspension By The City For Cause

The City may order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as deemed necessary by the City, if the Contractor fails to maintain all insurance Coverage required by the Agreement Documents. Any delay in the Work caused by a lapse in Coverage shall be deemed non-excusable, shall not be grounds for a time extension, and shall be subject to any other applicable provisions in the Agreement and Agreement Documents concerning Contractor delay.

30. Suspension By The City For Convenience

(A) The City may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part, for such period of time as the City may determine, and the Contractor shall be entitled to an appropriate time extension, provided the suspension delays the critical path of the Work.

(B) If such suspension exceeds thirty (30) consecutive days, Contractor may also be entitled to an adjustment in the Agreement Sum for increases in the cost of performance of the Agreement resulting directly from the suspension, delay, or interruption, including reasonable profit on such increased cost; provided however, that no adjustment will be made to the extent:

- (1) that performance is, was, or would have been so suspended delayed, or interrupted by another cause for which Contractor is responsible;
- (2) that Contractor fails to adequately document the cost increase;
- (3) that the Contractor would have incurred the cost increase regardless of the suspension, delay, or interruption, or
- (4) that an equitable adjustment is made or denied under another provision of the Agreement or Agreement Documents.

31. Receipt Of Notice Of Termination Or Suspension

Upon receipt of Notice of Termination or suspension, Contractor shall deliver or otherwise make available to City all data, drawings, specifications, reports, estimates, summaries and such other information as may have been required by the Agreement or Agreement Documents, whether completed or in process. Upon receipt of any such written notice, Contractor shall, unless the notice requires otherwise:

- (a) immediately discontinue work on the date and to the extent specified in the notice;
- (b) place no further orders or subcontracts for material, services, or facilities with respect to suspended work other than to the extent required in the notice;
- (c) promptly make every reasonable effort to obtain suspension, upon terms satisfactory to City, of all orders, subcontracts and rental agreements to the extent they relate to performance of work suspended;
- (d) continue to protect and maintain the Work including those portions on which work has been suspended, and
- (e) take any other reasonable steps to minimize costs associated with such suspension.

In addition to all amounts that would otherwise be due for Work performed prior to the suspension, as compensation for such suspension, Contractor will be reimbursed for the following verifiable costs (without profit) and without duplication of any item, to the extent that such costs directly result from such suspension of work:

- (a) standby charge to be paid to Contractor during the period of suspension of work which standby charge shall be sufficient to compensate Contractor for keeping, to the extent required in the notice, its organization and equipment committed to the Work in a standby status;
- (b) All reasonable costs associated with mobilization and demobilization of Contractor's plant, forces and equipment; and
- (c) An equitable amount to reimburse Contractor for the cost of maintaining and protecting that portion of the Work upon which work has been suspended.

32. Ownership of Documents. All correspondence, studies, data, analyses, documents, instruments, applications, memorandums and the like, including drawings and specifications prepared or furnished by Contractor (and any Subcontractor) pursuant to this Agreement shall become owned by and be the property of the City and the City shall consequently obtain ownership of them by any statutory law or common law and other reserved rights, including copyright; however, such documents are not intended or represented by Contractor to be suitable for reuse by City on extensions of the work or on any other work or project. Any such reuse, modification or adaptation of such document without written verification or permission by Contractor for the specific purpose intended will be at City's sole risk and without liability or legal exposure to Contractor or to any Subcontractors. If City alters any such documents, City will expressly acknowledge same so that no third party will be in doubt as to the creation or origination of any such document.

33. Force Majeure. Under any and all provisions of this Agreement, neither the City nor Contractor, as the case may be, will be considered in breach of or in default of any of their respective non-monetary and monetary obligations under the Agreement as a result of an unavoidable delay due to strikes, lockouts, acts of God, inability to obtain labor or materials, riot, war, hurricane, tornado, weather related events or conditions, pandemics, epidemics, shutdowns due to government restrictions, utility company delays, or other similar causes beyond the commercially reasonable control of a party (in each case, an event of "Force Majeure"). Upon the occurrence of a Force Majeure, the applicable time-period will be extended for each day of the period of the Force Majeure event.

34. Remedies Cumulative. Waiver. The rights and remedies of the parties to this Agreement, whether provided by law or by this Agreement, are intended to be cumulative and concurrent. The exercise by either party of any one or more of its remedies will not preclude the exercise by a party, at the same or different times, of any other remedies for the same default or breach, or of any of its remedies for any other default or breach by the other party. The waiver by a party

of any default or Event of Default under this Agreement will not extend to or affect any other existing or subsequent Event of Default, or impair any rights, powers, or remedies of a party in connection with any other default or Event of Default. A party's delay or omission in exercising any right, power or remedy will not be construed as a waiver of any default or Event of Default or constitute acquiescence to the default.

35. Notices. Except as provided above, whenever either party desires to give notice to the other, it must be given by written notice, sent by certified U.S. mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective persons and places for giving of notice:

City: Ana M. Garcia, ICMA-CM, City Manager
City of Dania Beach, Florida
100 West Dania Beach Boulevard
Dania Beach, Florida 33004

With a copy to: Eve A. Boutsis City Attorney
City of Dania Beach
100 West Dania Beach Boulevard
Dania Beach, Florida 33004

Contractor: Daniel Gell, Vice President
Team Contracting, Inc.
13911 SW 42 Street, Suite 209
Miami, Florida 33175

36. Governing Law. The parties agree that this Agreement shall be construed in accordance with and governed by the laws of the State of Florida.

37. Bankruptcy. It is agreed upon that if the Contractor is adjudged bankrupt, either voluntarily or involuntarily, then this Agreement shall terminate effective upon the date and at the time the bankruptcy petition is filed. Upon such filing of Bankruptcy, Contractor will automatically be in default of this Agreement and the provisions of Article 9 will be enforced at City's discretion.

38. Dispute Resolution

38.1 Claims And Disputes

A. The responsibility to substantiate a Claim shall rest with the party making the Claim. All Claims must be made in writing and addressed to the City and the Contractor.

B. Process for Resolving a Claim. The Contractor shall review the Claim and make a recommendation to the City. The City shall render a final decision regarding the Claim. A decision by the City shall be required as a condition precedent to litigation of a Claim

between the Contractor and City as to all such matters arising prior to the date final payment is due, regardless of: 1) whether such matters relate to execution and progress of the Work; or 2) the extent to which the Work has been completed.

C. Time Limits on Claims. Claims by the Contractor must be made within thirty (30) days after occurrence of the event giving rise to such Claim or within thirty (30) days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Claims by the Contractor or its respective subcontractors must be made by written notice to the City. An additional Claim made after the initial Claim has been implemented by Change Order will not be considered unless submitted in a timely manner.

D. Continuing Agreement Performance. Pending final resolution of a Claim, unless otherwise agreed in writing, the Contractor shall proceed diligently with performance of the Agreement and the City shall continue to make payments in accordance with the Agreement Documents.

E. Claims for Concealed or Unknown Conditions. If conditions are encountered at the Project site which are: 1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Agreement Documents; or 2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist in the locale of the Project site and generally not recognized as inherent in construction activities of the character provided for in the Agreement Documents, then notice by the observing party shall be given to the other party promptly before conditions are disturbed and in no event later than twenty-one (21) days after first observance of the conditions. The Contractor shall promptly investigate such conditions and, if they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, Contractor shall recommend to the Contractor, with the City's approval, an equitable adjustment in the Agreement Sum, Agreement Time, or both. If the Contractor determines that the conditions at the Project site are not materially different from those indicated in the Agreement Documents and that no change in the terms of the Agreement is justified, the Contractor shall so notify the City and Contractor in writing, stating the reasons. Claims by either party in opposition to such determination must be made within twenty-one (21) days after the Contractor has given notice of the decision. If the Contractor and Contractor cannot agree on an adjustment in the Agreement Sum or Agreement Time, the adjustment shall be referred to the City for final determination.

F. Claims for Additional Cost. If the Contractor wishes to make Claim for an increase in the Agreement Sum, written notice as provided in these Conditions shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Paragraph 10.3. If the Contractor believes additional cost is involved for reasons including but not limited to: 1) a written interpretation from the Contractor; 2) an order by the City to stop the Work where the

Contractor was not at fault; 3) a written order for a minor change in the Work issued by the Contractor; 4) failure of payment by the City; 5) termination of the Agreement by the City; or 6) City's suspension of Work, then the Claim shall be filed in accordance with the procedure established in this Agreement.

G. Claims for Additional Time.

1. If the Contractor wishes to make Claim for an increase in the Agreement Time, written notice as provided in these Conditions shall be given. The Contractor's Claim shall include an estimate of cost and a probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

2. If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time and could not have been reasonably anticipated, and that weather conditions had an adverse effect on the scheduled construction.

H. Injury or Damage to Person or Property. If either party to the Agreement suffers injury or damage to person or property because of an act or omission of the other party, or any of the other party's employees or agents, or of others for whose acts such party is legally liable, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding twenty-one (21) days after first observance of the injury or damage. The notice shall provide sufficient detail to enable the other party to investigate the matter.

38.2 Resolution Of Claims And Disputes

A. The Contractor shall review Claims and take one or more of the following preliminary actions within ten days of receipt of a Claim: 1) request additional supporting data from the claimant; 2) submit a schedule to the parties indicating when the Contractor expects to take action; or 3) suggest a compromise. The Contractor may, at the City's direction, notify the surety, if any, of the nature and amount of the Claim. The Contractor shall notify the City or the Claimant. The City shall make the final determination of whether to pay or dispute the Contractor's Claim.

B. If a Claim has been resolved, the Contractor shall prepare or obtain appropriate documentation.

C. If a Claim has not been resolved, the party making the Claim shall, within ten days (10) after the Contractor's preliminary response, take one or more of the following actions: 1) submit additional supporting data requested by the Contractor; 2) modify the initial Claim; or 3) notify the Contractor that the initial Claim remains valid.

D. The Contractor shall notify the parties in writing of the City's decision within seven days of receipt of: 1) additional supporting data; 2) a request to modify the initial Claim; or 3) that the initial Claim stands and the City's decision shall be final and

binding on the parties but subject to review by a court of competent jurisdiction. The Contractor shall prepare or obtain appropriate documentation regarding the Claim. If there is a surety and there appears to be a possibility of a Contractor's default, the Contractor may, at the City's direction, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

38.3 All claims, counterclaims, disputes and other matters in question between City and Contractor arising out of, relating to or pertaining to this Agreement, the breach of it, the services of it, or the standard of performance required in it, shall 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.

39. Venue; Fees.

39.1 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. To be clear, should mediation fail, all claims, counterclaims, disputes and other matters in question between City and Contractor arising out of, relating to or pertaining to this Agreement, or the breach of it, or the services of it, or the standard of performance required in it, shall be addressed by resort to non-binding mediation as authorized under the laws and rules of Florida. **IN ANY LITIGATION, THE PARTIES AGREE TO EACH WAIVE ANY TRIAL BY JURY OF ANY AND ALL ISSUES. THE PARTIES UNDERSTAND AND AGREE THAT THIS WAIVER IS A MATERIAL AGREEMENT TERM.**

39.2 Operations During Dispute. In the event that a dispute arises between the City and the Contractor relating to this Agreement, or its performance or compensation, the Contractor agrees to continue to render services in full compliance with all terms and conditions of this Agreement as required by the City.

40. Legal Representation. It is acknowledged that each party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement.

41. Prevailing Party's Attorneys' Fees. If either party institutes legal proceedings in connection with the Agreement, the prevailing party will be entitled to recover its costs of suit, including without limitation, its Attorneys' Fees.

42. Headings. Headings in this document are for convenience of reference only and are not to be considered in any interpretation of this Agreement.

43. Exhibits. Each exhibit referred to in this Agreement forms an essential part of this Agreement and each such exhibit is incorporated by this reference.

44. Severability. If any provision of this Agreement or the application of it to any person or situation shall to any extent be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected, shall continue in full force and effect, and shall be enforced to the fullest extent permitted by law.

45. All Prior Agreements Superseded. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained in this Agreement and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms of this Agreement shall be predicated upon any prior representations or agreements, whether oral or written.

46. Independent Contractors. Contractor, any Subcontractors and their respective employees and agents shall be and remain independent Contractors and not employees of City with respect to all of the acts and services performed under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties to this Agreement. All agents, employees and Subcontractors of the Contractor retained to perform services pursuant to this Agreement shall comply with all laws of the United States concerning work eligibility.

47. The Contractor understands and agrees that the City, during any fiscal year, is not authorized to expend money, incur any liability, or enter into any Agreement which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year and that any Agreement, verbal or written, made in violation of this subsection is null and void and that consequently, no money may be paid on such Agreement beyond such limits. Nothing contained in this Agreement shall prevent the making of contracts for periods exceeding one (1) year, but any Agreement so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Contractor shall not proceed with services under this Agreement without City's written verification that the funds necessary for Contractor compensation and other necessary expenditures are budgeted as available within the appropriate fiscal year budget.

48. Contractor warrants and represents that no elected official, officer, agent or employee of the City has a financial interest, directly or indirectly, in this Agreement or the compensation to be paid under it and, further, that no City employee who acts in the City of Dania Beach as a "purchasing agent" as defined in Chapter 112, Florida Statutes, nor any elected or appointed officer of the City of Dania Beach, nor any spouse or child of such purchasing agent, employee or elected or appointed officer, is a partner, officer, director or proprietor of the Contractor and, further, that no such City employee, purchasing agent, City elected or appointed officer, or the spouse or child of any of them, alone or in combination, has a material interest in the Contractor. Material interest means direct or indirect ownership of more than five percent (5%) of the total assets or capital stock of the Contractor.

49. Contractor shall comply with all federal, state and City laws applicable to the Contractor services and specifically those covering Equal Opportunity Employment, the Americans with Disabilities Act (“ADA”) eligibility to perform services as specified in the Florida Public Entity Crime law and the Florida Building Code. The Contractor is expected to fully comply with all provisions of all laws and the City reserves the right to verify the Contractor’s compliance with them. Failure to comply with any laws will be grounds for termination of the Agreement for cause.

50. In the event of any conflict between any provisions of this Agreement and any provision in any attached Exhibit, the parties agree that the provisions of this Agreement are controlling (including, but not limited to, all terms and provisions governing compensation). Further, any prior Agreement related to the services is rescinded and replaced by this Agreement.

51. Contractor agrees to perform its obligations under this Agreement in accordance with the degree of skill and care exercised by multimedia Contractors performing similar services under similar conditions. Contractor makes no other representations and no warranties, whether express or implied, with respect to the quality of its performance under this Agreement.

52. Sovereign Immunity. Contractor acknowledges that the Florida Doctrine on Sovereign Immunity bars all claims by Contractor against the City other than claims arising out of this Agreement. Specifically, the Contractor acknowledges that it cannot and will not assert any claims against the City, unless the claim is based upon a breach by the City of this Agreement. Further, the Contractor recognizes the City is a sovereign with regulatory authority that it exercises for the health, safety, and welfare of the public. This Agreement in no way estops or affects the City's exercise of that regulatory authority. In addition, the City retains the full extent of its sovereign immunity in relation to the exercise of its regulatory authority. The Contractor acknowledges that it has no right and will not make claim based upon any of the following:

- A. Claims based upon any alleged breach by the City of implied warranties for representations not specifically set forth in this Agreement, as the parties stipulate that there are no such implied warranties or representations of the Contractor. All obligations of the parties are only as set forth in this Agreement;
- B. Claims based upon negligence or any tort arising out of this Agreement;
- C. Claims upon alleged acts or inaction by the City, its commissioners, attorneys, administrators, Contractors, agents, or any Contractor employee;
- D. Claims based upon an alleged waiver of any of the terms of this Agreement unless such waiver is in writing and signed by an authorized representative for the City and Contractor.

53. Financial records. The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. Contractor shall maintain adequate records to justify all charges and costs incurred in performing the services for at least three (3) years after completion of this

Agreement. Contractor agrees that the City, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, or records relating to this Agreement during normal business hours. All such materials shall be maintained by Contractor at a location in Broward County, Florida; provided that if any such material is located outside Broward County, then, at the City's option the City shall pay Contractor for travel, per diem, and other costs incurred by Contractor to examine, audit, excerpt, copy or transcribe such material at such other location. The City shall make a reasonable effort to maintain the confidentiality of such audit report(s).

54. 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.

55. Verification of Employment Eligibility. Contractor represents that Contractor and each Subcontractor 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 Contractor violates this section, Municipality may immediately terminate this Agreement for cause and Contractor shall be liable for all costs incurred by Municipality due to the termination.

56. Successors And Assigns. The City and the Contractor each binds itself, its officers, directors, qualifying agents, partners, successors, assigns and legal representatives to the other party hereto and to the partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in the Agreement. Contractor shall not assign, transfer, convey or otherwise hypothecate the Agreement or its right, title or interest in or to the same or any part thereof, or allow legal action to be brought in its name for the benefit of others, without previous written consent of the City, and concurred with by the Contractor's Surety. Contractor acknowledges that the City has entered into this Agreement with Contractor after a comprehensive competitive award process, and evaluation of Contractor's particular qualifications and skills to perform the Work. Therefore, Contractor agrees that the City may withhold the consent to assignment referred to herein for any reason the City deems appropriate, in its sole and exclusive discretion.

57. Time is of the Essence. Time is of the essence in the performance of all obligations of each party under this Agreement.

58. No Partnership or Joint Venture. It is mutually understood and agreed that nothing contained in this Agreement is intended or is to be construed in any manner or under any circumstances whatsoever as creating or establishing the relationship of co-partners or creating or establishing the relationship of a joint venture between the City and Contractor, or as

constituting Contractor as the agent or representative of the City for any purpose or in any manner whatsoever.

59. Recording; Documentary Stamps. A memorandum of this Agreement, in the form attached as Exhibit H, will be recorded by the City in the Public Records of Broward County, Florida. The cost of recording, and the cost of any required documentary stamps, will be paid in full by the City. The parties will cooperate in structuring the transactions contemplated by this Agreement to reduce such costs, provided the structure does not have any adverse consequence for the City.

60. Governing Law. This Agreement will be governed by the laws of the State of Florida. This Agreement is subject to and must comply with the Charter and City Code of the City of Dania Beach, as they exist on the date of execution of the Agreement. Any conflicts between this Agreement and the Charter and City Code will be resolved in favor of the City's Charter. Venue for any disputes arising out of this Agreement and for any actions involving the enforcement or interpretation of this Agreement will be in the State courts of the 17th Judicial Circuit of Broward County, Florida.

61. Third Party Beneficiaries. Neither Contractor nor City intend to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement.

62. Negotiated Agreement. Both parties have substantially contributed to the drafting and negotiation of this Agreement and this Agreement shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other. The parties hereto acknowledge that they have thoroughly read this Agreement, including all exhibits and attachments hereto, and have sought and received whatever competent advice and counsel was necessary for them to form a full and complete understanding of all rights and obligations herein.

63. Incorporation by Reference. The truth and accuracy of each "Recital" clause set forth above is acknowledged by the parties. The attached Exhibits to this Agreement are incorporated into and made a part of this Agreement and all exhibits subsequently attached to this Agreement pursuant to the terms hereof shall be deemed incorporated into and made a part of this Agreement.

64. Conflicts of Interest: City Representatives not Individually Liable. No elected official, representative, or employee of the City has any personal interest, direct or indirect, in this Agreement. No elected official, representative or employee will participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership or association in which he or she has an interest, directly or indirectly. No elected official, representative or employee of the City will be personally liable to Contractor or any successor in interest for any amount which may become due to Contractor, for any obligations of City under the Agreement, or in the event of any default or breach by the City.

65. Section. Section headings are for convenience only and do not affect the interpretation of this Agreement.

66. Counterparts. This Agreement may be signed in counterparts, each one of which is considered an original, but all of which constitute one and the same instrument. This Agreement is effective only after execution and delivery by the parties.

67. Entire Agreement. This Agreement (including the Exhibits) constitutes the sole agreement of the parties with respect to its subject matter. It supersedes any prior written or oral agreements or communications between the parties.

68. Amendments. No amendment to this Agreement is binding on either party unless in writing and signed by both parties. The City is not obligated to spend any money or undertake any obligation in connection with an amendment proposed by Contractor. If Contractor requests an amendment to the Agreement or any other action by City, Contractor must reimburse City for all third-party costs incurred by City (including but not limited to costs of third-party consultants and attorneys). Before the City takes action regarding any request, Contractor must deposit with the City the estimated amount of third-party costs, as reasonably determined by the City.

69. Holidays. The parties agree that whenever a notice or performance due under the Agreement falls on a Saturday, Sunday or on a legal holiday recognized by the City, the notice or performance will be postponed to the next following business day.

70. Other governmental entities may elect to purchase the goods and services specified in this Agreement, which shall be made available upon the same terms and conditions as those specified in this Agreement.

71. Survival. A termination of the Agreement will not release Contractor from its obligation to indemnify City for any acts which occurred prior to the termination of the Agreement, unless otherwise agreed upon by City and Contractor or by judicial decree. Upon termination or expiration of this Agreement, the Contractor shall remain liable for all obligations and liabilities that have accrued prior to the date of termination or expiration, unless relieved of such obligation or liability by action of a court or rule of law.

SIGNATURES ON THE FOLLOWING PAGES

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

EVE A. BOUTSIS
CITY ATTORNEY

ANA M. GARCIA, ICMA-CM
CITY MANAGER

CONTRACTOR:
Team Contracting, Inc.
a Florida corporation

WITNESSES:



SIGNATURE

Lisseth Gell

PRINT Name



SIGNATURE

Roberto L. Ayan

PRINT Name



SIGNATURE

Daniel Gell

PRINT Name

Vice President

Title

Date: 10/3/22

STATE OF FLORIDA)
COUNTY OF Miami-Dade)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, on October 03, 2022 by Daniel Gell, as Vice President of Team Contracting, Inc, a Florida corporation. He/she is personally known to me or has produced _____ as identification.

My Commission Expires: 3/17/23


Notary Public, State of Florida

Elaine Quesada
Print Name :



CITY OF DANIA BEACH, FLORIDA



SIDEWALK DEMOLITION AND INSALLATION, TIER I

CITY INVITATION TO BID (“ITB.”) NO. 22-029

Prepared by:

City of Dania Beach, Florida
100 W. Dania Beach Boulevard
Dania Beach, Florida 33004

AUGUST 12, 2022

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CITY OF DANIA BEACH, FLORIDA

**INVITATION TO BID FOR
“SIDEWALK DEMOLITION AND INSTALLATION, TIER I”
ITB 22-029**

NOTICE TO BIDDERS

NOTICE IS GIVEN that the City of Dania Beach, Florida (the “City” or “Owner”) will be accepting sealed Bids for its **“SIDEWALK DEMOLITION AND INSTALLATION, TIER I, ITB 22-029”**.

Bids will be accepted on DemandStar until September 12, 2022, 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 VIRTUALLY on August 19, 2022 at 11:30 a.m. 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. Interested Bidders may join the meeting with this link: <https://us02web.zoom.us/j/82435345345?pwd=Vjc3aE5PVWx5dzVqaXlrbW1xMG50dz09>

BID DOCUMENTS

Bids must be submitted electronically on DemandStar, the City's designated electronic bidding system. All bid document files must be clearly labeled "**SIDEWALK DEMOLITION AND INSTALLATION, TIER I, ITB 22-029**".

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 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.

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 immediately after the submission deadline on the Bid due date referenced above using Zoom 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: August 12, 2022

**“SIDEALK DEMOLITION AND INSTALLATION, TIER I”
ITB 22-029**

**SITE PLANS, DRAWINGS AND TECHNICAL SPECIFICATIONS ARE
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 “**SIDEWALK DEMOLITION AND INSTALLATION, TIER I**”. The Project consists of the demolition and construction of concrete sidewalks and driveways. Sidewalks will include curbs, ramps, landings, transition slopes, sidewalk curb and edge beams.

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 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) to procurement@daniabeachfl.gov by 5:00 P.M. on September 5, 2022. Questions received after this time will not be answered.

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 installation of drainage structures and piping, drainage check valves, and pavement restoration. 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 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. The successful Bidder shall ensure that the area in which the sidewalks are being replaced that pedestrians, and the general public are not injured nor have access to the area (safety screening) in which work is proceeding.

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: The City is exempt from any taxes related to the requested services, which may otherwise be imposed by the state or federal government. This exemption does not transmit to suppliers in their purchases of goods or services, used in work or goods supplied to the City. The Contractor shall pay all applicable sales, consumer, use and other similar taxes required by law. The Contractor is responsible for reviewing the pertinent state statutes involving the sales tax and complying with all requirements.

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 - FLORIDA TRENCH SAFETY ACT

The Bidder shall include with its Bid, when applicable, all documentation required by the Florida "Trench Safety Act", Section 553.63, Florida Statutes. The unit prices and total prices presented in the Bid, and those presented in any subsequent change orders shall include the Bidder's cost for compliance with the applicable trench safety standards.

SECTION 16 - 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 17 - PUBLIC RECORDS

17.1 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.

17.2 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:

17.2.1 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.

17.2.2 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.

17.2.3 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.

17.2.4 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.

17.2.5 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.

17.3 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 18 - 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 19 - QUALIFICATION OF BIDDERS

19.1 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.

19.2 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.

19.3 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.

19.4 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.

19.5 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 20 - CONTRACTOR'S RELATION TO THE CITY- INDEPENDENT CONTRACTOR

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 21 - EMPLOYEES OF THE CONTRACTOR

21.1 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.

21.2 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 22 - AVAILABILITY OF FUNDS

The obligations of the City under the awarded agreement will be subject to the availability of funds.

SECTION 23 - 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 24 - 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 25 - 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 26 - INDEMNIFICATION AND HOLD HARMLESS PROVISIONS

26.1 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.

26.2 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 27 - INSURANCE REQUIREMENTS

27.1 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.

27.2 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.**

27.3 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.

27.4 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.

27.5 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.

27.6 WORKERS’ COMPENSATION INSURANCE must be provided for all persons fulfilling this agreement whether employed, contracted, temporary, or subcontracted for 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.

27.7 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.

27.8 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.**

27.9 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.

27.10 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.

27.11 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.

27.12 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:

27.12.1 "Preliminary" certificate means that certificates of insurance verifying all general insurance requirements (as noted below) must be included with Bid at 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.

27.12.2 "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 Intent to Award",

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.

27.12.3 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 28 – SAFETY

28.1 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.

28.2 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 29 - 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 30 - 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 31 - 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 32 - 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 33- PROGRESS PAYMENTS

The Contractor may requisition payments for work completed during the project at intervals of not more than once a month. The Contractor's requisition shall show a complete breakdown of the project components, the quantities completed and the amount due, together with properly executed Releases of Liens by all subcontractors, suppliers and materialmen who were included in the Contractor's current and previous applications for payment and any other supporting documentation as may be required by the City or Contract Documents. The City shall make payment to the Contractor within thirty (30) calendar days after approval of the Contractor's requisition for payment.

Five percent (5%) of all monies earned by the Contractor shall be retained by the City until the work is totally completed as specified and accepted by the City.

The City may withhold in whole or in part, payment to such extent as may be necessary to protect itself from loss on account of:

1. Defective work not remedied.
2. Claims filed or reasonable evidence indicating the probable filing of claims by other parties against the Contractor.
3. Failure of the Contractor to make payment to subcontractors or suppliers for materials or labor.
4. Damage to another Contractor not remedied.
5. Liability for liquidated damages that has been incurred by the Contractor.
6. Reasonable evidence that the work cannot be completed for the unpaid balance of the Contract Sum.
7. Reasonable evidence that the work will not be completed within the Contract Time.
8. Persistent failure to carry out the work in accordance with the Contract Documents.

When the above grounds are removed or resolved or the Contractor provides a surety bond or consent of surety satisfactory to the City, which will protect the City in the amount withheld, payment may be made in whole or in part

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 35 - CONTRACT AWARD AND EXECUTION

35.1 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.

35.2 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.

35.3 Prohibition of Negotiations with Contractors or Bidders: Negotiations with contractors are not permitted during the advertisement, award, or execution period of the contracting process.

35.4 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 36 – CONE OF SILENCE

36.1 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 37 - ADDITIONAL GENERAL CONDITIONS

37.1 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.

37.1.1 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 equipment must be stored in a designated staging area.

37.1.2 Site Restoration:

37.1.2.1 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.

37.1.3 Access:

As applicable, 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.

37.2 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 one hundred twenty (120) calendar days and Final Completion of the entire Work not later than one hundred fifty (150) 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. 22-029

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

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Owner's Telephone Number

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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

ITB 22-029

“SIDEWALK DEMOLITION AND INSTALLATION, TIER I”

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):

The Project consists of the demolition and construction of concrete sidewalks and driveways. Sidewalks will include curbs, ramps, landings, transition slopes, sidewalk curb and edge beams.

City Bid No. 22-029

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:

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: **SIDEWALK DEMOLITION AND INSTALLATION, TIER I**

City's Bid No.: **22-029**

Date: _____ Amount: _____

The Project consists of the demolition and construction of concrete sidewalks and driveways. Sidewalks will include curbs, ramps, landings, transition slopes, sidewalk curb and edge beams.

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. 22-029.

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 _____, 2022, 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
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: **SIDEWALK DEMOLITION AND INSTALLATION, TIER I**
City's Invitation to Bid No.: **22-029**

Name of Bidder

SIGNATURE of Bidder or Authorized
Agent of Bidder

PRINT Name of Bidder or Authorized
Agent of Bidder

Title
_____, 2022.
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: SIDEWALK DEMOLITION AND INSTALLATION, TIER I
ITB No. 22-029

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Du Nu r
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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

IDENTITY OF SURETY (Attach Power of Attorney)

Corporate Name and Seal
(or other Full Legal Name)

Signature

Printed Name and Title

Attest

Attest

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:
 - 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.

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.

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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
(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

CITY OF DANIA BEACH, FLORIDA



SIDEWALK DEMOLITION AND INSALLATION, TIER I

CITY INVITATION TO BID (“ITB.”) NO. 22-029

ADDENDUM # 1

Prepared by:

City of Dania Beach, Florida
100 W. Dania Beach Boulevard
Dania Beach, Florida 33004

AUGUST 22, 2022

**CITY OF DANIA BEACH, FLORIDA
INVITATION TO BID FOR
“SIDEWALK DEMOLITION AND INSTALLATION, TIER 1”
ITB 22-029
ADDENDUM 1**

**MANDATORY PRE-BID MEETING
FRIDAY, AUGUST 19, 2022 AT 11:30AM**

A mandatory pre-bid meeting for ITB 22-029 was held virtually utilizing Zoom meeting software. The meeting commenced at 11:30AM.

City Personnel Present:

1. Dincer Ozaydin, Deputy Public Services Director/City Engineer
2. Colin Donnelly, CIP & Grants Administrator
3. John Quintero, Public Services Project Manager
4. George Balaban, Kimley-Horn & Associates, Project Consultant
5. Sasha Ramos, Procurement Administrator

Potential Bidders:

1. Sagaris Corp
2. Cosugas LLC
3. Conengineers Builders LLC
4. Decota Construction
5. Team Contracting
6. Carlos Concrete
7. FG Construction
8. Unitec
9. JIJ Construction Corp

Ms. Ramos called the meeting to order at 11:30AM and reviewed bid requirements with the potential bidders in attendance.

Mr. Balaban then reviewed the scope of work for the project as outlined in provided bid specifications and details.

Questions and Answers:

1. Is the spec per square foot or per square yard? **It is per square yard**
2. What is the total square yards of the project? **That is listed on the bid sheet.**
3. Do you need the original bid bond form? **No, a copy of the completed form may be included in your bid submission.**
4. What is the estimated project budget? **\$792,000, inclusive of contingency.**
5. Are there any ramp replacements included? **Yes, this is included as well. It is included in the spec.**

6. Do you have exact locations for the sites? **Yes, those are listed on the website prepared by Kimley-Horn. It is also linked here:** <https://maps.kimley-horn.com/portal/apps/webappviewer/index.html?id=5018407f32ee4baa871e714bb2d254bf>
7. Are edge beams to be done with joints? **It depends on the location; if required it is outlined in the specs.**
8. If any other faults are discovered that are not listed, how are those addressed? **This project is tiered; this bid is just addressing one group of issues. Other bids will be released for other tiers of repairs throughout the city.**
9. Will there be a performance bond? **Yes**
10. What is the email address for questions? procurement@daniabeachfl.gov

With no further discussion, the meeting concluded at 11:48AM

CITY OF DANIA BEACH, FLORIDA



SIDEWALK DEMOLITION AND INSALLATION, TIER I

CITY INVITATION TO BID (“ITB.”) NO. 22-029

ADDENDUM # 2

Prepared by:

City of Dania Beach, Florida
100 W. Dania Beach Boulevard
Dania Beach, Florida 33004

SEPTEMBER 1, 2022

**CITY OF DANIA BEACH, FLORIDA
INVITATION TO BID FOR
“SIDEWALK DEMOLITION AND INSTALLATION, TIER 1”
ITB 22-029
ADDENDUM 2**

QUESTIONS AND ANSWERS

1. Section 5.1 under General Conditions states *“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 installation of drainage structures and piping, drainage check valves, and pavement restoration.”* This seems to be for another project. Please clarify. **That is incorrect; the work for this project is as described in section 1.1, Scope.**
2. Section 5.1 under General Conditions states *“The successful bidder shall provide a Performance Bond for One Hundred Ten percent (110%) of the contract price”* . These types of bonds are normally for 100% of the contract price. Please specify if the requested 110% is correct. **110% is correct.**
3. Are prevailing wages required? If so, please provide applicable wage rates. **Not applicable.**
4. The bid bond form provided under Exhibit “K” of the ITB seems to have errors in the body of text under PROJE C T: Please provide an updated bid bond. **An updated form is provided as an attachment to this addendum.**
5. Will permits be required for this project? If so, please provide estimated permit fees. **Permits are not required.**
6. Will the city be selecting more than one bidder? **No**
7. Are liquidated damages applicable? **Yes**
8. Exhibit “M” – Acknowledgement of Addenda seems to have wording issues in the body of the text. Please provide an updated Acknowledgement of Addenda. **An updated form is provided as an attachment to this addendum.**
9. The bid form provided does not have any line items for items such as ADA Ramps, root removal, concrete curbing, sod, asphalt restoration, paver removal and installation, etc... These are all items commonly associated with sidewalk replacement. How will these miscellaneous items be accounted for? **These items can be captured as contingency.**
10. The Excel file provided, Exhibit B – Bid Form, appears to be more of a cost estimate than a Bid Form. Please confirm that this is the form to be submitted. **Yes, this is the form to be submitted.**
11. The last day for questions lands on a holiday (Labor Day). Please consider changing the date to a workday. **Questions will be accepted until Wednesday, 9/7.**

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: SIDEWALK DEMOLITION AND INSTALLATION, TIER I
ITB No. 22-028

_____ 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:
 - 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.

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)

CITY OF DANIA BEACH, FLORIDA



SIDEWALK DEMOLITION AND INSALLATION, TIER I

CITY INVITATION TO BID (“ITB.”) NO. 22-029

ADDENDUM # 3

Prepared by:

City of Dania Beach, Florida
100 W. Dania Beach Boulevard
Dania Beach, Florida 33004

SEPTEMBER 8, 2022

**CITY OF DANIA BEACH, FLORIDA
INVITATION TO BID FOR
“SIDEWALK DEMOLITION AND INSTALLATION, TIER 1”
ITB 22-029
ADDENDUM 3**

QUESTIONS AND ANSWERS

1. Will vertical faults and horizontal faults be addressed at the same time? **Yes**
2. Are all sidewalks that have vertical and horizontal faults to be replaced? **Sidewalks within the Tier 1 classification. Vertical faults 0.5” and higher and Horizontal Faults**
3. Will grinding of trip hazards less than 0.5” be allowed? If so, how will they paid for? **Not allowed**
4. On the map provided by Kimley-Horn in addendum #1, many of the locations are marked by a black circle titled “other”. Please identify the scope of work for this category. **The other categories are for reference only and should not be included in this scope.**
5. Please consider adding additional line items to the bid form for items such as ADA Ramps, asphalt, sign relocation, paver removal and reinstallation, curb & gutter, tree root removal, etc.... It is very difficult to price a project such as this one having so much miscellaneous work unidentified pricing wise. **This additional work would be part of the 20% contingency budget.**
6. In reviewing the map and photos, there are areas such as A1A where lane closures will be required. How are we to account for certified MOT Plans and implementation of the MOT Plans? **This would be represented in the contingency cost.**
7. Can we add additional sheets that contain additional project information for item number 10. SIMILAR PROJECTS WITHIN THE LAST FIVE (5) YEARS from Exhibit “A” Bidder Qualifications? **Yes**
8. Do we need to provide a breakdown for both demolition and concrete pour or can we just provide the total? **Yes the contractor should provide a breakdown cost for demolition and concrete pour separately**



TEAM CONTRACTING
General Contractors & Design Builders
CGC 061511 • CGC 046372

LETTER OF TRANSMITTAL

To Whom It May Concern:

Team Contracting, Inc. has in house crews and staff that are readily available to commence work upon contract approval. Our prices for this work are detailed in the attached Bid Form. We have also included a resume for the Project Manager/Supervisor for this project, Daniel Gell, Team Contracting's Vice President.

Team Contracting, Inc. has been engaged in the business of providing goods and services similar in scope and size described in the Invitation for Bid No 22-029 for over 15 years. Our firm specializes in government contracting having completed numerous projects for the following government entities:

- City of Miami Beach 15-11/12 Concrete Curbing/Sidewalk Construction
- City of Hollywood – FY2012 Sidewalk Construction Citywide
- City of Miami Beach – Beachwalk Phase II – Phase I
- City of Miami Beach 2016-111-ND Concrete Curbing/Sidewalk Construction

References and a list of similar projects can be found within our bid submittal package. Team Contracting, Inc. can provide increased levels of service upon request.

Our flatwork division is one of the many services that Team Contracting can offer our clients. We self-perform our flatwork with our in-house crews and owned equipment. This is just one of the many divisions and services that we can offer our clients.

EXHIBIT "A"

BIDDER QUALIFICATIONS

ITB NO. 22-029

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: Team Contracting, Inc.

Address: 13911 SW 42nd Street, Suite 209

City, State, Zip: Miami, FL 33175 Telephone/Fax: 305-207-9799/305-207-9790

2. Specify type of entity Check One: Corporation ☒ Partnership () Individual ()
Other () _____ SPECIFY

3. If Corporation, state:

Date of Incorporation: 08/05/00 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: N/A

5. Name and Title of Principal Officers

Date Elected:

Julio C. Batista - President 05/22/07

Rodolfo L. Ayan - V.P./Secretary/Treasurer 05/22/07

Daniel A. Gell - Vice President 03/16/15

6. The length of time in business: 22 years

7. The length of time (continuous) in business in Florida: 22 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). Please see number 10 below

9. A copy of a county or municipal Business Tax Receipt. Please see attachment

10. SIMILAR PROJECTS WITHIN THE LAST FIVE (5) YEARS

ITB No. 2016-111-ND Concrete Curbing/
Sidewalk Construction

Project Title

Citywide

Address

City of Miami Beach - Public Works

Owner

Matthew LePera - 305-673-0000 ext. 6828

Owner's Telephone Number

\$496,205.25

Contract Value

100%

Percent Complete

02/19

Completion Date

Annual Concrete and Paver Stones - Project No. 12134

Project Title

Citywide

Address

City of Fort Lauderdale - Engineering Dept.

Owner

Jean Examond - 954-828-4507

Owner's Telephone Number

\$1,903,775.00

Contract Value

100%

Percent Complete

02/20

Completion Date

Annual Concrete and Paver Stones -
Project No. 12517

Project Title

Citywide

Address

City of Fort Lauderdale - Engineering Department
Owner

Jean Examond - 954-828-4507

Owner's Telephone Number

\$1,800,000.00

Contract Value

70%

Percent Complete

04/23

Completion Date

City of Coral Gables - Kerdyk Park Fitness Trail
Project Title

6611 Yumuri Street, Coral Gables, FL

Address

City of Coral Gables - Capital Improvements
Owner

Jorge Hernandez - 305-460-5151

Owner's Telephone Number

\$98,008.02

Contract Value

100%

Percent Complete

07/30/21

Completion Date

Construction of new roundabout traffic
control system, new asphalt, concrete
curbing and sidewalks

Project Title

Hiatus Road & McNab Road

Address

City of Tamarac - Public Srvices

Owner

Chris Lyle - 954-597-3704

Owner's Telephone Number

\$484,340.75

Contract Value

90%

Percent Complete

9/30/22

Completion Date

Pocket Park (New Park Construction)

Project Title

2001 North Bay Road

Address

City of Miami Beach - Capital Improvement Projects

Owner

Colette Satchell - 305-673-7071

Owner's Telephone Number

\$746,428.82

Contract Value

100%

Percent Complete

01/27/20

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 “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? 22
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 see attached sheet labeled Bidder's Questionnaire - #2

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.

Team Contracting, Inc. has successfully completed multiple sidewalk contracts with numerous public entities such as City of Miami Beach, City of Sunny Isles, City of Fort Lauderdale, City of North Miami Beach, City of Hollywood, and City of Miramar.

4. Have you personally completed a plan for performance of the work?

Team Contracting, Inc. has successfully completed over 10 similiar contracts.

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?

Flatbed trucks, Skid Steer Loaders and attachments, concrete forms, hand tools, compacting equipment, concrete saws, mini excavator, dump truck, etc...

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? 8 skilled laborers and 1 Project Manager
-

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? 1-2 days
12. What equipment do you own that is available to complete the Project?
Please see answer to number 6 above.

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



TEAM CONTRACTING
General Contractors & Design Builders
CGC 061511 • CGC 046372

BIDDER'S QUESTIONNAIRE #2

Government Agencies Team Contracting, Inc. Has Provided Similar Services:

1. City of Fort Lauderdale – Public Works/Engineering Division
100 N. Andrews Ave, 4th Floor
Fort Lauderdale, FL 33301
Mr. Jean Examond – Project Manager – 954-828-4507
2. City of Miami Beach – Public Works Department
451 Dade Blvd.
Miami Beach, FL 33139
Mr. Matthew LePera – Civil Engineer 1 – 305-673-7000 ext. 6828
3. City of Sunny Isles – Public Works/Engineering department
18070 Collins Ave.
Sunny Isles Beach, FL 33160
Mr. Richard Labinsky – City Engineer – 305-968-4168
4. City of Coral Gables – Capital Improvements/Public Works Department
2800 SW 72nd Ave.
Miami, FL 33155
Mr. Jorge Hernandez – Project Manager – 305-460-5151
5. City of Hallandale Beach – Public Works Department
630 NW 2nd Street
Hallandale Beach, FL 33009
Mr. Charles Casimir – Assistant Director – 954-457-1669
6. Town of Bay Harbor Islands – Public Works Department
9665 Bay Harbor Terrace
Bay Harbor Islands, FL 33154
Mr. Jose Custodio – Director of Public Works – 305-455-7275

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. 22-029.

2. This sworn statement is submitted by: Team Contracting, Inc.
(name of entity submitting sworn statement)
its business address is: 13911 SW 42nd Street, Suite 209
Miami, FL 33175

Federal Identification Number
(FEIN) is: 65-1002254
(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: Daniel Gell
(PRINT NAME of individual signing this document)
and my relationship to the entity is: Vice 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)

Daniel Gell

SIGNATURE (of person whose name first appears above)

09/12/22

Date

STATE OF FLORIDA)

COUNTY OF Miami-Dade)

Sworn to and subscribed before me on September 12, 2022, by Daniel Gell, as Vice President of Team Contracting, Inc., a State of Florida corporation/partnership, on behalf of the corporation/partnership who (check one) ☒ is personally known to me or [] has produced _____ as identification.

Elaine Quesada

Signature of Notary Public

Elaine Quesada

PRINTED Name of Notary

My commission expires:

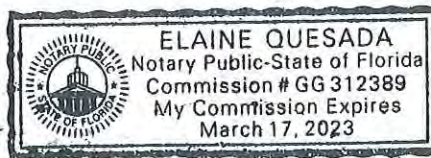


EXHIBIT "I"
INDEPENDENCE AFFIDAVIT

The undersigned individual, being duly sworn, deposes and says that:

I am Vice President of Team Contracting, 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.

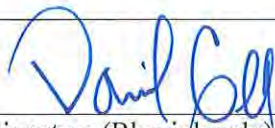
A "relationship" for the purpose of this affidavit shall include but not be limited to employer/employee, consultant, contractor, subcontractor, associate, officer, partnership, joint venture, ownership greater than one percent, landlord/tenant, or creditor/debtor, gift donor/recipient (in excess of \$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.



Signature (Blue ink only)

Daniel Gell

Print Name

EXHIBIT I – (CONTINUED)

Vice President
Title

09/12/22
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 09/12/22 as Vice President, of Team Contracting, Inc., an organization authorized to do business in the State of Florida, and acknowledged and executed the foregoing statement as the proper official of Team Contracting, Inc. 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

Elaine Quesada

PRINT Name of Notary Public

My commission expires:

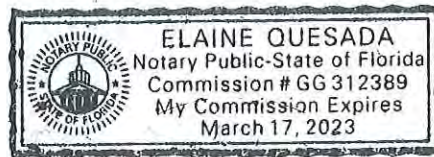


EXHIBIT “J”

REFERENCES

Bidder shall provide a minimum of three references.

Name of company: City of Fort Lauderdale - Engineering/Public Works Department

Address: 100 North Andrews Ave., 4th Floor, Fort Lauderdale, FL 33301

Telephone number: 954-828-4507

Email address: JExamond@fortlauderdale.gov

Principal contact person(s): Jean Examond

Year contract initiated and terminated: Several past contracts and one current sidewalk contract

Name of company: City of Sunny Isles

Address: 18070 Collins Avenue, Sunny Isles Beach, FL 33160

Telephone number: 305-792-1817

Email address: rlabinsky@sibfl.net

Principal contact person(s): Richard Labinsky - City Engineer

Year contract initiated and terminated: 2022

Name of company: City of Miami Beach - Public Works Department

Address: 451 Dade Blvd., Miami Beach, FL 33139

Telephone number: 305-673-7000 ext. 6828

Email address: MatthewLePera@miamibeachfl.gov

Principal contact person(s): Matthew LePera - Civil Engineer 1

Year contract initiated and terminated: 2021

EXHIBIT "K"

BID BOND

BIDDER

Team Contracting, Inc.
Name
13911 SW 42nd Street, Suite 209
Address Miami, FL 33175

FLORIDA RESIDENT AGENT

Michael A. Bonet
Name
9350 South Dixie Highway, Suite 1400
Address Miami, FL 33156

(305) 446-2271 (305) 448-3127
Phone Fax

SURETY

Berkley Insurance Company
Name
475 Steamboat Road
Address Greenwich, CT 06830

OWNER

City of Dania Beach, Florida
100 West Dania Beach Boulevard
Dania Beach, Florida 33004
Telephone: (954) 924-6800
Facsimile: (954) 921-2604

PROJECT: SIDEWALK DEMOLITION AND INSTALLATION, TIER I
ITB No. 22-028

<u>09/12/2022</u>	<u>N/A</u>	<u>09/09/2022</u>	<u>\$ Five Percent of Amount Bid (5%)</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

Team Contracting, Inc.
Corporate Name and Seal
(or other Full Legal Name)

[Signature]
Signature
Daniel Gell - V.P.
Printed Name and Title

[Signature]
Attest
Rodolfo Ayan
Attest

IDENTITY OF SURETY **(Attach Power of Attorney)**

Berkley Insurance Company
Corporate Name and Seal
(or other Full Legal Name)

[Signature]
Signature
Michael A. Bonet, Attorney-In-Fact
Printed Name and Title

See Power of Attorney Attached
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.

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
 WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: **Roy V. Fabry or Michael A. Bonet of RSC Insurance Brokerage, Inc. of Miami, FL** its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00)**, to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, 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 obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 20th day of January, 2021.



Attest:

By

Ira S. Lederman
 Executive Vice President & Secretary

Berkley Insurance Company

By

Jeffrey M. Hafter
 Senior Vice President

STATE OF CONNECTICUT)

) ss:

COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 20th day of January, 2021, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

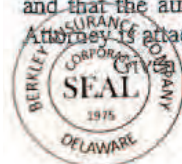
MARIA C RUNDBAKEN
 NOTARY PUBLIC
 CONNECTICUT
 MY COMMISSION EXPIRES
 APRIL 30, 2024

Maria C. Rundbaker
 Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

GIVEN under my hand and seal of the Company, this 9th day of September, 2022.



Vincent P. Forte
 Vincent P. Forte

Please **verify the authenticity** of the instrument attached to this power by:

Toll-Free Telephone: (866) 768-3534; or

Electronic Mail: BSGInquiry@berkleysurety.com

Any written notices, inquiries, claims or demands to the Surety on the bond attached to this power should be directed to:

Berkley Surety Group
412 Mount Kemble Ave.
Suite 310N
Morristown, NJ 07960
Attention: Surety Claims Department

Or

Email: BSGClaim@berkleysurety.com

Please include with all communications the bond number and the name of the principal on the bond. Where a claim is being asserted, please set forth generally the basis of the claim. In the case of a payment or performance bond please also identify the project to which the bond pertains.

Berkley Surety Group is an operating unit of W. R. Berkley Corporation that underwrites surety business on behalf of Berkley Insurance Company and Berkley Regional Insurance Company

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.

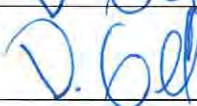
ADDENDUM NUMBER	DATE RECEIVED	PRINT NAME	TITLE	SIGNATURE (BLUE INK ONLY)
1	8/22/22	Daniel Gell	V.P.	
2	9/01/22	Daniel Gell	V.P.	
3	9/8/22	Daniel Gell	V.P.	

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 Vice President of Team Contracting, 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)

Daniel Gell

Signature (Blue ink only)

Daniel Gell

Print Name

Vice President

Title

09/12/22

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 09/12/22 as Vice President, of Team Contracting, Inc., an organization authorized to do business in the State of Florida, and acknowledged and executed the foregoing statement as the proper official of Team Contracting, Inc. 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.

Elaine Quesada
Notary Public

Elaine Quesada
PRINT Name of Notary Public

My commission expires:

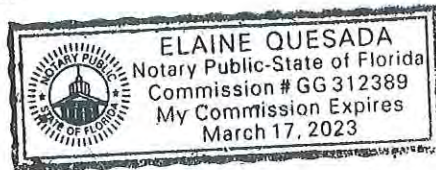


EXHIBIT "O"

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.

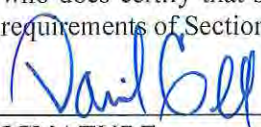
This Certification is submitted by Daniel Gell the
(PRINT Name of Authorized Agent)

Vice President of Team Contracting, 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

September 12, 2022
DATE

Category Type	Number of Defect Locations	Replacement SF	Replacement SY
Vertical Fault (1/2"-1")	1276	42550	4728
Vertical Fault (1"-3")	805	49300	5478
Vertical Fault (>3")	49	5225	581
Horizontal Fault	29	850	94
Total Tier 1 Quantities	2159	97925	10881

TIER 1-ROM (OPCC)

Vertical Fault (1/2"-1")				
Description	Total Quantity	Unit	Unit Price	Total Amount
Demolition	4728	SY	\$ 11.70	\$ 55,315.00
6" thick concrete sidewalk	4728	SY	\$ 51.30	\$ 242,535.00
			Total	\$ 297,850.00

Vertical Fault (1"-3")				
Description	Total Quantity	Unit	Unit Price	Total Amount
Demolition	5478	SY	\$ 11.70	\$ 64,090.00
6" thick concrete sidewalk	5478	SY	\$ 51.30	\$ 281,010.00
			Total	\$ 345,100.00

Vertical Fault (>3")				
Description	Total Quantity	Unit	Unit Price	Total Amount
Demolition	581	SY	\$ 11.70	\$ 6,792.50
6" thick concrete sidewalk	581	SY	\$ 51.30	\$ 29,782.50
			Total	\$ 36,575.00

Horizontal Fault				
Description	Total Quantity	Unit	Unit Price	Total Amount
Demolition	94	SY	\$ 11.70	\$ 1,105.00
6" thick Concrete sidewalk	94	SY	\$ 51.30	\$ 4,845.00
			Total	\$ 5,950.00

Total Tier 1 Costs*				
Description	Total Quantity	Unit	Unit Price	Total Amount
Demolition	10881	SY		\$ 127,302.50
6" thick Concrete sidewalk	10881	SY		\$ 558,172.50
			Total	\$ 685,475.00

*Excludes State/County maintained sidewalks

Rough Order of Magnitude-Opinion of Probable Cost			
Tier	Construction Cost	Contingency (20%)	Total
Total Tier 1	\$ 685,475.00	\$ 137,095.00	\$ 822,570.00

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Consent Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)

TO APPROVE AND ADOPT A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE AWARD OF INVITATION TO BID (“ITB”) NO. 22-030, ENTITLED “DIRECTIONAL BORING AND ELECTRICAL UTILITY INSTALLATION” AND FOR THE PROPER CITY OFFICIALS TO ENTER INTO AN AGREEMENT WITH CANSECO ELECTRICAL CONTRACTORS, INC. IN AN AMOUNT NOT TO EXCEED ONE HUNDRED NINETY-FIVE THOUSAND DOLLARS (\$195,000.00); AND AUTHORIZING THE CITY TO EXCEED THE ANNUAL VENDOR THRESHOLD TOTAL AMOUNT OF FIFTY THOUSAND DOLLARS (\$50,000.00) 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-ITB-AWARD-MEDIANSELECTRFCTN-101122 (003), R-2022- Canseco Electrical Contractors, Inc. Bid Award and Agreement for Directional Boring & Electrical Utility Installation Project (ITB No. 22-030), Canseco Electrical Contractors, Inc. Agreement for Directional Boring and Electrical Utility Installation Project (ITB No. 22-030)



**CITY OF DANIA BEACH
PUBLIC SERVICES DEPARTMENT**

MEMORANDUM

DATE: October 11, 2022

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/Engineer

**RE: AUTHORIZATION TO AWARD ITB NO. 22-030 “DIRECTIONAL BORING
AND ELECTRICAL UTILITY INSTALLATION”**

Request

The Public Services Department (PSD) requests the adoption of the attached resolution authorizing the award of the Invitation to Bid (ITB) No. 22-030 “Directional Boring and Electrical Utility Installation” to Canseco Electrical Contractors, Inc.

Background

On June 22, 2021, the City Commission authorized a project to improve the aesthetics and quality of life for all residents by expanding the geographic area and quality of the citywide annual holiday decorations via Resolution 2021-083. None of the medians along the major roads are electrified. The multi-year project consists of directional boring and construction of electric infrastructure to about 20 medians sections. PSD contracted with Calvin Giardano and Associates, Inc to design median electrification engineering services. This project phase will provide electrification at six locations along Griffin Road.

An ITB-2022-030 was advertised in the Sun-Sentinel on August 30, 2022 and posted on the City’s website and Demand-Star. Bids were opened publicly on September 26, 2022, with two (2) responses received:

- | | |
|--|--------------|
| 1. Canseco Electrical Contractors, Inc | \$195,000.00 |
| 2. Unitec | \$281,107.19 |



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

AUTHORIZATION TO AWARD ITB NO. 22-030 “DIRECTIONAL BORING AND ELECTRICAL UTILITY INSTALLATION”

The Bid Selection Committee, consisting of the Deputy Public Services Director/Engineer, the Project Manager, and the Facilities & Landscaping Operations Manager, endorses the recommendation of the consulting project engineer to select Canseco Electrical Contractors, Inc as the responsive and responsible bidder.

Budgetary Impact

Funding in the amount of \$250,000 was approved in Fiscal Year 2022 budget for Median Electrification Improvements in the General Fund Streets Maintenance Account No. 001-39-06-541-63-10. Upon approval of this Resolution, funding will be transferred to Capital Project Fund Roadway Median and Electrical Account No. 301-39-60-541-63-10 and as of September 30, 2022, the remaining funds will be utilized for future median electrification expenditures.

Recommendation

PSD recommends the City Commission adopt a resolution to award the project contract to Canseco Electrical Contractors, Inc. for an amount not to exceed \$195,000.00.

RESOLUTION NO. 2022-160

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE AWARD OF INVITATION TO BID (“ITB”) NO. 22-030, ENTITLED “DIRECTIONAL BORING AND ELECTRICAL UTILITY INSTALLATION” AND FOR THE PROPER CITY OFFICIALS TO ENTER INTO AN AGREEMENT WITH CANSECO ELECTRICAL CONTRACTORS, INC. IN AN AMOUNT NOT TO EXCEED ONE HUNDRED NINETY-FIVE THOUSAND DOLLARS (\$195,000.00); AND AUTHORIZING THE CITY TO EXCEED THE ANNUAL VENDOR THRESHOLD TOTAL AMOUNT OF FIFTY THOUSAND DOLLARS (\$50,000.00); PROVIDING; FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on June 22, 2021, via Resolution No. 2021-083, the City Commission authorized the permitting, engineering design, construction, and funding necessary to provide electricity to roadway medians to enable the lighting of holiday decorations; and

WHEREAS, the Public Services Department (“PSD”) engaged Calvin Giordano and Associates to design, prepare construction documents, obtain permits, and provide post-design services for this project; and

WHEREAS, on August 30, 2022, the City issued an Invitation to Bid (“ITB”) No. 22-030 for the “Directional Boring and Electrical Utility Installation Project”; and

WHEREAS, on September 26, 2022, the City received two responses to ITB No. 2022-030, shown below:

- | | |
|---|-------------------|
| 1. Canseco Electrical Contractors, Inc. | \$195,000.00 |
| 2. Unitec | \$281,107.19; and |

WHEREAS, the Bid Committee’s assessment of the bid packages provided by the respondents, reviewed by the consultant project engineer, resulted in the selection of Canseco Electrical Contractors, Inc as the lowest and most qualified; and

WHEREAS, the total amount for this project will exceed the annual Fifty Thousand Dollars (\$50,000.00) City purchase threshold for a single vendor and, therefore, requires City Commission approval;

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

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

Section 2. That the City Commission authorizes the proper City officials to execute an agreement with Canseco Electrical Contractors, Inc for the Directional Boring and Electrical Utility Installation Project in an amount not to exceed One Hundred Ninety-Five Thousand Dollars (\$195,000.00).

Section 3. That funding in the amount of \$250,000.00 was approved in the Fiscal Year 2022 budget for Median Electrification Improvements in General Funds Street Maintenance Account No. 001-39-06-541-63-10 and that upon approval of this Resolution, funding will be transferred to Capital Projects Fund Roadway Median and Electrical Account No. 301-39-60-541-63-10 as of September 30, 2022, and the remaining funds will be utilized for future median electrification expenditures.

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

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

PASSED AND ADOPTED on October 11, 2022.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

AGREEMENT

THIS IS AN AGREEMENT ("Agreement") dated October _____, 2022, 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 Canseco Electrical Contractors, Inc. ("Contractor"), a Florida corporation with an address of 8567 Coral Way #395, Miami, Florida 33155.

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

1. **Definitions.**

City. The City of Dania Beach, Florida.

City Code. The City of Dania Beach Code of Ordinances.

Force Majeure: Any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of such party including, but is not limited to fire, earthquakes, hurricanes, tornadoes, storms, lightning, epidemic, pandemic, war, riot, civil disturbance, sabotage, and governmental actions (provided that City's actions cannot delay of the City' s compliance hereunder).

Governmental Approvals: All governmental and quasi-governmental approvals from applicable city, county and other agencies and authorities required to develop the Property, including, but not limited to, development of regional impact approvals, site plan approvals, comprehensive land use plan approvals, plat approvals and recordation, public dedications, environmental approvals, zoning approvals, building permits and all other governmental approvals required in connection with the development of any Improvements at the Property (and the expiration of all appeal periods with respect thereto), modification or vacation of easements or both, and other matters pertaining to the Property.

Governmental Authority. Any federal, state, county, municipal or other governmental department, entity, authority, commission board, bureau, court, agency, or any instrumentality of any of them now existing or hereafter created, having jurisdiction over the Property or any portion thereof.

Governmental Requirement. Any law, enactment, statute, code, ordinance, rule, regulation, judgment, decree, writ, injunction, order, permit, certificate, license, authorization, agreement, or other direction or requirement of any Governmental Authority now existing or hereafter enacted, adopted, promulgated, entered, or issued. Contractor shall comply with all Governmental Requirements applicable to the operations and Property, including, without limitation, those prohibiting discrimination by reason of race, color, religion, sex, marital status, sexual orientation, gender identity, national origin, or handicap in the development, construction, management, Agreement, use, occupancy of the operation and Property or any portion thereof.

Work. The labor and materials required to complete the construction of the Improvements on the Property, and any related buildings or structures not located on the Property, in a good and workmanlike manner in accordance with the Plans and all applicable Governmental Requirements.

2. Scope of Services. The Contractor agrees to provide electrical services (“Services” or “Work”) associated with the City’s ITB (Invitation to Bid) No. 22-030 entitled “DIRECTIONAL BORING AND ELECTRICAL UTILITY INSTALLATION”. A copy of the ITB 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. This Agreement encompasses by this reference, the Contractor’s bid; provided, however that if there is any conflict between the terms of the Agreement and the Contractor’s bid to City, the Agreement is controlling.

3. Subcontracts. It is expressly agreed to by the parties that the City shall approve in advance in writing any Subcontractors and the fees to be paid them by Contractor, prior to any such Subcontractor proceeding with any such work. Contractors shall only designate employees who are sufficiently skilled to provide the required services specified in this Agreement. 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. It is expressly agreed to by the parties that the City shall approve in advance in writing any subcontractors and the fees to be paid them by Contractor, prior to any such subcontractor proceeding with any such work.

4. 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.

4.1 Code Related Inspections. The Contractor recognizes that the City of Dania Beach, Development Services Department, is a department within the City of Dania Beach, separate and apart from the City of Dania Beach’s Engineering Department, that is charged with the inspection of improvements to real property for code compliance. The Contractor agrees that it will not assert, as a City caused delay, or as a defense of any delay on the part of the Contractor, any good-faith action or series of actions on the part of the Development Services Department, including, but not limited to, the Development Services Department’s refusal to accept any portion of the Contractor's Work. If it is ultimately determined by the Architect and City that such delay was not the result of Contractor's failure to comply with the Agreement Documents, the Contractor may be entitled to make a claim for extension of Agreement Time only as its exclusive remedy, in accordance with the terms of the Agreement.

4.2 Commercial Activities. Contractor shall not establish any commercial activity or issue concessions or permits of any kind to third parties for establishing commercial activities on lands owned or controlled by City. Contractor shall not allow its employees to engage in any commercial activities on the site.

4.3 Cooperation With Others. City and other contractors may be working at the site during the performance of this Agreement. Contractor shall fully cooperate with the City, City's designated Representative, and other separate contractors to avoid any delay or hindrance of their work. City may require that certain facilities be used concurrently by Contractor and other parties, and Contractor shall comply with such requirements. The City shall provide for coordination of the activities of the City's own forces, and of each separate contractor, with the Work of the Contractor, who shall cooperate and participate with other separate contractors and the City in reviewing their construction schedules.

4.4 The below listed documents are to be used by the Contractor and City during the administration of this Agreement. Additional administrative forms may supplement this list upon written notice by the City (or City's Project representative). City reserves the right to modify these forms as it deems necessary. Contractor shall maintain logs for Items A-K and provide to City monthly.

- A. Request for Information
- B. Field Instruction
- C. Field Bulletin
- D. Construction Change Proposal
- E. Change Order
- F. Construction Change Directive
- G. Submittal Transmittal
- H. Deficiency Report
- I. Non-Conformance Report
- J. Contractor's Daily Report
- K. Substitution Report

4.5 Contractor shall provide and maintain all utilities in work areas to meet the requirements of the Agreement. Such utilities shall be furnished by the Contractor and shall include, but not be limited to, the following:

- A. Public telephone service for the Contractor's use.
- B. Construction power as required at each point of construction.
- C. Water as required throughout the construction.

4.6 Prior to final acceptance of the Work, the Contractor shall, at its expense, satisfactorily remove and dispose of all temporary utilities developed to meet the requirements of the Agreement. The City will assume the utility costs directly related to its usage of areas in which the Work has been certified as Substantially Complete.

4.7 Coordination And Correlation Of Drawings And Specifications. The Contractor represents that the Contractor, its Subcontractors, material and equipment suppliers have carefully and diligently compared Phasing, Demolition, Landscaping, Architectural, Structural, Electrical, Underground, Civil and Site Drawings and Specifications, and have compared and reviewed all general and specific details on the Drawings. Contractor shall not be liable to the City for damages or costs resulting from errors, omissions, or inconsistencies in the Agreement Documents, or for differences between field conditions and the Agreement Documents, unless the Contractor recognized, or in the exercise of its due diligence, should have recognized the

issue and knowingly failed to report it to the City. Contractor shall have the right to rely on the completeness and accuracy of information, Drawings, Specifications, and other Agreement Documents provided by the City or Design Consultants.

4.8 Agreement Interpretation. All claims of Contractor, and all questions the Contractor may have concerning interpretation or clarification of this Agreement or its acceptable fulfillment shall be submitted immediately, in writing, to City for resolution. City, or its representatives, will render its determination concerning such resolution within an appropriate period, not to exceed five (5) calendar days, unless additional time is needed due to the novelty or complexity of the interpretation or clarification requested, which determination shall be considered final and conclusive unless Contractor files a timely written protest pursuant, as a Dispute. The Contractor's written protest shall state clearly and in detail the basis thereof, and the relief it seeks, if any. City will consider Contractor's protest and render its decision thereon within five (5) calendar days. If Contractor does not agree with the City's decision, the Contractor shall immediately deliver written notice to that effect to the City. If questions of interpretation are not responded to by the Architect or City within the time frame above, and in a manner so as not to impede the natural progress of the Work as scheduled, and such delay impacts the critical path of the Work, Contractor shall be entitled to adjustment in the performance time as its exclusive remedy. Contractor is solely responsible for requesting instructions or interpretations and is solely liable for any cost and/or expenses arising from its failure to do so. Contractor's failure to protest City's determinations, instructions, clarifications or decisions within five (5) calendar days after receipt thereof shall constitute a waiver by Contractor of all its rights to further protest, judicially or otherwise.

5. Date Of Commencement And Substantial Completion

5.1 The Date of Commencement is the date from which the Agreement 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 Agreement for convenience, as provided in the General Conditions. If Contractor fails to commence the Work within thirty (30) days of the date set forth in the Notice to Proceed, City may terminate the Agreement immediately, without providing an opportunity to cure.

5.2 The Contractor shall achieve Substantial Completion not later than one hundred twenty (120) calendar days and Final Completion of the entire Work not later than one hundred fifty (150) 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.

5.3 Term. The term of this Agreement shall be through and including **April 15, 2023**, or completion of the Services, whichever date is sooner.

6. Payment for Services.

6.1 City agrees to pay Contractor a not-to-exceed lump sum fee of One Hundred Ninety Five Thousand Dollars (\$195,000.00) based on the tasks and associated fees attached as Exhibit “B” and incorporated into the Agreement by this reference.

6.2 No travel and meal costs will be reimbursable unless incurred outside of Miami-Dade, Broward and Palm Beach Counties, which costs shall be approved in writing in advance by the City. Any such costs are payable at the City reimbursement rate.

6.3 The Agreement Sum is based upon the cost agreed upon by the parties, for the satisfactory performance of the Work in accordance with the Agreement Documents.

6.4 The value of any construction Work covered by a Change Order or of any claim for an increase or decrease in the Agreement Sum shall be determined in one of the following ways at the City's option:

(A) Where the Work involved is covered by unit prices contained in the Agreement Documents, by application of unit prices to the quantities of items involved without additional fees.

(B) By mutual acceptance of a lump sum price.

6.5 Contractor may expend funds only for allowable costs resulting from obligations incurred during the specified Agreement period.

6.6 Any balance of unobligated funds which have been advanced or paid must be refunded to the City.

6.7 Any funds paid in excess of the amount to which the Contractor or sub-contractor is entitled under the terms of the Agreement must be refunded to the City.

6.8 Any additional information as required in Section 215.97, Florida Statutes.

6.9 Any necessary additional work, as determined by City, which is not covered by the approved written proposal, shall not be undertaken without a written amendment to this Agreement executed by both parties in advance of any work.

6.10 Contractor shall submit its invoices in the format and with supporting documentation as may be required by City.

7. Billing Procedure.

7.1 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

7.2 The City will pay to the Contractor for the faithful performance of the Agreement, in lawful money of the United States, and subject to adjustments as provided in the Agreement 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.

7.3 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 Agreement 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 Agreement. 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.

7.4 Based upon Applications for Payment submitted to the City by the Contractor and Certifications of Payment issued by the City, the City shall make progress payments on account of the Agreement Sum to the Contractor as provided below, elsewhere in the Agreement Documents and in accordance with Part VII of Chapter 218, Florida Statutes, as it may be amended from time to time, entitled the "Local Government Prompt Payment Act."

7.5 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

(A) Each Application for Payment shall be based upon the Schedule of Values submitted by the Contractor in accordance with the Agreement Documents. The Schedule of Values shall allocate the entire Agreement Sum among the various portions of the Work and be prepared in such form and supported by such data to substantiate its accuracy as the City may require. This Schedule, unless objected to by the City, shall be used as a basis for reviewing the Contractor's Applications for Payment.

(B) Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

7.6 Subject to the provisions of the Agreement Documents, the amount of each progress payment shall be computed as follows:

(A) Payment for services performed may be made on a monthly basis upon approval of the Application for Payment by the designated official of the City. The Agreement may include phases of performance to be negotiated. There will be separate phases for design responsibilities and for construction responsibilities. Retainage will be withheld on all payments as authorized by state law until City acceptance of the Project and City has received evidence of satisfactory completion of the Agreement.

(B) Ten percent (10%) of monies earned by the Contractor shall be retained by City until Final Completion and acceptance by City, except for the following items: General Conditions and self-performed work performed on a cost reimbursement basis, if any. After fifty percent (50%) of the Work has been completed, Contractor may request that the Agreement Administrator reduce the retainage to five (5%) percent of all monies previously earned and all monies earned thereafter, and City shall grant such request, provided that there are no pending claims by the City for delay or otherwise, and provided further that there are no pending third party claims against the City as a result of the Work, including claims for non-payment by Contractor's lower-tiered subcontractors and suppliers ("Claims"). At any time thereafter, Agreement Administrator may increase retainage back to ten percent (10%) of all monies previously earned and all monies earned thereafter, if in the sole discretion of the Agreement Administrator, such increase is necessary to protect the City from any Claims, and such retainage may be deducted from any monies then due or that is to become due the Contractor. After ninety (90%) percent of the Work has been completed, and provided that there are no pending Claims, the Agreement Administrator may reduce the retainage to two and one-half (2-1/2%) percent of all monies previously earned and all monies earned thereafter. Subsequent to Final Completion and prior to Final Payment, Agreement Administrator may reduce retainage to a nominal amount at the sole discretion of the Agreement Administrator. Any reduction in retainage shall be in the sole discretion of the Agreement Administrator, and Contractor shall have no entitlement to a reduction. City shall hold retainage in the amount of two and one-half percent (2-1/2%) or such reduced amount as applicable, until the expiration of any applicable warranty period(s) to ensure completion of Contractor's warranty obligations and maintenance of all required insurance coverages during the warranty period(s). Any interest earned on retainage shall accrue solely to the benefit of City.

(C) City may withhold, in whole or in part, payment to such extent as may be necessary to protect itself from loss on account of:

- (1) Defective Contractor or Subcontractor Work not remedied.
- (2) Claims filed or reasonable evidence indicating probable filing of claims by other parties against Contractor.

- (3) Failure of Contractor to make payments properly to subcontractors or for material or labor.
- (4) Damage to another subcontractor not remedied.
- (5) Failure of Contractor to provide any and all documents required by the Agreement Documents.

7.7 Application for Payment after the first Application shall be accompanied by a Certification of Payment form, provided by the City, from the Contractor and each Supplier and Subcontractor, in amounts equal to those stated in the PRIOR Application for the Contractor and each Subcontractor and each Subcontractor, Material/Labor Supplier so due payment. The Application for Payment for Retainage shall be accompanied by a final Certification of Payment and Release of Claim form from the Contractor, each Supplier and Subcontractor in amounts equal to those stated in the Schedule of Values.

8. Final Payment.

Final payment, constituting the entire unpaid balance of the Agreement Sum, shall be made by the City to the Contractor when:

- (A) the Agreement has been fully performed by the Contractor except for the Contractor's responsibility to correct nonconforming Work, if any, which obligation survives final payment and continues thereafter;
- (B) a final Certification of Payment has been issued by the City; such final payment shall be made by the City not more than thirty (30) days after the issuance of the Contractor's final Certification of Payment;
- (C) final Certification of Payment has been furnished from the Contractor, Suppliers and Subcontractors; and
- (D) a Consent of Surety, if any, for final payment.

9. Payment and Performance Bond.

The Contractor agrees that before commencing any work or construction the Contractor shall maintain, at all times, a valid payment and performance bond, consistent with the requirements contained in the ITB, attached as Exhibit A. **The executed Bonds shall be attached to this Agreement as Exhibit C.**

10. Protection Of Property.

The Contractor 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. 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.

11. Florida Trench Safety Act.

The Contractor shall include with its Bid, when applicable, all documentation required by the Florida "Trench Safety Act", Section 553.63, Florida Statutes. The unit prices and total prices presented in the Bid, and those presented in any subsequent change orders shall include the Contractor's cost for compliance with the applicable trench safety standards.

12. 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.

13. Public Bid Disclosure Act.

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).

14. Safety.

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Project Work. The Contractor 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. Contractor, 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).

15. 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 Agreement 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.

16. Construction Quality.

Contractor agrees to perform all work ("Work") required to complete the construction of the Improvements on the Property in a good and workmanlike manner.

16.1 Standards of Construction. Any and all construction of Improvements shall be performed in such a manner as to provide that the Improvements shall: (i) Be structurally sound and safe for its intended use, and free from any unusual hazards; (ii) Be designed for use for only those purposes permitted under Section 13 hereof; (iii) Be fire resistant to the extent required by the provisions of the local applicable building codes and shall not be used for the manufacture or storage of flammable, explosive or hazardous materials in violation of applicable law; (iv) Substantially comply with the Approved Conceptual Plans; (v) Comply with the terms and provisions of this Agreement; and (vi) Comply with all applicable laws, ordinances, rules, regulations and procedures of all applicable Governmental Authorities. The City may refuse to grant approval if the proposed facilities as shown on such plans and specifications will fail to meet the criteria set forth above.

16.2 Comply with Applicable Law. All Improvements constructed or installed by the Contractor, its agents, or contractors, shall conform to all applicable state, federal, county, and local statutes, ordinances, building codes, fire codes, and rules and regulations, as amended.

16.3 Consultation. If requested by the City, the Contractor and its architect, engineer and contractor shall meet with the City in periodically scheduled meetings to assess the current status of completion.

16.4 Contractor's Obligations During Construction. Prior to the Completion Date, Contractor shall:

- (A) Provide all architectural and engineering services, scaffolding, hoists, temporary structures, light, heat, power, toilets, temporary utility connections, equipment, tools and materials and other requirements for the performance of the Work;
- (B) Maintain the Property in a clean and orderly condition, at all times, taking into consideration the public beachfront nature of the Project, and remove all paper, cartons and other debris from the Property;
- (C) Preserve all properties adjacent to or leading to the Property, and restore and repair any such properties damaged as a result of construction of the Work, whether such

- properties are publicly or privately owned;
- (D) Implement and maintain at all times a comprehensive hurricane and flood plan for the Property and the Work, and provide a copy of same to the City, if requested;
 - (E) Provide construction fencing.
 - (F) As Built. Within one hundred twenty (120) days after the date a CO is issued for Improvements constructed by Contractor during the term of this Agreement, the Contractor shall at its expense, provide the City with a complete set of "as built" plans and specifications, including mylar reproducible "record" drawings, and, if available, one set of machine readable disks (or comparable) containing electronic data in an AUTOCAD format that meets the City's graphic standards of the "as-constructed" or "record" plans for such Improvements. The "as built" plans submitted by Contractor must show the square footage of each Improvement depicted in such plans.
 - (G) Use diligent effort to complete the Work in a commercially reasonable time under the circumstances and in accordance with this Agreement. At all times make diligent effort to have proper supervision of the general contractor or other employees or agents of the Contractor upon the Property site.
 - (H) Contractor Progress Reports. At the request of City, Contractor will deliver written reports of the progress of construction to the City Manager or his or her designee.
 - (I) City's Representative. The City may designate one or more employees or agents to be the City's Representative for the Project so that he or she may, subject to site conditions and during normal business hours, visit and the Property.
 - (J) Certificates of Final Completion. After Contractor completes the Work and obtains a Certificate of Occupancy for the Improvements, the City will deliver to Contractor, a recordable Certificate of Final Completion certifying that, to the best of the City's knowledge, Contractor has satisfied all its obligations to the City, in its capacity as Landlord under this Agreement, for the construction of the specified Improvements.

16.5 Site Conditions Contractor has the sole responsibility of satisfying itself concerning the nature and location of the Work and the general and local conditions, and particularly, but without limitation, with respect to the following: those affecting transportation, access, staging, parking, disposal, handling and storage of materials; availability, quantity and quality of labor, water and electric power; availability and condition of roads; climatic conditions, location of underground utilities as depicted on Agreement documents, and through verification with local utility companies and the City, physical conditions of existing construction, topography and ground surface conditions; subsurface geology, and nature and quantity of surface and subsurface materials to be encountered; the nature of the ground water conditions; equipment and facilities needed preliminary to and during performance of the Agreement; and all other matters which would be reasonably known to a licensed general contractor with expertise in streetscape and related infrastructure construction as in any way affecting performance of the Agreement, or the cost associated with such performance. The failure of Contractor to acquaint itself with any applicable condition will not relieve it from the responsibility for properly estimating either the

difficulties or the costs of successfully and timely performing the Agreement.

16.6 The City shall not be responsible for any conclusions or interpretations made by the Contractor based on the information made available by the City. The City shall not be responsible for any understanding reached or representation made concerning conditions which can affect the Work by any of Contractor's officers, employees, agents, subcontractors, material men, or suppliers before execution of this Agreement, unless that understanding or representation is expressly stated in this Agreement.

16.7 The provisions of this Section 16 shall be deemed a complete waiver by the Contractor of claims for equitable adjustment in Agreement Time or Price, or both, unless due to (1) subsurface or concealed conditions which differ materially from those indicated on the Agreement Documents, or (2) unknown physical conditions of an unusual nature which differ materially from those ordinarily found to exist and generally recognized as inherent in construction of the character provided in the Agreement Documents; provided however, that claims under this Section 16 shall be denied in the event that the conditions were reasonably inferable from activities, testing and investigations performed in connection with the Pre-Con Agreement, and which would otherwise provide to Contractor an expectation that the conditions could be similar elsewhere in the Project.

16.8 Warranty. Unless otherwise provided elsewhere in the Agreement, all materials and equipment incorporated into any Work covered by the Agreement shall be new and, where not specified, of the highest grade and quality for their intended use, and all workmanship shall be in accordance with construction practices acceptable to City. Unless otherwise provided in the Agreement, Contractor warrants all equipment, materials, and labor furnished or performed under this Agreement, against defects in design, materials and workmanship, for a period of twelve (12) months (unless longer guarantees or warranties are provided for elsewhere in the Agreement in which case the longer periods of time shall prevail) from and after Substantial Completion of the Work under the Agreement, regardless of whether the same were furnished or performed by Contractor or by any of its subcontractors of any tier. Even in the event that the City assumes partial utilization of portions of the Work prior to completion of all Work, the Warranties for that portion shall also extend for twelve (12) months from Substantial Completion of the entire Work, so that all warranties are running concurrently upon Substantial Completion of the total Project.

16.9 Upon receipt of written notice from City of any defect in any such equipment, materials, or labor during the applicable warranty period due to defective design, materials or workmanship, the affected item or parts thereof shall be redesigned, repaired or replaced by Contractor at a time and in a manner acceptable to City in compliance with the Agreement Documents, at its expense.

16.10 Contractor warrants such redesigned, repaired or replaced Work against defective design, materials and workmanship for a period of twelve (12) months from and after the date of acceptance thereof. Should Contractor fail to promptly make the necessary redesign, repair,

replacement and tests, after written notice from City specifying the defects, City may perform or cause to be performed the same, at Contractor's sole cost and expense.

16.11 Contractor shall perform such tests as City may require to verify that such redesign, repairs and replacements comply with the requirements of this Agreement. All costs incidental to such redesign, repair, replacement, and testing, including the removal, replacement, and reinstallation of equipment and materials necessary to gain access, shall be borne exclusively by Contractor. However, if such testing determines that the Work is not defective, then City shall compensate Contractor for such costs of testing and any effects on previously completed work.

16.12 Contractor and its Surety shall be liable for the satisfaction and full performance of the warranties as set forth herein, and any damage to other parts of the Work caused by the Contractor's failure to perform pursuant to this section 16.

16.13 The Contractor shall commence Work to remedy or replace the defective, deficient Work within five (5) calendar days after receiving written (including transmittals by email) notice from the City, subject to allowance for long-lead items. If the Contractor fails to remedy or remove or replace that Work or material which has been found to be defective, or reasonably commence corrective action, then the City may remedy or replace the defective or deficient Work at the Contractor's expense; provided, however, all repairs to natural gas, telephone, radio, computer security, water, electric, air conditioning services and all emergency services shall be commenced within twelve (12) hours of notification, or by 7:00 a.m. whichever is earlier, and Contractor shall complete the repairs in an expeditious manner befitting the nature of the deficiency. The Contractor shall immediately pay the expenses incurred by the City for remedying the defects. If the City is not paid within ten (10) calendar days, the City may pursue any and all legal remedies it may have against the Contractor and its Surety.

16.14 The Contractor is required to provide a designated telephone number for warranty related emergencies which occur outside the normal workday. The Contractor is solely responsible for ensuring that all warranty Work is completed in the manner described above. If the City agrees, in writing, a subcontractor may be the point of contact for notices regarding warranty items, but such agreement shall not absolve the Contractor of its responsibility.

16.15 Ingress/Egress. Contractor's access to the Work area will be permitted only through approaches that will be designated by City, and then only in such manner that Contractor's traffic will not interfere with City's operations and Merchants/Tenants adjacent to the activity area(s). Contractor shall, at all times, maintain reasonably free unimpeded ingress and egress at the site. Contractor personnel are not to enter into any areas of the jobsite other than Work areas and areas of designated access. Contractor shall safely maintain, at all times during the performance of the Work, both vehicular and pedestrian traffic in, around, and adjacent to the Project.

16.16 Preconstruction Conference. As soon as practicable after execution of this Agreement, and prior to commencing any Work, a pre-construction conference will be coordinated by the Contractor and the City. In attendance at said conference will be City, Architect, and any of their representatives as may be deemed advisable. The purpose of said conference is to determine procedures related to the smooth progress of the Project, review of any items requiring clarification, maintenance of traffic, merchant and pedestrian accessibility, related safety issues,

and procedures for the processing and distribution of all documents and correspondence related to the Agreement, among other things.

16.17 Meetings. The Contractor shall, at its expense, as requested by City, attend any and all meetings called by City to discuss the Work under the Agreement. Such meetings shall be conducted and recorded by the City with typed minutes of each meeting distributed to all attendees.

16.18 Delivery, Unloading And Storage Contractor shall, at its expense, receive, unload, store in a secure place, and deliver from storage to the construction site all materials, plant and equipment required for the performance of the Agreement. The storage facilities, methods of storing and security provisions shall meet City's approval and manufacturer's recommendations. Materials and equipment subject to degradation by outside exposure shall be stored in a weather tight enclosure.

16.19 Work Area. All Contractor's Work areas on the jobsite will be assigned by City. Contractor shall confine its office, shops, storage, assembly and equipment and vehicle parking to the areas so assigned. Before commencing Work, the Contractor shall provide a temporary office on the site of the Work, which shall have a telephone where a representative of the Contractor may be reached at all times during normal working hours. Should Contractor find it necessary or advantageous to use any additional land outside the Project site for any purpose whatever, Contractor shall, provide and make its own arrangements for the use of such additional land.

16.20 Plant, Equipment And Facilities. Contractor shall provide and use on any Work only such construction plant and equipment as are capable of producing the quality and quantity of work and materials required by the Agreement and within the time or times specified in the Agreement. Before proceeding with any Agreement Work or with erection of any facilities, including, but not limited to, temporary structures, machinery, equipment, offices and warehouses, Contractor shall furnish City such information and drawings relative to such equipment, plant facilities as City may request.

16.21 Upon written order of City, Contractor shall discontinue operation of unsatisfactory plant and equipment or facilities and shall either modify or remove the unsatisfactory items from the site.

16.22 Contractor shall not remove construction plant or equipment from the site before the Work is finally accepted without City's written approval. Such approval shall not be unreasonably withheld.

16.23 Contractor-Furnished Materials, Equipment And Workmanship. Only new, unused items of recent manufacture, of designated quality, but in no event less than the standard quality for the improvements, free from defects, will be accepted. Rejected items shall be removed immediately from the Work and replaced with items of specified quality. Failure by City to order removal of rejected materials and equipment shall not relieve Contractor from responsibility for quality of the materials supplied nor from any other obligation under the Agreement Documents.

16.24 Contractor shall continuously check architectural and structural clearances for accessibility of equipment and mechanical and electrical systems. No allowance of any kind will be made for Contractor's negligence to foresee means of installing equipment into position inside structures.

16.25 No Work defective in construction or quality, or deficient in meeting any requirement of the Agreement Drawings and Specifications, will be acceptable regardless of City's failure to discover or to point out defects or deficiencies during construction; nor will the presence of field representatives at the Work or the satisfaction of the Work meeting applicable code requirements relieve Contractor from responsibility for the quality and securing progress of Work as required by the Agreement Documents. The City shall notify the Contractor of defective or unacceptable Work if the City discovers such. Defective Work revealed within the time required by warranties (whether expressed or implied) shall be remedied in accordance with Section 15, entitled, "Warranty." No payment, whether partial or final, shall be construed as an acceptance of defective Work or improper materials.

16.26 Contractor shall waive "common practice" and "common usage" as construction criteria wherever details and specifications or governing codes and ordinances require greater quantity or better quality than common practices and common usage would require. Contractor shall order and schedule delivery of materials in reasonable time to avoid delays in construction. Delays in delivery of equipment or material purchased by the Contractor or its Trade Contractors shall not be considered as a cause for an adjustment of the Agreement Time or a basis for damages or compensation. The Contractor shall be fully responsible for the timely ordering, scheduling, expediting, delivery, and installation of all equipment and materials. If an item is found to be unavailable, Contractor shall notify City immediately of recommended substitute(s) to permit City's selection of a suitable substitute.

16.27 City will exercise sole authority for determining conformance of workmanship, materials, equipment and systems with the requirements of the Agreement. Review and approval of all items proposed by Contractor for incorporation into the Work will be by City. This function by City will apply both to approvals for the Agreement as initially signed, and to approvals for changes to Agreement by modifications during progress of the Work. Reference to manufacturers' names, brands and models is to establish the type and quality desired. Substitutions may be permitted unless specifically noted otherwise in this Agreement.

16.28 When materials, equipment, or systems are specified by performance only, without reference to specific manufacturer's brands or models, Contractor shall submit its own choice for City's review and approval, supported by sufficient evidence of conformity with the Agreement Documents.

16.29 Substitutions. Prior to proposing any substitute item, Contractor shall satisfy itself that

the item proposed is, in fact, equal or better to that specified, that such item will fit into the space allocated, that such item affords comparable ease of operation, maintenance and service, that the appearance, longevity and suitability for the climate are comparable, and that by reason of cost savings, reduced construction time, or similar demonstrable benefit, the substitution of such item will be in City's interest, and will in no way impact detrimentally upon the Project completion date and schedule. The burden of proof of equality of a proposed substitution for a specified item shall be upon Contractor prior to City's decision on such substitution. Contractor shall support its request with sufficient test data and other means to permit City to make a fair and equitable decision on the merits of the proposal. Contractor shall submit drawings, samples, data, certificates, and additional information as may be required by the City for proposed substitute items.

Any item by a manufacturer other than those specified or of brand name or model number or of generic species other than those specified will be considered a substitution. City will be the sole judge of whether or not the substitution is equal in quality, utility and economy to that specified. Contractor shall allow an additional seven (7) calendar days for City's review of substitution. All requests for substitutions with submittal data must be made at least fourteen (14) calendar days prior to the time Contractor must order, purchase, or release for manufacture or fabrication. Materials and methods proposed as substitutions for specified items shall be supported by certification of their approval for use by all governmental agencies having jurisdiction over use of specific material or method. Substitutions may not be permitted in those instances where the products are designed to match artistic design, specific function or economy of maintenance.

16.30 Expediting The equipment and material furnished under this Agreement may be subject to expediting by City, at City's expense. City shall be allowed reasonable access to the shops, factories, and other places of business of the Contractor and its subcontractors and suppliers, for expediting purposes. As required by City, Contractor shall supply schedules and progress reports for City's use in expediting and Contractor shall cooperate with City and require its subcontractors and suppliers to cooperate with City in such expediting. Any expediting performed by City shall not relieve Contractor of its sole and primary responsibility for timeliness of delivery of the equipment and material to be furnished under this Agreement.

16.31 Field Layout Of Work All Work under this Agreement shall be constructed in accordance with the lines and grades shown on the Agreement Drawings or as approved by the City in writing. Elevation of existing ground, structures and appurtenances are believed to be reasonably correct but are not guaranteed to be absolute and therefore are presented only as an approximation. All survey work for construction control purposes shall be made by a land surveyor registered in the State of Florida, with demonstrated experience in the Project area, and who shall be employed by the Contractor at Contractor's expense. The Contractor shall establish all base lines for the location of the principal component parts of the Work together with permanent benchmarks and temporary benchmarks adjacent to the Work. Based upon the information provided by the Agreement Drawings, the Contractor's surveyor shall develop and make all detail surveys necessary for construction including establishment or construction of grid coordinates as shown on the Agreement Drawings, location of property boundaries, stakes for all working points, lines and elevations. City shall provide surveys necessary for utility easements.

The Contractor shall have the responsibility to carefully preserve all benchmarks, reference points and stakes. In case of destruction thereof by the Contractor resulting from his negligence, or for any other reason, it shall be held liable for any expense and damage resulting therefrom and shall be responsible for any mistakes that may be caused by the unnecessary loss or disturbance of such benchmarks, reference points and stakes. Existing or new control points, property markers, and monuments that will be established or are destroyed during the normal course of construction shall be reestablished by the Contractor, and all reference ties recorded therefor shall be furnished to the City. All computations necessary to establish the exact position of the Work shall be made and preserved by the Contractor.

16.32 Contractor Furnished Drawings, Data And Samples. Review and permission to proceed by City as stated in this Agreement does not constitute acceptance or approval of design details, calculations, analyses, test methods, certificates or materials developed or selected by the Contractor and does not relieve Contractor from full compliance with contractual obligations. Drawings, samples, catalogues, data and certificates required shall be submitted to the City for review. All correspondence from the Contractor to the City shall be numbered sequentially and the submittal number shall be referenced. Submittal drawings (shop, erection or setting diagrams) and schedules, required for work of various trades, shall be checked before submission by technically qualified employees of Contractor for accuracy, completeness and compliance with Agreement requirements. These drawings and schedules shall be stamped and signed by Contractor certifying to such check. The certification stamp shall read as follows:

"I certify that I have checked this submittal for accuracy, completeness and compliance with Agreement requirements, and it has been coordinated with all other submittals and Agreement Documents."

SIGN

DATE

16.33 Drawings. Where drawings are required for (a) fabrication of Contractor furnished equipment; (b) installing Contractor furnished material or equipment; or (c) planning and performance of the Work under Agreement; such drawings shall be originally generated and submitted by and at the expense of the Contractor before fabrication, installation or performance is commenced. Each submittal shall be made not less than fourteen (14) calendar days prior to the time that the drawings are required in accordance with the schedule. Allow at least seven (7) calendar days for review by the Engineer. Such drawings shall include, but not be limited to, matchmarks, erection diagrams and other details, such as field connections for proper installation, erection of the equipment, and performance of the Work.

16.34 Samples. Samples are physical examples that illustrate materials, equipment or

workmanship and establish standards by which the Work will be judged. Samples of all items of related systems (i.e., adjacent surfaces requiring similar colors but manufactured of different materials) must be submitted in the same time frame before the approval process can begin. Where samples are required, they shall be submitted by and at the expense of the Contractor. Such submittal shall be made not less than thirty five (35) calendar days prior to the time that the materials represented by such samples need to be ordered for incorporation into any Work in accordance with the schedule. Allow at least seven (7) calendar days for City's review. Materials represented by such samples shall not be manufactured, delivered to the site or incorporated into any Work without such review. Each sample shall bear a label showing the Contractor's name, date submitted, Project name, name of the item, manufacturer's name, brand name, model number, supplier's name, and reference to the appropriate drawing, Technical Specification section and paragraph number, all as applicable. Samples that have been reviewed may, at Architect's and City's option, be returned to the Contractor for incorporation into the Work.

16.35 Catalogues, Data and Certificates. Where catalogues, data or certificates are required, one (1) digital copy and one (1) copy of each shall be submitted by and at the expense of the Contractor. Such submittal shall be made not less than fourteen (14) calendar days prior to the time that the materials represented by such catalogues, data or certificates must be ordered for incorporation into any Work in accordance with the BAR CHART schedule. Allow at least 7 calendar days for Architect and City's review. Material represented by such shall not be fabricated, delivered to the site or incorporated into any Work without such review. Certificates shall clearly identify the material being certified and shall include but not be limited to providing the following information: Contractor's name, Project name, name of the item, manufacturer's name, and reference to the appropriate drawing, Technical Specification section and paragraph number all as applicable. All catalogues, data and certificates submitted by the Contractor shall be certified and dated by the Contractor on the face of each catalogue, data and certificate to be correct and shall be furnished in accordance with these requirements and the requirements of the Technical Specifications.

16.36 Construction Schedule. Within ten (10) calendar days after the date of the City's issuance of a Notice to Proceed, the Contractor shall prepare and submit to the City a BAR CHART construction schedule in graphically depicting the activities contemplated to occur as a necessary incident to performance of the Work required to complete the Project, showing the sequence in which the Contractor proposes for each such activity to occur and duration (dates of commencement and completion, respectively) of each such activity. The City's initial approval for the purposes of this Section, and any other provisions in the Agreement Documents related to the Contractor's responsibility to prepare and submit schedules shall be limited to a determination that the activities, durations and logic are reasonable. The construction schedule shall be complete in all respects, covering, in addition to activities and interfaces with other Contractors at the site of the Work, offsite activities such as design, fabrication, an allowance for weather delays, submittals, procurement and jobsite delivery of Contractor furnished material and equipment. The schedule shall be a BAR CHART Critical Path type network drawn to a time scale using arrow or precedence type diagramming. The construction schedule activities shall mirror the payment application breakdown.

16.36.1 The construction schedule shall include the following:

- (a) Brief description of each activity.
- (b) All submittals, samples, approvals, fabrication, and deliveries for equipment and materials.
- (c) Activities showing scheduled start and finish, late start and finish, and float.
- (d) Relations between activities.
- (e) Duration of activities. No activity should be scheduled for more than 19 workdays.
- (f) Contractual and other major milestones including phasing.
- (g) Schedule activities to include labor and material.
- (h) An allowance for delays due to weather. Agreement Time extensions for weather delays will be granted only when all of the conditions and criteria for evaluation of time extensions have been met pursuant to the General Conditions.
- (i) Upon acceptance of the original Schedule, the Early Start and Early Finish dates for all activities shall be fixed as Planned Start and Planned Finish dates. Any further revisions to the schedule must be submitted in writing and approved by the City.
- (j) The detailed BAR CHART schedule submittal shall include one (1) digital color copy and one (1) color copy of the following:
 - (k) Time Scaled Network Diagram.
 - (l) Bar Chart in the following formats:
 - (m) Sorted by activity.
 - (n) Sorted by total float.
 - (o) Sorted by early start.
 - (p) Precedence and Successor report.
 - (q) Narrative report.
 - (r) Computer diskette. (One copy)
 - (s) Submittals shall be organized under Standard CSI format.
- (t) The detailed BAR CHART Schedule shall be updated monthly and submitted along with an updated CD accompanied by an Application for Payment. Contractor shall meet with the City and Architect/Engineer of Record to review and verify:
 - i. Actual start and finish dates for completed activities.
 - ii. Remaining duration required to complete each activity started, scheduled to start, but not completed.
 - iii. Logic and time, for change orders that are to be incorporated into the diagram and computer produced schedules.
 - iv. Percentage for completed and partially completed activities.

16.37 Following development and submittal of the construction schedule as aforesaid, the Contractor shall, at the end of each calendar month occurring thereafter during the period of time required to finally complete the Project, or at such earlier intervals as circumstances may

require, update and/or revise the construction schedule to show the actual progress of the Work performed and the occurrence of all events which have affected the progress of performance of the Work already performed or will affect the progress of the performance of the Work yet to be performed in contrast with the planned progress of performance of such Work, as depicted on the original construction schedule and all updates and/or revisions thereto as reflected in the updated and/or revised construction schedule last submitted prior to submittal of each such monthly update and revision.

16.38 The Contractor shall prepare and incorporate into the schedule data base, at the required intervals, the following schedules:

A. Subcontractor Construction (Sub-networks) - Upon the award of each subcontract, the Contractor shall jointly with the subcontractor, develop a schedule which is more detailed than the pre-bid schedule included in the Specifications, taking into account the Work schedule of the other subcontractors. The construction schedule shall include as many activities as necessary to make the schedule an effective tool for construction planning and for monitoring the performance of the subcontractor. The construction schedule shall also show pertinent activities for material purchase orders, manpower supply, shop drawing schedules and material delivery schedules.

B. Occupancy Schedule - The Contractor shall jointly develop with the Engineer and City a detailed plan, inclusive of punch lists, final inspections, maintenance training and turn-over procedures, to be used for ensuring accomplishment of a smooth and phased transition from construction to City occupancy. The Occupancy Schedule shall be produced and updated monthly from its inception through final City occupancy.

16.39 The Contractor shall submit a written narrative report as a part of his monthly review and update in a form agreed upon by the Contractor and the City. The narrative report shall include a description of problem areas; current and anticipated delaying factors and their estimated impact on performance of other activities and completion dates; and an explanation of corrective action taken or proposed.

16.40 The Contractor shall have in its employ for the length of this Project, at least one qualified scheduling specialist whose responsibility as to this Agreement will be to prepare, plan and draft the construction schedules, monitor the construction progress, analyze scheduling problems for resolution, update the Construction Schedule as required in the Agreement, and maintain updated information as required regarding the interface with other contracts. The costs associated herewith, and all scheduling activities, are included in the Lump Sum.

16.41 The Contractor agrees that whenever it becomes apparent from the current progress review meeting or the computer produced calendar dated schedule that the Agreement completion date will not be met, the Contractor shall execute some or all of the following remedial actions at Contractor's sole cost and expense:

A. Increase construction manpower in such quantities and crafts as necessary to

eliminate the backlog of Work.

B. Increase the number of working hours per shift, shifts per working day, working days per week, the amount of construction equipment, or any combination of the foregoing to eliminate the backlog of Work.

C. Reschedule the Work in conformance with the specification requirements.

16.42 Prior to proceeding with any of the above actions, the Contractor shall notify the City of the proposed schedule changes. Such actions shall be incorporated by the Contractor into the diagram before the next update, at no additional cost.

16.43 Responsibility For Work Security Contractor shall, at its expense, at all times conduct all operations under the Agreement in a manner to avoid the risk of loss, theft or damage by vandalism, sabotage or other means to any property. Contractor shall promptly take all reasonable precautions which are necessary and adequate against any conditions which involve a risk of loss, theft or damage to its property, at a minimum. Contractor shall continuously inspect all its Work, materials, equipment and facilities to discover and determine any such conditions and shall be solely responsible for discovery, determination and correction of any such condition. Contractor shall prepare and maintain accurate reports of incidents of loss, theft or vandalism and shall furnish these reports to City within three days of each incident.

16.44 Protection Of Work In Progress, Materials And Equipment Contractor shall be responsible for and shall bear any and all risk of loss or damage to Work in progress, all materials delivered to the site, and all materials and equipment involved in the Work until completion and final acceptance of Work under this Agreement. Excluded from Contractor's responsibility is any loss or damage which results from acts or omissions of the City or its representatives or other contractors. Permanent openings or thoroughfares for the introduction of work and materials to the structure and construction site shall be protected so that upon completion, the entire Work will be delivered to the City in proper, whole and unblemished condition.

16.45 Protection Of Existing Property Contractor shall so conduct its operations as not to damage, close, or obstruct any utility installation, highway, road or other property until permits therefore have been obtained. If facilities are closed, obstructed, damaged or rendered unsafe by Contractor's operations, Contractor shall, at its expense, make such repairs and provide temporary guards, lights and other signals as necessary or required for safety and the welfare of persons on the jobsite and the general public.

Contractor shall conduct its operation so as not to damage any existing buildings or structures. The Contractor shall verify that means and methods of construction used inside, adjacent to, under or over existing buildings will not cause damage. The Contractor shall provide protection methods which ensure the safety of persons on the jobsite and the general public. Unless otherwise specifically provided in the Agreement, Contractor shall not do any Work that would disrupt or otherwise interfere with the operation of any pipeline, telephone, electric,

radio, gas, transmission line, ditch or other structure, nor enter upon lands in their natural state until approved by City. Thereafter, and before it begins such Work, Contractor shall give due notice to City of its intention to start such Work. Contractor shall not be entitled to any extension of time or any extra compensation on account of any postponement, interference, or delay cause by any such line, ditch or structure on or adjacent to the site of the Work. If Contractor has exercised due diligence, such as, but not limited to, conducting soft digs, securing utility locates, as well as other activities both during its Pre-Con performance and thereafter, Contractor shall not be held responsible for any damages caused to any lines, cables, pipes, or pipelines which are not depicted on the surveys, studies, reports, investigations and legal descriptions of the site supplied to the Contractor.

Contractor shall preserve and protect all cultivated and planted areas and vegetation such as trees, plants, shrubs and grass on or adjacent to the Project, which, as determined by City, do not reasonably interfere with the performance of this Agreement. Contractor shall be responsible for damage to any such areas and vegetation and for unauthorized cutting of trees and vegetation, including, without limitation, damage arising from the performance of its work through operation of equipment or stockpiling of materials. All cost in connection with any repairs or restoration necessary or required by reason of any such damage or unauthorized cutting shall be borne by Contractor.

16.46 Labor. Contractor shall employ only competent and skilled personnel to perform the Work. Contractor shall, if requested to do so by City, remove from the jobsite any personnel of Contractor whom City determines unfit or acting or working in violation of any provision of this Agreement.

Work assignments and the settlement of jurisdictional disputes shall conform with either the Rules, Regulations and Procedures of the Plan for Settlement of Jurisdictional Disputes in the Construction Industry, and any successor agreement thereto, or any other mutually established method of determining work assignments and settling jurisdictional disputes. Contractor shall comply with and shall cooperate with City in enforcing jobsite conditions and job work rules which directly affect the performance of the Work including, but not limited to, starting and quitting time, smoking regulations, check-in and check- out procedures, job site safety regulations and security regulations, emergency plans and procedures, and daily clean-up.

The Contractor and subcontractors shall be bound by and comply with all Federal, State and local laws with regard to minimum wages, overtime work, hiring, and discrimination. All work necessary to be performed after regular working hours, on Saturdays, legal and City holidays, shall be performed without additional expense to the City. The Contractor shall comply with the Copeland Anti-Kick Back Act (19 U.S.C. 874) as supplemented in the Department of Labor Regulations (29 CFR Part 3). This act provides that each Contractor or subcontractor shall 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 is otherwise entitled.

16.47 Equal Employment Opportunity During the performance of this Agreement, the Contractor agrees as follows:

- (a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, or national origin. The Contractor will take affirmative action to ensure that applicants and employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, or national origin. 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. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth provisions of this nondiscrimination clause.
- (b) The Contractor will, in all solicitations or advertisements for employees placed for, by, or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, or national origin.
- (c) The Contractor will send to each labor union or representatives of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the City, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (d) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (e) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the City and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (f) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (g) The Contractor will include the provisions of paragraphs A through F in every subcontract or purchase unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontractor or purchase order as may be directed to the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

(h) All regulations, guidelines, and standards lawfully adopted under the governing statutes.

16.48 Safety & Protection Of Persons & Property

16.48.1 Responsibility For Safety And Health. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work to be performed under the terms of the Agreement ("Work"). The Contractor shall take all precautions and follow all procedures for the safety of, and shall provide all protection to prevent injury to, all persons involved in any way in the Work and all other persons, including, without limitation, the employees, agents, guests, visitors, invitees and licensees of the City and Users who may be affected thereby. The Contractor shall set forth in writing its safety precautions and programs in connection with the Work and submit the same to the City. The City may, but shall not be obligated to, make suggestions and recommendations to the Contractor with respect thereto.

16.48.2 All Work, whether performed by the Contractor, its Sub- Contractors or Sub-subcontractors, or anyone directly or indirectly employed by any of them, and all equipment, appliance, machinery, materials, tools and like items incorporated or used in the Work, shall be in compliance with, and conform to:

(a) all applicable laws, ordinances, rules, regulations and orders of any public, quasi-public or other authority relating to the safety of persons and their protection against injury, specifically including, but in no event limited to, the Federal Occupational Safety and Health Act of 1970, as amended and all State, Local, City and County rules and regulations now or hereafter in effect; and

(b) all codes, rules, regulations and requirements of the City and its insurance carriers relating thereto. In the event of conflicting requirements, the more stringent shall govern.

16.48.3 Should the Contractor fail to provide a safe area for the performance of the Work or any portion thereof, the City shall have the right, but not the obligation, to suspend Work in the unsafe area. All costs of any nature resulting from the suspension, by whomsoever incurred, shall be borne by the Contractor.

16.48.4 The Contractor shall provide, or cause to be provided, to each worker on the Job Site the proper safety equipment for the duties being performed by that worker and will not permit any worker on the Job Site who fails or refuses to use the same. The City shall have the right, but not the obligation, to order the Contractor to send a worker home for the day or to discharge a worker for his or her failure to comply with safe practices, with which order the Contractor shall promptly comply.

16.48.5 The Contractor shall defend, indemnify and hold the City, the City's Representative and their respective officers, directors, agents, employees and assigns, harmless from and against any and all liability, public or private, penalties, contractual

or otherwise, losses, damages, costs, reasonable attorneys' fees, expenses, causes of action, claims or judgments to the extent resulting from any failure of the Contractor, its subcontractors or sub-subcontractors or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, to comply with the provisions of this General Condition.

16.48.6 In any and all claims against those indemnified hereunder by any employee of the Contractor, any subcontractor or sub-subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph shall not be limited in any way to any limit(s) on the amount or type of damage, compensation or benefits payable by or for the Contractor or any subcontractor or sub-subcontractor under any workers' compensation acts, disability benefit acts or other employee benefit acts.

16.49 Protection Of Work And Property; Responsibility For Loss. The Contractor shall, throughout the performance of the Agreement, maintain adequate and continuous protection of all completed Work and temporary facilities against loss or damage from whatever cause, shall protect the property of the City and third parties from loss or damage from whatever cause arising out of the performance of the Agreement and shall comply with the requirements of the City and its insurance carriers and with all applicable laws, codes, rules and regulations with respect to the prevention of loss or damage to the property. The City, their representatives or insurance carriers may, but shall not be required to, make periodic patrols of the Job Site as a part of its normal safety, loss control and security programs. In such event, however, the Contractor shall not be relieved of its aforesaid responsibilities and the City shall not assume, nor shall it be deemed to have assumed, any responsibility otherwise imposed upon the Contractor by this Agreement.

Until final acceptance of the Work by the City the Contractor shall have full and complete charge and care of and, except as otherwise provided in this subparagraph or elsewhere in this Agreement, shall bear all risk of loss of, and injury or damage to, the Work or any portion thereof (specifically including City furnished supplies, equipment or other items to be utilized in connection with, or incorporated in, the Work) from any cause whatsoever, except to the extent caused by City, its representatives, or contractors.

16.50 Surface And Subsurface Water. Surface or subsurface water or other fluid shall not be permitted to accumulate in excavations or under or in the structures. Should such conditions develop or be encountered, the water or other fluid shall be controlled and suitably disposed of by means of temporary pumps, piping, drainage lines and ditches, dams or other methods approved by the City in writing. The proposed location and coordination of temporary channels and conduits conducting accumulated water from the Job Site shall be permitted by the proper regulatory agency and submitted to the City for its prior written approval. All such Work shall be done at the sole expense of the Contractor.

16.51 Emergencies. In any emergency affecting the safety of persons or property, or in the

event of a claimed violation of any federal or state safety or health law or regulation, arising out of or in any way connected with the Work or its performance, the Contractor shall act immediately to prevent threatened damage, injury or loss to remedy said violation, whichever is applicable. Failure by Contractor to take necessary emergency action shall entitle the City to take whatever action it deems reasonably necessary, including, but not limited to, suspending the Work. The City may offset any and all costs or expenses of whatever nature, including reasonable attorneys' fees, paid or incurred by the City in taking such emergency action against any sums then or thereafter due to the Contractor. The Contractor shall defend, indemnify and hold the City harmless against any and all costs or expenses pursuant to this Section, by whomsoever incurred.

16.52 City's Standards. The City reserves the right, but assumes no duty, to establish and enforce standards, and to change the same from time to time, for the protection of persons and property, with which the Contractor shall comply, and to review the efficacy of all protective measures taken by the Contractor. The exercise of or failure to exercise any or all of these rights by the City shall not relieve the Contractor of its duties and responsibilities under this Agreement, and the City shall not thereby assume, nor be deemed to have assumed, any such duties or responsibilities of the Contractor.

16.53 Project Site Protection Contractor, at its expense, shall maintain such protection as provided in the subsection 16.49, entitled "Safety & Protection Of Persons & Property" in a satisfactory condition until removal is authorized by City. Contractor, at its expense, shall make all necessary repairs to property damaged by construction operations. Repairs shall be made in a manner satisfactory to City. The Contractor will provide parking for its employees within the designated work areas. Contractor employees will not be allowed to park in areas which are used by any facilities which remain in operation.

16.54 Fire Prevention. Contractor shall, at its expense, conform to all Federal, State, and local laws and regulations pertaining to burning, fire prevention and control within or adjacent to the Project. Necessary precautions to avoid and eliminate fire hazards shall be the responsibility of the Contractor. This includes keeping the Agreement Work area clear of all trash at all times. All tarpaulins used for any purpose during construction of any Work shall be made of material resistant to fire, water and weather and shall bear UL labels. Lighting of any fires on premises is strictly forbidden. Controlled burning shall be with the consent of the City. Contractor shall provide portable fire extinguishers properly labeled, located and compatible with the hazard of each work area and shall instruct its personnel in their use. Wherever welding and burning are conducted, inflammable materials shall be protected and a fire watch shall be provided by Contractor to be present during the burning and welding operation to ensure that protective measures are taken and that no fires result from such operation. The fire watch shall have fire extinguisher equipment readily available and know-how for proper use.

16.55 Illumination. When any work is performed at night or where daylight is shut off or obscured, Contractor shall, at its expense, provide artificial light sufficient to permit work to be carried on efficiently, satisfactorily and safely, and to permit thorough inspection. During such time periods the access to the place of work shall also be clearly illuminated. All wiring for electric light and power shall be installed and maintained in a first-class manner, securely fastened in place at all points, and shall be kept as far as possible from telephone wires, signal wires, and wires used for firing blasts.

16.56 Dust Control. The Contractor, for the duration of the Agreement, shall, at its expense, maintain all excavations embankments, haul roads, access roads, plant sites, waste disposal areas, borrow areas, and all other work areas free from dust. Industry-accepted methods of dust control suitable for the area involved and approved by City will be permitted.

16.57 Water Pollution. Contractor shall, at its expense, provide suitable facilities to prevent the introduction of any substance or materials into any stream, river, lake or other body of water which may pollute the water or constitute substances or materials deleterious to fish and wildlife.

16.58 Air Pollution. The Contractor shall, at its expense, so perform its work as not to discharge into the atmosphere from any source whatever smoke, dust, or other air contaminants in violation of the laws, rules and regulations of all Federal, State and local air and water pollution requirements including, but not limited to: Registering with the Dania Beach County Health Department, Air Pollution Board, any equipment requiring operating permits by said Board; Adhering to all Broward County Air Pollution Board Regulations.

16.59 Explosives & Hazardous Materials. Contractor shall obtain all required Federal, State and local permits and licenses and shall be responsible for the safe and proper handling, labeling, transporting, storage and use of any explosive or hazardous materials brought onto or encountered within the site, and at its expense, make good any damage caused by its handling, transporting, storage and use. The Contractor will notify the City immediately if explosive or hazardous materials are encountered on the site. Transporting explosive or hazardous materials onto the site will require prior written approval from the City. The Contractor shall maintain and post as necessary Material Hazard Data Sheets for all applicable Hazardous Materials used in the course of his work.

In the event that hazardous material is improperly handled or stored by the Contractor, its subcontractors, any sub-subcontractors, or any employee or agent of any of the aforementioned which results in contamination of the site, Contractor shall immediately notify the City and the appropriate governmental authority and shall take whatever action is necessary or desirable to remediate the contamination at the Contractor's sole cost and expense. Further, Contractor shall indemnify and hold harmless from any and all cost, expense, action, or liability whatsoever resulting from such contamination and/or remedial activities. If without negligence on the part of the Contractor or anyone for whom it is responsible, Contractor is held liable for the cost of remediation of a hazardous material or substance solely by reason of performing the Work as required by the Agreement Documents, the City shall pay for the direct costs of remediation as approved beforehand by City, in writing, which shall be paid from the Contingency Fund.

16.60 Inspection: Rejection Of Materials And Workmanship. All materials and equipment furnished and work performed shall be properly inspected by Contractor, at its expense, and shall at all times be subject to quality surveillance, observations or quality audit by City. Contractor shall provide safe and adequate facilities and all samples, drawings, lists and documents necessary for such quality surveillance, observation or quality audit. For this purpose, City shall be afforded full and free access to the shops, factories or places of business of Contractor and its subcontractors and suppliers for such quality surveillance, observation or quality audit and to determine the status of the Work. If Contractor covers all or any portion of

the Work prior to any quality surveillance or test by City, the cost of any necessary uncovering and replacing shall be borne by Contractor. Neither the failure to make such quality surveillance, observance or quality audit, nor to discover defective workmanship, materials, or equipment, nor acceptance of or payment to Contractor for such work, materials or equipment shall prejudice the rights of City thereafter to correct or reject the same as hereinafter provided.

If any material, equipment or workmanship is determined by City, either during performance of the Work or on final quality surveillance, or during any applicable warranty period (expressed or implied), to be defective or not complying with the requirements of this Agreement, City shall notify Contractor in writing that such material, equipment or work is rejected and the City reserves the right to withhold payment on any such item. Thereupon, Contractor shall, at its own expense, immediately remove and replace or correct such defective material, equipment or work by making the same comply strictly with all requirements of the Agreement.

16.61 Testing. Unless otherwise provided in the Agreement, Drawings and Specifications shop testing of materials or work shall be performed by the Contractor and in accordance with the Technical Specifications. Field testing of materials or work shall be performed by City. Should tests in addition to those required by the Specifications be desired by City, Contractor will be advised in reasonable time to permit such testing. Such additional tests will be at City's expense unless such additional tests are required due to Contractor's work or materials having failed any initial test. In this event, such additional (re-test) tests shall be at Contractor's expense. Contractor shall furnish samples as requested and shall provide reasonable assistance and cooperation as necessary to permit tests to be performed on materials or work in place including reasonable stoppage of work during testing. Contractor shall provide reasonable and accurate notice of when construction activities which require City's testing services are required. Contractor shall be responsible for stand- by and other costs associated with the testing agency if that construction activity is delayed or canceled.

16.62 Progress. Contractor shall give City full information in advance as to its plans for performing each part of the Work. If at any time during the progress of work, Contractor's actual progress is inadequate to meet the requirements of the Agreement, City may so notify Contractor who shall thereupon take such steps as may be necessary to improve its progress. If within a reasonable period as determined by City, Contractor does not improve performance to meet the currently approved Agreement construction schedule, City may require an increase in Contractor's labor force, the number of shifts, overtime operations, additional days of work per week and an increase in the amount of construction plant; all without additional cost to City. Neither such notice by City nor City's failure to issue such notice shall relieve Contractor of its obligation to achieve the quality of work and rate of progress required by the Agreement.

Failure of Contractor to comply with the reasonable instructions of City may be grounds for determination by City that Contractor is not prosecuting its work with such diligence as will assure completion within times specified. Upon such determination, City may terminate Contractor's right to proceed with the performance of the Agreement, or any separable part thereof, in accordance with the applicable provisions of this Agreement.

16.63 Changes City may, at any time, without invalidating the Agreement and without notice to the Surety(ies), make changes in the Work by issuing Change Orders, as well as Contingency Fund Change Orders addressed elsewhere in the Agreement Documents. City will issue written orders to Contractor for any changes, except that in the event of an emergency which City determines immediately endangers life or property, City may issue oral orders to Contractor for any work required by reason of such emergency. Such orders will be confirmed in writing as soon as practicable. Such orders, whether written or oral, may be accompanied by drawings and data as are necessary to show the extent of such ordered work. Contractor shall commence such changed work so that all dates set forth in Contractor's current construction schedule, as accepted by City, will be met. In the event of an emergency which City determines immediately endangers life or property, Contractor shall immediately commence such changes as required by City in order to mitigate or remove the emergency condition. Failure to commence any such change in timely fashion shall entitle City to invoke the provisions of "Termination for Cause".

Unless otherwise required, Contractor shall, within twenty-one (21) calendar days following receipt of a written Change request from City, submit in writing to City a Agreement Change Proposal for accomplishing such change, which proposal shall reflect the increase or decrease, if any, in cost to City of performing the change under the Agreement in comparison to what the cost would have been, had such change not been offered.

17. Liquidated Damages

17.1 Liquidated Damages will be assessed as stated in the Agreement for each non-compliant day that any requirements listed in this section 17 are not met. The parties have agreed that since they are unable to ascertain the amount of damages which would be suffered by City as a result of Contractor's failure to timely complete all Work required by the date set forth above, the amount of one-tenth (0.01) of one percent (1%) of the Agreement value, inclusive of adjustments, per day, but not less than One Thousand Six Hundred Sixty Five Dollars (\$1,665.00) per day, which amount has been agreed to by the parties, is considered to be City's liquidated damages, and it is not a penalty. It shall be assessed against the Contractor until substantial and final completion, respectively, are achieved.

17.2 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 equipment must be stored in a designated staging area.

17.3 Site Restoration: 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 Agreement, 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.

17.4 Access: As applicable, 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.

17.5 Date of Commencement and Substantial Completion: The Date of Commencement is the date from which the Agreement 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 Agreement 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 Agreement immediately, without providing an opportunity to cure.

17.6 The Contractor shall achieve Substantial Completion not later than one hundred twenty (120) calendar days and Final Completion of the entire Work not later than one March 31, 2023, each commencing with the date set forth in the Notice to Proceed as issued by the City, subject to adjustments of this Agreement Time as provided in the Agreement Documents.

18. Audit.

As the funding for this project comes from FRDAP, Contractor, by entering into this Agreement, the Contractor agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the Contractor is appropriate, the Contractor agrees to comply with any additional instructions provided by the Department to the Contractor regarding such audit. The Contractor further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

19. Indemnification of City.

19.1 The Contractor shall, in addition to any other obligation, indemnify the City and to the fullest extent permitted by law, protect, defend 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 from such property, 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 or its Subcontractors, 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, copyright or trademark rights by Contractor or its Subcontractors in the performance of the work;

(C) liens and claims made by the Contractor or its Subcontractors; and

19.2 Indemnification for Construction Contracts. In the event that the performance of services under the Agreement is deemed to be a “construction Agreement” 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 City, 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 Agreement Documents.

20. Environmental Matters.

20.1 Defined Terms for Purposes of this Section.

Environmental Condition means any set of physical circumstances in, on, under, or affecting the Property that may constitute a threat to or endangerment of health, safety, property, or the environment, including but not limited to:

(A) The presence of any hazardous Substance, except in such quantities and concentrations as are routinely found in nature or in products used in ordinary business or commercial activities;

(B) Any underground storage tanks, as defined in Subtitle I of the Hazardous and Solid Waste Amendments of 1984, 42 U.S.C. 6991 et. seq., or the regulations thereunder, for the storage of hazardous wastes, oil, petroleum products, or their byproducts;

- (C) Any PCB, asbestos or any other substances specifically regulated under the Toxic Substances Control Act, 15 U.S.C. 2601 or regulations issued thereunder; and
- (D) Any open dump or system of refuse disposal for public use without a permit, as prohibited by 42 U.S.C. 6945 and/or Florida law equivalent, or the regulations issued thereunder.

Environmental Laws means the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601 et. seq., the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et. seq.; the Toxic Substances Control Act, 15 U.S.C. 2601 et. seq.; the Clean Water Act, 33 U.S.C. 1251 et seq.; the Clean Air Act, 42 U.S.C. 7401 et. seq.; the Oil Pollution Act, 33 U.S.C. 2701 et. seq., the Hazardous Materials Transportation Act, 49 U.S.C. 1801 et. seq.; the Refuse Act of 1989, 33 U.S.C. 407; the Occupational Safety and Health Act, 29 U.S.C. 651 et. seq., as such laws have been amended or supplemented from time to time, the regulations promulgated under these laws; and any analogous Governmental Requirements.

Environmental Requirements means all present and future Governmental Requirements, including without limitation, the Environmental Laws, authorizations, judgments, decrees, concessions, grants, orders, agreements or other restrictions or requirements relating to any Environmental Conditions or any Hazardous Substances on the Property.

Hazardous Substance means any substances or materials identified to be toxic or hazardous according to any of the Environmental Laws, including without limitation, any asbestos, PCB, radioactive substances, methane, volatile hydrocarbons, acids, pesticides, paints, petroleum based products, lead, cyanide, DDT, printing inks, industrial solvents or any other material or substance that has in the past or could presently or at any time in the future cause or constitute a health, safety or other environmental hazard to any person or property. The term Hazardous Substances includes hazardous wastes, hazardous substances, extremely hazardous substances, hazardous materials, toxic substances, toxic chemicals, oil, petroleum products and their by-products, and pollutants or contaminants as those terms are defined in the Environmental Laws.

Environmental Permit means any Governmental Approval required under any Environmental Law in connection with the ownership, use or operation of the Property for the storage, treatment, generation, transportation, processing, handling, production or disposal of Hazardous Substances, or the sale, transfer or conveyance of the Property, and all supporting documentation thereof.

Environmental Claim means any accusation, allegation, notice of violation, claim, demand, abatement or other order or direction (conditional or otherwise) by any Governmental Authority or any person for personal injury (including without limitation, sickness, disease, or death), tangible or intangible property damage, damage to the environment, nuisance, pollution, contamination or other adverse effects on the environment, or for fines, penalties, or restrictions, resulting from or based upon:

- (A) The existence or release, or continuation of any existence of a release (including without limitation, sudden or non-sudden, accidental or non-accidental leaks or spills) of, or exposure to, any substance, chemical, material, pollutant, contaminant, or audible noise or other release or emission in, into or onto the environment (including without

limitation, the air, ground, water or any surface) at, in, by, from or related to the Property; or

(B) The environmental aspects of the transportation, storage, treatment or disposal of materials in connection with the activities on the Property; or

(C) The violation, or alleged violation, of any Governmental Requirements relating to Environmental Requirements on the Property; but excluding any of violations arising solely from the intentional actions of the City and its agents.

20.2 Corrective Action Work means any and all activities of removal, response, investigation, testing, analysis, remediation taken to:

(A) Prevent, abate or correct an existing or threatened Environmental Condition at, about, affecting, or affected by the Property; or

(B) Comply with all applicable Environmental Requirements.

20.3 Environmental Indemnification. Contractor covenants and agrees, at its sole cost and expense, to defend (with counsel selected by Contractor, after consulting with the City), indemnify and hold harmless the City, its successors, and assigns from and against any and all Environmental Claims, whether meritorious or not, brought against the City by any Governmental Authority resulting from acts of the Contractor:

20.4 This indemnity includes, without limitation, indemnification against: all costs of removal, response, investigation, or remediation of any kind; all costs of disposal of such Hazardous Substances as necessary to comply with Environmental Laws; all costs associated with any Corrective Action Work; all costs associated with claims for damages to persons, property, or natural resources; any loss from diminution in the value of the Property; and the City's Attorneys' Fees, consultants' fees, court costs and expenses incurred in connection with any Environmental Claims brought against the City.

(A) Contractor's indemnification of City is only for Environmental Claims which arise out of or are caused by actions or events occurring after the Effective Date of the Property Agreement.

(B) This indemnification is to be interpreted as broadly as possible and is in addition to all other rights of the City under this Agreement.

(C) Payments by Contractor under the Environmental Indemnification will not reduce Contractor's obligations and liabilities under any other provision of this Agreement.

(D) Neither the Contractor nor the general contractor, nor any other contractor in privity with Contractor, has a duty to indemnify the City in connection with any Environmental Claims that are due to the negligent conduct of the City or its agents.

(E) Compliance. Contractor agrees to comply with all existing and future federal, state, county, and municipal environmental laws, administrative code provisions, ordinances, rules and regulations, and the requirements of any development order covering the Property issued pursuant to Chapter 380, Florida Statutes, all as may be amended.

21. Insurance Requirements. The Contractor shall not commence Work under the Agreement until Contractor has obtained all insurance required under this Article. The Contractor shall not allow any employee of Contractor or any Subcontractor to commence Work until all Coverages required 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.

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 providing 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 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 SHALL NOT PERFORM OR CONTINUE WORK PURSUANT TO THE CONTRACT, 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 CONTRACT 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.

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.

SPECIAL PROVISIONS AS TO GENERAL LIABILITY INSURANCE:
(to be confirmed on or attached to the Official Certificate of Insurance)

- “The City of Dania Beach, Florida” is to be added as a named “Additional Insured”;

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 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 Employers’ Liability Part B with limits of \$100,000.00 each accident, \$100,000.00 each employee and \$500,000.00 policy limit for disease.

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.

22. Assignment of Agreement. The Contractor acknowledges, understands and agrees that its performance under this Agreement is or may be contingent upon the City receiving timely services from other Contractors (the “Supporting Contractors”). The Contractor agrees to use its best efforts to coordinate its services with the services of the Supporting Contractors and further agrees that in the event the rendition of any services of any of the Supporting Contractors is delayed, such delay will not entitle the Contractor to any additional compensation or payment of any kind. Furthermore, the Contractor shall not be entitled to an increase in compensation, or be entitled to payment of any kind from the City, for damages or expenses

incurred which are direct, indirect or consequential or other costs and lost profits of any kind including, but not limited to, costs of acceleration, inefficiency or extended overhead, arising because of any other delay, disruption, interruption, interference or hindrance from any cause whatsoever, whether such delay, disruption or interference be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable; provided, however, that this provision shall not preclude recovery of damages by the Contractor for hindrances or delays caused solely by fraud, bad faith or active malicious interference on the part of the City. The Contractor shall only be entitled to extensions of time for performance as the exclusive and sole remedy for delay. In recognition of the fact that Contractor is not entitled to costs of acceleration arising out of the delays caused by Supporting Contractors, Contractor shall not be required to accelerate its services where delays have resulted from Supporting Contractors, unless the City agrees to compensate Contractor for such accelerated efforts.

23. Public Records Law. Contractor shall maintain books, records, documents and other evidence directly pertinent to performance of work under this Agreement in accordance with generally accepted accounting principles and practices. The Contractor shall also maintain the financial information and data used by the Contractor in the preparation of support of any claim for reimbursement for any out-of-pocket expense or cost. The City shall have access to such books, records, documents and other evidence for inspection, audit and copying during normal business hours. The Contractor will provide proper facilities for such access and inspection. Audits conducted under this section shall observe generally accepted auditing standards and established procedures and guidelines of the City. The Florida Public Records Act, Chapter 119 of the Florida Statutes, may have application to records or documents pertaining to this Agreement and Contractor acknowledges that such laws have possible application and agrees to comply with all such laws.

Upon request from the City custodian of public records, Contractor 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.

24. Retention Of Records And Right To Access

24.1 The Contractor shall preserve and make available all financial records, supporting documents, statistical records, and any other documents pertinent to the agreement for a period of **five (5) 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 **five (5) years**, the records shall be retained by the City until resolution of audit finding.

The Contractor shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5) years** from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The Contractor shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor

General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

24.2 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 this Agreement are and shall remain the property of the City.

24.3 Upon completion of Work under this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Contractor shall be delivered by the Contractor to the City Manager, at no cost to the City, within seven (7) days. All such records stored electronically by Contractor 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 this Agreement, the Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

24.4 Any compensation due to Contractor shall be withheld until all records are received as provided in this Agreement.

24.5 Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the City.

25. Section 119.0701(2)(a), Florida Statutes

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.

Custodian of Records:	THOMAS SCHNEIDER, CMC CITY CLERK
Mailing Address:	100 W. Dania Beach Boulevard Dania Beach, Florida 33004
Telephone number:	954-924-9800, Ext. 3624
Email:	tschneider@daniabeachfl.gov

26. No Waiver. Failure of the City to insist upon strict performance of any provision or condition of this Agreement, or to enforce any right contained in it, shall not be construed as a waiver or relinquishment for the future of any such provision, condition or right, but the same shall remain in full force and effect.

27. Declaration of Default. The failure of the Contractor a) to supply enough properly skilled workers or materials, or b) its failure to make prompt payments to subcontractors, or for materials or labor, or c) to obey laws, ordinances, rules, regulations or orders of public

agencies having jurisdiction, or d) to comply in any way with the Agreement Documents, shall be sufficient grounds for the City to find the Contractor in material default, and that sufficient cause exists to terminate the Agreement for cause, and to withhold payment or any part thereof until the cause or causes giving rise to the default has/have been eliminated by the Contractor and approved by the City. If a finding of default is made by the City, the Contractor and its Surety shall remain responsible for performance of the requirements of the Agreement Documents unless and until the City terminates the Agreement. Upon a finding of default, the City shall set a reasonable time, but in no event in excess of seven (7) calendar days after written notice from City detailing the default, within which the Contractor and its Surety shall eliminate the cause or causes of default. When the basis for finding of default no longer exists, the City shall notify the Contractor and its Surety, in writing, that the default has been corrected, and that the Contractor is no longer in default. If the Contractor fails to correct the default within the time allowed, the City, without further notice to Contractor or its Surety, may immediately terminate the Agreement and the employment of the Contractor, without otherwise waiving its rights against the Contractor or its Surety. To the extent that the time limits herein conflict with those set forth in the Performance Bond, the time limits in this section shall take precedence.

28. Termination Or Suspension Of Agreement

28.1 Termination By The Contractor:

A. The Contractor may terminate the Agreement if the Work is stopped for a period of thirty (30) days through no act or fault of the Contractor, Subcontractor, Sub-subcontractor, their agents or employees, or any other persons performing portions of the Work under the Agreement with the Contractor, for any of the following reasons:

1. issuance of an order of a court or other public authority having jurisdiction, and
2. an act of government, such as a declaration of national emergency, making material unavailable.

B. If one of the above reasons exists, the Contractor may, upon five (5) additional days' written notice to the City, terminate the Agreement and recover from the City payment for Work performed.

28.2 Termination By The City For Cause:

(A) The City may terminate the Agreement if the Contractor:

- (1) persistently or repeatedly refuses or fails to supply enough properly skilled workers, proper equipment, materials, or fails to adhere to the schedule established as adjusted from time to time pursuant to the terms of the Agreement;
- (2) fails to comply with laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction, including City;

(3) commits any act or omission that evidences a lack of integrity or honesty or which reflects negatively on the City, including but not limited to the company of its owners, officers and agents being charged with any act of moral turpitude or any environmental violation;

(4) fails to obtain or maintain all insurance Coverage required by the Agreement Documents; or

(5) otherwise, is guilty of substantial breach of a provision of the Agreement or Agreement Documents; or

(6) Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act (requirement of the FRDAP grant); or

(7) One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Contractor (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement: i. Entry of an order for relief under Title 11 of the United States Code; ii. The making by Contractor of a general assignment for the benefit of creditors; iii. The appointment of a general receiver or trustee in bankruptcy of Contractor's business or property; and/or iv. An action by Contractor under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation; or

(8) If Contractor or its Surety(ies) do(es) not cure such failure within seven (7) calendar days from receipt of notification, or sooner if consideration of safety to persons is involved, or if Contractor or its Surety(ies) fails to provide satisfactory evidence that such default will be corrected, City may, without further notice to Contractor, terminate in whole or in part Contractor's right to proceed with work by written notice and prosecute the Work to completion by Agreement or by any other method deemed expedient. City may take possession of and utilize any materials, plant, tools, equipment, and property of any kind furnished by Contractor and necessary to complete the Work.

(9) Contractor, and its sureties, shall be liable, jointly and severally, to City for all costs in excess of the Agreement price for such terminated work reasonably and necessarily incurred in the completion of the Work, as adjusted by Change Orders, if any, including cost of administration of any Agreement awarded to others for completion, plus Liquidated Damages.

(10) The commitment of any material breach of this Agreement by Contractor, including

failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement; or

(11) Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Contractor by a state or other licensing authority; or

(12) Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement; or

(13) Failure to maintain the insurance required by this Agreement.

28.3 Upon termination for default, Contractor shall:

(a) immediately discontinue work on the date and to the extent specified in the notice and place no further purchase orders or subcontracts to the extent that they relate to the performance of work terminated;

(b) inventory, maintain and turn over to City all materials, plant, tools, equipment, and property furnished by Contractor or provided by City for performance of work;

(c) promptly obtain cancellation upon terms satisfactory to City of all purchase orders, subcontracts, rentals, or any other agreements existing for performance of the terminated work or assign those agreements to City as directed;

(d) cooperate with City in the transfer of information and disposition of work in progress so as to mitigate damages;

(e) comply with other reasonable requests from City regarding the terminated work; and

(f) continue to perform in accordance with all of the terms and conditions of the Agreement such portion of work that is not terminated.

(g) When the City terminates the Agreement, the Contractor shall not be entitled to receive any further payment until the Work is completed and approved by the Engineer of Record.

(h) All damages, costs and charges incurred by City shall be deducted from any monies due or which may become due to Contractor. In case the damages and expenses so incurred by City shall exceed the unpaid balance, then Contractor shall be liable and shall pay to City the amount of such excess.

If, after Notice of Termination or Suspension of Contractor's right to proceed, it is determined for any reason that Contractor was not in default, the rights and obligations of City and Contractor shall be the same as if the Notice of Termination had not been issued, pursuant to the Termination for Convenience clause as set forth below.

28.4 Termination By The City For Convenience:

The Agreement may be terminated for convenience by City upon fifteen (15) days' advance written notice to Contractor and the Contractor's surety, if any (delivered by certified mail, return receipt requested) of intent to terminate and the date on which such termination becomes effective. In such case, the Contractor shall be paid for all acceptable work performed prior to termination and shall not be entitled to any other costs, fees or payments. City may, at its option and convenience, terminate the Agreement, in whole or in part, at any time by written notice thereof to Contractor, whether or not Contractor is in default. Upon any such termination, Contractor hereby waives any claims for damages from the termination, including, without limiting the generality thereof, loss of anticipated profits on Work not performed on account thereof, home office overhead, lost bonding capacity, and consequential damages. As the sole right and remedy of Contractor, City shall pay Contractor in accordance with Subparagraphs below; provided, however, that those provisions of the Agreement, which by their very nature survive final acceptance under the Agreement, shall remain in full force and effect after such termination

- (a) Upon receipt of any such notice, Contractor and its Surety shall, unless the notice requires otherwise;
- (b) Immediately discontinue work on the date and to the extent specified in the notice.
- (c) Place no further orders or subcontracts for materials, services, or facilities, other than as may be necessary or required for completion of such portion of work under the Agreement that is not terminated;
- (d) Promptly make every reasonable effort to obtain cancellation upon terms satisfactory to City of all orders and subcontracts to the extent they relate to the performance of work terminated;
- (e) If requested by the City in writing, assign to the City, all right, title and interest of the Contractor under the subcontracts terminated. Such Assignment shall not include assumption of Contractor's obligations or liabilities under any subcontract. The City shall have the right (but not the obligation) to assume the Contractor's obligations under any subcontracts assigned. Neither this paragraph or any assignment of subcontracts, shall constitute the City's assumption of Contractor's or other obligations under any such subcontract absent a written document executed by the City and the subcontractor in which the City expressly acknowledges an assumption of Contractor's obligations, and then only to the extent specified. In no event will the City assume any obligation of the Contractor under the subcontracts that arise out of or relate to Contractor's default prior to such assignment;
- (f) The Contractor shall include in all subcontracts, equipment leases and purchase orders, a provision requiring the subcontractor, equipment lessor, or supplier, to consent to the assignment of their subcontract or purchase order to the City;
- (g) Assist City, as specifically requested in writing, in the maintenance, protection and disposition of property acquired by City under the Agreement; and,

- (h) Complete performance of any work that is not terminated.
- (i) Upon any such termination, City will pay to Contractor an amount determined in accordance with the following (without duplication of any item):
 - (j) All amounts due and not previously paid to Contractor for work completed in accordance with the Agreement prior to such notice, and for work thereafter completed as specified in such notice.
 - (k) The reasonable cost of settling and paying claims arising out of the termination of work under subcontracts or orders.
 - (l) The verifiable costs incurred prior to notice of termination.
 - (m) Any other reasonable costs which can be verified to be incidental to such termination of Work, including demobilization costs.
 - (n) In the case of such termination for City's convenience, Contractor shall be entitled to receive payment for Work actually executed, and verifiable costs incurred by reason of such termination, along with an amount not to exceed ten (10) percent for profit and overhead on such verifiable costs incurred.
 - (o) The City's Termination for Convenience shall be without waiver or prejudice to, all of the City's claims, rights and remedies arising out of or related to any default, breach of Agreement, damages or other claims the City may have against Contractor, or Contractor's subcontractors, material suppliers of any tier, or any other person or entity at the time of termination or arising thereafter.
 - (p) Contractor hereby acknowledges acceptance of the risk and cost of the foregoing and acknowledges and agrees to the foregoing limitation on Contractor's claims or damages arising out of, or relating to, a termination for convenience by the City.
 - (q) Contractor shall submit within 30 calendar days after receipt of notice of Termination, for Convenience, a written proposal for payment, including all incurred costs and other entitlements described herein. City shall review, analyze, and verify such proposal, and negotiate an equitable adjustment, and the Agreement shall be amended in writing accordingly.

29. Suspension By The City For Cause

The City may order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as deemed necessary by the City, if the Contractor fails to maintain all insurance Coverage required by the Agreement Documents. Any delay in the Work caused by a lapse in Coverage shall be deemed non-excusable, shall not be grounds for a time extension, and shall be subject to any other applicable provisions in the Agreement and Agreement Documents concerning Contractor delay.

30. Suspension By The City For Convenience

- (A) The City may, without cause, order the Contractor in writing to suspend, delay or

interrupt the Work in whole or in part, for such period of time as the City may determine, and the Contractor shall be entitled to an appropriate time extension, provided the suspension delays the critical path of the Work.

(B) If such suspension exceeds thirty (30) consecutive days, Contractor may also be entitled to an adjustment in the Agreement Sum for increases in the cost of performance of the Agreement resulting directly from the suspension, delay, or interruption, including reasonable profit on such increased cost; provided however, that no adjustment will be made to the extent:

- (1) that performance is, was, or would have been so suspended delayed, or interrupted by another cause for which Contractor is responsible;
- (2) that Contractor fails to adequately document the cost increase;
- (3) that the Contractor would have incurred the cost increase regardless of the suspension, delay, or interruption, or
- (4) that an equitable adjustment is made or denied under another provision of the Agreement or Agreement Documents.

31. Receipt Of Notice Of Termination Or Suspension

Upon receipt of Notice of Termination or suspension, Contractor shall deliver or otherwise make available to City all data, drawings, specifications, reports, estimates, summaries and such other information as may have been required by the Agreement or Agreement Documents, whether completed or in process. Upon receipt of any such written notice, Contractor shall, unless the notice requires otherwise:

- (a) immediately discontinue work on the date and to the extent specified in the notice;
- (b) place no further orders or subcontracts for material, services, or facilities with respect to suspended work other than to the extent required in the notice;
- (c) promptly make every reasonable effort to obtain suspension, upon terms satisfactory to City, of all orders, subcontracts and rental agreements to the extent they relate to performance of work suspended;
- (d) continue to protect and maintain the Work including those portions on which work has been suspended, and
- (e) take any other reasonable steps to minimize costs associated with such suspension.

In addition to all amounts that would otherwise be due for Work performed prior to the suspension, as compensation for such suspension, Contractor will be reimbursed for the following verifiable costs (without profit) and without duplication of any item, to the extent

that such costs directly result from such suspension of work:

- (a) standby charge to be paid to Contractor during the period of suspension of work which standby charge shall be sufficient to compensate Contractor for keeping, to the extent required in the notice, its organization and equipment committed to the Work in a standby status;
- (b) All reasonable costs associated with mobilization and demobilization of Contractor's plant, forces and equipment; and
- (c) An equitable amount to reimburse Contractor for the cost of maintaining and protecting that portion of the Work upon which work has been suspended.

32. Ownership of Documents. All correspondence, studies, data, analyses, documents, instruments, applications, memorandums and the like, including drawings and specifications prepared or furnished by Contractor (and any Subcontractor) pursuant to this Agreement shall become owned by and be the property of the City and the City shall consequently obtain ownership of them by any statutory law or common law and other reserved rights, including copyright; however, such documents are not intended or represented by Contractor to be suitable for reuse by City on extensions of the work or on any other work or project. Any such reuse, modification or adaptation of such document without written verification or permission by Contractor for the specific purpose intended will be at City's sole risk and without liability or legal exposure to Contractor or to any Subcontractors. If City alters any such documents, City will expressly acknowledge same so that no third party will be in doubt as to the creation or origination of any such document.

33. Force Majeure. Under any and all provisions of this Agreement, neither the City nor Contractor, as the case may be, will be considered in breach of or in default of any of their respective non-monetary and monetary obligations under the Agreement as a result of an unavoidable delay due to strikes, lockouts, acts of God, inability to obtain labor or materials, riot, war, hurricane, tornado, weather related events or conditions, pandemics, epidemics, shutdowns due to government restrictions, utility company delays, or other similar causes beyond the commercially reasonable control of a party (in each case, an event of "Force Majeure"). Upon the occurrence of a Force Majeure, the applicable time-period will be extended for each day of the period of the Force Majeure event.

34. Remedies Cumulative. Waiver. The rights and remedies of the parties to this Agreement, whether provided by law or by this Agreement, are intended to be cumulative and concurrent. The exercise by either party of any one or more of its remedies will not preclude the exercise by a party, at the same or different times, of any other remedies for the same default or breach, or of any of its remedies for any other default or breach by the other party. The waiver by a party of any default or Event of Default under this Agreement will not extend to or affect any other existing or subsequent Event of Default, or impair any rights, powers, or remedies of a party in connection with any other default or Event of Default. A party's delay or omission in exercising any right, power or remedy will not be construed as a waiver of any default or Event of Default or constitute acquiescence to the default.

35. Notices. Except as provided above, whenever either party desires to give notice to the other, it must be given by written notice, sent by certified U.S. mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective persons and places for giving of notice:

City: Ana M. Garcia, ICMA-CM, City Manager
City of Dania Beach, Florida
100 West Dania Beach Boulevard
Dania Beach, Florida 33004

With a copy to: Eve A. Boutsis City Attorney
City of Dania Beach
100 West Dania Beach Boulevard
Dania Beach, Florida 33004

Contractor: Barbara M. Canseco
Canseco Electrical Contractors, Inc,
8567 Coral Way #395
Miami, Florida 33155

36. Governing Law. The parties agree that this Agreement shall be construed in accordance with and governed by the laws of the State of Florida.

37. Bankruptcy. It is agreed upon that if the Contractor is adjudged bankrupt, either voluntarily or involuntarily, then this Agreement shall terminate effective upon the date and at the time the bankruptcy petition is filed. Upon such filing of Bankruptcy, Contractor will automatically be in default of this Agreement and the provisions of Article 9 will be enforced at City's discretion.

38. Dispute Resolution

38.1 Claims And Disputes

A. The responsibility to substantiate a Claim shall rest with the party making the Claim. All Claims must be made in writing and addressed to the City and the Contractor.

C. Process for Resolving a Claim. The Contractor shall review the Claim and make a recommendation to the City. The City shall render a final decision regarding the Claim. A decision by the City shall be required as a condition precedent to litigation of a Claim between the Contractor and City as to all such matters arising prior to the date final payment is due, regardless of: 1) whether such matters relate to execution and progress of the Work; or 2) the extent to which the Work has been completed.

C. Time Limits on Claims. Claims by the Contractor must be made within thirty (30)

days after occurrence of the event giving rise to such Claim or within thirty (30) days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Claims by the Contractor or its respective subcontractors must be made by written notice to the City. An additional Claim made after the initial Claim has been implemented by Change Order will not be considered unless submitted in a timely manner.

D. Continuing Agreement Performance. Pending final resolution of a Claim, unless otherwise agreed in writing, the Contractor shall proceed diligently with performance of the Agreement and the City shall continue to make payments in accordance with the Agreement Documents.

E. Claims for Concealed or Unknown Conditions. If conditions are encountered at the Project site which are: 1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Agreement Documents; or 2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist in the locale of the Project site and generally not recognized as inherent in construction activities of the character provided for in the Agreement Documents, then notice by the observing party shall be given to the other party promptly before conditions are disturbed and in no event later than twenty-one (21) days after first observance of the conditions. The Contractor shall promptly investigate such conditions and, if they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, Contractor shall recommend to the Contractor, with the City's approval, an equitable adjustment in the Agreement Sum, Agreement Time, or both. If the Contractor determines that the conditions at the Project site are not materially different from those indicated in the Agreement Documents and that no change in the terms of the Agreement is justified, the Contractor shall so notify the City and Contractor in writing, stating the reasons. Claims by either party in opposition to such determination must be made within twenty-one (21) days after the Contractor has given notice of the decision. If the Contractor and Contractor cannot agree on an adjustment in the Agreement Sum or Agreement Time, the adjustment shall be referred to the City for final determination.

F. Claims for Additional Cost. If the Contractor wishes to make Claim for an increase in the Agreement Sum, written notice as provided in these Conditions shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Paragraph 10.3. If the Contractor believes additional cost is involved for reasons including but not limited to: 1) a written interpretation from the Contractor; 2) an order by the City to stop the Work where the Contractor was not at fault; 3) a written order for a minor change in the Work issued by the Contractor; 4) failure of payment by the City; 5) termination of the Agreement by the City; or 6) City's suspension of Work, then the Claim shall be filed in accordance with the procedure established in this Agreement.

G. Claims for Additional Time.

1. If the Contractor wishes to make Claim for an increase in the Agreement Time, written notice as provided in these Conditions shall be given. The Contractor's Claim shall include an estimate of cost and a probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

2. If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time and could not have been reasonably anticipated, and that weather conditions had an adverse effect on the scheduled construction.

H. Injury or Damage to Person or Property. If either party to the Agreement suffers injury or damage to person or property because of an act or omission of the other party, or any of the other party's employees or agents, or of others for whose acts such party is legally liable, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding twenty-one (21) days after first observance of the injury or damage. The notice shall provide sufficient detail to enable the other party to investigate the matter.

38.2 Resolution Of Claims And Disputes

A. The Contractor shall review Claims and take one or more of the following preliminary actions within ten days of receipt of a Claim: 1) request additional supporting data from the claimant; 2) submit a schedule to the parties indicating when the Contractor expects to take action; or 3) suggest a compromise. The Contractor may, at the City's direction, notify the surety, if any, of the nature and amount of the Claim. The Contractor shall notify the City or the Claimant. The City shall make the final determination of whether to pay or dispute the Contractor's Claim.

B. If a Claim has been resolved, the Contractor shall prepare or obtain appropriate documentation.

C. If a Claim has not been resolved, the party making the Claim shall, within ten days (10) after the Contractor's preliminary response, take one or more of the following actions: 1) submit additional supporting data requested by the Contractor; 2) modify the initial Claim; or 3) notify the Contractor that the initial Claim remains valid.

D. The Contractor shall notify the parties in writing of the City's decision within seven days of receipt of: 1) additional supporting data; 2) a request to modify the initial Claim; or 3) that the initial Claim stands and the City's decision shall be final and binding on the parties but subject to review by a court of competent jurisdiction. The Contractor shall prepare or obtain appropriate documentation regarding the Claim. If there is a surety and there appears to be a possibility of a Contractor's default, the Contractor may, at the City's direction, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

38.3 All claims, counterclaims, disputes and other matters in question between City and Contractor arising out of, relating to or pertaining to this Agreement, the breach of it, the services of it, or the standard of performance required in it, shall 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.

39. Venue; Fees.

39.1 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. To be clear, should mediation fail, all claims, counterclaims, disputes and other matters in question between City and Contractor arising out of, relating to or pertaining to this Agreement, or the breach of it, or the services of it, or the standard of performance required in it, shall be addressed by resort to non-binding mediation as authorized under the laws and rules of Florida. **IN ANY LITIGATION, THE PARTIES AGREE TO EACH WAIVE ANY TRIAL BY JURY OF ANY AND ALL ISSUES. THE PARTIES UNDERSTAND AND AGREE THAT THIS WAIVER IS A MATERIAL AGREEMENT TERM.**

39.2 Operations During Dispute. In the event that a dispute arises between the City and the Contractor relating to this Agreement, or its performance or compensation, the Contractor agrees to continue to render services in full compliance with all terms and conditions of this Agreement as required by the City.

40. Legal Representation. It is acknowledged that each party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement.

41. Prevailing Party's Attorneys' Fees. If either party institutes legal proceedings in connection with the Agreement, the prevailing party will be entitled to recover its costs of suit, including without limitation, its Attorneys' Fees.

42. Headings. Headings in this document are for convenience of reference only and are not to be considered in any interpretation of this Agreement.

43. Exhibits. Each exhibit referred to in this Agreement forms an essential part of this Agreement and each such exhibit is incorporated by this reference.

44. Severability. If any provision of this Agreement or the application of it to any person or situation shall to any extent be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected, shall continue in full force and effect, and shall be enforced to the fullest extent permitted by law.

45. All Prior Agreements Superseded. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the

matters contained in this Agreement and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms of this Agreement shall be predicated upon any prior representations or agreements, whether oral or written.

46. Independent Contractors. Contractor, any Subcontractors and their respective employees and agents shall be and remain independent Contractors and not employees of City with respect to all of the acts and services performed under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties to this Agreement. All agents, employees and Subcontractors of the Contractor retained to perform services pursuant to this Agreement shall comply with all laws of the United States concerning work eligibility.

47. The Contractor understands and agrees that the City, during any fiscal year, is not authorized to expend money, incur any liability, or enter into any Agreement which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year and that any Agreement, verbal or written, made in violation of this subsection is null and void and that consequently, no money may be paid on such Agreement beyond such limits. Nothing contained in this Agreement shall prevent the making of contracts for periods exceeding one (1) year, but any Agreement so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Contractor shall not proceed with services under this Agreement without City's written verification that the funds necessary for Contractor compensation and other necessary expenditures are budgeted as available within the appropriate fiscal year budget.

48. Contractor warrants and represents that no elected official, officer, agent or employee of the City has a financial interest, directly or indirectly, in this Agreement or the compensation to be paid under it and, further, that no City employee who acts in the City of Dania Beach as a "purchasing agent" as defined in Chapter 112, Florida Statutes, nor any elected or appointed officer of the City of Dania Beach, nor any spouse or child of such purchasing agent, employee or elected or appointed officer, is a partner, officer, director or proprietor of the Contractor and, further, that no such City employee, purchasing agent, City elected or appointed officer, or the spouse or child of any of them, alone or in combination, has a material interest in the Contractor. Material interest means direct or indirect ownership of more than five percent (5%) of the total assets or capital stock of the Contractor.

49. Contractor shall comply with all federal, state and City laws applicable to the Contractor services and specifically those covering Equal Opportunity Employment, the Americans with Disabilities Act ("ADA") eligibility to perform services as specified in the Florida Public Entity Crime law and the Florida Building Code. The Contractor is expected to fully comply with all provisions of all laws and the City reserves the right to verify the Contractor's compliance with them. Failure to comply with any laws will be grounds for termination of the Agreement for cause.

50. In the event of any conflict between any provisions of this Agreement and any provision in any attached Exhibit, the parties agree that the provisions of this Agreement are controlling (including, but not limited to, all terms and provisions governing compensation). Further, any prior Agreement related to the services is rescinded and replaced by this Agreement.

51. Contractor agrees to perform its obligations under this Agreement in accordance with the degree of skill and care exercised by multimedia Contractors performing similar services under similar conditions. Contractor makes no other representations and no warranties, whether express or implied, with respect to the quality of its performance under this Agreement.

52. Sovereign Immunity. Contractor acknowledges that the Florida Doctrine on Sovereign Immunity bars all claims by Contractor against the City other than claims arising out of this Agreement. Specifically, the Contractor acknowledges that it cannot and will not assert any claims against the City, unless the claim is based upon a breach by the City of this Agreement. Further, the Contractor recognizes the City is a sovereign with regulatory authority that it exercises for the health, safety, and welfare of the public. This Agreement in no way estops or affects the City's exercise of that regulatory authority. In addition, the City retains the full extent of its sovereign immunity in relation to the exercise of its regulatory authority. The Contractor acknowledges that it has no right and will not make claim based upon any of the following:

- A. Claims based upon any alleged breach by the City of implied warranties for representations not specifically set forth in this Agreement, as the parties stipulate that there are no such implied warranties or representations of the Contractor. All obligations of the parties are only as set forth in this Agreement;
- B. Claims based upon negligence or any tort arising out of this Agreement;
- C. Claims upon alleged acts or inaction by the City, its commissioners, attorneys, administrators, Contractors, agents, or any Contractor employee;
- D. Claims based upon an alleged waiver of any of the terms of this Agreement unless such waiver is in writing and signed by an authorized representative for the City and Contractor.

53. Financial records. The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. Contractor shall maintain adequate records to justify all charges and costs incurred in performing the services for at least three (3) years after completion of this Agreement. Contractor agrees that the City, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, or records relating to this Agreement during normal business hours. All such materials shall be maintained by Contractor at a location in Broward County, Florida; provided that if any such material is located outside Broward County, then, at the City's option the City shall pay Contractor for travel, per diem, and other costs incurred by Contractor to examine, audit, excerpt, copy or transcribe such material at such other location. The City shall make a reasonable effort to maintain the confidentiality of such audit report(s).

54. 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.

55. Verification of Employment Eligibility. Contractor represents that Contractor and each Subcontractor 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 Contractor violates this section, Municipality may immediately terminate this Agreement for cause and Contractor shall be liable for all costs incurred by Municipality due to the termination.

56. Successors And Assigns. The City and the Contractor each binds itself, its officers, directors, qualifying agents, partners, successors, assigns and legal representatives to the other party hereto and to the partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in the Agreement. Contractor shall not assign, transfer, convey or otherwise hypothecate the Agreement or its right, title or interest in or to the same or any part thereof, or allow legal action to be brought in its name for the benefit of others, without previous written consent of the City, and concurred with by the Contractor's Surety. Contractor acknowledges that the City has entered into this Agreement with Contractor after a comprehensive competitive award process, and evaluation of Contractor's particular qualifications and skills to perform the Work. Therefore, Contractor agrees that the City may withhold the consent to assignment referred to herein for any reason the City deems appropriate, in its sole and exclusive discretion.

57. Time is of the Essence. Time is of the essence in the performance of all obligations of each party under this Agreement.

58. No Partnership or Joint Venture. It is mutually understood and agreed that nothing contained in this Agreement is intended or is to be construed in any manner or under any circumstances whatsoever as creating or establishing the relationship of co-partners or creating or establishing the relationship of a joint venture between the City and Contractor, or as constituting Contractor as the agent or representative of the City for any purpose or in any manner whatsoever.

59. Recording; Documentary Stamps. A memorandum of this Agreement, in the form attached as Exhibit H, will be recorded by the City in the Public Records of Broward County, Florida. The cost of recording, and the cost of any required documentary stamps, will be paid in full by

the City. The parties will cooperate in structuring the transactions contemplated by this

Agreement to reduce such costs, provided the structure does not have any adverse consequence for the City.

60. Governing Law. This Agreement will be governed by the laws of the State of Florida. This Agreement is subject to and must comply with the Charter and City Code of the City of Dania Beach, as they exist on the date of execution of the Agreement. Any conflicts between this

Agreement and the Charter and City Code will be resolved in favor of the City's Charter. Venue for any disputes arising out of this Agreement and for any actions involving the enforcement or interpretation of this Agreement will be in the State courts of the 17th Judicial Circuit of Broward County, Florida.

61. Third Party Beneficiaries. Neither Contractor nor City intend to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement.

62. Negotiated Agreement. Both parties have substantially contributed to the drafting and negotiation of this Agreement and this Agreement shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other. The parties hereto acknowledge that they have thoroughly read this Agreement, including all exhibits and attachments hereto, and have sought and received whatever competent advice and counsel was necessary for them to form a full and complete understanding of all rights and obligations herein.

63. Incorporation by Reference. The truth and accuracy of each "Recital" clause set forth above is acknowledged by the parties. The attached Exhibits to this Agreement are incorporated into and made a part of this Agreement and all exhibits subsequently attached to this Agreement pursuant to the terms hereof shall be deemed incorporated into and made a part of this Agreement.

64. Conflicts of Interest: City Representatives not Individually Liable. No elected official, representative, or employee of the City has any personal interest, direct or indirect, in this Agreement. No elected official, representative or employee will participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership or association in which he or she has an interest, directly or indirectly. No elected official, representative or employee of the City will be personally liable to Contractor or any successor in interest for any amount which may become due to Contractor, for any obligations of City under the Agreement, or in the event of any default or breach by the City.

65. Section. Section headings are for convenience only and do not affect the interpretation of this Agreement.

66. Counterparts. This Agreement may be signed in counterparts, each one of which is considered an original, but all of which constitute one and the same instrument. This Agreement is effective only after execution and delivery by the parties.

67. Entire Agreement. This Agreement (including the Exhibits) constitutes the sole agreement of the parties with respect to its subject matter. It supersedes any prior written or oral agreements or communications between the parties.

68. Amendments. No amendment to this Agreement is binding on either party unless in writing and signed by both parties. The City is not obligated to spend any money or undertake any obligation in connection with an amendment proposed by Contractor. If Contractor requests an amendment to the Agreement or any other action by City, Contractor must reimburse City for all third-party costs incurred by City (including but not limited to costs of third-party consultants and attorneys). Before the City takes action regarding any request, Contractor must deposit with the City the estimated amount of third-party costs, as reasonably determined by the City.

69. Holidays. The parties agree that whenever a notice or performance due under the Agreement falls on a Saturday, Sunday or on a legal holiday recognized by the City, the notice or performance will be postponed to the next following business day.

70. Other governmental entities may elect to purchase the goods and services specified in this Agreement, which shall be made available upon the same terms and conditions as those specified in this Agreement.

71. Survival. A termination of the Agreement will not release Contractor from its obligation to indemnify City for any acts which occurred prior to the termination of the Agreement, unless otherwise agreed upon by City and Contractor or by judicial decree. Upon termination or expiration of this Agreement, the Contractor shall remain liable for all obligations and liabilities that have accrued prior to the date of termination or expiration, unless relieved of such obligation or liability by action of a court or rule of law.

SIGNATURES ON THE FOLLOWING PAGES

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

EVE A. BOUTSIS
CITY ATTORNEY

ANA M. GARCIA, ICMA-CM
CITY MANAGER

CONTRACTOR:
Canseco Electrical Contractors, Inc., a
Florida Corporation

WITNESSES:

SIGNATURE

PRINT Name

SIGNATURE

PRINT Name

SIGNATURE

Barbara M. Canseco
PRINT Name

President
Title

Date: _____

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, on _____, 2022 by Barbara M, Canseco as President of Canseco Electrical Contractors, Inc., a Florida corporation. 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



DIRECTIONAL BORING AND ELECTRICAL UTILITY INSTALLATION

CITY INVITATION TO BID (“ITB.”) NO. 22-030

Prepared by:

City of Dania Beach, Florida
100 W. Dania Beach Boulevard
Dania Beach, Florida 33004

AUGUST 26, 2022

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CITY OF DANIA BEACH, FLORIDA

**INVITATION TO BID FOR
“DIRECTIONAL BORING AND ELECTRICAL UTILITY INSTALLATION”
ITB 22-030**

NOTICE TO BIDDERS

NOTICE IS GIVEN that the City of Dania Beach, Florida (the “City” or “Owner”) will be accepting sealed Bids for its **“DIRECTIONAL BORING AND ELECTRICAL UTILITY INSTALLATION, ITB 22-030”**.

Bids will be accepted on DemandStar until September 26, 2022, 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 VIRTUALLY on September 6, 2022 at 10:00AM. 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. Interested Bidders may join the

meeting with this link:

<https://us02web.zoom.us/j/87140482266?pwd=RURQM3NhNnVqeUdhYk0yZ1M4a1NKUT09>

BID DOCUMENTS

Bids must be submitted electronically on DemandStar, the City's designated electronic bidding system. All bid document files must be clearly labeled **"DIRECTIONAL BORING AND ELECTRICAL UTILITY INSTALLATION, ITB 22-030"**.

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 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.

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 immediately after the submission deadline 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: August 30, 2022

**“DIRECTIONAL BORING AND ELECTRICAL
UTILITY INSTALLATION”
ITB 22-030**

**SITE PLANS, DRAWINGS AND TECHNICAL SPECIFICATIONS ARE
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 “**DIRECTIONAL BORING AND ELECTRICAL UTILITY INSTALLATION, ITB 22-030**”. The Project consists of the installation of electrical services, including but not limited to service panels, conduits, wiring and receptables in road medians at specified locations within the City.

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 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) to procurement@daniabeachfl.gov by 5:00 P.M. on September 21, 2022. Questions received after this time will not be addressed.

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. 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 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. The successful Bidder shall ensure that the area in which the sidewalks are being replaced that pedestrians, and the general public are not injured nor have access to the area (safety screening) in which work is proceeding.

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: The City is exempt from any taxes related to the requested services, which may otherwise be imposed by the state or federal government. This exemption does not transmit to suppliers in their purchases of goods or services, used in work or goods supplied to the City. The Contractor shall pay all applicable sales, consumer, use and other similar taxes required by law. The Contractor is responsible for reviewing the pertinent state statutes involving the sales tax and complying with all requirements.

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 - FLORIDA TRENCH SAFETY ACT

The Bidder shall include with its Bid, when applicable, all documentation required by the Florida "Trench Safety Act", Section 553.63, Florida Statutes. The unit prices and total prices presented in the Bid, and those presented in any subsequent change orders shall include the Bidder's cost for compliance with the applicable trench safety standards.

SECTION 16 - 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 17 - PUBLIC RECORDS

17.1 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.

17.2 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:

17.2.1 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.

17.2.2 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.

17.2.3 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.

17.2.4 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.

17.2.5 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.

17.3 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 18 - 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 19 - QUALIFICATION OF BIDDERS

19.1 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.

19.2 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.

19.3 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.

19.4 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.

19.5 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 20 - CONTRACTOR'S RELATION TO THE CITY- INDEPENDENT CONTRACTOR

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 21 - EMPLOYEES OF THE CONTRACTOR

21.1 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.

21.2 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 22 - AVAILABILITY OF FUNDS

The obligations of the City under the awarded agreement will be subject to the availability of funds.

SECTION 23 - 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 24 - 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 25 - 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 26 - INDEMNIFICATION AND HOLD HARMLESS PROVISIONS

26.1 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.

26.2 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 27 - INSURANCE REQUIREMENTS

27.1 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.

27.2 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.**

27.3 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.

27.4 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.

27.5 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.

27.6 WORKERS’ COMPENSATION INSURANCE must be provided for all persons fulfilling this agreement whether employed, contracted, temporary, or subcontracted for 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.

27.7 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.

27.8 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.**

27.9 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.

27.10 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.

27.11 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.

27.12 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:

27.12.1 "Preliminary" certificate means that certificates of insurance verifying all general insurance requirements (as noted below) must be included with Bid at 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.

27.12.2 "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 Intent to Award",

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.

27.12.3 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 28 – SAFETY

28.1 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.

28.2 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 29 - 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 30 - 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 31 - 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 32 - 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 33- PROGRESS PAYMENTS

The Contractor may requisition payments for work completed during the project at intervals of not more than once a month. The Contractor's requisition shall show a complete breakdown of the project components, the quantities completed and the amount due, together with properly executed Releases of Liens by all subcontractors, suppliers and materialmen who were included in the Contractor's current and previous applications for payment and any other supporting documentation as may be required by the City or Contract Documents. The City shall make payment to the Contractor within thirty (30) calendar days after approval of the Contractor's requisition for payment.

Five percent (5%) of all monies earned by the Contractor shall be retained by the City until the

work is totally completed as specified and accepted by the City.

The City may withhold in whole or in part, payment to such extent as may be necessary to protect itself from loss on account of:

1. Defective work not remedied.
2. Claims filed or reasonable evidence indicating the probable filing of claims by other parties against the Contractor.
3. Failure of the Contractor to make payment to subcontractors or suppliers for materials or labor.
4. Damage to another Contractor not remedied.
5. Liability for liquidated damages that has been incurred by the Contractor.
6. Reasonable evidence that the work cannot be completed for the unpaid balance of the Contract Sum.
7. Reasonable evidence that the work will not be completed within the Contract Time.
8. Persistent failure to carry out the work in accordance with the Contract Documents.

When the above grounds are removed or resolved or the Contractor provides a surety bond or consent of surety satisfactory to the City, which will protect the City in the amount withheld, payment may be made in whole or in part

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 35 - CONTRACT AWARD AND EXECUTION

35.1 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.

35.2 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.

35.3 Prohibition of Negotiations with Contractors or Bidders: Negotiations with contractors are not permitted during the advertisement, award, or execution period of the contracting process.

35.4 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 36 – CONE OF SILENCE

36.1 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 37 - ADDITIONAL GENERAL CONDITIONS

37.1 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.

37.1.1 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 equipment must be stored in a designated staging area.

37.1.2 Site Restoration:

37.1.2.1 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.

37.1.3 Access:

As applicable, 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.

37.2 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 one hundred twenty (120) calendar days and Final Completion of the entire Work not later than one hundred fifty (150) 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. 22-030

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

ITB 22-030

**“DIRECTIONAL BORING AND ELECTRICAL UTILITY
INSTALLATION”**

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): The Project consists of the installation of electrical services, including but not limited to service panels, conduits, wiring and receptables in road medians at specified locations within the City.

City Bid No. 22-030

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:

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: **"DIRECTIONAL BORING AND ELECTRICAL UTILITY
INSALLATION"**

City's Bid No.: **22-030**

Date: _____ Amount: _____

The Project consists of the installation of electrical services, including but not limited to service panels, conduits, wiring and receptables in road medians at specified locations within the City.

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. 22-030.

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 _____, 2022, 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
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)

NON-COLLUSION AFFIDAVIT

Name of City Project: **DIRECTIONAL BORING AND ELECTRICAL UTILITY
INSTALLATION**
City's Invitation to Bid No.: 22-030

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 “P”

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

_____, 2022
Date

(CORPORATE SEAL)

CITY OF DANIA BEACH, FLORIDA



DIRECTIONAL BORING AND ELECTRICAL UTILITY INSTALLATION

CITY INVITATION TO BID (“ITB.”) NO. 22-030

ADDENDUM 1

Prepared by:

City of Dania Beach, Florida
100 W. Dania Beach Boulevard
Dania Beach, Florida 33004

SEPTEMBER 16, 2022

**CITY OF DANIA BEACH, FLORIDA
INVITATION TO BID FOR
“DIRECTIONAL BORING AND ELECTRICAL UTILITY INSTALLATION”
ITB 22-030
ADDENDUM 1**

TO ALL BIDDERS: PLEASE TAKE NOTE OF THE FOLLOWING REVISIONS, ADDITIONS, DELETIONS, CLARIFICATIONS, ETC. RELATIVE TO THE SOLICITATION, WHICH IN ACCORDANCE WITH THE CONTRACT DOCUMENTS SHALL BECOME A PART OF AND HAVE PRECEDENCE OVER ANYTHING SHOWN OR DESCRIBED OTHERWISE.

1. Required Exhibits K-O were not uploaded appropriately. They are attached to this addendum and made part of the bid document by this reference.

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: DIRECTIONAL BORING AND ELECTRICAL UTILITY INSTALLATION
ITB No. 22-030

_____ 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:
 - 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.

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
(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

BID FORM

PROJECT TITLE					
City Holiday Lighting Project (Holiday Lights in Median) Phase III, City of Dania Beach					
LOCATION					
Dania Beach, FL					
OWNER					
City of Dania Beach					
ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
I. EXHIBIT CONSTRUCTION COST					
1.01	Exhibit D	1	LS	\$50,000.00	\$50,000.00
1.02	Exhibit E	1	LS	\$25,000.00	\$25,000.00
1.03	Exhibit H	1	LS	\$25,000.00	\$25,000.00
1.04	Exhibit I	1	LS	\$35,000.00	\$35,000.00
1.05	Permitting Allowance	1	LS	\$10,000.00	\$10,000.00
1.06	Contingency Allowance	1	LS	\$50,000.00	\$50,000.00
EXHIBIT CONSTRUCTION COST SUBTOTAL					\$195,000.00

EXHIBIT "A"

BIDDER QUALIFICATIONS

ITB NO. 22-030

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: Canseco Electrical Contractors, Inc.

Address: 2385 NW 70th Ave Unit A3

City, State, Zip: Miami, FL 33122 Telephone/Fax: (305) 265-9909 / (305) 265-9945

2. Specify type of entity Check One: Corporation (X) Partnership () Individual ()
Other () _____ SPECIFY
3. If Corporation, state:
Date of Incorporation: _____ State in which Incorporated: FL
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>Barbara Canseco, President</u> | <u>2002</u> |
| <u>Ramon Canseco,</u> | <u>2002</u> |
| _____ | _____ |
6. The length of time in business: 20 years
7. The length of time (continuous) in business in Florida: 20 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

Refer to similar project experience attached to this document.

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



STATE CERTIFIED EC #13001295

2385 NW 70th AVE.- UNIT# A03 Miami, FL 33122 | P:(305)265-9909 | F:(305)265-9945

PROJECT

Jackson Memorial Hospital, Medical Examiner's Office: Electrical Service
Upgrade and Install IMW Emergency Generator.

Owner(s): Miami Dade County – Internal Service Department.

Contact Person: Aundria Blatch, PM

Project Address: 1851 NW 9th Avenue, Miami, FL 33136

Type of Construction: Electrical Prime Contractor.

Date Complete: January 2018

Scope of Work: Consist of furnishing all materials, labor, services, supervisions, tools, equipment, and all other items necessary installation of a new switchgear package to be connected to the existing buildings electrical system and depicted in the approved construction plans and retrofit existing building electrical system. Modify utility medium voltage transmission transformer, furnish and install new Secondary service feeders, new electrical main circuit breaker with ground fault protection, ATS with Isolated bypass and Kirk key interlock 2000A switchboard with redundancy back-up Cam-lock enclosures with portable generator adapter(s), new fuel monitoring system, annunciator, and push button. Repair to existing masonry wall, stucco, paint, replace existing louver doors, investigate unforeseen condition, and maintain work area free from any hazard or debris. Provide and install new IMW generator, remove an existing 800KW generator located in an interior room on the 2nd floor, utilizing 60 ton cranes & advanced rigging, private utility locator, coordination with building owner, project manager and staff, perform as-built drawings, weekly schedule, working directly with engineer to resolve unforeseen conditions at a timely manner.

New electrical service, service rated equipment, automatic transfer switch (ATS), generator terminal cabinets, FPL meter can 3Ø, panel boards, emergency shut-off button, wiring, conduit, connection termination, elevation certificate, access to secure areas, wire-ways, new manholes, and more.

We performed work at a fully-functioning Medical examiner's office next to Jackson Memorial Hospital working under very stress-full work environment, we were able to maintain minimal interruptions or interference with facility operations

Investigate unforeseen condition and maintain work area free from any hazard or debris. Complete demo of existing electrical equipment, existing standby 800KW generator and associated electrical raceways, utilize cranes & advanced rigging, private utility locator, coordination with building owner, project manager and staff, perform as-built drawings.

Thank you.



STATE CERTIFIED EC #13001295

2385 NW 70th AVE.- UNIT# A03 Miami, FL 33122 | P:(305)265-9909 | F:(305)265-9945

Project Photo(s):

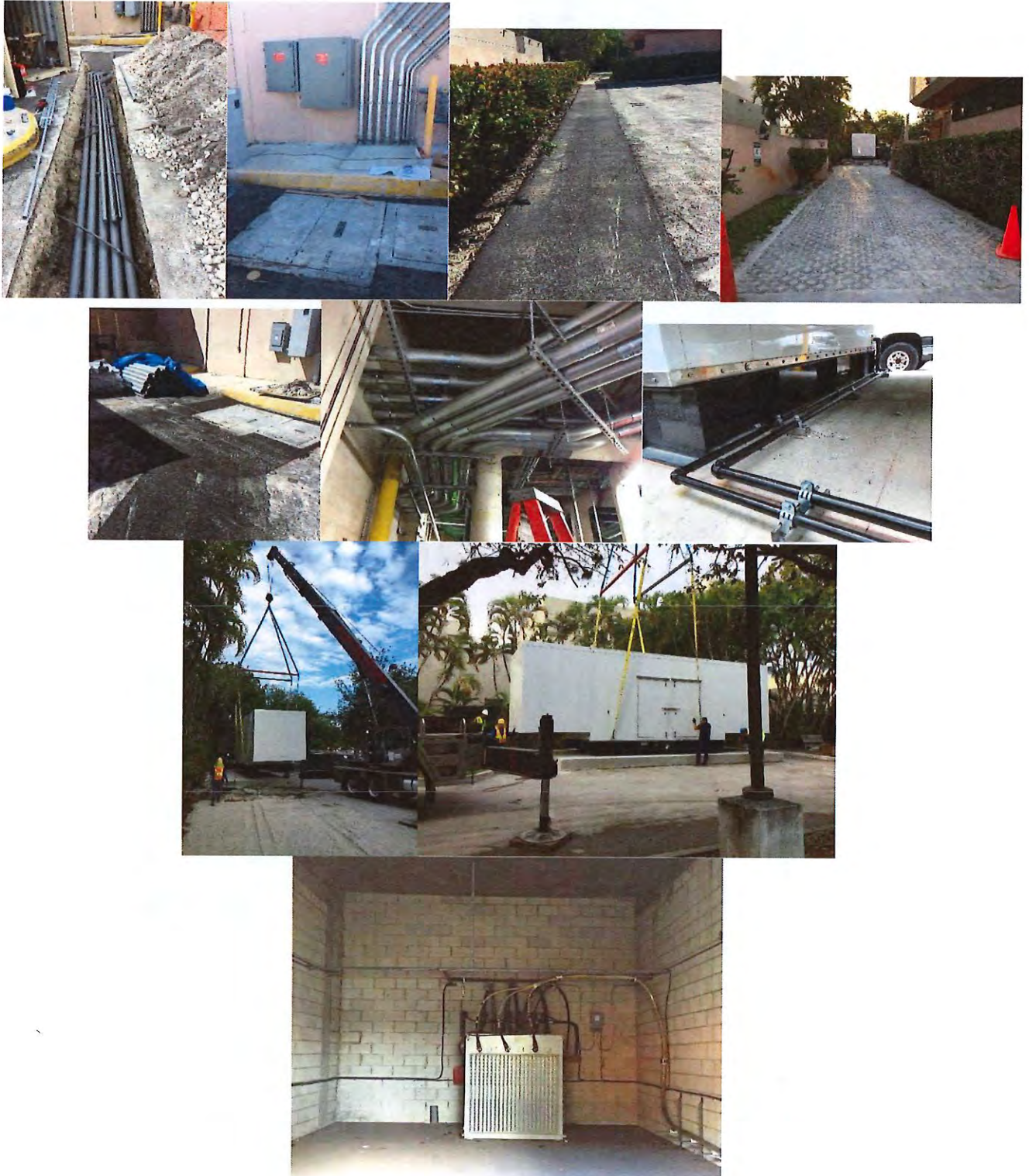




C_EC **CANSECO**
ELECTRICAL CONTRACTORS, INC.

STATE CERTIFIED EC #13001295

2385 NW 70th AVE.- UNIT# A03 Miami, FL 33122 | P:(305)265-9909 | F:(305)265-9945





STATE CERTIFIED EC #13001295

2385 NW 70th AVE.- UNIT# A03 Miami, FL 33122 | P:(305)265-9909 | F:(305)265-9945

PROJECT

STOF BC AHFACHKEE SCHOOL EXPANSION PROJECT AND 1MW STANDBY GENERATOR

Owner(s): SEMINOLE TRIBE OF FLORIDA

Project Address: 31200 Josie Billie Hwy, Clewiston, FL 33440

Type of Construction: GC / Electrical Sub-Contractor.

Complete: January 2020

Scope of Work: Special Remote location, project consisted of furnishing all materials, labor, services, supervisions, tools, equipment, and all other items necessary installation of a new 2000A switchgear electrical system, high-voltage, automated lighting controls, lighting protection as depicted in the approved construction plans, low voltage system as such, design-build of a complete Fire Alarm system, low voltage infrastructure(s): CCTV, Card Access, Security/Burglar system, and EMS systems. New fuel monitoring system, annunciator, and push button.

Provide and install new electrical service mains: 2000A normal and emergency life-safety main. Furnish automatic transfer switches (ATS), generator terminal cabinets, Custom enclosure of a 1000kW emergency generator with custom built 5,900-gallon sub-base tank, custom stainless-steel platform and stairwell for generator all around. Utility metering, 3Ø, High & low voltage panel boards, separately derived system, electrical engineering, emergency shut-off button, training, start-up and load bank testing, low volt communication wiring, future conduits, connection termination, testing & certifications, elevation certificate, access to secure areas, wire-ways, new manholes, and more.

We performed work at an operational school under careful parameter to meet the expectation of owners. We were able to maintain minimal interruptions or interference with facility operations

Investigate unforeseen condition and maintain work area free from any hazard or debris. Complete demo of existing electrical equipment, existing standby 800KW generator and associated electrical raceways, utilize cranes & advanced rigging, private utility locator, coordination with building owner, project manager and staff, perform as-built drawings.

Thank you.



STATE CERTIFIED EC #13001295

2385 NW 70th AVE.- UNIT# A03 Miami, FL 33122 | P:(305)265-9909 | F:(305)265-9945

Project Photo(s):











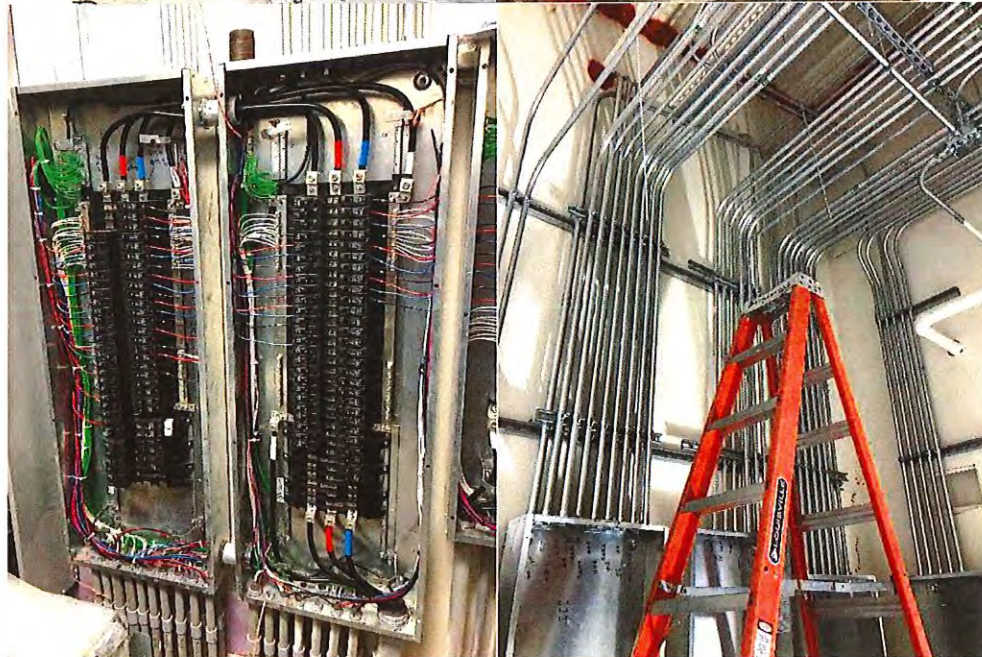
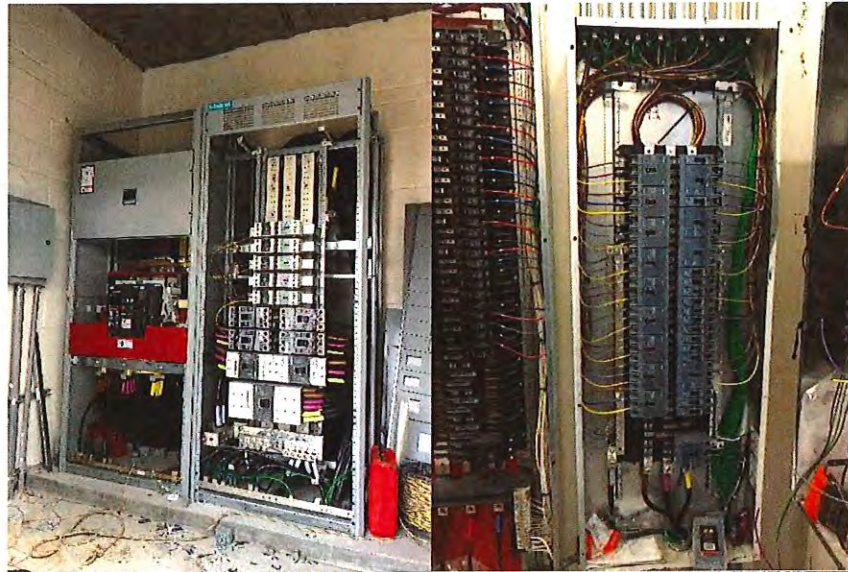


EXHIBIT "F"

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. 22-030.

2. This sworn statement is submitted by: Canseco Electrical Contractors, Inc
(name of entity submitting sworn statement)
its business address is: 2385 NW 70th AVE Unit A03
Miami, FL 33122

Federal Identification Number
(FEIN) is: 75-3049378
(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: Ramon J Canseco
(PRINT NAME of individual signing this document)

and my relationship to the entity is: Director of operations
(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.

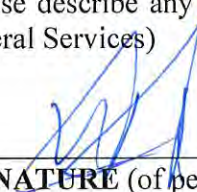
 The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 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)



SIGNATURE (of person whose name first appears above)

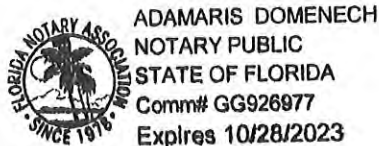
09/26/2022

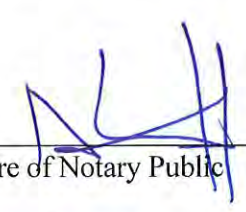
Date

STATE OF FLORIDA)

COUNTY OF Dade)

Sworn to and subscribed before me on 09/26, 2022, by Ramon J Canseco, as Director of Operation of Canseco Electrical Contractors, Inc, a Corporation corporation/partnership, on behalf of the corporation/partnership who (check one) ☒ is personally known to me or ☐ has produced ID as identification.





Signature of Notary Public

Adamaris Domenech

PRINTED Name of Notary

My commission expires:

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: **DIRECTIONAL BORING AND ELECTRICAL UTILITY
INSTALLATION**
City's Invitation to Bid No.: 22-030

Canseco Electrical Contractors, Inc.
Name of Bidder

[Signature]
SIGNATURE of Bidder or Authorized
Agent of Bidder

Ramon J Canseco
PRINT Name of Bidder or Authorized
Agent of Bidder

Director of Operations
Title
9/26, 2022.
Date

STATE OF FLORIDA)
) ss:
COUNTY OF Dade)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared ☒ physical presence or ☐ online notarization, on 9/26/22 as Director, of Canseco Electrical an organization authorized to do business in the State of Florida, and acknowledged and executed the foregoing statement as the proper official of Canseco Electrical 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 0522-730-87-880 as identification.



ADAMARIS DOMENECH
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG926977
Expires 10/28/2023

[Signature]
Signature of Notary Public
Adamaris Domenech
PRINTED Name of Notary

My commission expires:

EXHIBIT "K"

BID BOND

BIDDER

Canseco Electrical Contractors, Inc.
Name
7250 NW 8th Street, Bay #3, Miami, FL 33126
Address

FLORIDA RESIDENT AGENT

Warren M. Alter
Name
5979 NW 151st Street, Ste 202, Miami Lakes, FL 33014
Address
305-517-3803 305-328-4838
Phone Fax

SURETY

American Contractors Indemnity Company
Name
801 South Figueroa Street, Suite 700, Los Angeles, CA 90017
Address

OWNER

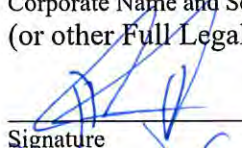
City of Dania Beach, Florida
100 West Dania Beach Boulevard
Dania Beach, Florida 33004
Telephone: (954) 924-6800
Facsimile: (954) 921-2604

PROJECT: DIRECTIONAL BORING AND ELECTRICAL UTILITY INSTALLATION
ITB No. 22-030

<u>September 26, 2022</u>	<u>BB2019956</u>	<u>September 23, 2022</u>	<u>\$ 10,000.00</u>
Bid Due Date	Bond Number	Bond Date	Penal Sum

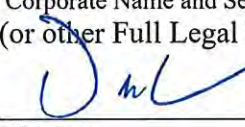
IN WITNESS OF THE FOREGOING, Surety and Bidder, intending to be legally bound, subject to the terms included in this section, do each cause this Bid Bond to be duly executed on its behalf by its respective, authorized officer, agent, or representative.

IDENTITY OF BIDDER

Canseco Electrical Contractors, Inc.
Corporate Name and Seal
(or other Full Legal Name)

Signature
Jordan Castaneda, Director Operations
Printed Name and Title
Jordan Castaneda
Attest

Attest

IDENTITY OF SURETY (Attach Power of Attorney)

American Contractors Indemnity Company
Corporate Name and Seal
(or other Full Legal Name)

Signature
Warren M. Alter, Attorney-in-Fact
Printed Name and Title
As per attached power of attorney
Attest
As per attached power of attorney
Attest



**TOKIO MARINE
HCC**

Surety Group
801 S. Figueroa Street, Suite 700
Los Angeles, CA 90017 USA
Tel: 310-649-0990

SURETY BOND SEAL ADDENDUM

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

Due to logistical issues associated with the use of traditional seals during this COVID-19 pandemic, American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, (individually, the "Company" and collectively, the "Companies") have authorized its Attorneys-in-Fact to affix the Companies' corporate seal to any bond executed on behalf of the Companies by any such Attorney-in-Fact by attaching this Addendum to said bond.

To the extent this Addendum is attached to a bond that is executed on behalf of any of the Companies by its Attorney-in-Fact, each Company hereby agrees that the seal below shall be deemed affixed to said bond to the same extent as if its raised corporate seal was physically affixed to the face of the bond.

Dated this 1st day of April 2020.

**American Contractors Indemnity Company, Texas Bonding Company,
United States Surety Company and U.S. Specialty Insurance Company**



By: Frank Mester
Frank Mester, Vice President

Reference Information

Principal Name: CANSECO ELECTRICAL CONTRACTORS, INC.

Bond/Bid Number: BB2019956

Agency Name: ALTER SURETY GROUP INC

Attorney-in-Fact: WARREN M. ALTER

Date: September 23, 2022

Bond validation available at tmhcc.com/surety

HCCSZM_DIGSEAL04/2020

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.



TOKIO MARINE
HCC

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That American Contractors Indemnity Company of the State of California, a California corporation, does hereby appoint,

WARREN M. ALTER

its true and lawful Attorney-in-Fact, with full authority to execute on its behalf bond number BB2019956, issued in the course of its business and to bind the Company thereby, in an amount not to exceed Twenty-five million and 00/100 (\$25,000,000.00).

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the Board of Directors of AMERICAN CONTRACTORS INDEMNITY COMPANY at a meeting duly called and held on the 1st day of September, 2011.

"Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

The Attorney-in-Fact named above may be an agent or a broker of the Company. The granting of this Power of Attorney is specific to this bond and does not indicate whether the Attorney-in-Fact is or is not an appointed agent of the Company.

IN WITNESS WHEREOF, American Contractors Indemnity Company has caused its seal to be affixed hereto and executed by its President on this 18th day of April, 2022.

State of California
County of Los Angeles



AMERICAN CONTRACTORS INDEMNITY COMPANY

By: _____

Adam S. Pessin
Adam S. Pessin, President

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

On this 18th day of April, 2022, before me, Sonia O. Carrejo, a notary public, personally appeared Adam S. Pessin, President of American Contractors Indemnity Company, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of CALIFORNIA that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

Sonia O. Carrejo

(seal)



I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, do hereby certify that the Power of Attorney and the resolution adopted by the Board of Directors of said Company as set forth above, are true and correct transcripts thereof and that neither the said Power of Attorney nor the resolution have been revoked and they are now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this 23rd day of September, 2022.

Bond No. BB2019956

Agency No. 12313



Kio Lo
Kio Lo, Assistant Secretary

visit tmhcc.com/surety for more information

HCCSOZZPOAACIC04/2022

EXHIBIT "I"
INDEPENDENCE AFFIDAVIT

The undersigned individual, being duly sworn, deposes and says that:

I am Ramon J Canseco of Canseco Electrical Contractors 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


Signature (Blue ink only)

Ramon J Canseco
Print Name

EXHIBIT I – (CONTINUED)

Director of Operations
Title

9/26/22
Date

STATE OF FLORIDA
COUNTY OF Dade

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared ☒ physical presence or ☐ online notarization, on 9/26/22 as Director, of Conseco Electrical an organization authorized to do business in the State of Florida, and acknowledged and executed the foregoing statement as the proper official of Conseco Electrical 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 522-730-87-188-0 as identification.



ADAMARIS DOMENECH
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG926977
Expires 10/28/2023

[Signature]
Notary Public
Adamaris Domenech
PRINT Name of Notary Public

My commission expires:

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	9/16/2022	Ramon J Canseco	Director of Operations	

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.

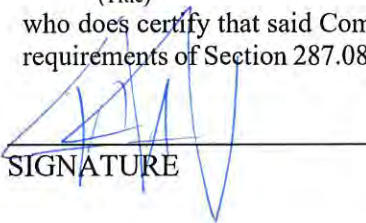
This Certification is submitted by Ramon J Canseco the
(PRINT Name of Authorized Agent)

Director of Operations of Canseco Electrical Contractors, 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

9/26/2022
DATE

EXHIBIT "P"

ACKNOWLEDGMENT OF CONFORMANCE
WITH
FLORIDA TRENCH SAFETY ACT

To the City of Dania Beach, Florida:

Canseco Electrical Contractors, 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:


Witness

Yorden Castaneda
PRINT Name

Witness

PRINT Name

Canseco Electrical Contractors, Inc.
Name of Contractor


Signature

Ramon Canseco
PRINT Name, Title

9/26, 2022
Date

(CORPORATE SEAL)

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Ordinance

Continued from:

Requested Action (Identify appropriate Action or Motion)

ADOPT ORDINANCE APPROVING THE RIGHT-OF-WAY VACATION REQUEST (VC-069-22) SUBMITTED BY THE PROPERTY OWNER, THE CITY OF DANIA BEACH, FOR THE PROPERTY GENERALLY LOCATED AT 100 NW 8TH AVENUE BETWEEN NW 2 STREET AND NW 1 STREET RESPECTIVELY, WHICH RIGHT OF WAY IS CONTAINED WITHIN THE PLAT OF WEST MOORLAND, RECORDED IN PLAT BOOK 19, PAGE 8, OF THE PUBLIC RECORDS BOOK FOR BROWARD COUNTY, WHICH RIGHT OF WAY IS GENERALLY DESCRIBED AS “NORTHWEST 10TH AVENUE,” AND IS LOCATED WITHIN THE CITY OF DANIA BEACH, FLORIDA, WHICH RIGHT OF WAY IS LEGALLY DESCRIBED IN EXHIBIT A, A COPY OF WHICH IS ATTACHED TO THIS ORDINANCE

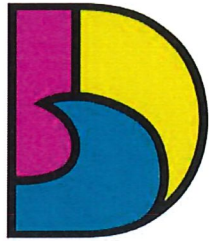
Purchasing Requests ONLY

Dept:	Acct #:	Amt:
Fund:		

Fiscal Impact/Cost Summary

Exhibits Attached

SR VC-069-22 Vacation of ROW CW Thomas 2_, O-2022- C.W. Thomas Park Right-of-Way Vacation (NW 10th Avenue) (VC-069-22), Location Map CW Thomas Vacation of ROW, VC-069-22 ROW Survey, VC-069-22 C.W Thomas Support Documents



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

CITY OF DANIA BEACH COMMUNITY DEVELOPMENT DEPARTMENT STAFF REPORT

DATE: October 11, 2022

TO: Honorable Mayor and Commissioners

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

VIA: Candido Sosa-Cruz, ICMA-CM, Deputy City Manager
Eleanor Norena, CFM, Director
Corinne Lajoie, AICP, Assistant Director
Claudia Viviana Batista, Planner

Candido Sosa-Cruz
[Signature]
Digitally signed by Candido Sosa-Cruz
DN: cn=Candido Sosa-Cruz, o=City of
Dania Beach, ou,
email=c.sosa-cruz@daniabeachfl.gov, c=US
Date: 2022.09.30 08:02:13 -0400

SUBJECT: **VC-069-22:** The City of Dania Beach is requesting to vacate an unimproved Right-of-Way (a portion of NW 10 Avenue) located within C.W. Thomas Park at 100 NW 8 Avenue. (SECOND READING)

Request:

VACATION OF RIGHT-OF-WAY

To vacate the unimproved Right-Of-Way (NW 10 Avenue), in accordance with Article 655.

Property Information:

ZONING:	Open Space (OS)
LAND USE DESIGNATION:	Regional Activity Center (RAC)

Background:

The applicant is proposing to vacate approximately 600 linear feet of Right-of-Way (ROW) that bifurcates the site on the western half. The existing, unimproved twenty-five-foot (25'-0") ROW runs from NW 2nd Street to NW 1 Street and does not provide any access to C.W. Thomas Park or the surrounding residential areas. The applicant owns the property to the east and west of the ROW and, if approved, would receive the entire width of the ROW. The applicant is making this request in advance of Site Plan approval for redevelopment of the site, consistent with the Parks Master Plan which was approved by the City Commission.

The Site Plan application will be brought to the City Commission at a later date for approval.

Vacation Of Right-Of-Way:

The vacation process is identified in the City's Land Development Code (LDC) in Section 655-20. This code provision requires the applicant to provide evidence of notification to all utilities (public and private) that may have an interest in the area to be vacated. Below is a list of all public utilities and the date each was notified of the vacation request by the applicant.

- Comcast – 08-23-22.
- Teco People's Gas – 08-23-22.

The subject area is a parcel of approximately 0.22 acres and is located on the east side of SW 26 Terrace just north of SW 34 Court. In addition to the subject area, the applicant/owner owns abutting property to the east and north of the subject parcel that currently operate as industrial which provides warehouse and offices.

The subject area is proposed to be utilized as an expansion of the existing use described above. The property was previously owned by Broward County after the land was taken as a result of the airport expansion and later acquired by the applicant. The rezoning is requested to correct the zoning designation as residential (RM-1) to match the surrounding zoning (IROM-AA) and be compatible with the future land use designation.

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:

This rezoning application is requested to correct an ambiguity regarding the Development Parcel. As noted above, a portion of the Development Parcel has a residential zoning designation, but the entire Development Parcel has an industrial future land use designation. Neither a residential use nor an industrial use could be established on this portion of the Development Parcel as a result of this ambiguity.

The area of the Development Parcel substantially changed in response to the expansion and growth of Fort Lauderdale-Hollywood International Airport. As a result, the County acquired parcels in the area specifically to eliminate residential use, considered to be incompatible with the airport, and the area has redeveloped over time for industrial and business uses. The rezoning of the Development Parcel continues the implementation of this change.

In connection with the sale of the property by Broward County, a deed restriction was imposed on the property that prohibits residential use. Therefore, the RM-1 portion of the Development Parcel must be rezoned to permit reasonable use of the property.

Rezoning the Development Parcel to IROM-AA will be consistent with the ore in line with the surrounding industrial use adjacent to the Development Parcel. Further, this request does not give a privilege not generally extended to similarly situated property in the area.

Community Development staff is in 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.

Strategic Plan

This application supports City's Strategic Plan by furthering the following goals:

Objectives

- 3.1 Have a more attractive and beautiful community from our entrances, our corridors, our activity center, and our neighborhoods.

Value to Our Neighbors and Our Community

- 3.2 Protection and enhancement of property values.

Short Term Challenges and Opportunities

- 3.2 Expanding business investment in Dania Beach.

Budgetary Impact

Approval of the rezoning will allow the opportunity for the development of the site.

Planning and Zoning Board Recommendation

On June 22, 2022, the Planning & Zoning Board voted unanimously to recommend approval of the rezoning.

City Commission Previous Action

This application was unanimously approved by the City Commission on July 12, 2022, upon first reading.

Recommendation

The rezoning from RM-1 to IROM-AA allows the proposed development of currently vacant land with a concurrent use in the vicinity. Therefore, staff recommends that this item be approved by the City Commission.

ORDINANCE NO. 2022-030

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE RIGHT-OF-WAY VACATION REQUEST (VC-069-22) SUBMITTED BY THE PROPERTY OWNER, THE CITY OF DANIA BEACH, FOR THE PROPERTY GENERALLY LOCATED AT 100 NW 8TH AVENUE BETWEEN NW 2 STREET AND NW 1 STREET RESPECTIVELY, WHICH RIGHT OF WAY IS CONTAINED WITHIN THE PLAT OF WEST MOORLAND, RECORDED IN PLAT BOOK 19, PAGE 8, OF THE PUBLIC RECORDS BOOK FOR BROWARD COUNTY, WHICH RIGHT OF WAY IS GENERALLY DESCRIBED AS “NORTHWEST 10TH AVENUE,” AND IS LOCATED WITHIN THE CITY OF DANIA BEACH, FLORIDA, WHICH RIGHT OF WAY IS LEGALLY DESCRIBED IN EXHIBIT A, A COPY OF WHICH IS ATTACHED TO THIS ORDINANCE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 28, entitled Land Development Code (the “LDC”), Part 6, entitled “Development Review Procedures And Requirements,” Article 655, entitled “Vacations Of Right-Of-Way” of the City Code of Ordinances (the “City Code”), the City of Dania Beach, the property owner (the “Applicant”), has applied to the City of Dania Beach (the “City”) for approval to Vacate the Right-of-Way (VC-069-22), known as “NW 10th Avenue” (the legal description for the right of way is attached to this Ordinance as Exhibit A); and

WHEREAS, the proposed vacation is identified in Exhibit B, which is attached and incorporated into this Ordinance; and

WHEREAS, the City Planning and Zoning Board, sitting as the Local Planning Agency, held a duly advertised public hearing on September 21, 2022, and recommended approval of the proposed right of way vacation; and

WHEREAS, staff recommended approval of the proposed right of way vacation in its staff report to the City Commission dated September 27, 2022; and

WHEREAS, the City Commission conducted two (2) duly noticed public hearings in accordance with Article 610 of the LDC; and

WHEREAS, the City Commission finds that granting the requested right of way vacation will not adversely affect access to neighboring properties and will not be detrimental to the public health, safety and welfare; and

WHEREAS, the City Commission finds that NW 10th Avenue is no longer needed as a road, and that it is in the best interest of the City to grant the request to vacate the right of way.

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 pursuant to Chapter 28, entitled “Land Development Code,” Part 6, entitled “Development Review Procedures and Requirements,” Article 655, “Vacations of Right-Of-Way,” of the City Code, the requested right of way Vacation (VC-069-22), as delineated on the attached Exhibit “A,” is approved.

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 September 27, 2022.

PASSED AND ADOPTED on second reading on October 11, 2022.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

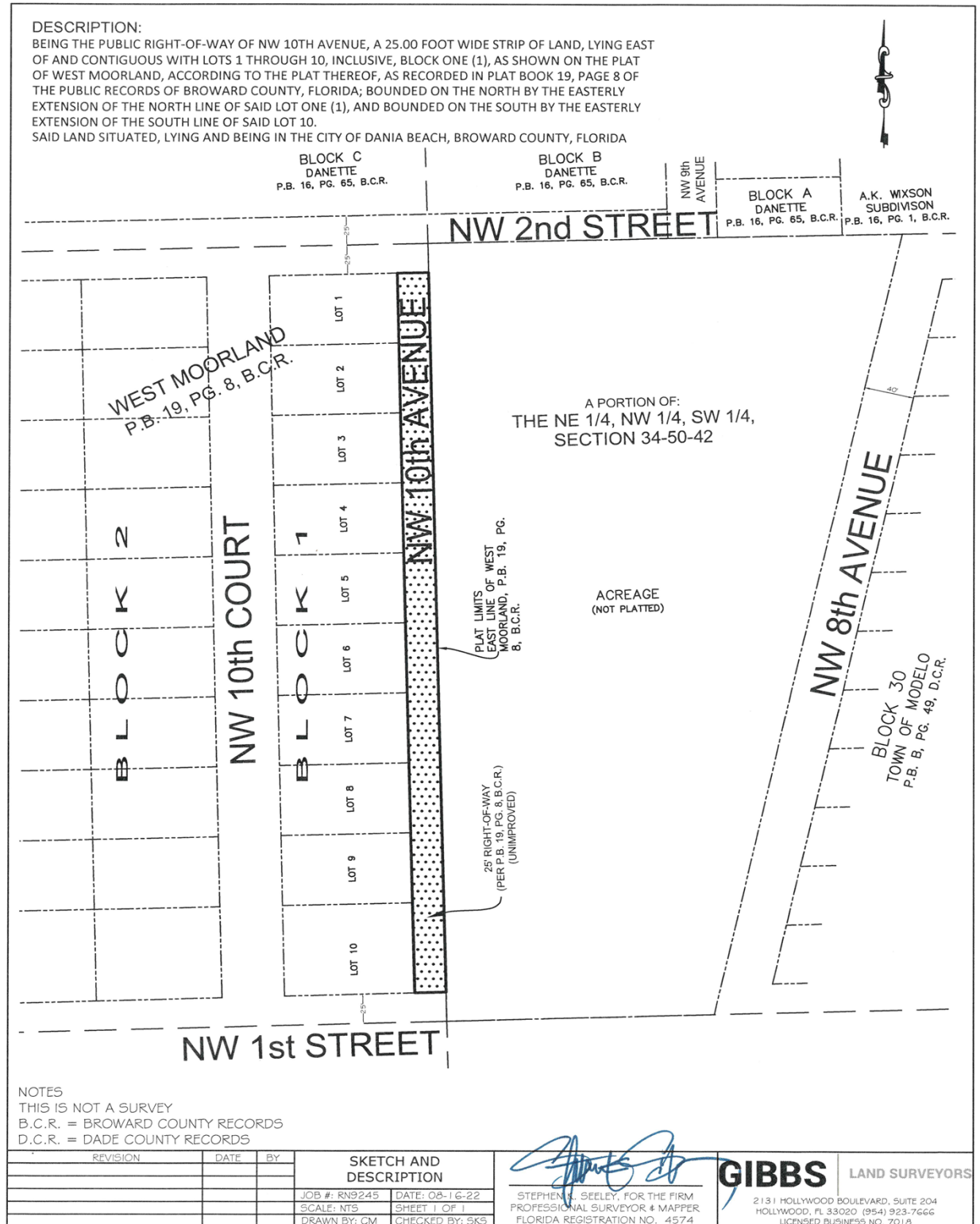
EXHIBIT A

LEGAL DESCRIPTION

BEING THE PUBLIC RIGHT-OF-WAY OF NW 10TH AVENUE, A 25.00 FOOT WIDE STRIP OF LAND, LYING EAST OF AND CONTIGUOUS WITH LOTS 1 THROUGH 10, INCLUSIVE, BLOCK ONE (1), AS SHOWN ON THE PLAT OF WEST MORELAND, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 19, PAGE 8 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; BOUNDED ON THE NORTH BY THE EASTERLY EXTENSION OF THE NORTH LINE OF SAID LOT ONE (1), AND BOUNDED ON THE SOUTH THE BY EASTERLY EXTENSION OF THE SOUTH LINE OF SAID LOT 10.

SAID LAND SITUATED, LYING AND BEING IN THE CITY OF DANIA BEACH, BROWARD COUNTY, FLORIDA.

EXHIBIT B



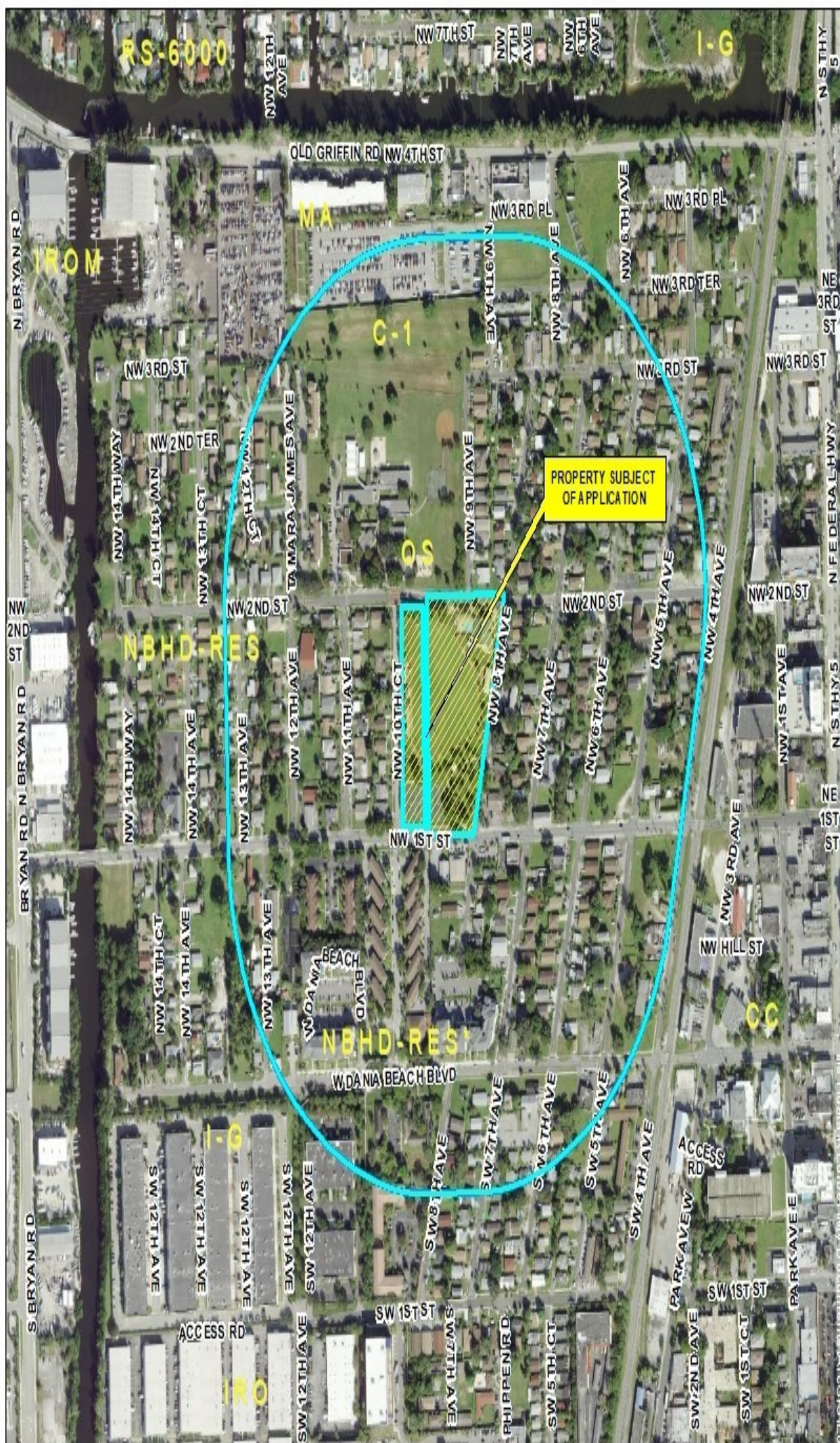
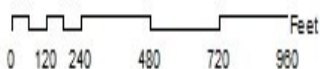


APPLICANT
CITY OF DANIA BEACH

PROPERTY ADDRESS
100 NW 8 AVE

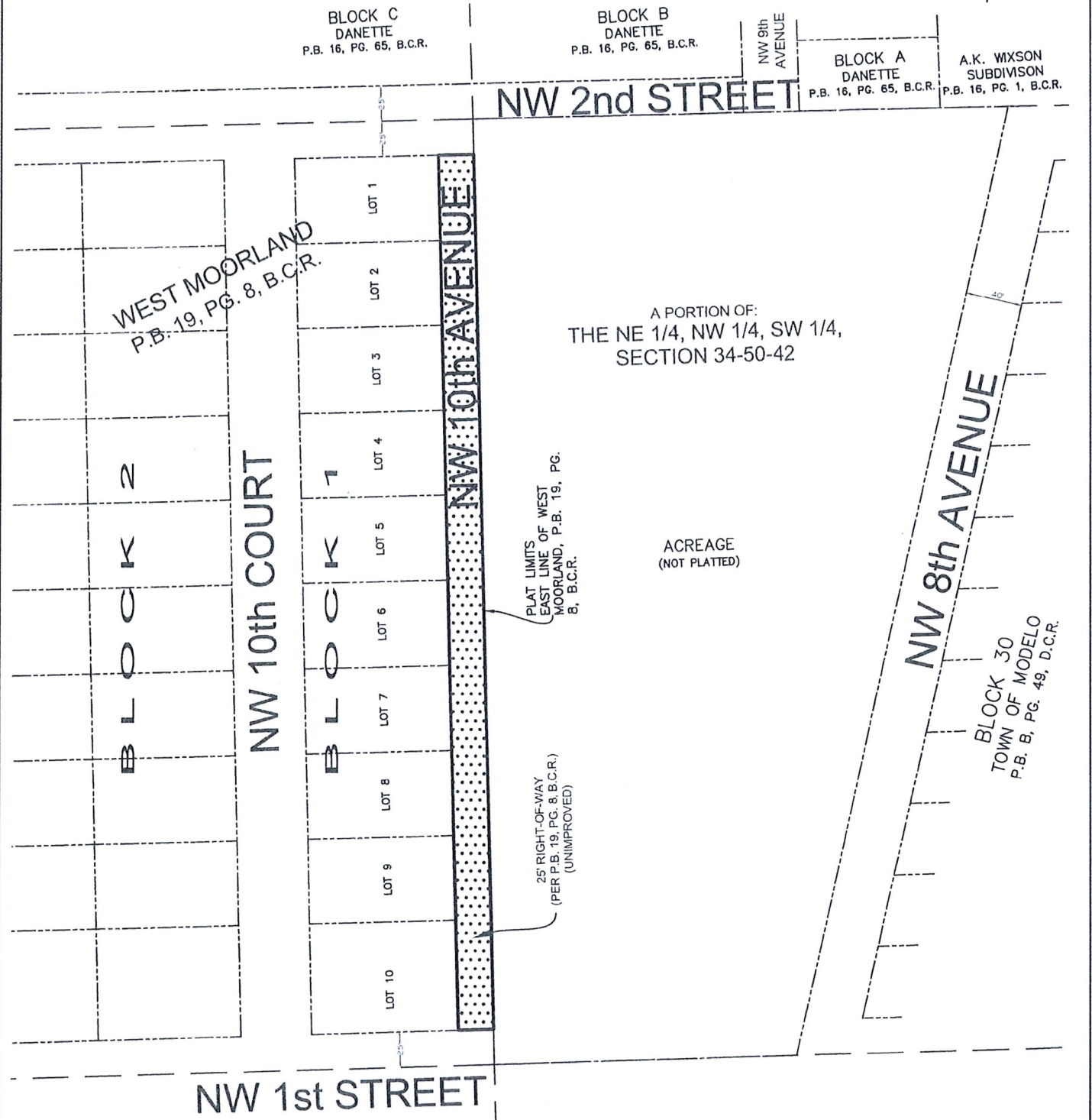
Legend

-  SUBJECT PROPERTY
 1000 FT DISTANCE BUFFER



DESCRIPTION:

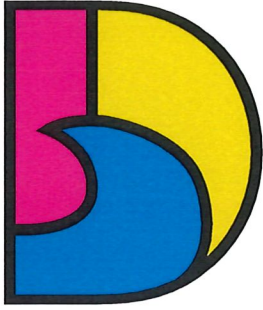
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SAID LAND SITUATED, LYING AND BEING IN THE CITY OF DANIA BEACH, BROWARD COUNTY, FLORIDA



NOTES

THIS IS NOT A SURVEY
B.C.R. = BROWARD COUNTY RECORDS
D.C.R. = DADE COUNTY RECORDS

REVISION	DATE	BY	SKETCH AND DESCRIPTION		 STEPHEN A. SEELEY, FOR THE FIRM PROFESSIONAL SURVEYOR & MAPPER FLORIDA REGISTRATION NO. 4574	GIBBS LAND SURVEYORS 2131 HOLLYWOOD BOULEVARD, SUITE 204 HOLLYWOOD, FL 33020 (954) 923-7666 LICENSED BUSINESS NO. 7015
			JOB #:	DATE:		
			SCALE:	SHEET:		
			DRAWN BY:	CHECKED BY:		



SEA IT. LIVE IT. LOVE IT.

ATTN: Corinne Lajoie, Assistant Director
City of Dania Beach Community Development
100 W Dania Beach Blvd
Dania Beach, FL 33004

RE: ROW Vacation Request – C.W. Thomas Park, Dania Beach

Dear Ms. Lajoie,

The City of Dania Beach City Commission adopted a Parks and Recreation Master Plan in 2019. This Parks and Recreation Master Plan includes park improvements to C.W. Thomas Park, Frost Park, PJ Meli Aquatic Complex and Chester Byrd Park.

On May 18, 2021, during the Parks and Recreation Master Plan Workshop the City Commission approved the funding needed for the adopted 2019 Master Plan. The first project of this Master Plan is park improvements to C.W. Thomas Park located at 100 NW 8th Avenue, in the amount of \$18.1 Million.

The design of the park is currently underway by Bermello Ajamil and Partners. As part of the design process Bemrmello Ajamil and Partners had a survey done of the park. During this survey it was found that an existing/unimproved 25'-0" ROW existed, bifurcating C.W. Thomas Park. The ROW runs from NW 2nd Street in the north to NW 1st Street in the south and does not provide any access to C.W. Thomas Park or the surround residential areas. The current use of the park, included the multi-purpose field and existing basketball courts are undisturbed by the ROW, as they are constructed with this area.

It is the recommendation of the City, that the existing NW 10th Avenue ROW be vacated with no objection in order to best accommodate the design of the new community center which will be situated in the southeast corner of the intersection at NW 2nd Street and NW 10th Court.

Sincerely,

Ana M.
Garcia

Digitally signed by
Ana M. Garcia
Date: 2022.08.22
14:15:16 -04'00'

Ana M. Garcia, ICMA-CM
City Manager
City of Dania Beach

August 22nd, 2022

Page 1 of 3

ATTN: Corinne Lajoie, Assistant Director
City of Dania Beach Community Development
100 W Dania Beach Boulevard
Dania Beach, FL 33004

RE: ROW Vacation Request- CW Thomas Park, Dania Beach

Dear Ms Lajoie,

In the Spring of 2022, Bermello Ajamil & Partners (BA) was awarded the project for the design and construction of C.W. Thomas Park.

As it exists today, C.W. Thomas Park is currently composed of a community center, swimming pool, and park space. The City-owned and operated facility (*figure, right*) occupies the full block, fronting NW 2nd Street to the north, NW 1st Street to the south, NW 8th Avenue to the east, and NW 10th Court to the west. There is an existing ROW that bifurcates the site on the western half, however, it does not impact the surface area and use of the park.

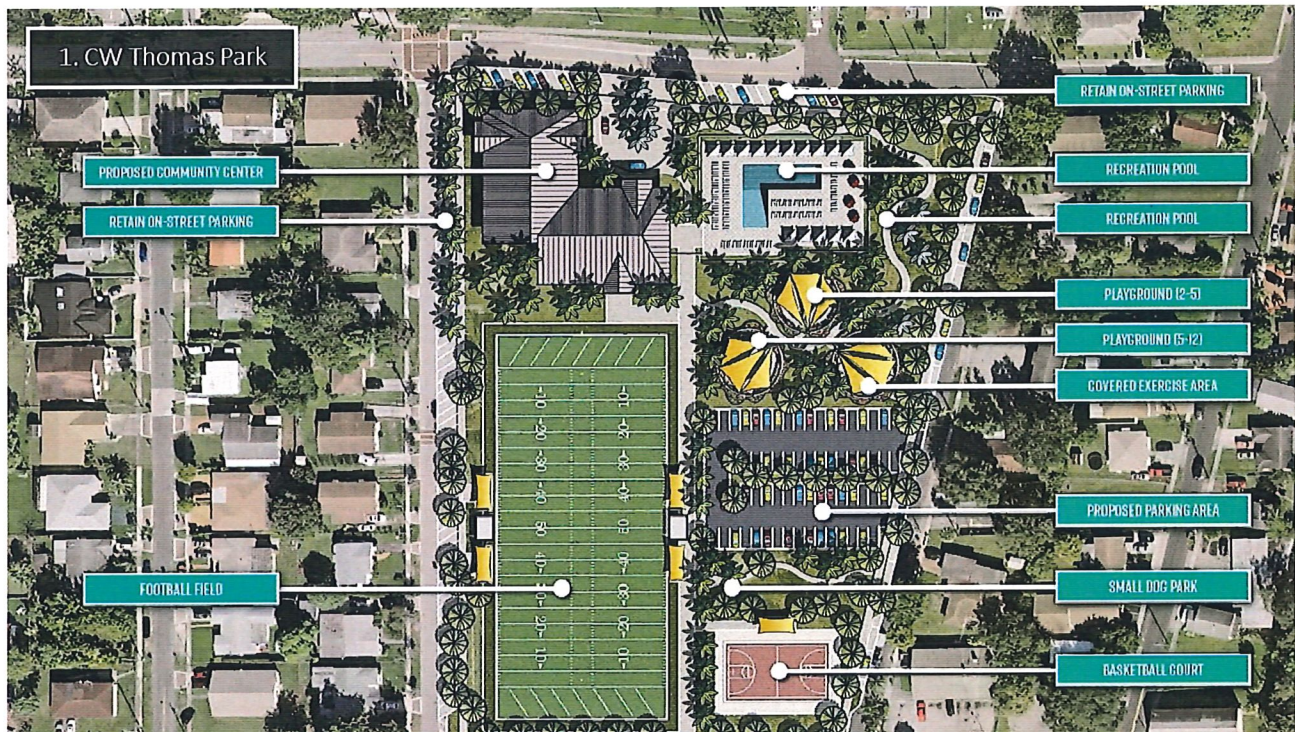


The existing community center building is a single, double-height story and includes a computer lab, a fitness center, a craft/reading room, a recreation room, and a full kitchen. To the west of the existing community center building is a swimming pool. The remainder of the site is composed of park open space programming that includes: a playground, three outdoor basketball courts, and a multipurpose field.

As recommended in the adopted 2019 Dania Beach City-Wide Parks Master Plan, the City plans to redevelop the existing C.W. Thomas Park, as the first project in the implementation of a 45-million dollar effort to transform the City's Park and Recreation Program and Facilities.

Proposed Design for C.W. Thomas Park

The proposed redevelopment of the facility will include the construction of a single, new state-of-the-art community center building on the northwest corner of the property overlooking a new swimming pool and park open space. In the site plan (*figure below*), the proposed location of the community center was selected to be consistent with the long-term vision for the neighborhood as a pedestrian-friendly, civic use embedded within and accessible by the residents of Dania Beach. This proposed location allows for the existing community center to maintain operations during the construction of the new building.



The proposed community center will be a two-story building with views of the pool and a second-floor terrace overlooking the field to the south. A gymnasium is proposed on the west side of the building, including a second-floor, interior running circuit. The remainder of the site is programmed in a manner consistent with the existing outdoor areas of the park but includes a new football field, a dog park, a basketball court, a covered exercise area with a walking path network, and separate playgrounds for different age groups. The existing on-street parking is to remain, and a new proposed parking area is included in the design to alleviate some of the areas of on-street parking within the neighborhood.

Written Statement Identifying the Need for ROW Vacation

During survey collection, an existing/unimproved 25'-0" ROW was identified bifurcating C.W. Thomas Park. The ROW runs from NW 2nd Street in the north to NW 1st Street in the south and does not provide any access to C.W. Thomas Park or the surrounding residential areas. The current use of the park, including the multi-purpose field and existing basketball courts are undisturbed by the ROW, as they are constructed within this area. In addition to the recreational amenities, there are hardscape and landscape tree plantings within the existing unimproved ROW.

At the direction of City Staff, it was determined that the existing NW 10th Avenue ROW shall be vacated.

To best accommodate the design of the new community center as the civic focal point embedded within the residential community and allow for safe and attractive pedestrian connectivity from these neighborhoods, it was determined to site the new building on the southeast corner of the intersection at NW 2nd Street and NW 10th Court. At this location, the building is proposed to encroach the total 25'-width of the ROW for a small portion of the overall length. Placing the new community center at this location would allow for the highest and best use of the land as a recreational amenity for the residents of Dania Beach. Just as important, constructing the proposed community center at this location allows the City to maintain levels of operation within the existing community center building, as construction of the new facility is underway.

Vacating the ROW to accommodate the design of the long-term vision for C.W. Thomas Park, as adopted in the 2019 Dania Beach City-Wide Parks Master Plan, would have no adverse effect on access to neighboring properties.

On behalf of the City of Dania Beach, BA looks forward to progressing on the design of this exciting project and the eventual construction of this world-class facility in the City of Dania Beach.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Joshua Rak', with a stylized, flowing script.

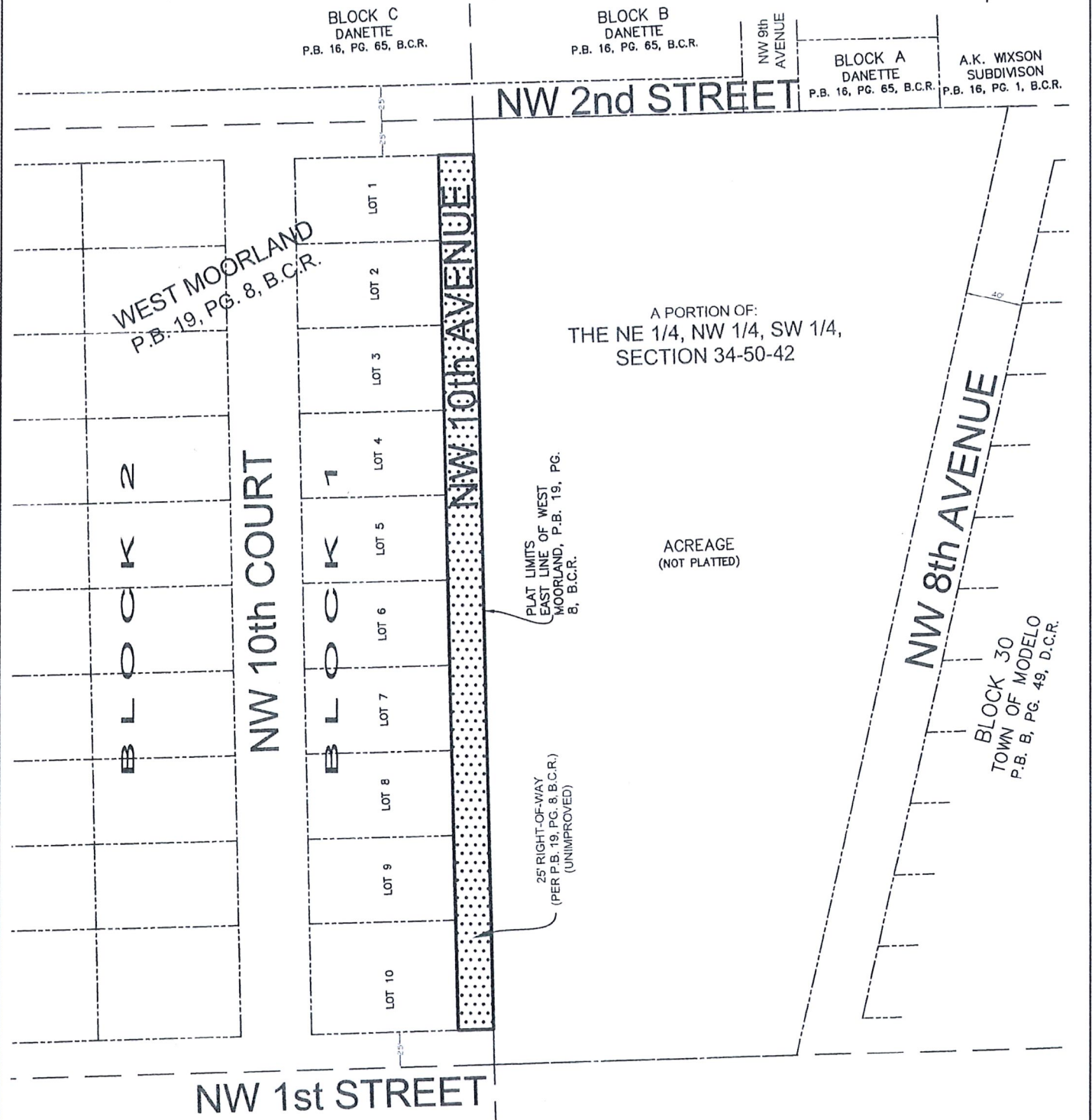
Joshua Rak – Senior Urban Planner/Designer
Bermello Ajamil and Partners

Cc: Eric Brown – City of Dania Beach, Director of Parks & Recreation
Cassi Waren – City of Dania Beach, Assistant Director of Parks & Recreation
Randy Hollingworth – Vice President, Bermello Ajamil and Partners
Kirk J. Olney – Senior Landscape Architect, Bermello Ajamil and Partners

DESCRIPTION:

BEING THE PUBLIC RIGHT-OF-WAY OF NW 10TH AVENUE, A 25.00 FOOT WIDE STRIP OF LAND, LYING EAST OF AND CONTIGUOUS WITH LOTS 1 THROUGH 10, INCLUSIVE, BLOCK ONE (1), AS SHOWN ON THE PLAT OF WEST MOORLAND, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 19, PAGE 8 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; BOUNDED ON THE NORTH BY THE EASTERLY EXTENSION OF THE NORTH LINE OF SAID LOT ONE (1), AND BOUNDED ON THE SOUTH BY THE EASTERLY EXTENSION OF THE SOUTH LINE OF SAID LOT 10.

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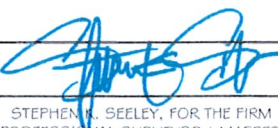


NOTES

THIS IS NOT A SURVEY

B.C.R. = BROWARD COUNTY RECORDS

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REVISION	DATE	BY	SKETCH AND DESCRIPTION		 STEPHEN A. SEELEY, FOR THE FIRM PROFESSIONAL SURVEYOR & MAPPER FLORIDA REGISTRATION NO. 4574	GIBBS LAND SURVEYORS 2131 HOLLYWOOD BOULEVARD, SUITE 204 HOLLYWOOD, FL 33020 (954) 923-7666 LICENSED BUSINESS NO. 7015
			JOB #:	DATE:		
			SCALE:	SHEET:		
			DRAWN BY:	CHECKED BY:		

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 OF FOUR MILLION EIGHT HUNDRED TWENTY ONE THOUSAND FIVE HUNDRED TWENTY DOLLARS (\$4,821,520.00) APPROVED BY THE CITY COMMISSION, TO FUND THE REHABILITATION OF LIFT STATIONS 1, 2 AND 3 PROJECT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.**(FIRST READING)***(Public Services)*

Purchasing Requests ONLY

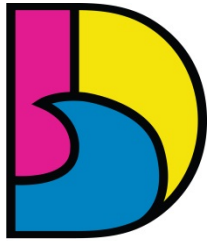
Dept:	Acct #:	Amt:
Fund:		

Fiscal Impact/Cost Summary

--

Exhibits Attached

C-MEMO-\$1M-ORDINANCE-LS1-2-3-FJR1 (002), O-2022- Authorize Expenditure of Funds Exceeding \$1M for Rehabilitation of Lift Stations 1, 2 and 3 Project (ITB 22-026)



DANIA BEACH
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CITY OF DANIA BEACH PUBLIC SERVICES DEPARTMENT

MEMORANDUM

DATE: October 11, 2022

TO: Honorable Mayor and Commissioners

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

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

**RE: EXPENDITURE OF CITY FUNDS TO EXCEED \$1M FOR THE REHABILITATION
OF LIFT STATIONS 1,2, AND 3 PROJECT - FIRST READING**

Request

The Public Services Department (PSD) requests the adoption of an ordinance authorizing the expenditure authorization of City funds that will exceed one million dollars each for the rehabilitation of sanitary sewer lift stations 1, 2, and 3.

Background

The City entered into an agreement with the Florida Division of Emergency Management by Resolution 20-063, to fully refurbish sewer lift stations and add emergency generators to make the sanitary sewer system more resilient. This is particularly important during emergency situations.

On April 27, 2021, the Dania Beach City Commission approved Resolution 2021-056 authorizing the execution of a contract with Kimley Horn and Associates (KHA) to provide engineering design services for nine lift stations. KHA completed the design and secured permits. Invitations to bid were issued on July 29, 2022. On August 31, 2022, the City received responses to ITB-22-026 for the Rehabilitation of Lift Stations 1, 2, and 3 Project, with the lowest bid in the amount of \$4,821,520.00.

According to City Code; Article III, Section II; any agreement, commitment or any other action of any kind, pursuant to which the City shall or may become obligated to expend more than one million dollars (\$1,000,000.00) in any funds available to the City, upon any funds exceeding that amount, shall require commission approval.

Budgetary Impact

Hazard Mitigation Grant Program funds will be appropriated to account number 402-35-28-535-63-10 in the amount of \$3,710,385.00, 25% of which is in the form of a City matching contribution, although this match will likely be waived through the FEMA Global Match program. In addition,

\continued...

REBUDGETING OF CITY FUNDS TO EXCEED \$1M FOR THE REHABILITATION OF LIFT STATIONS 1,2, AND 3 PROJECT - FIRST READING

DANIA BEACH
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the balance required in the amount of \$1,111,135.00 will come from the City's American Rescue Plan Act funds.

Recommendation

It is recommended that the City Commission adopt the attached ordinance to authorize the expenditure of City funds exceeding one million dollars for the Rehabilitation of Lift Stations 1, 2, and 3.

ORDINANCE NO. 2022-031

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 OF FOUR MILLION EIGHT HUNDRED TWENTY ONE THOUSAND FIVE HUNDRED TWENTY DOLLARS (\$4,821,520.00) APPROVED BY THE CITY COMMISSION, TO FUND THE REHABILITATION OF LIFT STATIONS 1, 2 AND 3 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 exceed One Million Dollars (\$1,000,000.00) after two (2) advertised public hearings of the ordinance; and

WHEREAS, the responses to the City-issued Invitation to Bid (“ITB”) No. 22-026 for the “Rehabilitation of Lift Stations 1, 2 and 3 Project exceeds the monetary threshold of \$1,000,000.00; and

WHEREAS, the project expenditure shall not exceed the lowest bid amounts of Four Million Eight Hundred Twenty-One Thousand Five Hundred Twenty Dollars (\$4,821,520.00) for the Rehabilitation of Lift Stations 1, 2 and 3;

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) per project in connection with the Rehabilitation of Lift Stations 1, 2 and 3 Project.

Section 2. That the Hazardous Mitigation Grant Program funds will be appropriated to account number 402-35-28-535-63-10 in the amount of \$3,710,385.00, 25% of which is in the form of a City matching contribution, although this match will likely be waived through the FEMA Global Match Program. In addition, the balance required on the amount of \$1,111,135.00 will come from the City’s American Rescue Act funds.

Section 3. 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 4. That all Ordinances or parts of Ordinances in conflict with the provisions of this Ordinance are repealed.

Section 5. That this Ordinance shall take effect immediately at the time of its passage and adoption.

PASSED on first reading on October 11, 2022.

PASSED AND ADOPTED on second reading on _____, 2022.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

DANIA BEACH HOUSING AUTHORITY
MEMBERSHIP
Friday, September 30, 2022

Name/Address Phone Number	Date Appointed	Term	Mayor Appointment
Rosalind Curry 235 NW 6 th Avenue Dania Beach, FL 33004 954-864-8216 (Cell) rosalind.curry1951@gmail.com	October 9, 2018	November 1, 2018 through October 31, 2022	James
Celeste Oatman 710 SW 2nd Terrace Dania Beach, FL 33004 954-920-4845 954-240-0133 celesteloatman@yahoo.com	June 25, 2019	June 1, 2019 through May 31, 2023	Lewellen
Bob Adams 330 SE 3 rd Terrace Dania Beach, FL 33004 954-925-3958 radams@bcpa.net bobaphoto@aol.com	May 14, 2019	June 1, 2019 through May 31, 2023	Lewellen
Amarilla Ivie Cure 209 NW 14 th Court Dania Beach, FL 33004 954-558-2775 Iviecure44@gmail.com	October 12, 2021	November 1, 2019 through October 31, 2023	James
Luis G. Rimoli 902 Natures Cove Road Dania Beach, FL 33004 954-927-7161 954-478-0653 luis@stagedrightevents.com	October 13, 2020	November 1, 2020 through October 31, 2024	Lewellen
Gail Davison 140 NW 14 th Avenue Dania Beach, FL 33004 954-320-9820 Scott403382@bellsouth.net	April 12, 2022	November 1, 2020 through October 31, 2024	James

**DANIA BEACH HOUSING AUTHORITY
MEMBERSHIP**

Friday, September 30, 2022

Polly Jones Moseley 701 W. Dania Beach Boulevard Apt. 306 Dania Beach, FL 33004 954-534-0940 pollyfuentes@yahoo.com	October 26, 2021	November 1, 2021 through October 31, 2025	James
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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: October 11, 2022

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

The Griffin Road Median Landscape Project continues to progress with clearing of old materials and the planting of new trees from our westernmost point in our City to the 1st median due east of 1-95. By month end, we will be able to provide you a clear time frame for completion and ribbon cutting dates.

The City Hall West Wing Project is complete, and the last details are taking shape. The ribbon cutting ceremony will occur Tuesday, the 25th of October, at 6:00 p.m.

The rescheduling of the AFSCME ratification ceremony will take place on Tuesday, the 25th of October, at 5:30 p.m.

The week of September 19th, I was in communication with our Chief Finance Officer regarding affordable housing. We will be working with our Deputy City Manager, Procurement Manager, and CRA Director to put a draft RFP together to work with a Developer/ Builder to assess all City/ CRA properties for possible housing opportunities.

Pier Refurbishing Project

1. Began Q1 of 2022.
2. Project is about 35% complete.

a) To date, we have done 4 expansion joint restorations and 13 concrete closure pours in those expansion joints as well as some concrete restoration of steel rebar chairs on the underside of the restaurant.

b) Boards and railing sections have been replaced on the north and south sides of the pier from the entrance of the pier to bent 19.

c) Board/railing sections replacement will continue replacing boards until bent 22 (near the east end of the pier) to be followed by board replacement along the center section.

d) After (c) above the “T” platform at the end (east tip) of the pier will be replaced, followed by the continuation of expansion joint rehabs (total of about 87 concrete closure pours)

e) Replacement of the decking on the entrance ramp of the pier will follow the “T – platform” completion, to be followed by restoration of any cracks and concrete spalling that is observed on the underside of the pier.

f) Any concrete piles which need restoration will be addressed last. As of now, at least one pile will require a pile jacket for structural reinforcement.

3. Expected completion in Q3 2023.

SE Drainage Project costs \$15 million, and we separated the project into (2) Phases, Phase I and Phase II (construction phase).

Below are the next steps for Phase I of the SE Drainage Project:

1) The cost of Phase I is about \$7.5 million. We are in the process of getting a funding agreement with Broward County.

2) Once we have the construction funding, we will be able to advertise the project.

3) Once we advertise the project, we will be to accept the bids and will award the contract to the contractor.

4) We are hoping to start the construction before January 1st, 2023.

We are looking at various options to promote the City, expose our brand, inform and communicate to our residents and visitors and at the safe time keep our City cleaner and more beautiful. Deputy Manager Sosa-Cruz and I met with one of the owners of Look Advertising to discuss their product as it achieves all the above. It's a sole source and we look forward to receiving all the details we need to perhaps engage in a pilot program.

On October the 7th, I was a speaker at the PEA Luncheon. My presentation/ speech was “The Renaissance of Dania Beach”. I enjoyed communicating our story of working successfully together.

The week of October the 10th will be very busy, but also extremely exciting as we continue to promote our City and bring the priorities of your adopted Strategic Plan to fruition. Wednesday, the 12th of October, at 5:30 p.m., we will celebrate the groundbreaking of CW Thomas Park! We will be investing \$18 million dollars and turn this Park into a State of the Art facility for all ages. On Thursday, the 13th of October, at 5:00 p.m., we will host the Mayor's State of the City address at the Marriott in beautiful Dania Pointe. This will be another great opportunity to get the word out and promote the remarkable initiatives, programs and the successes of Dania Beach.

On October the 22nd from noon- 4:00 p.m., we will be hosting our 1st annual employee picnic and family gathering celebration. Deputy Manager Candido Sosa- Cruz, Chief HR Officer Linda Gonzalez, and our Chief of Staff Máxine Singh are working closely with our host committee and Vice-Mayor Marco Salvino as we commence the new fiscal year in gratitude mode, celebrating Team Dania Beach.

The week of September 18th to the 21st, I attended the ICMA 2022 Conference. As a Credentialed Professional Manager, I am committed to ongoing professional development. Additionally, I am very proud to say that our Deputy Manager attended the Conference virtually. We in Dania Beach are 1 of 6 Cities in Broward and Miami Dade that both the Manager and the Deputy Manager are Certified Professional Managers. This conference is invaluable and provides so many opportunities for our City. The benefits are truly endless.

The Culture in our City promoted by our commitment to RISE, along with your support, is paramount to the success of our City. At the end of the day, the investment in our people greatly contributes to the Excellence we are providing in all areas of municipal services.