AGENDA
DANIA BEACH CITY COMMISSION
HYBRID REGULAR MEETING
MONDAY, NOVEMBER 21, 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. HR presentation

2. Special Event request from Marina84 Sports Bar & Grill to host "Marina 84 Bike Night" every Wednesday beginning January 4, 2023, through Wednesday, December 27, 2023, to be held at 2440 West State Road 84, from 5:00 p.m. – 11:00 p.m. *(Community Development)*

3. Special Event request from Dania Live 1748 and Dania Live II 1748, LLC to host "Dania Pointe Annual Events 2023" beginning January 1, 2023 through December 31, 2023, to be held at various locations throughout Dania Pointe *(Community Development)*

4. Special Event request from Dania Entertainment Center to host "The Florida Mega Market" to be held at 301 E. Dania Beach Boulevard on December 17, 2022, from 11:00 a.m. – 6:00 p.m. *(Community Development)*

5. Special Event request from City of Dania Beach and the Dania Beach Lions Club for the 16th Annual Dania Beach Vintage Motorcycle Show to be held at Frost Park, 300 N.E. 2nd Street, on January 28, 2023 from 5:00 a.m. - 4:00 p.m. *(Parks & Recreation)*

6. Special Event request from Ravenswood Management Association to host a "Community Yard Sale" to be held at 2121 SW 53 Court beginning Friday, November 25, 2022 through Sunday, November 27, 2022 from 7:00 a.m. - 7:00 p.m. *(Community Development)*

4. PROCLAMATIONS

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 October 25, 2022 City Commission Hybrid Meeting

2. Travel Requests: None

3. RESOLUTION NO. 2022-166

   A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH WESTWAY TOWING, INC. FOR TOWING SERVICES IN THE CITY OF DANIA

BEACH; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(City Attorney)*

4. RESOLUTION NO. 2022-167

   A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE THE CONSENT TO RENEW LETTER ISSUED BY BROWARD COUNTY, WHICH LETTER AUTHORIZES THE FIRST OF TWO FIVE-YEAR EXTENSIONS OF THE EXISTING INTERLOCAL AGREEMENT WITH BROWARD COUNTY FOR USE OF THE COUNTY'S TEMPORARY DEBRIS MANAGEMENT SITES AND OTHER RELATED SERVICES, WHICH AGREEMENT IS SET TO EXPIRE ON NOVEMBER 30, 2022; PROVIDING FOR CONFLICTS; FURTHER PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

5. RESOLUTION NO. 2022-168

   A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO PURCHASE FOUR (4) FORD VEHICLES FOR THE PUBLIC SERVICES DEPARTMENT, IN AN AMOUNT OF TWO HUNDRED THOUSAND FOUR HUNDRED TWENTY-NINE DOLLARS ($200,429.00), WITHOUT COMPETITIVE BIDDING AND WITHOUT ADVERTISEMENT FOR BIDS, BY UTILIZING THE PRICING UNDER THE FLORIDA SHERIFFS ASSOCIATION ("FSA") CONTRACT FSA22-VEL30; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

6. RESOLUTION NO. 2022-169

   A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING THE AGREEMENT BETWEEN THE CITY AND THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY TO REVISE SECTION 15 OF THE AGREEMENT FOR THE STORMWATER MASTERPLAN PROJECT TO PROVIDE A QUICK RESOLUTION OF CITIZEN COMPLAINTS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

7. RESOLUTION NO. 2022-170

   A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF DANIA BEACH AND THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR GRANT FUNDS IN THE AMOUNT OF THREE HUNDRED SEVENTY-FIVE THOUSAND DOLLARS

($375,000.00) FOR THE SW 37TH TERRACE STORMWATER IMPROVEMENT PROJECT; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

8. RESOLUTION NO. 2022-171

   A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF DANIA BEACH AND THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR GRANT FUNDS IN THE AMOUNT OF THREE HUNDRED FIFTY THOUSAND DOLLARS ($350,000.00) FOR THE SW 54TH COURT STORMWATER IMPROVEMENT PROJECT; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

9. RESOLUTION NO. 2022-172

   A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF DANIA BEACH AND THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT FOR GRANT FUNDS IN THE AMOUNT OF SEVENTY-FIVE THOUSAND DOLLARS ($75,000.00) FOR THE CREATION OF A WATERSHED MASTER PLAN; PROVIDING FOR CONFLICTS; FURTHER PROVIDING FOR AN EFFECTIVE DATE. *(Community Development)*

10. RESOLUTION NO. 2022-173

    A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE THE FLORIDA DEPARTMENT OF TRANSPORTATION ("FDOT") DISTRICT FOUR UTILITY WORK BY HIGHWAY CONTRACTOR AGREEMENT TO ADJUST MANHOLES AND VALVE BOXES ALONG SR A1A/DANIA BEACH BOULEVARD FROM SR-5/US-1 TO GULFSTREAM ROAD; AUTHORIZING THE USE OF SEWER UTILITY CONTINGENCY FUNDS IN THE AMOUNT OF SEVENTY ONE THOUSAND FORTY DOLLARS ($71,040.00), AND THE WATER DISTRIBUTION FUNDS IN THE AMOUNT OF TWENTY THREE THOUSAND FORTY DOLLARS ($23,040.00) TO ISSUE THE REQUIRED SURETY/SECURITY DEPOSIT FOR THE TOTAL AMOUNT OF NINETY-FOUR THOUSAND EIGHTY DOLLARS ($94,080.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

11. RESOLUTION NO. 2022-174

    A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH,

FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE THE FIRST AMENDMENT AND RENEWAL TO THE AGREEMENT BETWEEN THE CITY OF DANIA BEACH, FLORIDA, AND CENTURION SECURITY GROUP, LLC, FOR SERVICES RELATED TO SECURITY PATROL SERVICES AS DESCRIBED WITHIN THE CITY OF DANIA BEACH REQUEST FOR PROPOSALS ("RFP") NO. 21-018, AUTHORIZING A $4.81 INCREASE IN THE HOURLY RATE FOR ARMED GUARD SERVICES; PROVIDING FOR CONFLICTS; FURTHER, AND PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

12. RESOLUTION NO. 2022-175

    A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE CITY CLERK TO RECORD WITH BROWARD COUNTY THE CITY'S OFFICIAL RIGHT-OF-WAY MAP INDICATING ALL OF THE CITY-OWNED PUBLIC RIGHTS-OF-WAY, WHICH MAP IS IDENTIFIED IN ATTACHED EXHIBIT "A" AND IS INCORPORATED BY REFERENCE INTO THIS RESOLUTION; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(City Attorney)*

13. RESOLUTON NO. 2022-176

    A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, PROVIDING FOR APPROPRIATION OF FUNDS FOR FISCAL YEAR 2021-2022; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Finance)*

14. RESOLUTION NO. 2022-177

    A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO ENTER INTO A MASTER RESEARCH AGREEMENT BETWEEN THE CITY OF DANIA BEACH AND FLORIDA ATLANTIC UNIVERSITY FOR THE CREATION OF A WATERSHED MASTER PLAN IN AN AMOUNT NOT TO EXCEED ONE HUNDRED THOUSAND DOLLARS ($100,000.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Community Development)*

8. BIDS AND REQUESTS FOR PROPOSALS

1. RESOLUTION NO. 2022-178

   A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE AWARD OF INVITATION TO BID ("ITB") NO.

22-025, ENTITLED "REPAIRS TO HISTORIC NYBERG-SWANSON HOUSE AND WOMEN'S CLUB BUILDINGS" TO PERSONS SERVICES CORP. IN AN AMOUNT NOT TO EXCEED THIRTY-NINE THOUSAND SIX HUNDRED TWO DOLLARS AND FIFTY CENTS ($39,602.50); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

9. PUBLIC HEARINGS

1. RESOLUTION NO. 2022-179

   A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE SITE PLAN MODIFICATION (SP-035-20MOD) FOR PROPERTY OWNER PRH-DANIA BEACH, LLC, FOR PROPERTY LOCATED AT 901 E. DANIA BEACH BOULEVARD IN THE CITY OF DANIA BEACH, FLORIDA, AS LEGALLY DESCRIBED IN EXHIBIT "A", A COPY OF WHICH IS ATTACHED TO THIS RESOLUTION; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Community Development)*

2. RESOLUTION NO. 2022-180 ***THIS ITEM TO BE CONTINUED***

   A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE HILTON EMBASSY SUITES SITE PLAN (SP-36-19), DESIGN VARIATIONS (OT-13-20, OT-14-20 AND OT-15-20) AND VARIANCES (VA-11-20 AND VA-12-20), FOR PROPERTY OWNER B&JMC DANIA PLAZA, LLC, WHOSE PROPERTY IS LOCATED AT 233 N. FEDERAL HIGHWAY IN THE CITY OF DANIA BEACH, FLORIDA, AS LEGALLY DESCRIBED IN EXHIBIT "A," A COPY OF WHICH IS ATTACHED TO THIS RESOLUTION; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Community Development)*

10. DISCUSSION AND POSSIBLE ACTION

1. Review and approve City Commission meeting dates for 2023 - City Clerk

11. COMMISSION COMMENTS

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

5. Mayor

12. APPOINTMENTS

1. Education Advisory Board
   Mayor Ryan - 1 appointment
   Vice-Mayor Lewellen - 1 appointment

2. Green Advisory Board
   Mayor Ryan - 1 appointment
   Vice-Mayor Lewellen - 1 appointment

3. Marine Advisory Board
   Mayor Ryan - 1 appointment
   Vice-Mayor Lewellen - 1 appointment

4. Parks, Recreation and Community Affairs Advisory Board
   Mayor Ryan - 1 appointment
   Vice-Mayor Lewellen - 1 appointment

5. Planning & Zoning Board
   Mayor Ryan - 1 appointment
   Vice-Mayor Lewellen - 1 appointment
   Commissioner Davis - 1 appointment
   Commissioner James - 1 appointment
   Commissioner Salvino - 1 appointment
   2 Alternate Appointments

13. ADMINISTRATIVE REPORTS

1. City Manager

2. City Attorney

   a. Proposed Interlocal Agreement regarding Airport
   b. Discussion on possible Bryan Road Public Park
   c. Introduction of Jon Gurney, Assistant City Attorney

3. City Clerk - Reminders

Tuesday, December 13, 2022 - 5:30 p.m.	CRA Board Meeting
Tuesday, December 13, 2022 - 7:00 p.m.	City Commission Meeting
Tuesday, January 10, 2023 - 5:30 p.m.	CRA Board Meeting
Tuesday, January 10, 2023 - 7:00 p.m.	City Commission Meeting

Tuesday, January 24, 2023 - 7:00 p.m. City Commission Meeting

14. ADJOURNMENT

CITY OF DANIA BEACH CITY COMMISSION MEETING
NOVEMBER 21, 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
November 21, 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 Marina84 Sports Bar & Grill to host "Marina 84 Bike Night" every Wednesday beginning January 4, 2023, through Wednesday, December 27, 2023, to be held at 2440 West State Road 84, from 5:00 p.m. – 11:00 p.m.

Purchasing Requests ONLY		
Dept:	Acct #:	Amt:
Fund:		

Fiscal Impact/Cost Summary

Exhibits Attached
Marina 84 Annual Bike Night Special Event Memo, Marina 84 Permit Application 2023

CITY OF DANIA BEACH
COMMUNITY DEVELOPMENT DEPARTMENT

MEMORANDUM

DATE: November 9, 2022

TO: Honorable Mayor and Commissioners

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

VIA: Candido Sosa- Cruz, Deputy City Manager Candido Sosa-Cruz Digitally signed by Candido Sosa-Cruz Date: 2022.10.31 13:06:53 -04'00'
Eleanor Norena, CFM, Community Development Director Eleanor Norena, CFM

RE: Special Events Application Request from Rajiv Pandey to host a "Marina 84 Annual Bike Night" scheduled for every Wednesday beginning January 5, 2023, through December 28, 2023.

Request

A Special Event approval is being requested by Rajiv Pandey on behalf of Tropical Paradise Resort LLC, to host "Marina 84 Bike Night" every Wednesday evening beginning January 5, 2023, through December 28, 2023 from 5:00pm- 11:00 pm.

Background

This proposed event is a re-occurring event on private property located at 2440 West State Road 84, Marina 84 Sports Bar & Grill, every Wednesday night for the year of 2023. This event was approved last year by City Commission and the Community Development Department has not received any objects to this event from the surrounding property owners. This event utilizes a DJ and sound system on the private patio and parking lot of the existing restaurant and hotel. The event organizer will hire a BSO detail to attend all the proposed events in their entirety as they have done in the past.

Budgetary Impact

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

Recommendation

The Community Development Department has not received any complaints regarding these events held this year and is recommending the City Commission approve the special events application request in whole.

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.	BSO detail deputies will be required.

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: Marina84 Bike Night

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 X No

Is your event located on the beach? ____ Yes X No

Location: 2440 WEST STATE ROAD 84 33312

Expected maximum attendance 250 Expected sustained attendance 250

Has this event been held in the past? ____ Yes X No

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

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

DJ only in Marina84 Private Patio. Marina84 is applying for permit for

January 4th 2023 thru December 27th 2023 for Wednesday only

For the hours of 5 pm to 11:00pm

Date and Time:	**DATE**	**DAY**	**BEGIN**	**END**	**Attendance**
SETUP:		Wednesday	5PM AM/PM	11: 00 AM/PM	250
EVENT DAY 1:	01/05/2023	Wednesday	5pm AM/PM	11:00 AM/PM	250
EVENT DAY 2:	thur 12/28/23	wednesday	5pm AM/PM	11:00 AM/PM	250
EVENT DAY 3:			AM/PM	AM/PM	
BREAKDOWN:			AM/PM	AM/PM	

PART II: APPLICANT

Organization Name Marina84 Sports Bar & Grill Name of Authorized Signatory Rajiv Pandey
For-Profit Non-Profit Private (as registered in Sunbiz)

Address: 2440 W. St. Rd. 84 City, State, Zip: Ft. Lauderdale Fl 33312

Date of registration: 4/20/21 State registered in: FL Federal ID #352614805

Email Address: Rpandey@kantigroup.com Phone: 954-734-2424

Event Coordinator Name Rajiv Pandey Phone: 954-734-2424

Title: Owner Phone: _____ Cell: 305-401-1069

Email address: Rpandey@kantigroup.com Fax: _____

Additional Contact Name Becky Jaime Will you be on site? x ____ Yes ____ No

Title: Dir. of Operations Phone: 954-734-2424 Cell: 786-441-6767

Email address: Bjaime@kantigroup.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.

Admission/Registration ____ Yes x ____ No If yes, how much? $_____

Alcohol for Sale ____Yes x ____ No **Alcohol for Fee** ____ Yes x ____ 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 x ___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 X No **Generator** ____ Yes X No **Amount of Kilowatts** _____
Events requiring electricity must be permitted.
Company: _____ License #:_____

Name of Electrician: _____ Phone: _____

Entertainment X Yes ____ No
If yes, what type of entertainment will be there? Any notable documents?

Fencing or Barricades ____ Yes X No
Include proposed fences in your Site Plan & Narrative

Fireworks & Flame Effects ____ Yes X No
Name & Contact of Company conducting the show: _____
A permit and Fire Watch is required for all pyrotechnics displays.

Food Vendors _____ Yes X No **Food Trucks** _____ Yes X 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 X 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 X 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 X 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 X 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.):
Speakers & Turntable

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

Days and times music will be played: _____

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 X ____ 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 X ____ No If yes, define Closure(s)_____

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

Sanitation & Waste
Will the event encourage Recycling and Sustainability? X ____ 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 X ___ Yes ____ No

Name BSO - Special Detail Phone (954)321-4432
Security companies and their plans must be approved, and you may still be required to hire BSO Police.

Security Company _____ Contact Zeinna Cox Phone954)321-4432

Tents or Canopies ____ Yes X ____ 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? _____

Company Name _____ 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 X ____ 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 X ____ 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.

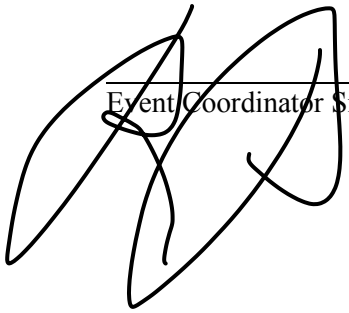
PART VI: SUBMISSION

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



Event Coordinator Signature

08/24/2022

Date

Good night.
Great savings.

RODEWAY INN
BY CHOICE HOTELS

08-24-22

Name – RAJIV PANDEY

Title - GENENERAL MANAGER
Company Name – MARINA 84 RESTAURANT
Street Address – 2440 STATE ROAD 84
City, ST Zip Code – CITY OF DANIA BEACH, FL. 33312

Salutation: To whom it may concern:

This letter to be presented to the City of Dania Beach with the purpose of acquiring a permit for the event to take place in the MARINA 84 RESTAURANT in the front patio and parking lot, will serve as a confirmation that we allow the manager of Marina 84 Rajiv Pandey to have such event.

If you have any question, please contact me as the Managing Member of the Tropical Paradise Resort LLC. DBA Rodeway Inn and Suite

My Name is: Marcos Fintz
My Cell Number is: 954-557-0323

Thank you for your cooperation.

Yours Truly:

Marcos Fintz Managing Member

Road 84
W State Road
PARKING LOT
Marina 84 Sports
Bar & Grill

NO PARKING

police billing proof

Customer	Name	Unit	Acctg Date	Item ID	Entry Type	Amount
00010244	Marina 84 Sports Bar & Grill, LLC	SP603	10/15/2021	1593029	IN	208.000
00010244	Marina 84 Sports Bar & Grill, LLC	SP603	10/21/2021	1593029	PY	-208.000
00010244	Marina 84 Sports Bar & Grill, LLC	SP603	1/27/2022	1629092DB	IN	216.000
00010244	Marina 84 Sports Bar & Grill, LLC	SP603	2/24/2022	1629092DB	PY	-216.000
00010244	Marina 84 Sports Bar & Grill, LLC	SP603	2/9/2022	1629094DB	IN	216.000
00010244	Marina 84 Sports Bar & Grill, LLC	SP603	2/24/2022	1629094DB	PY	-216.000
00010244	Marina 84 Sports Bar & Grill, LLC	SP603	5/7/2022	2002681	IN	216.000
00010244	Marina 84 Sports Bar & Grill, LLC	SP603	6/6/2022	2002681	PY	-216.000
00010244	Marina 84 Sports Bar & Grill, LLC	SP603	6/2/2022	2003654	IN	216.000
00010244	Marina 84 Sports Bar & Grill, LLC	SP603	7/25/2022	2003654	PY	-216.000
00010244	Marina 84 Sports Bar & Grill, LLC	SP603	1/26/2022	2019365	IN	216.000
00010244	Marina 84 Sports Bar & Grill, LLC	SP603	2/24/2022	2019365	PY	-216.000
00010244	Marina 84 Sports Bar & Grill, LLC	SP603	6/22/2021	2028708	IN	156.000
00010244	Marina 84 Sports Bar & Grill, LLC	SP603	6/25/2021	2028708	PY	-156.000
00010244	Marina 84 Sports Bar & Grill, LLC	SP603	6/26/2021	2028710	IN	208.000
00010244	Marina 84 Sports Bar & Grill, LLC	SP603	6/30/2021	2028710	PY	-208.000
00010244	Marina 84 Sports Bar & Grill, LLC	SP603	6/29/2021	2028711	IN	208.000
00010244	Marina 84 Sports Bar & Grill, LLC	SP603	6/30/2021	2028711	PY	-208.000
00010244	Marina 84 Sports Bar & Grill, LLC	SP603	7/20/2021	2028766	IN	156.000
00010244	Marina 84 Sports Bar & Grill, LLC	SP603	7/22/2021	2028766	PY	-156.000
00010244	Marina 84 Sports Bar & Grill, LLC	SP603	3/8/2022	2029156	IN	162.000
00010244	Marina 84 Sports Bar & Grill, LLC	SP603	4/11/2022	2029156	PY	-162.000
00010244	Marina 84 Sports Bar & Grill, LLC	SP603	3/8/2022	2029157	IN	216.000
00010244	Marina 84 Sports Bar & Grill, LLC	SP603	4/11/2022	2029157	PY	-216.000
00010244	Marina 84 Sports Bar & Grill, LLC	SP603	4/21/2022	2029160	IN	216.000
00010244	Marina 84 Sports Bar & Grill, LLC	SP603	6/6/2022	2029160	PY	-216.000
00010244	Marina 84 Sports Bar & Grill, LLC	SP603	4/21/2022	2029161	IN	216.000
00010244	Marina 84 Sports Bar & Grill, LLC	SP603	6/6/2022	2029161	PY	-216.000
00010244	Marina 84 Sports Bar & Grill, LLC	SP603	5/10/2022	2029162	IN	216.000
00010244	Marina 84 Sports Bar & Grill, LLC	SP603	6/6/2022	2029162	PY	-216.000
00010244	Marina 84 Sports Bar & Grill, LLC	SP603	4/9/2022	2031226	IN	216.000
00010244	Marina 84 Sports Bar & Grill, LLC	SP603	6/6/2022	2031226	PY	-216.000
00010244	Marina 84 Sports Bar & Grill, LLC	SP603	4/20/2022	2031676	IN	216.000
00010244	Marina 84 Sports Bar & Grill, LLC	SP603	6/6/2022	2031676	PY	-216.000
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00010244	Marina 84 Sports Bar & Grill, LLC	SP603	6/6/2022	2032046	PY	-216.000
00010244	Marina 84 Sports Bar & Grill, LLC	SP603	6/18/2022	2032056	IN	216.000
00010244	Marina 84 Sports Bar & Grill, LLC	SP603	7/25/2022	2032056	PY	-216.000
00010244	Marina 84 Sports Bar & Grill, LLC	SP603	6/18/2022	2032057	IN	216.000
00010244	Marina 84 Sports Bar & Grill, LLC	SP603	7/25/2022	2032057	PY	-216.000
00010244	Marina 84 Sports Bar & Grill, LLC	SP603	9/11/2021	2043957	IN	208.000
00010244	Marina 84 Sports Bar & Grill, LLC	SP603	9/2/2021	2043957	PY	-208.000
00010244	Marina 84 Sports Bar & Grill, LLC	SP603	9/18/2021	2043958	IN	156.000
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00010244	Marina 84 Sports Bar & Grill, LLC	SP603	4/11/2022	2045658	PY	-216.000
00010244	Marina 84 Sports Bar & Grill, LLC	SP603	7/20/2021	2047803	IN	156.000
00010244	Marina 84 Sports Bar & Grill, LLC	SP603	7/22/2021	2047803	PY	-156.000
00010244	Marina 84 Sports Bar & Grill, LLC	SP603	11/24/2021	2047804PR1	IN	129.000
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00010244	Marina 84 Sports Bar & Grill, LLC	SP603	3/22/2022	2103826	IN	216.000
00010244	Marina 84 Sports Bar & Grill, LLC	SP603	4/11/2022	2103826	PY	-216.000
00010244	Marina 84 Sports Bar & Grill, LLC	SP603	3/23/2022	2108753	IN	216.000
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00010244	Marina 84 Sports Bar & Grill, LLC	SP603	3/23/2022	2108757	IN	216.000
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00010244	Marina 84 Sports Bar & Grill, LLC	SP603	7/2/2022	2109006	IN	216.000
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00010244	Marina 84 Sports Bar & Grill, LLC	SP603	10/27/2021	2110627	IN	208.000
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						0.000
00010244	Marina 84 Sports Bar & Grill, LLC	SP603	7/30/2022	2109017	IN	216.000
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00010244	Marina 84 Sports Bar & Grill, LLC	SP603	8/17/2022	2009681	IN	216.000
00010244	Marina 84 Sports Bar & Grill, LLC	SP603	8/13/2022	2125252	IN	216.000
00010244	Marina 84 Sports Bar & Grill, LLC	SP603	8/13/2022	2125253	IN	216.000
00010244	Marina 84 Sports Bar & Grill, LLC	SP603	7/30/2022	2125426	IN	216.000
						1296.000

Unit	Deposit ID	Seq	Payment ID	Acctg Date	Entry	Currency
SP603	10121	4	35467541	7/25/2022	-1,512.00	USD
SP603	10039	3	35013243	6/6/2022	-2,376.00	USD
SP603	9938	2	34505213	4/11/2022	-1,890.00	USD
SP603	9852	1	34067092	2/24/2022	-648	USD
SP603	9782	3	33804323	1/24/2022	-2,209.00	USD
SP603	9727	1	071000287013320	12/20/2021	-832	USD
SP603	9635	3	32739767/592466	10/21/2021	-208	USD
SP603	9625	8	32739767	10/13/2021	-364	USD
SP603	9589	5	32739767	9/28/2021	-416	USD
SP603	9567	2	32739767	9/20/2021	-156	USD
SP603	9566	1	32592466	9/2/2021	-208	USD
SP603	9461	6	32021098	7/22/2021	-312	USD
SP603	9425	8	1964389/1891753	6/30/2021	-416	USD
SP603	9398	6	31891753	6/25/2021	-312	USD
			Payment Received Total		-11,859.00	

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 and Dania Live II 1748, LLC to host "Dania Pointe Annual Events 2023" beginning January 1, 2023 through December 31, 2023, to be held at various locations throughout Dania Pointe

Purchasing Requests ONLY		
Dept:	Acct #:	Amt:
Fund:		

Fiscal Impact/Cost Summary

Exhibits Attached
Dania Pointe Annual Events Memo_, Dania Pointe Annual Special Events Application 22-23, DANIA POINTE 2023 EVENT PROGRAM SCHEDULE

CITY OF DANIA BEACH
COMMUNITY DEVELOPMENT DEPARTMENT
MEMORANDUM

DATE: November 9, 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: 2022.10.31 13:07:51 -04'00'
Eleanor Norena, CFM

RE: Special Events Application Request from Emily Wise to present the Dania Pointe Event Program beginning January 1, 2023, through December 31, 2023.

Request

A Special Event approval is being requested by Emily Wise on behalf of Dania Live LLC to host multiple events through-out the year beginning January 1, 2023, through December 31, 2023.

Background

The proposed events are to be held at various locations through-out the Dania Pointe shopping center. These weekly events include live entertainment, music and strolling performers which will take place every Friday from 6pm to 10pm; Saturdays from 1pm to 10pm and Sundays from 2pm to 6pm. Dania Pointe is also proposing a Wellness Wednesday that includes Yoga, Zumba and Aromatherapy; every Wednesday between 6pm and 7pm.

Other proposed holiday and seasonal themed events located in the Lawn Area:

- **Holiday Artesian Market** every 2nd and 4th Friday from 5pm to 10pm beginning November 25th until December 23rd;
- **Snow at Dania Pointe** every Friday and Saturday night from 7pm -7:30pm starting November 24th until December 22nd;
- **Real Snowman** every Saturday and Sunday at 12pm beginning November 25th until December 17th;
- **Spring Bubble Bash** every Saturday and Sunday from 2pm to 7pm beginning April 1st until April 9th;
- **Summer Bubble Bash** every Saturday and Sunday from 2pm to 7pm beginning June 17th until September 4th

All reoccurring events will be set up between one to three hours before each event start time and will be taken down within three hours post event time.

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.

Department Review:	**Comments:**
BSO Fire: Fire Prevention	No concerns raised
Building Official	No concerns raised
City Attorney	No concerns raised
Code Enforcement	No concerns raise
Planning & Zoning	No concerns raised
Hr/ Risk Mgmt-	No concerns raised
Parks & Recreation	No concerns raised
Public Services	No concerns raised
BSO Police Dept.	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: Dania Pointe Event Programming (September 1, 2022 - December 31, 2023)

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: Dania Pointe - various locations (see attached documentation)

Expected maximum attendance _____ Expected sustained attendance _____ (Flow of pedestrian traffic)

Has this event been held in the past? ☑ Yes ☑ No

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

All events with the exception of the 5K, Food and Wine Festival and Exotic Car show have taken place at Dania Pointe in the past

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

Live entertainment (music and strolling performers) will take place every Friday from 6-10PM, Saturdays from 1-5PM and 6-10PM, and Sundays from 2PM - 6PM

Starting the Friday after Thanksgiving, the holiday artisan market will take place every Friday until 12/23. These events will replace regular Night Market for the month of December.

Other events as listed on attached documentation (Wellness Wednesday, Cultural Saturday, Family Sunday, 5K, etc..)

Date and Time:	**DATE**	**DAY**	**BEGIN**	**END**	**Attendance**
SETUP:	_____	_____	_____AM/PM	_____AM/PM	_____
EVENT DAY 1:	_____	_____	_____AM/PM	_____AM/PM	_____
EVENT DAY 2:	_____	_____	_____AM/PM	_____AM/PM	_____
EVENT DAY 3:	_____	_____	_____AM/PM	_____AM/PM	_____
BREAKDOWN:	_____	_____	_____AM/PM	_____AM/PM	_____

All recurring events will be setup between 1-3 hours before each event start time (as listed in documentation attached) and will be taken down within 3 hours post event time.

PART II: APPLICANT

Organization Name Dania Live 1748 and Dania Live II, 1748, LLC Name of Authorized Signatory Maynel Alvarez-Requejo
For-Profit Non-Profit Private (as registered in Sunbiz)

Address: 139 S 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 # 47-1854516 and 83-1056186

Email Address: malvarez@kimcorealty.com Phone: 9549984773

Event Coordinator Name Maynel Alvarez-Requejo Phone: 9549984773

Title: Director of Lifestyle Marketing Phone: 9549984773 Cell: _____

Email address: malvarez@kimcorealty.com Fax: _____

Additional Contact Name Emily Wise Will you be on site? ☑ Yes ☐ No

Title: Marketing Manager Phone: 9548929029 Cell: _____

Email address: ewise@kimcorealty.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.):
Live musicians (soloists, duos, trios) and DJ's
List the type of equipment you will use (speakers, amplifier, drums, etc.):
Speakers, amplifier, handheld instruments (ex. drums, saxophones)

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

Days and times music will be played: Various (see attached documentation)

How close is the event to the nearest residence? .25 miles
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 On-site security Phone 7867143378
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 7867143378

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? 20-30 (10' x 10' tents for Night Market / Holiday Artisan Market events)

Company Name Dania Pointe Contact Maynel Alvarez-Requejo Phone 3057736709
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

Maynel Alvarez-Reguejo
Event Coordinator Signature

8/29/2022
Date

DANIA POINTE 2023 EVENT PROGRAM SCHEDULE

Event / Program	Center Location	Time
Live Music - performer(s)	**Lawn Area**	Fri 6 PM - 10 PM Sun 12 - 4 PM
Live Music - DJ's	**Lawn Area**	Fri 6 PM - 10 PM Sun 12 - 4 PM
Themed Performers (fire dancers, cultural performers, etc.)	**Lawn Area**	Varies by day
Wellness Wednesdays (Yoga, Zumba, aromatherapy, etc.)	**Lawn Area**	Every Wednesday 6PM and 7PM
Cultural Saturdays (dancers, performances, live music, etc)	**Lawn Area**	Every Saturday 6PM - 10PM
Family Sundays (Family Picnics & Lawn Games)	**Lawn Area**	Every Sunday 12PM - 4PM
Lawn Library Program (Give a book / take a book)	**Lawn Area**	OPEN 24/7
Night Market (2nd and 4th Sunday of every month through November. 1st, 2nd and 3rd Friday in December)	**Lawn Areas and Lawn/Fountain Area**	2nd and 4th Fri 5PM - 10PM
Snow at Dania Pointe (Fri-Sun Nov. 24 - Dec. 22)	**Lawn Area**	Fri - Sun 7PM - 7:30PM
Real SnowMan (every Saturday and Sunday from Nov. 25 - Dec. 17)	**Lawn Area**	Sat & Sun starting at 12 PM
Dania Pointe Food and Wine Festival	**Entertainment District of Dania Pointe** (N. Compass Way across from the Mariott)	TBD
Dania Pointe 5K (5k race throughout the property)	Beginning / ending at Dania Pointe lawn along with streets throughout the property and city	TBD
Spring Bubble Bash (every Saturday and Sunday from Apr 1 - Apr 9)	**Lawn Area**	April 1 - April 9 Sat & Sun 2PM - 7PM
Summer Bubble Bash (every Saturday and Sunday from Jun 17 - Sep 4)	**Lawn Area**	Jun 17 - Sep 4 Sat & Sun 2PM - 7PM
Dania Pointe Exotic Car Show	**Multiple Parking Lots throughout the property**	Nov 13, 2022 7AM - 5PM

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 Entertainment Center to host " The Florida Mega Market" to be held at 301 E. Dania Beach Boulevard on December 17, 2022, from 11:00 a.m. – 6:00 p.m.

Purchasing Requests ONLY		
Dept:	Acct #:	Amt:
Fund:		

Fiscal Impact/Cost Summary

Exhibits Attached
The Florida Mega Market at Dania Casino - Memo_, The Florida Mega Market - Special Event Application, Florida Mega Market - Site Plan

CITY OF DANIA BEACH
COMMUNITY DEVELOPMENT DEPARTMENT

MEMORANDUM

DATE: November 9, 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: 2022.10.31 13:07:24 -04'00'
Eleanor Norena, CFM

RE: Special Events Application Request from Joe Eshkenazi to host a "The Florida Mega Market" scheduled for Saturday, December 17, 2022.

Request

A Special Event approval is being requested by Joe Eshkenazi behalf of Dania Entertainment Center, to host "The Florida Mega Market" Saturday, December 17, 2022, from 11:00am- 6:00 pm.

Background

The requested event is proposed to be held at the Casino at Dania Beach located at 301 E. Dania Beach Blvd, Dania Beach, FL. This event will be a marketplace (flea market) with up to 100 vendors selling merchandise/goods, to include ten food trucks and DJ/band for entertainment. This event will be held in the VIP parking area (SW corner) of the existing casino parking lot. The organizers will not charge admission to the event but will have food and drinks for sale, to include alcohol. The event will be required to have both BSPO Fire and Police detail during the 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.

Department Review:	Comments:
BSO Fire: Fire Prevention	BSO Fire detail is required (see email for conditions of approval)
Building Official	Building permits are required
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.	BSO detail is required

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: The Florida Mega Market x

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 X No

Is your event located on the beach? ____ Yes X No

Location: Casino Dania Beach 301 E. Dania Beach Blvd

Expected maximum attendance 1,000 Expected sustained attendance 350

Has this event been held in the past? ____ Yes x No

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

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

This is a Market place with up to 100 vendors selling merchandise
We will have up to 10 Food Trucks & Live Dj/Entertainment
This event will be in the Casino VIP Parking Area

Date and Time:	**DATE**	**DAY**	**BEGIN**	**END**	**Attendance**
SETUP:	12/17/22	Saturday	8AM AM/PM	6PM AM/PM	
EVENT DAY 1:	12/17/22	Saturday	11AM AM/PM	6PM AM/PM	
EVENT DAY 2:			AM/PM	AM/PM	
EVENT DAY 3:			AM/PM	AM/PM	
BREAKDOWN:	12/17/22	Saturday	6PM AM/PM	AM/PM	

PART II: APPLICANT

Organization Name Dania Entertainment Center Name of Authorized Signatory Arnaldo Suarez
For-Profit Non-Profit Private (as registered in Sunbiz)

Address: 301 E. Dania Beach Blvd City, State, Zip: Dania Beach Fl 33004

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

Email Address: joseph.eshkenazi@daniacasino.com Phone: 954-342-1281

Event Coordinator Name Joe Eshkenazi Phone: 954-342-1281

Title: Director of Entertainment & Events Phone: 954-342-1281 Cell: 786-261-8729

Email address: joseph.eshkenazi@daniacasino.com Fax: _____

Additional Contact Name Jeff Banks Will you be on site? X Yes ___ No

Title: Entertainment Manager Phone: 954-342-1281 Cell: 954-218-4338

Email address: jeff.banks@daniacasino.com Fax: _____

Event Production Company (if other than applicant) Florida Mega Market

Address: _____ City, State, Zip: _____

Contact Name: Diego Caiola Title: CEO

Phone (day) _____ (night) _____ Cell: 786-506-5588

Email address: diego@thefloridamarketplacegroup.com 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 X No If yes, how much? $_____

Alcohol for Sale X Yes ___ No **Alcohol for Fee** X Yes ___ No

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

Controlled by Dania Casino F&B Department

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

Amusement Ride ___ Yes X 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 X No **Generator** X Yes ___No **Amount of Kilowatts** _____
Events requiring electricity must be permitted.
Company: _____ License #:_____

Name of Electrician: _____ Phone: _____

Entertainment X Yes ____ No
If yes, what type of entertainment will be there? Any notable documents?

Fencing or Barricades ____ Yes X No
Include proposed fences in your Site Plan & Narrative

Fireworks & Flame Effects ____ Yes X No
Name & Contact of Company conducting the show: _____
A permit and Fire Watch is required for all pyrotechnics displays.

Food Vendors X Yes ____ No **Food Trucks** X 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?
X **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) # x Gas Grill(s) # X 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? X **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? X **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 X Yes ____ No
If yes, what music format(s) will be used? (Amplified, acoustic, recorded, live, MC, DJ, etc.):
DJ or Live top 40 Band

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

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

Days and times music will be played: 11AM-6PM

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 X 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 X No If yes, define Closure(s)_____

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

Sanitation & Waste
Will the event encourage Recycling and Sustainability? X 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 Dania Entertainment Center 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 X 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 _____ Contact _____ Phone_____

Tents or Canopies X 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? up to 100 (10x10)

Company Name _____ 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 X 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 X 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

Event Coordinator Signature

10/7/22

Date

Food Trucks
30ft space in between

10x10 vendor

Music tent

Cornhole
Activity area

Seating area

Antique, Artisan, Farmers, Flea, Trunk & More
Florida
MEGA MARKET

Date of Event: 12/17/2022
Venue: Casino @ Dania Beach
Location of Event: West lot of Casino Parking lot

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Special Event Application

Continued from:

Requested Action (Identify appropriate Action or Motion)
Special Event request from City of Dania Beach and the Dania Beach Lions Club for the 16th Annual Dania Beach Vintage Motorcycle Show to be held at Frost Park, 300 N.E. 2nd Street, on January 28, 2023 from 5:00 a.m. - 4:00 p.m.

Purchasing Requests ONLY		
Dept:	Acct #:	Amt:
Fund:		

Fiscal Impact/Cost Summary

Exhibits Attached
Memo to Commission - 16th Annual Vintage Motorcycle Show 2023 rev.eb, REVISED Special Event Application -16th Annual DB Vintage Motorcycle Show 10.03.2022, Fire Marshall Report, Site Plans - 16th Annual DB Vintage Motorcycle Show, Flyer - 16th Annual DB Vintage Motorcycle Show, Action Plan - 16th Annual DB Vintage Motorcycle Show

CITY OF DANIA BEACH
PARKS AND RECREATION DEPARTMENT

MEMORANDUM

DATE: November 21, 2022

TO: Honorable Mayor and Commissioners

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

VIA: Eric Brown, Parks, and Recreation Director Eric Brown

REF: Special Event Application Request for the 16th Annual Dania Beach Vintage Motorcycle Show scheduled for Saturday, January 28, 2023

REQUEST

A special event is requested by the City of Dania Beach and Dania Beach Lions Club to have the 16th Annual Dania Beach Vintage Motorcycle Show on Saturday, January 28, 2023, from 5:00 a.m. to 4:00 p.m. The set-up for this event will begin on Friday, January 27, 2023, from 8:00 a.m. to 6:00 p.m. The breakdown will begin on Saturday, January 28, 2023, from 4:00 p.m. to 7:00 p.m. The requested event will be held at Frost Park located at 300 N.E. 2nd Street, Dania Beach, FL 33004.

BACKGROUND

This event is in its sixteenth year of celebration. This event boasts live music, vendors, food, over 250 vintage motorcycles, antique bicycle display, bike parts swap meet, roller derby girls, kiddie play area, dealer display, and so much more for the community to take part in.

BUDGETARY IMPACT

The special event application fee is not applicable as this is a city collaborated event.

RECOMMENDATION

Applicant will pay for 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	***Fire Marshall's Report attached.*** No further concerns raised.	

DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

CITY OF DANIA BEACH
PARKS AND RECREATION DEPARTMENT

MEMORANDUM

BSO Police Dept. - Lt. Tarala	No issues with BSO. They will have a meeting on 01/10/2023 to set-up the BSO detail and security plan as done every year. No further concerns raised.	
Code Enforcement - Eric Walton	No concerns raised.	
Community Dev. – Jack Fisher	Building permits (plumbing) required for gas appliances and temporary toilets. No further concerns raised.	
Community Dev. – Joyce Mcphee	The applicant has provided the letter authorization for parking and Zoning has no objections to this special event. No further concerns raised.	
City Attorney – Eve A. Boutsis	No concerns raised.	
HR/Risk Mgmt. – Linda Gonzalez	Pending revised COI from applicant. No further concerns.	
Parks & Recreation – Eric Brown	Parks & Recreation has coordinated on site meetings for Tuesday, January 10, 2023, at 11:00 a.m. with Review Team and applicant for event and field preparation. Pending revised COI from applicant. No further concerns.	
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: DANIA BEACH VINTAGE MOTORCYCLE 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? X Yes ___ No

Is your event located on the beach? ___ Yes X No

Location: Frost Park 300 NE 2 Street Dania Beach

Expected maximum attendance 4000 Expected sustained attendance 2000

Has this event been held in the past? X Yes ___ No

If yes, please list the past dates, locations and attendance Last 12 years at Frost Park with same attendance

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

vendors, music, motorcycles on display, food

Date and Time:

	DATE	DAY	BEGIN	END	Attendance
SETUP:	1/27	Friday	8a AM/PM	6p AM/PM	25
EVENT DAY 1:	1/28	Saturday	5a AM/PM	4p AM/PM	4000
EVENT DAY 2:	N/A	N/A	n/a AM/PM	n/a AM/PM	n/a
EVENT DAY 3:	N/A	N/A	n/a AM/PM	n/a AM/PM	n/a
BREAKDOWN:	1/28	Saturday	4p AM/PM	7p AM/PM	100

PART II: APPLICANT

Organization Name Dania Lions Club Name of Authorized Signatory Dania Lions Club
For-Profit Non-Profit Private (as registered in Sunbiz)

Address: 642 NE 3 Street City, State, Zip: Dania Beach, FL 33004

Date of registration: _____ State registered in: FL Federal ID #65-0692229

Email Address: daniabikeshow@yahoo.com Phone: 954 214-6136

Event Coordinator Name Tony Thackham Phone: 954 214-6136

Title: coordinator Phone: 954 214-6136 Cell: 954 214-6136

Email address: daniabikeshow@yahoo.com Fax: n/a

Additional Contact Name Clive Taylor Will you be on site? X Yes ____ No

Title: coordinator Phone: 954 830-8855 Cell: 954 830-8855

Email address: daniabikeshow@yahoo.com Fax: n/a

Event Production Company (if other than applicant) n/a

Address: n/a City, State, Zip: n/a

Contact Name: n/a Title: n/a

Phone (day) n/a (night) n/a Cell: n/a

Email address: n/a Fax: n/a

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 X No If yes, how much? $n/a

Alcohol for Sale X Yes ____ No **Alcohol for Fee** X Yes ____ No

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

Draft truck run by Dania Lions Club

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

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

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

Electricity ____ Yes X No **Generator** ____ Yes X No **Amount of Kilowatts** N/A
Events requiring electricity must be permitted.
Company: N/A License #: N/A

Name of Electrician: N/A Phone: N/A

Entertainment X Yes ____ No
If yes, what type of entertainment will be there? Any notable documents?

Fencing or Barricades ____ Yes X No
Include proposed fences in your Site Plan & Narrative

Fireworks & Flame Effects ____ Yes X No
Name & Contact of Company conducting the show: N/A
A permit and Fire Watch is required for all pyrotechnics displays.

Food Vendors X Yes ____ No **Food Trucks** _____ Yes X No
Cooking Appliance Types (charcoal grills gas grills, deep fryers, etc.) gas grills
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?
X **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) #4 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? X **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? X **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 X Yes ____ No
If yes, what music format(s) will be used? (Amplified, acoustic, recorded, live, MC, DJ, etc.):
3 piece band with 2 speakers

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

Stages _____ Yes X ____ No Type (wood, metal, trailer stage, etc.) N/A
Stages may require permits.

Days and times music will be played: 11am till 4pm

How close is the event to the nearest residence? 15 feet
It is the responsibility of the event coordinators/promoter to reach out to businesses within proximity of the event.

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

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

Road Closings X _____ Yes ____ No If yes, define Closure(s) fronton blvd

Date(s) of Closure 1/28 Time(s) of Closure 8am to 5pm

Sanitation & Waste
Will the event encourage Recycling and Sustainability? X ____ 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 N/A Contact N/A Phone N/A
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 X ___ Yes ____ No

Name BSO & Fire Phone 954 764-4357
Security companies and their plans must be approved, and you may still be required to hire BSO Police.

Security Company N/A Contact N/A Phone N/A

Tents or Canopies X ___ 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? 25 10ft by 10 ft

Company Name N/A Contact N/A Phone N/A
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 X ____ 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 X ____ 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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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:

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> The cost of apparatus is as follows:
> Rescue Truck - $32.00 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

Event Coordinator Signature

9/3/2022
Date

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

Dania Beach District

103 West Dania Beach Blvd. • Dania Beach, Florida 33004
Office: (954)342-4262 • Fax: (954)342-4265

SPECIAL EVENT APPLICATION REVIEW / COMMENTS

Event Name: DANIA BEACH VINTAGE MOTORCYCLE SHOW
Event Date(s): JANUARY 28th 2023
Event Location: FROST PARK 300 NE 2ND STREET DANIA BEACH FLORIDA 33004
Event Reviewed By: DAVID ZIPOLI Date of Review: 09/14/2022

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

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

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

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

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

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

☒ **Tent/Canopy Permits Required** - Obtain permits from the City of Dania Beach Building Department. (Note: Minimum spacing requirements between tents utilized for cooking shall be 10 feet). Per BORA F-108.1.1: Temporary structures such as tents with sides, exceeding 100 sq./.ft. and canopies without sides exceeding 225 sq./ft. containing occupancy or operations that could present a life safety hazard to occupants and/or the general public based on the Fire Code Official shall be required to have a permit issued in conformance with permitting section Chapter 1 and this code and be in conformance with the Life Safety provisions of this code and the Florida Building Code.

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

BSO FMO SPECIAL EVENT APPLICATION REVIEW (Continued)

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

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

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

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

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

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

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

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

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

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

☒ **Grease Fryers**

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

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

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

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

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

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

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

BSO FMO SPECIAL EVENT APPLICATION REVIEW (Continued)

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

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

☒ **Other Requirements and/or Special Notes: NOTE: there MUST be a minimum of 10 (ten) feet between tents of any vendor that cooks.**
_____ Notes: No vendor tents are to exceed outside of the assigned spaces. (Shall not hinder life safety access). Tents that are permitted to have generators must have a sufficient fire extinguisher. (10lb ABC). A Fire Inspector shall be required to inspect the site before opening of the event.

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

INSPECTION AND/OR DETAIL REQUIREMENTS

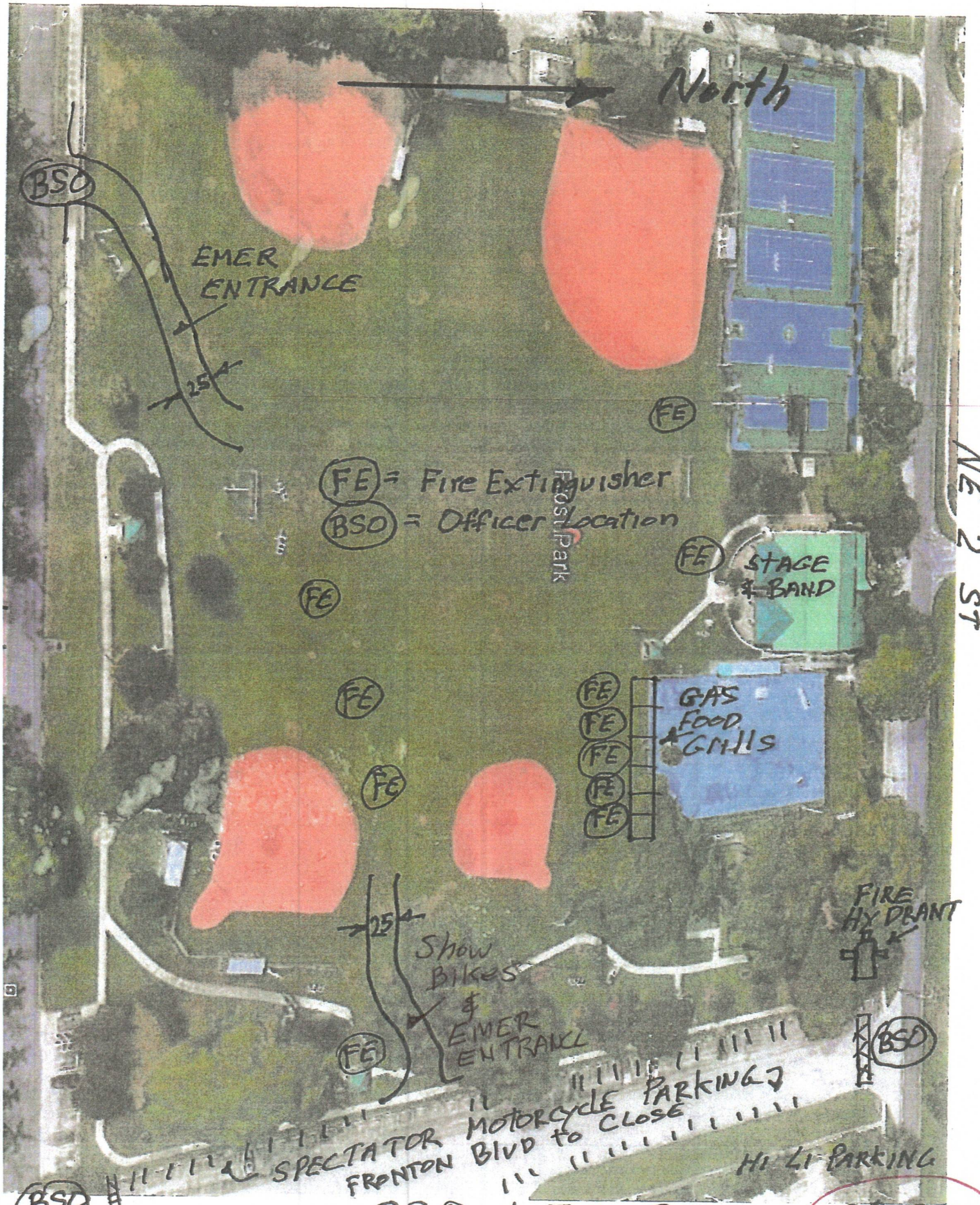
Pre-Event Inspections Required:
☐ NO ☒ YES
☐ N/A ☐ (Dates & Times): __01/28/2023 on site by 8:00 am With the approved Licensed Gas-company_____

TYPE OF INSPECTION REQUIRED:
_ _ Normal Inspection Hours
__After-Hours (4-Hours or Less)
_x_After Hours (Greater than 4 Hours)

Fire Inspector Stand-By Detail Required:
☐ NO ☒ YES
☐ N/A ☐ (Dates & Times): __01/282/023 on site by 8:00am to 5:00 pm (17:00 hours)

Operational Detail Required:
☐ NO ☒ YES
Type: __ALS_____2 PERSON FIREFIGHTER/PARAMEDIC MEDICICAL CART DETAIL_____
Dates & Times: __ SATURDAY 01/28/2023@ 9:00 am -5:00 pm (17:00 hours)

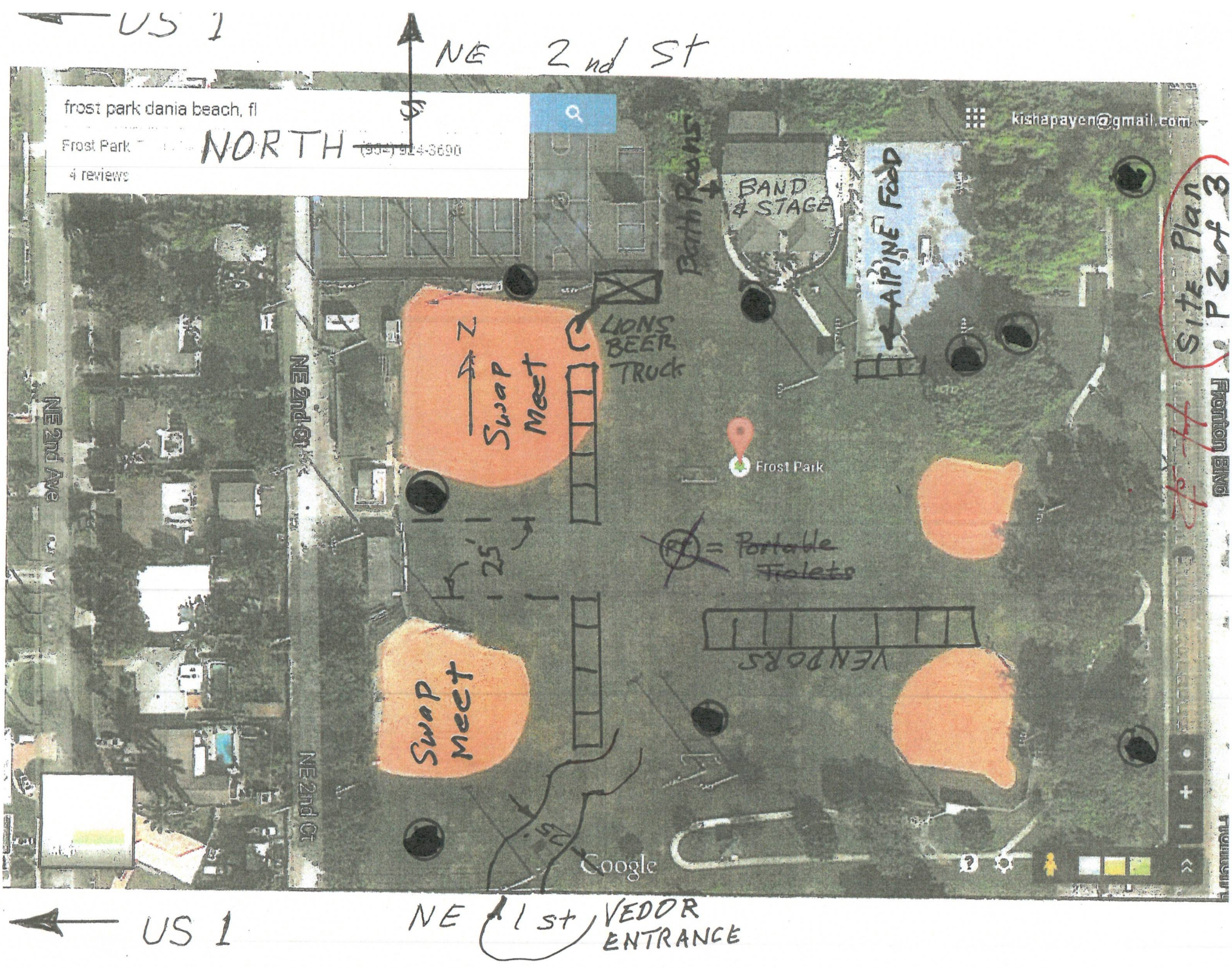
Sign and date this document if the conditions are correct and Event Coordinator understands them: Clare Frost Return back to david_zipoli@sheriff.org



SITE Plan
P. 1 of 3

* Additional Parking in Hili

E 44


US 1
NE 2nd St
frost park dania beach, fl
Frost Park
4 reviews
NORTH
kishapayen@gmail.com
Bath Rooms
BAND & STAGE
ALPINE Food
LIONS BEER TRUCK
N
Swap Meet
NE 2nd Ct
NE 2nd Ave
Frost Park
25'
= Portable Toilets
VENDORS
Swap Meet
25'
Google
Site Plan
P2 of 3
Fruton Blvd
NE 1st
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US 1

frost park dania beach, fl
Frost Park
4 reviews
(954) 924-3600
NE 2nd Ave
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N
Google
Frost Park
Show
Motorcycles
Band Stage
Dania Improvement Committee
Show Registration
Dania C
CRA
Dania
Friends of Library Bike Photo Shot
ABATE
kisrayen@gmail.com
Frontion Blvd
Frontion Blvd
NE 1st
NE 2nd St
Site Plan
P3 of 3

16th Annual Dania Beach Vintage Motorcycle Show

Saturday, January 28th, 2023

Frost Park

300 NE 2nd Street • Dania Beach, Florida

Sign up: 7am - 10:30am • Show: 10am - 5 pm

Awards at 3pm

View over 250 Vintage Motorcycles along with: Field Games, Vendors, Antique Bicycle Display, Bike Parts Swap Meet, Live Music, Roller Derby Girls, Kiddie Play Area, Food, Dealer Display and More!

Benefiting

Information & Updates: www.DaniaBeachVintageBikeShow.com

ACTION PLAN FOR VEHICLE ACCESS TO FROST PARK 16TH ANNUAL DANIA BEACH VINTAGE BIKE SHOW

Access for most vehicles will be from Fronton Blvd and NE 1st Street.

Beginning at 5:30am at the entrance at NE 1st street on Saturday January 25, 2020, swap meet vendors will be allowed set up in the southwest quadrant of the park. Each one will be escorted by staff to the assigned staff over the highest ground as was last year. Spots are on a first come first serve basis. Swap meet staff is: Greg "Ferrett", Bob Simac & Tony Thackham.

At 10:20am or before if the field is full, the entrance will be closed. A BSO deputy is assigned to this location.
At 6:30am at this entrance, show sponsors and vendors which will all have assigned spaces will be allowed on the field. Each one will be escorted to their space by space over the highest ground as was done last year. Staff for this is: Mike Wochner, Clive Taylor Jr &Charles Dube. At 11am, all vendors and sponsors have to be in their space set up and will no longer be allowed to enter field. At this time, only emergency vehicles will

be allowed onto the field and a minimum of 25 foot clearance will be maintained.

At 7am, Fronton Blvd will close to traffic at NE 2nd Street and just north of the Casino entrance at NE 1st Street. BSO deputies will be stationed at each end where Fronton is closed off.

Show motorcycles, vans and trailers will be allowed to unload at Fronton Blvd and then will be moved to offsite parking. Show motorcycles will be escorted by staff to their spaces on the field. Staff for this is: Albert Owler, Gary McGoron, Fred Sutton, Art DeLeon and Richard Nixon.

Northeast 2nd Street between the Rec center and the tennis courts: this entrance is for two vehicles only, the Lions beer truck and the self-contained toilet trailer. Parking spaces must be marked off for this entrance and must arrived on Friday or very early Saturday. Staff is: John Fitzgerald, Jim Silvernail and Clive Taylor.

I. Phones and will have

Staff will have [redacted]

staff [redacted]. on our Phones as well as BSO Law Eforcement and BSO Fire Rescue

Closing ceremony starts at 4pm. Most of the vendors and show bikes at this time will be in the process of leaving. 3:30

Submitted by Clive Taylor, August 20, 2019.

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 Ravenswood Management Association to host a "Community Yard Sale" to be held at 2121 SW 53 Court beginning Friday, November 25, 2022 through Sunday, November 27, 2022 from 7:00 a.m. - 7:00 p.m.

Purchasing Requests ONLY		
Dept:	Acct #:	Amt:
Fund:		

Fiscal Impact/Cost Summary

Exhibits Attached
Community Yard Sale- Memo, Community Yard Sale 2022- Special Event Application , Community Yard Sale Comments

DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

CITY OF DANIA BEACH
COMMUNITY DEVELOPMENT DEPARTMENT

MEMORANDUM

DATE: November 21st, 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: 2022.11.15 12:05:29 -05'00'

RE: Special Events Application Request from Ianthe' Boddie to host a "Community Yard Sale" scheduled for Friday, November 25, 2022, through Sunday, November 27, 2022.

Request

A Special Event approval is being requested by Ianthe' Boddie behalf of Ravenswood Management Association, to host a "Community Yard Sale" Friday, November 25th through Sunday November 27, 2022, from 7:00am - 7:00 pm.

Background

The requested event is proposed to be a 475 mobile home community drive-through yard sale beginning avenue along SW 53rd CT., from Anglers Avenue to SW 30th Ave. in the Ravenswood Estates Community. There will be no road closures or parking impacts anticipated for this event. This event was approved last year by the City Commission and the Community Development Department has not received any objections to this event from the surrounding property owners.

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.

Department Review:	Comments:
BSO Fire: Fire Prevention	No concerns raised
Building Official	Building permits are not required.
City Attorney	No concerns raised
Code Enforcement	No concerns raised
Planning & Zoning	No concerns raised
Hr/ Risk Mgmt-	Not applicable
Parks & Recreation	No concerns raised
Public Services	No concerns raised
BSO Police Dept.	No issues with BSO

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: Community YARD SALE / RAVENSWOOD Management Association

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

Note - YARD sale stretches from Anglers Ave to 30th AVE all along 53 court

Is your event located in a public park or City property? ___ Yes X No

Is your event located on the beach? ___ Yes X No

Location: At RAVENSWOOD Community, 2121 SW 53 COURT (CLUBHSE) Dania Beach, FL 33312

Expected maximum attendance 475 Mobile Homes Expected sustained attendance 475 Mobile Homes

Has this event been held in the past? ✓ Yes ___ No

If yes, please list the past dates, locations and attendance One time per year Community YARD SALE No general Date set until planned

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

475 mobile home Community Drive through YARD Sale, No streets will Be Blocked off, No police Security needed, No parking on the Side

Date and Time:	DATE	DAY	BEGIN	END	Attendance
SETUP:	11/25/22	FRIDAY	7:00 (AM)/PM	10:00 (AM)/PM	475 mobile Homes
EVENT DAY 1:	11/25/22	FRIDAY	7:00 (AM)/PM	7:00 AM/(PM)	475 mobile Homes
EVENT DAY 2:	11/26/22	Saturday	7:00 (AM)/PM	7:00 AM/(PM)	475 mobile Homes
EVENT DAY 3:	11/27/22	Sunday	7:00 (AM)/PM	7:00 AM/(PM)	475 mobile Homes
BREAKDOWN:	11/27/22	Sunday	6:00 (AM)/PM	7:00 AM/(PM)	475 mobile Homes

PART II: APPLICANT

Organization Name Ravenswood Management Association Name of Authorized Signatory Bryan Veith
For-Profit (Non-Profit) Private (as registered in Sunbiz)

Address: 2121 SW 53 Court City, State, Zip: Dania Beach, FL 33312

Date of registration: 6/28/1982 State registered in: FL Federal ID # FEI/EIN: 59-3226477

Email Address: moderndaymgmtsolutions@gmail.com Phone: (954) 989-2657

Event Coordinator Name Tarthe' Boddie, CAM Phone: 561-781-6927

Title: Comm Mgr Phone: 561-781-6927 Cell: work cell 561-781-6927

Email address: moderndaymgmtsolutions@gmail.com Fax: (954) 989-0252

Additional Contact Name Bryan Veith Will you be on site? X (Yes) No

Title: Association President Phone: (954) 554-7939 Cell: (954) 554-7939

Email address: bveith1967@gmail.com Fax: (954) 989-0252

Event Production Company (if other than applicant) N/A

Address: N/A City, State, Zip: N/A

Contact Name: N/A Title: N/A

Phone (day) N/A (night) _____ Cell: N/A

Email address: N/A Fax: N/A

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 X No If yes, how much? $ N/A

Alcohol for Sale ___ Yes X No **Alcohol for ~~Fee~~** ~~___ Yes ___ No~~

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

N/A

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

Amusement Ride ___ Yes X No

If yes, name a contact of company: N/A

What type of rides are you planning? N/A

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

Electricity ____ Yes X No **Generator** ____ Yes X No **Amount of Kilowatts** N/A
Events requiring electricity must be permitted.
Company: N/A License #: N/A
Name of Electrician: N/A Phone: N/A

Entertainment ____ Yes X No
If yes, what type of entertainment will be there? Any notable documents?

Fencing or Barricades ____ Yes X No
Include proposed fences in your Site Plan & Narrative

Fireworks & Flame Effects ____ Yes X No
Name & Contact of Company conducting the show: N/A
A permit and Fire Watch is required for all pyrotechnics displays.

Food Vendors _____ Yes X No **Food Trucks** _____ Yes X No N/A
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** X **No** (N/A)

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** (N/A)
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** (N/A)
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 X No
If yes, what music format(s) will be used? (Amplified, acoustic, recorded, live, MC, DJ, etc.): N/A

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

Stages ____ Yes X No Type (wood, metal, trailer stage, etc.) N/A
Stages may require permits.

Days and times music will be played: N/A

How close is the event to the nearest residence? 2121 SW 53 Court, Dania Beach, FL 33312
It is the responsibility of the event coordinators/promoter to reach out to businesses within proximity of the event.

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

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

Road Closings ____ Yes X No If yes, define Closure(s) N/A

Date(s) of Closure N/A Time(s) of Closure N/A

Sanitation & Waste
Will the event encourage Recycling and Sustainability? ____ Yes X No
Recycling must be provided at all City events, facilities & parks. All dumpsters must be removed at the end of the event.

Company Name N/A Contact N/A Phone N/A
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 X No

Name N/A Phone N/A
Security companies and their plans must be approved, and you may still be required to hire BSO Police.

Security Company N/A Contact N/A Phone N/A

Tents or Canopies ____ Yes X 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? N/A

Company Name N/A Contact N/A Phone N/A
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 X No (N/A)
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 X No (N/A)
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:

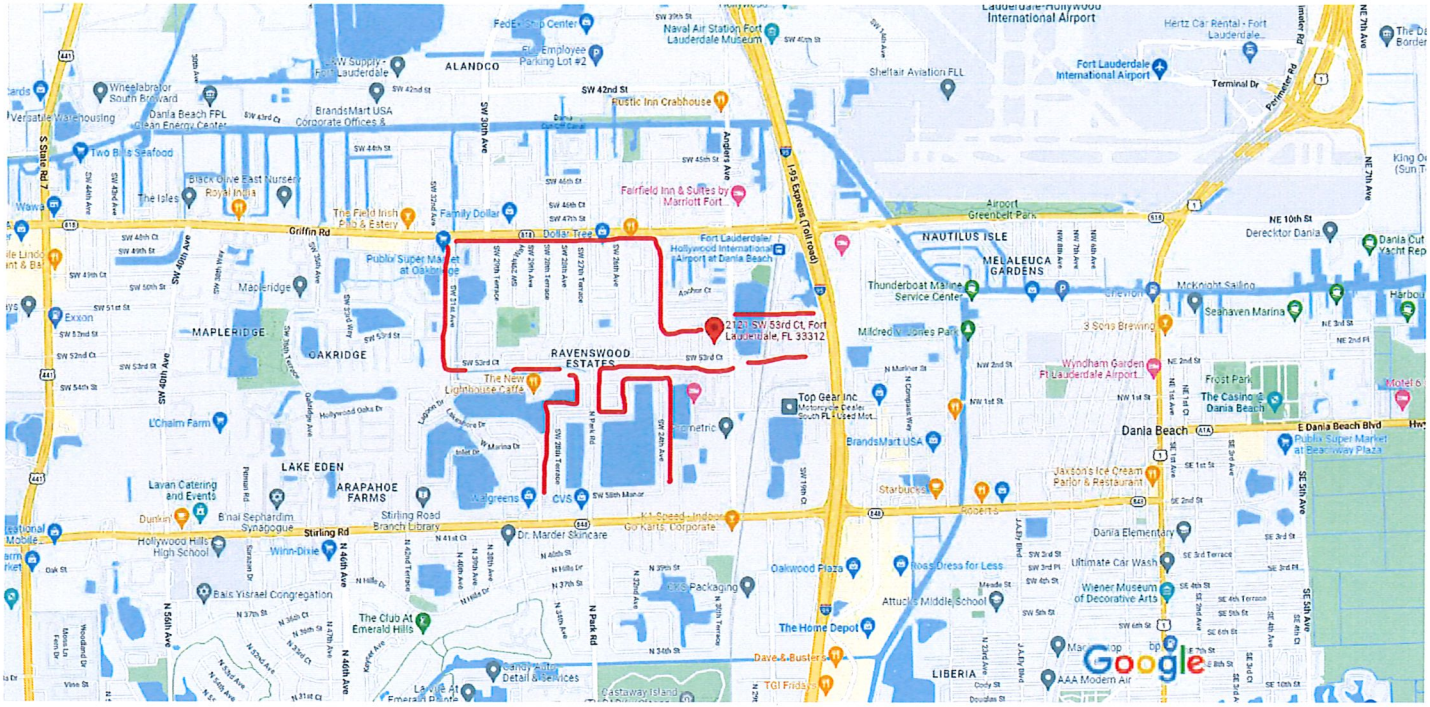
1. ALL events – Event Site Plan & Narrative – show stages, restrooms, fencing, tents, etc.
2. Closed Roads – Maintenance of Traffic Plan – show barricades, directions, cones, etc.
3. Transportation Plan – show transportation options for attendees.
4. Security needs – Security Plan – detail how event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

Event Coordinator Signature — Date 10/25/22

Tamtho' Boddie

Google Maps 2121 SW 53rd Ct



Map data ©2022 1000 ft

2121 SW 53rd Ct

Building

Directions | Save | Nearby | Send to phone | Share

2121 SW 53rd Ct, Fort Lauderdale, FL 33312

Photos

Ravenswood Management Association
2121 SW 53 Court
Dania Beach, FL 33312
Phone: (954)989-2657
Fax: (954)989-0252

October 25, 2022

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

RE: Consent Letter – Ravenswood Management Association, Inc. Yard Sale
November 25, 26, 27, 2022 at 2121 SW 53 Court, Dania Beach, FL 33312

To Whom It May Concern,

This letter of consent is to inform you that the Board of Directors at Ravenswood Management Association, Inc. is permitting and consenting for Ravenswood Management Association, Inc. to have a Community Yard Sale that stretches from 53rd court to 30th Avenue with no road closures or parking impact on November 25, 26 and 27, 2022 from 7:00 a.m. to 7:00 p.m.

If you have any further questions, please contact me Bryan Veith, the Association President for Ravenswood Management Association, Inc. at (954)554-7939.

Sincerely,

Bryan Veith, Association President
Ravenswood Management Association, Inc.

Davila, Edda

From: Zipoli, DAVID <DAVID_ZIPOLI@sheriff.org>
Sent: Monday, October 31, 2022 4:18 PM
To: Davila, Edda
Cc: Burton, Candice; Loughman, John; Mykoo, Shanesa
Subject: RE: Community Yard Sale - Special Event Application

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

Hi Edda,

BSO Fire has no issues with this event.

David

David Zipoli
Fire Prevention Lieutenant
Fire Inspector
Fire Investigator
Fire Plans Reviewer
Broward Sheriff Fire Rescue & Emergency Services Dept.
Fire Prevention Bureau--Dania Beach District
103 W Dania Beach Blvd.
Dania Beach, FL 33004
Tel: 954-342-4262
Fax: 954-342-4265
david_zipoli@sheriff.org
www.sheriff.org

The largest dual accredited public safety agency in America.

Please note that Florida has a broad public records law, and that all correspondence sent to me via email may be subject to disclosure.

Davila, Edda

From: Tarala, Jason <Jason_Tarala@sheriff.org>
Sent: Monday, October 31, 2022 11:18 AM
To: Fisher, Jack; Mykoo, Shanesa
Cc: Mykoo, Shanesa; Special Event; Norena, Eleanor; Lajoie, Corinne; Davila, Edda
Subject: Re: Community Yard Sale - Special Event Application

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

No issues with bso

Sent from my Verizon, Samsung Galaxy smartphone
Get Outlook for Android

From: Fisher, Jack <jfisher@daniabeachfl.gov>
Sent: Monday, October 31, 2022 11:16:39 AM
To: Mykoo, Shanesa <smykoo@daniabeachfl.gov>
Cc: Mykoo, Shanesa <smykoo@daniabeachfl.gov>; Special Event <SpecialEvent@daniabeachfl.gov>; Norena, Eleanor <enorena@daniabeachfl.gov>; Lajoie, Corinne <clajoie@daniabeachfl.gov>; Davila, Edda <edavila@daniabeachfl.gov>
Subject: Re: Community Yard Sale - Special Event Application

[EXTERNAL EMAIL WARNING] This email originated outside Broward Sheriff's Office Email System. Do not reply, click links, or open attachments unless you recognize the sender's email address (not just the name) as legitimate and know the content is safe. Report suspicious email to SECNOC@sheriff.org.

Building Permits are not required

Jack Fisher

Sent from my iPhone

> On Oct 31, 2022, at 10:17 AM, Brown, Eric <ebrown@daniabeachfl.gov> wrote:
>
> No issues from Parks

Planning & Zoning

Community Yard Sale

Good morning, Corinne,

The applicant has indicated that the community yard sale will be contained in the mobile home community drive through yard. The application also states that there will be no street blocked with cars, and no need for police or security. To ensure public safety, please provide the following:

- Location map showing where products for sale will be displayed while ensuring free flow of address map does not identify event set up location.
- Please revise page 4 and answer "How close is the event to the nearest residence? Provide the answer in feet measurement.

Davila, Edda

From: Fisher, Jack
Sent: Monday, October 31, 2022 11:17 AM
To: Mykoo, Shanesa
Cc: Mykoo, Shanesa; Special Event; Norena, Eleanor; Lajoie, Corinne; Davila, Edda
Subject: Re: Community Yard Sale - Special Event Application

Building Permits are not required

Jack Fisher

Sent from my iPhone

On Oct 31, 2022, at 10:17 AM, Brown, Eric <ebrown@daniabeachfl.gov> wrote:

No issues from Parks

DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

Eric Brown
Director of Parks & Recreation | City of Dania Beach
ebrown@daniabeachfl.gov | daniabeachfl.gov
100 W Dania Beach Blvd | Dania Beach, FL, 33004
Phone:954-924-6800 x3730

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

From: Mykoo, Shanesa <smykoo@daniabeachfl.gov>
Sent: Monday, October 31, 2022 10:16 AM
To: Special Event <SpecialEvent@daniabeachfl.gov>
Cc: Norena, Eleanor <enorena@daniabeachfl.gov>; Lajoie, Corinne <clajoie@daniabeachfl.gov>; Davila, Edda <edavila@daniabeachfl.gov>
Subject: Community Yard Sale - Special Event Application

Good morning All,

Please review the attached Special Event Application for "Community Yard Sale" located at 2121 SW 53 Ct, scheduled for Friday, November 25th through Sunday, November 27th, 2022.

The attachments consist of the following for your review:

- Special Event Application
- Consent letter from establishment/ organization/ owner
- All supporting documents

Davila, Edda

From: Mykoo, Shanesa
Sent: Monday, October 31, 2022 10:53 AM
To: Davila, Edda
Subject: FW: Community Yard Sale - Special Event Application

Shanesa Mykoo
Permitting Office Supervisor | City of Dania Beach
smykoo@daniabeachfl.gov | daniabeachfl.gov
100 W Dania Beach Blvd | Dania Beach, FL, 33004
Phone:954-924-6805 x3751

Web: daniabeachfl.gov | **App:**AskDaniaBeach
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From: Boutsis, Eve A. <eboutsis@daniabeachfl.gov>
Sent: Monday, October 31, 2022 10:23 AM
To: Mykoo, Shanesa <smykoo@daniabeachfl.gov>
Subject: RE: Community Yard Sale - Special Event Application

No objection.

Eve Boutsis
City Attorney | City of Dania Beach
eboutsis@daniabeachfl.gov | daniabeachfl.gov
100 W Dania Beach Blvd. | Dania Beach, FL, 33004
Phone:954-924-6800 x3631

Web: daniabeachfl.gov | **App:**AskDaniaBeach
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From: Mykoo, Shanesa <smykoo@daniabeachfl.gov>
Sent: Monday, October 31, 2022 10:16 AM
To: Special Event <SpecialEvent@daniabeachfl.gov>
Cc: Norena, Eleanor <enorena@daniabeachfl.gov>; Lajoie, Corinne <clajoie@daniabeachfl.gov>; Davila, Edda <edavila@daniabeachfl.gov>
Subject: Community Yard Sale - Special Event Application

Good morning All,

Please review the attached Special Event Application for "Community Yard Sale" located at 2121 SW 53 Ct, scheduled for Friday, November 25th through Sunday, November 27th, 2022.

Davila, Edda

From: Mykoo, Shanesa
Sent: Monday, October 31, 2022 12:47 PM
To: Davila, Edda
Subject: FW: Community Yard Sale - Special Event Application

Shanesa Mykoo
Permitting Office Supervisor | City of Dania Beach
smykoo@daniabeachfl.gov | daniabeachfl.gov
100 W Dania Beach Blvd | Dania Beach, FL, 33004
Phone:954-924-6805 x3751

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

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From: Gonzalez, Linda <lgonzalez@daniabeachfl.gov>
Sent: Monday, October 31, 2022 11:59 AM
To: Mykoo, Shanesa <smykoo@daniabeachfl.gov>
Cc: Mierez, Ann <amierez@daniabeachfl.gov>; Spear, Mitzie <mspear@daniabeachfl.gov>
Subject: RE: Community Yard Sale - Special Event Application

Hi Shanesa,

Not applicable to Risk Management. Will you please add Ann to the distribution list?

Thank you,

Linda

Linda Gonzalez, SPHR, SHRM-SCP, IPMA-SCP
Chief Human Resources Officer | City of Dania Beach
lgonzalez@daniabeachfl.gov | daniabeachfl.gov
100 W Dania Beach Blvd | Dania Beach, FL, 33004
Phone:954-924-6800 x3608

Web: daniabeachfl.gov | **App:**AskDaniaBeach
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From: Mykoo, Shanesa <smykoo@daniabeachfl.gov>
Sent: Monday, October 31, 2022 10:16 AM
To: Special Event <SpecialEvent@daniabeachfl.gov>
Cc: Norena, Eleanor <enorena@daniabeachfl.gov>; Lajoie, Corinne <clajoie@daniabeachfl.gov>; Davila, Edda

Davila, Edda

From: Brown, Eric
Sent: Monday, October 31, 2022 10:17 AM
To: Mykoo, Shanesa; Special Event
Cc: Norena, Eleanor; Lajoie, Corinne; Davila, Edda
Subject: RE: Community Yard Sale - Special Event Application

No issues from Parks

Eric Brown
Director of Parks & Recreation | City of Dania Beach
ebrown@daniabeachfl.gov | daniabeachfl.gov
100 W Dania Beach Blvd | Dania Beach, FL, 33004
Phone:954-924-6800 x3730

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Web: daniabeachfl.gov | **App:**AskDaniaBeach
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From: Mykoo, Shanesa <smykoo@daniabeachfl.gov>
Sent: Monday, October 31, 2022 10:16 AM
To: Special Event <SpecialEvent@daniabeachfl.gov>
Cc: Norena, Eleanor <enorena@daniabeachfl.gov>; Lajoie, Corinne <clajoie@daniabeachfl.gov>; Davila, Edda <edavila@daniabeachfl.gov>
Subject: Community Yard Sale - Special Event Application

Good morning All,

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- Special Event Application
- Consent letter from establishment/ organization/ owner
- All supporting documents

Should you have any further questions or concerns, please do not hesitate to contact me.

Thank you,

Davila, Edda

From: Walton, Eric
Sent: Monday, October 31, 2022 11:20 AM
To: Mykoo, Shanesa; Special Event
Cc: Norena, Eleanor; Lajoie, Corinne; Davila, Edda
Subject: RE: Community Yard Sale - Special Event Application

No issues from code at this time.

Eric Walton
Code Compliance Manager | City of Dania Beach
ewalton@daniabeachfl.gov | daniabeachfl.gov
100 W Dania Beach Blvd | Dania Beach, FL, 33004
Phone:954-924-6810 x3703

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From: Mykoo, Shanesa <smykoo@daniabeachfl.gov>
Sent: Monday, October 31, 2022 10:16 AM
To: Special Event <SpecialEvent@daniabeachfl.gov>
Cc: Norena, Eleanor <enorena@daniabeachfl.gov>; Lajoie, Corinne <clajoie@daniabeachfl.gov>; Davila, Edda <edavila@daniabeachfl.gov>
Subject: Community Yard Sale - Special Event Application

Good morning All,

Please review the attached Special Event Application for "Community Yard Sale" located at 2121 SW 53 Ct, scheduled for Friday, November 25th through Sunday, November 27th, 2022.

The attachments consist of the following for your review:

- Special Event Application
- Consent letter from establishment/ organization/ owner
- All supporting documents

Should you have any further questions or concerns, please do not hesitate to contact me.

Thank you,

Davila, Edda

From: Ozaydin, Dincer A.
Sent: Tuesday, November 08, 2022 9:33 AM
To: Davila, Edda; Rodriguez, Fernando J.
Cc: Mykoo, Shanesa
Subject: RE: Community Yard Sale - Special Event Application
Attachments: Community Yard Sale 2022- Special Event Application.pdf

Hello Edda,

I don't have any comments.

Thank you very much

Dincer Akin Ozaydin, P.E., G.C.
Public Services Deputy Director/City Engineer| City of Dania Beach
dozaydin@daniabeachfl.gov | daniabeachfl.gov
1201 Stirling Road | Dania Beach, FL, 33004
Phone:954-924-6800 x3617

Web: daniabeachfl.gov | **App:**AskDaniaBeach
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From: Davila, Edda <edavila@daniabeachfl.gov>
Sent: Tuesday, November 8, 2022 9:18 AM
To: Rodriguez, Fernando J. <frodriguez@daniabeachfl.gov>; Ozaydin, Dincer A. <dozaydin@daniabeachfl.gov>
Cc: Mykoo, Shanesa <smykoo@daniabeachfl.gov>
Subject: FW: Community Yard Sale - Special Event Application

Good morning,

Friendly reminder to please provide your pending review for Community Yard Sale - Special Event at your earliest convenience.

Regards,

Edda Davila
Records Specialist| City of Dania Beach
edavila@daniabeachfl.gov | daniabeachfl.gov
100 W Dania Beach BLVD | Dania Beach, FL, 33004
Phone:954-924-6805 x 3633

Web: daniabeachfl.gov | **App:**AskDaniaBeach
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MINUTES OF HYBRID REGULAR MEETING
DANIA BEACH CITY COMMISSION
TUESDAY, OCTOBER 25, 2022 – 7:00 P.M.

1. Call to Order/Roll Call

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

Present:

Mayor:	Tamara James
Vice-Mayor:	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 and Special Event Approvals

3.1 Seaview Public Art installation presentation by Joseph Milton, President & CEO, J. Milton & Associates

Mr. Milton gave a PowerPoint presentation (attached to and incorporated into these minutes) and showed a short video on the proposed art for the Seaview I and II developments.

Mayor James extended her appreciation to Mr. Milton.

Mr. Milton responded to Commissioner Davis' comments and questions.

Commissioner Lewellen extended her appreciation for the turtle sculpture.

3.2 Presentation to Commissioner Lauren Odman - Commissioner Lori Lewellen

Commissioner Lewellen thanked Commissioner Odman for her hard work over the last four years and presented a vase to her from the City of Dania Beach.

Commissioner Odman thanked Commissioner Lewellen and the Commission and commented about the last four years serving as a Commissioner.

3.3 Human Resources Presentation

City Manager Garcia spoke about Commissioner Odman and noted she was the first Commissioner who interviewed her for the City Manager position. She also noted the many initiatives taken on by Commissioner Odman and she presented her with gift baskets containing Dania Beach merchandise.

Commissioner Odman thanked and commented on City staff and noted she is very grateful to them all.

Linda Gonzalez, Chief Human Resources Officer, introduced Ann Mierez, the new Deputy Director of Human Resources.

Human Resources Deputy Director Mierez extended her thanks and noted she looks forward to working with the team.

3.4 (Item added at meeting) Employee Appreciation Barbeque Picnic

Vice-Mayor Salvino presented a short video of the Employee Appreciation Picnic held on October 22nd and noted he was very happy to put it together with the support of the Commission and staff. He added there were over 200 in attendance and the sponsors paid for all the food, entertainment, and petting zoo. He would like to do this again next year.

Commissioners Davis and Lewellen thanked all the employees for their dedicated and hard work.

4. Proclamations

4.1 Family Court Awareness Month - Mayor James

Mayor James read the proclamation for Family Court Awareness Month and presented it to Ashley Chennai Sierra, Florida Protective Parents Association.

Ms. Sierra thanked the Commission and addressed the family court system.

4.2 Breast Cancer Awareness Month - Mayor James

Mayor James read the proclamation for Breast Cancer Awareness Month.

5. Citizen Comments

Bijal Chhadva, 1637 N. Victoria Park Road, Fort Lauderdale, spoke in favor of adding 4,000 dwelling units to the Regional Activity Center for him to be able to build a duplex on vacant land he owns. He is ready to create and submit plans, but there are currently no units available. He urged the Commission to approve 4,000 units when the item again comes before the Commission.

David Kaplan, 111 SE 3rd Avenue, spoke about complainant signatures being required for code enforcement violations and circulated photographs of various violations in the City. He also spoke about water leaks and water treatment.

Jonathan Thomas, 180 E. Dania Beach Boulevard, spoke about early voting at the Dania Beach Branch Library and the City not allowing campaign signs to be posted on City property.

William Turner, 1451 NW 2nd Street, gave his time to Mr. Thomas.

Mr. Thomas continued with comments about why the primary early voting site was allowed to have signs posted by the candidates, but the general election early voting site is not.

6. Public Safety Reports

Captain Daniel Marks, BSO Chief of Police, reported on the upcoming Annual Fall Festival and Night Out on Crime, BSO internship program, and Detective Carlos Morales handling of a residential burglary case.

Captain Sergio Pellecer, BSO District Fire Chief, addressed safety measures that should be taken during the Halloween season. He gave an update on departmental activities including call volumes.

7. Consent Agenda

Items added to Consent Agenda: #7.6

7.1 Minutes:
Approve Minutes of September 27, 2022 City Commission Hybrid Meeting
Approve Minutes of October 11, 2022 City Commission Hybrid Meeting

7.2 Travel Requests: None

Resolutions

7.3 RESOLUTION #2022-161 ***Revised 10-25-2022***

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO APPROVE PUBLIC ART INSTALLATION REQUEST MADE BY THE PROPERTY OWNER DANIA BEACH RENTALS, LLC, FOR THE SEAVIEW I AND II

DEVELOPMENTS, TO BE LOCATED AT 601 EAST DANIA BEACH BOULEVARD; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Community Development)*

7.4 RESOLUTION #2022-162

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE THE 48th YEAR COMMUNITY DEVELOPMENT BLOCK GRANT ("CDBG") AGREEMENT BETWEEN THE CITY OF DANIA BEACH AND THE BROWARD COUNTY HOUSING FINANCE DIVISION (DIVISION) FOR THE DIVISION TO PROVIDE AND ADMINISTER A GRANT IN THE AMOUNT OF ONE HUNDRED SEVENTY-SEVEN THOUSAND FIVE HUNDRED SEVENTY-FIVE DOLLARS ($177,575.00), AND TO AUTHORIZE THE CITY'S PUBLIC SERVICES DEPARTMENT TO PROCEED WITH THE BID ADVERTISEMENT FOR THE CDBG YEAR 48 SOLAR LIGHTS PROJECT; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

7.5 RESOLUTION #2022-163

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING THE AGREEMENT BETWEEN THE CITY OF DANIA BEACH AND KAILAS CORP. TO ADJUST THE COUNTY BUSINESS ENTERPRISE (CBE) REQUIREMENTS FOR THE SOUTHWEST 43RD TERRACE STORMWATER IMPROVEMENT PROJECT; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

Addendum (Title read by City Attorney)

7.6 RESOLUTION #2022-165

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, URGING THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA TO INCREASE FUNDING FOR SCHOOL RESOURCE OFFICERS FOR EVERY SCHOOL WITHIN BROWARD COUNTY, FLORIDA; PROVIDING FOR DISTRIBUTION; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Mayor James)*

Commissioner Lewellen motioned to adopt the Consent Agenda, with the addition of Item 7.6; seconded by Commissioner Odman. The motion carried unanimously.

8. Bids and Requests for Proposals

This item was taken up immediately following item #9.2.

8.1 RESOLUTION #2022-164

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, RETROACTIVELY RATIFYING THE PUBLIC SERVICES DEPARTMENT'S ISSUANCE OF AN INVITATION TO BID (ITB) FOR THE REHABILITATION OF LIFT STATIONS 1, 2 AND 3 PROJECT; AUTHORIZING THE AWARD OF INVITATION TO BID ("ITB") NO. 22-026, ENTITLED "REHABILITATION OF LIFT STATIONS 1, 2 AND 3" TO SOUTHERN UNDERGROUND INDUSTRIES, INC, IN AN AMOUNT NOT TO EXCEED FOUR MILLION EIGHT HUNDRED TWENTY-ONE THOUSAND FIVE HUNDRED TWENTY DOLLARS ($4,821,520.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

City Attorney Boutsis read the title of Resolution #2022-164.

Vice-Mayor Salvino motioned to adopt Resolution #2022-164; seconded by Commissioner Lewellen. The motion carried unanimously.

9. Public Hearings

9.1 ORDINANCE #2022-003

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, TO ADOPT AN AMENDMENT TO THE CITY OF DANIA BEACH COMPREHENSIVE PLAN TO UPDATE THE WATER SUPPLY PLANNING PROVISION, BY AMENDING THE TEXT FOR THE "SANITARY SEWER, SOLID WASTE, DRAINAGE, POTABLE WATER, NATURAL GROUNDWATER AQUIFER RECHARGE ELEMENT," THE "CAPITAL IMPROVEMENTS ELEMENT," THE "CONSERVATION ELEMENT," AND THE "FUTURE LAND USE ELEMENT" ATTACHED AS COMPOSITE EXHIBIT "A," AND INCORPORATED BY REFERENCE INTO THIS ORDINANCE; PROVIDING FOR TRANSMITTAL TO THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY (DEO) AND ALL OTHER UNITS OF LOCAL GOVERNMENT AND OTHER GOVERNMENTAL AGENCIES, AS REQUIRED BY LAW; PROVIDING FOR CONFLICTS; PROVIDING FOR INCLUSION IN THE COMPREHENSIVE PLAN; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. **(SECOND READING)** *(Community Development)*

City Attorney Boutsis read the title of Ordinance #2022-003.

Corinne Lajoie, Assistant Director of Community Development, gave a brief presentation on the Comprehensive Plan amendment to update the water supply planning provision.

Mayor James noted she wants to be sure this addresses the meters we are giving to developers or our residents.

Deputy City Manager Sosa-Cruz responded there are no restrictions or blocking off anyone from requesting an irrigation meter. That was discussed last time, and we made that change in the internal policy so people may request it if they wish.

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 #2022-003, on second reading; seconded by Commissioner Lewellen. The motion carried unanimously.

9.2 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. **(SECOND READING)** *(Public Services)*

City Attorney Boutsis read the title of Ordinance #2022-031.

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 #2022-031, on second reading; seconded by Commissioner Lewellen. The motion carried unanimously.

Item #8.1 was taken up at this time.

10. Discussion and Possible Action

There were no discussion items on the agenda.

11. Commission Comments

11.1 Commissioner Davis

Commissioner Davis spoke of attending the going home service for Rodney Collins, installation of the beach lifeguard towers, our pristine beach (she thanked the entire beach team), groundbreaking at CW Thomas Park, State of the City event, Greater Fort Lauderdale Alliance dinner, employee appreciation picnic, and Dania Pointe Food and Wine Festival.

11.2 Commissioner Lewellen

Commissioner Lewellen spoke of Rodney Collins' service, CW Thomas Park groundbreaking, State of the City event, Greater Fort Lauderdale Alliance dinner (everyone was talking about Dania Beach), and the Dania Pointe Food and Wine Festival.

11.3 Commissioner Odman

Commissioner Odman thanked City Manager Garcia for putting all the recognition for her together. She added she will occasionally check in.

11.4 Vice-Mayor Salvino

Vice-Mayor Salvino spoke of the Dania Pointe Wine and Food Festival and the upcoming Exotic Car Show; these events are bringing more and more people to our City. He also spoke of the Griffin Road landscaping, downtown improvements and in general, the feel-good nature of the City and Team right now. He thanked Commissioner Odman for her service.

11.5 Mayor James

Mayor James spoke about the groundbreaking at CW Thomas Park, the Dania Pointe Wine and Food Festival, the ribbon cutting for City Hall West Wing, and the first State of the City event live (she applauded all City staff involved). She noted she would make comments about Commissioner Odman at the Organization Meeting. She thanked Vice-Mayor Salvino for the employee appreciation event.

12. Appointments

There were no appointments at this meeting.

13. Administrative Reports

13.1 City Manager

City Manager Garcia said we are more than 50% complete with the Griffin Road corridor. Director of Public Services Rodriguez and Deputy Director of Public Services Ozaydin assessed the Marina Mile median; we now have an agreement with FDOT to maintain the median.

Mayor James asked if we have a schedule for FDOT to stay on top of them.

Public Services Deputy Director Ozaydin said he was told by FDOT they would maintain it once a month.

City Manager Garcia acknowledged the great work of our Parks & Recreation team with the CW Thomas Park improvement project.

City Manager Garcia thanked Public Services for their assistance with the drainage issue during High Holy Days in the cul de sac on 37th Terrace. She said the team is truly remarkable.

City Manager Garcia thanked the Commission for their support and thanked Vice-Mayor Salvino for the employee appreciation picnic and spoke about seeing everyone there enjoying themselves. She thanked staff for the State of the City event and said it was a total team effort. She is looking forward to all the great things occurring in our City and noted we have a great partnership with Dania Pointe.

City Manager Garcia wished the best to Commissioner Odman.

Mayor James wished City Manager Garcia a happy birthday.

13.2 City Attorney

Discussion regarding settlement request by 1000 Mermaids

City Attorney Boutsis reviewed the information included in the agenda packet describing Ocean Rescue Alliance/1000 Mermaids' request for forgiveness of $9,000.00 of the total repayment amount of $41,500.00.

Vice-Mayor Salvino said they had the mermaid on the beach, which was an attraction, and asked why they did not leave it there and bill us for that.

City Attorney Boutsis responded because we cancelled the contract, they took it away.

Vice-Mayor Salvino questioned the cost of the piece and asked who gave the authorization to put the mermaid there.

City Attorney Boutsis explained they originally got a preliminary yes from the Navy and that is why we proceeded; then the higher division of the Navy said the authorization was wrong.

Vice-Mayor Salvino said he would not be in favor of forgiving $9,000.00.

Mayor James questioned if they are doing something with the City of Hollywood.

City Attorney Boutsis responded they are working with the City of Hollywood.

Mayor James asked why they cannot use those funds to pay us back.

City Attorney Boutsis noted all the funds they are giving us right now are from the Hollywood project.

Commissioner Davis questioned if it is worth our funds to sue them if it will cost $5,000.00 to do so; she would say no to suing them and move forward.

Commissioner Lewellen said she was also looking at the cost of a lawsuit, which would be spending more money in the long run. There were a lot of folks who came out for photographs; it brought us some benefits. She favors calling it a wash and moving on.

Commissioner Odman commented the entire project was so convoluted. She hopes they continue to do good work in Broward County, and she does not want anything negative. Her request is that we forgive the $9,000.00.

Vice-Mayor Salvino noted he liked the project and they do do good things. He does not know how much they will make from Hollywood. If they are making a good amount of money on the project there, he questions why we are taking a loss of our taxpayers' money. However, he is good to go with whatever the majority may be.

The Commission consensus was to forgive $9,000.00 of the total repayment amount.

City Attorney Boutsis gave an update on the Hollywood parcel annexation. Hollywood has not finished their rounds with their City Commission to see if we can come to an agreement for the interlocal. This Commission made a recommendation that we provided to the City of Hollywood. The administration has rejected that recommendation and they are looking at four 5-year terms for a total of 20 years of the parking for free, Monday through Friday, for Hollywood residents.

Vice-Mayor Salvino said his point is it does not bother him; we will not be all that busy Monday through Friday. We are getting something out of it either way.

Mayor James noted she wants to know what 5 + 5 + 5 + 5 looks like financially and asked what type of a loss we are talking about.

City Manager Garcia commented she wants the Commission to consider the alternative; no parking garage, the possibility of Lucky Fish failing, the possibilities of the revenues from Lucky Fish, Quarterdeck, the pier, sundries and the additional containers, and the business that is expanding at the Quarterdeck. She stopped sending the Commission the weekend closures; it happens all the time. This started with parking in perpetuity; this is negotiation.

Mayor James said she understands this is a negotiation. Obviously, we do not want our businesses to fail; as a board, we must look at things and decide which way to go. She wants the Commission to make the best-informed decision they can make, and they need all the information. Those are just questions that she has.

City Manager Garcia noted it came to us for Monday through Friday in perpetuity and we pushed back, and they came back. We can look at the costs but a lot of it would be hypothetical.

City Attorney Boutsis explained she would sit down with Chief Financial Officer DiPaolo to see if we could come up with numbers. It may be very difficult with the numbers because Hollywood has a certain number of parking passes which means they can go to any beach in Hollywood for free. Right now, during Monday through Friday, our parking lot is pretty empty.

Mayor James said she would meet offline with City Attorney Boutsis and City Manager Garcia to see what the stipulations are.

Commissioner Davis commented the bottom line is that garage has got to be built. You can gather as much information as you would want, but at the end of the day, we have put so much into having a successful restaurant and we have done so much to upgrade and elevate our beach, that garage needs to be built. We need to be good neighbors with Hollywood, and we need to cultivate that relationship with them. We need to be in a position to trust our administration to do what they do. She wants us to be clear about what we are doing; she wants Hollywood to know we want to be a good neighbor. It can be a win/win.

Commissioner Lewellen said she does not think it would be possible to know the revenue. It is important that we have the parking garage. She is happy to hear that Hollywood is even talking to us. This is one parcel they are willing to work with us on. She would be happy to determine

the financials if we had a way to figure it out, but if we cannot, let us make do with what we have and get the parking garage built.

Mayor James noted she wanted to be clear on her tone. It sounds like she is saying no and that is absolutely not what she is saying. The last time we had this discussion, we all had concerns and input. She is always going to have input and she will always want her questions answered. It is her job as an elected official here in the City. We need a parking garage; that is not a question in anyone's mind. She just wants to make sure she is comfortable enough with the information. She will talk with City Attorney Boutsis and City Manager Garcia offline so that she can thoroughly understand this.

City Manager Garcia added a consensus is needed from the Commission to go back to Hollywood to negotiate from what they are asking us.

City Attorney Boutsis said it sounds like staff has a direction to go on and she will share with the Commission what the proposed terms and renewals are.

13.3 City Clerk - Reminders

Wednesday, November 9, 2022 - 5:30 p.m.	CRA Board Meeting
Wednesday, November 9, 2022 - 7:00 p.m.	City Commission Meeting
Monday, November 21, 2022 - 6:00 p.m.	Organization Meeting
Monday, November 21, 2022 - 7:00 p.m.	City Commission Meeting

14. Adjournment

Mayor James adjourned the meeting at 8:54 p.m.

ATTEST: CITY OF DANIA BEACH

_____ _____

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Consent Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)
ADOPT RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH WESTWAY TOWING, INC. FOR TOWING SERVICES IN THE CITY OF DANIA BEACH

Purchasing Requests ONLY		
Dept:	Acct #:	Amt:
Fund:		

Fiscal Impact/Cost Summary

Exhibits Attached
Memo -Westway Towing, R 2022- Westway Towing, Inc. Agreement for Towing Services, Exhibit A Westway Towing, Inc. Agreement for Towing Services

CITY OF DANIA BEACH
CITY ATTORNEY'S OFFICE

MEMORANDUM

DATE: November 21, 2022

TO: Honorable Mayor and Commissioners

FROM: Eve A. Boutsis, City Attorney Eve A. Boutsis Digitally signed by Eve A. Boutsis Date: 2022.11.10 09:49:47 -05'00'

SUBJECT: **Westway Towing, Inc. Agreement**

The Request

To approve an agreement with Westway Towing, Inc.

Background

The City Commission of the City of Dania Beach, Florida, seeks to protect the personal safety and property of its citizens and visitors and in furtherance of this goal the City adopted Chapter 20, entitled "Wrecker and Towing Services" to establish minimum standards of quality and efficiency for emergency recovery, towing and storage services utilized by the City is in the public interest. The utilization of improper equipment or unqualified operators exposes public safety personnel and others present at an accident or recovery scene to undue safety hazards, results in undue damage to vehicles or vessels, and causes excessive delays in clearing the highway and securing the vehicles or vessels.

Based upon the foregoing, **o**n May 11, 2021, the City of Dania Beach adopted Ordinance No. 2021-015, amended Chapter 20 to provide a revision to Section 20-48, entitled "Calls to be rotated on list," Which states: "As to wrecker or towing services which are on the approved list, the chief of police is directed to adopt a plan so that the calls are rotated on an even and equitable basis among the eligible services on such approved list." Currently the City has only one towing contract, with Mac Towing, as prior to the 2021 amendment, the only towing company allowed to provide services to the City had to be physically located in the City. The City amended Section 20-49(b), entitled "Qualifications to be Listed", which amendment extended the right to provide towing services to any qualified company within 10 miles of the City's jurisdictional limits , provided the chief of police authorizes/signs-off on the listing.

Westway reached out to the City, consistent with the City's Code, and requested to be added to the City's Qualified List of Towing Companies. Westway Towing, Inc. ("Westway"), which is located at 3681 West Oakland Park Boulevard, Lauderdale Lakes, Florida, is within 10 miles of the City. Consistent with the requirements of Section 20-48 and meets the minimum qualifications of the City. the Broward Sheriff's Office, and their legal team have signed off on

the City's proposed agreement with Westway. Chief Danny Marks, as the City's Chief of Police, reviewed Westway's credentials and authorizes the use of Westway.

In order to be placed on the City's list, Westway is required to agree to certain basic terms and conditions. Westway is a qualified firm willing and able to perform the services herein required from time to time pursuant to the basic terms and conditions set forth in the attached Agreement. The City intends and Westway acknowledges that any services performed pursuant to the proposed Agreement shall be non-exclusive and performed on an as needed basis and at the sole discretion of City, with no guaranty as to any minimum amount of tows to be performed by Westway. Under the agreement, Westway shall perform services for an initial three (3) year period, commencing in November, 2022. The Agreement may be renewed for two (2) additional three (3) year terms upon the mutual consent of the Parties, as evidenced by a written amendment(s). Westway shall tow, at no charge to and at the request of the City, all City owned and leased vehicles or vessels to either the CITY Police Department Headquarters, or a repair shop designated by the City, or any other specified City facility.

Recommendation
That the agreement be authorized and executed by the appropriate city official.

Budgetary Impact
No budgetary impact anticipated.

EAB:la
Agreement

cc: Ana M. Garcia, ICMA-CM, City Manager
Candido Sosa-Cruz, ICMA-CM, Deputy City Manage
Danny Marks, Chief of Police

RESOLUTION NO. 2022-166

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH WESTWAY TOWING, INC. FOR TOWING SERVICES IN THE CITY OF DANIA BEACH; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Dania Beach, Florida, seeks to protect the personal safety and property of its citizens and visitors and in furtherance of this goal the City adopted Chapter 20, entitled "Wrecker and Towing Services" to establish minimum standards of quality and efficiency for emergency recovery, towing and storage services utilized by the City is in the public interest and

WHEREAS, the utilization of improper equipment or unqualified operators exposes public safety personnel and others present at an accident or recovery scene to undue safety hazards, results in undue damage to vehicles or vessels, and causes excessive delays in clearing the highway and securing the vehicles or vessels; and

WHEREAS, On May 11, 2021, the City of Dania Beach adopted Ordinance No. 2021-015, amending Chapter 20 to provide a revision to Section 20-48, entitled "Calls to be rotated on list," which states: "As to wrecker or towing services which are on the approved list, the chief of police is directed to adopt a plan so that the calls are rotated on an even and equitable basis among the eligible services on such approved list;" and

WHEREAS, currently the City has only one towing contract, with Mac Towing, as prior to the 2021 amendment, the only towing company allowed to provide services to the City had to be physically located in the City; and

WHEREAS, part of the 2021 Code Amendments was a revision to Section 20-49(b), entitled "Qualifications to be Listed", to allow any qualified towing service to apply to be on the City's towing list provided they meet the City's qualifications, the chief of police authorizes the listing, and the towing company is located within 10 miles of the City; and

WHEREAS, Westway Towing, Inc. ("Westway"), is located at 3681 West Oakland Park Boulevard, Lauderdale Lakes, Florida, which is within 10 miles of the City, consistent with the requirements of Section 20-48, and meets the minimum qualifications of the City; and

WHEREAS, the Broward Sheriff's Office, and their legal team have signed off on the City's proposed agreement with Westway and Chief Danny Marks, as the City's Chief of Police, authorizes the use of Westway; and

WHEREAS, in order to be placed on the City's list, Westway is required to agree to certain basic terms and conditions; and

WHEREAS, Westway is a qualified firm willing and able to perform the services herein required from time to time pursuant to the basic terms and conditions set forth in the Agreement attached to this Resolution as Exhibit A, and is incorporated by reference into this Resolution; and

WHEREAS, the City intends and Westway acknowledges that any services performed pursuant to the attached Agreement shall be non-exclusive and performed on an as-needed basis and at the sole discretion of City, with no guaranty as to any minimum amount of tows to be performed by Westway; and

WHEREAS, Westway shall perform the services for an initial three (3) year period which shall commence in November 2022, and naturally expire three (3) years thereafter; and

WHEREAS, the Agreement may be renewed for two (2) additional three (3) year terms upon the mutual consent of the Parties, evidenced by a written amendment; and

WHEREAS, the City desires to authorize additional towing services;

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 execution of towing agreement with Westway Towing, Inc. for a three-year term, with two, three-year extensions.

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

Section 4. That this Resolution shall be in force and take effect immediately upon its passage and adoption.

PASSED AND ADOPTED on November 21, 2022.

ATTEST:

THOMAS SCHNEIDER, CMC CITY CLERK	ARCHIBALD J. RYAN IV MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

TOWING SERVICES AGREEMENT

THIS AGREEMENT ("Agreement"), is dated this ___day of _____ , **2022,** and is entered into by and between the **City of Dania Beach,** a municipal corporation of the State of Florida, with a business address of 100 W Dania Beach Boulevard**,** Dania Beach, Florida 33004 (hereinafter referred to as the "City"), and **Westway Towing, Inc.,** a **profit corporation,** as listed with the Florida Division of Corporations, authorized to do business in the State of Florida, and with a business address of 3681 W. Oakland Park Blvd., Lauderdale Lakes, Florida 33311 (hereinafter referred to as the "Contractor"). City and Contractor may hereinafter be referred to collectively as the "Parties."

W I T N E S S E T H :

In consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, City and Contractor agree as follows:

ARTICLE 1
PREAMBLE

1.1 In order to establish the background, context and form of reference for this Agreement, and to generally express the objectives and intentions of the respective parties herein, the following statements, representations, and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

1.2 The City Commission of the City of Dania Beach, Florida, seeks to protect the personal safety and property of its citizens and visitors.

1.3 The establishment of minimum standards of quality and efficiency for emergency recovery, towing and storage services utilized by the City is in the public interest.

1.4 Utilization of improper equipment or unqualified operators exposes public safety personnel and others present at an accident or recovery scene to undue safety hazards, results in undue damage to vehicles or vessels, and causes excessive delays in clearing the highway and securing the vehicles or vessels.

1.5 On May 11, 2021, the City of Dania Beach adopted Ordinance No. 2021-015, which amended chapter 20 relating to “Wrecker and Towing,” to provide a revision to Section 20-48, entitled “Calls to be rotated on list,” which states: “As to wrecker or towing services which are on the approved list, the chief of police is directed to adopt a plan so that the calls are rotated on an even and equitable basis among the eligible services on such approved list;” and

1.6 Currently the City has only one towing contract, with Mac Towing, as prior to the 2021 amendment, the only towing company allowed to provide services to the City had to be physically located in the City; and

1.7 Part of the 2021 Code Amendments was a revision to Section 20-49(b), entitled "Qualifications to be Listed", to allow any qualified towing service to apply to be on the City's towing list provided they meet the City's qualifications, the chief of police authorizes the listing, and the towing company is located within 10 miles of the City; and

1.8 Westway is located at 3681 West Oakland Park Boulevard, Lauderdale Lakes, Florida which is within 10 miles of the City, consistent with the requirements of Section 20-48, and meets the minimum qualifications of the City; and

1.9 In order to be placed on the City's list, Contractor is required to agree to certain basic terms and conditions; and

1.9 Contractor is a qualified firm willing and able to perform the services herein required from time to time pursuant to the basic terms and conditions set forth in this Agreement. The City intends and Contractor acknowledges that any services performed pursuant to this Agreement shall be non-exclusive and performed on an as needed basis and at the sole discretion of City, with no guaranty as to any minimum amount of tows to be performed by Contractor.

ARTICLE 2
SERVICES AND RESPONSIBILITIES

2.1 General

2.1.1 Contractor**,** for and in consideration of the requirements herein contained, agrees to remove vehicles or vessels from the streets or other property within the City, as directed by authorized representatives of the City's Police Department[1] and other City designee(s), in accordance with the City's Code of Ordinances.

2.1.2 The Contractor agrees that in the performance of this Agreement, it will not discriminate or permit discrimination in its hiring practices, or in the performance of this Agreement, against any person on the basis of his or her race, sex, religion, political affiliation or national origin.

2.1.3 Contractor understands that nothing in this Agreement will prevent the owner or other legally authorized person responsible for the vehicle from calling a wrecker or tow truck of his own choice or requesting that his or her vehicle be towed to a garage or compound other than that of the Contractor.

[1] Please be aware that the City of Dania Beach's Police Department is contracted through Broward Sheriff's Office (BSO).

2.1.4 Contractor shall furnish all services, labor, equipment, and materials necessary and as may be required in the performance of this Agreement, except as otherwise specifically provided for herein, and all work performed under this Agreement shall be done in a professional manner.

2.1.5 Contractor hereby represents to City, with full knowledge that City is relying upon these representations when entering into this Agreement with Contractor, that Contractor has the professional expertise, experience and manpower to perform the services to be provided by Contractor pursuant to the terms of this Agreement.

2.1.6 Contractor agrees to permit members of the City's Police and Public Service Departments or other authorized City personnel to inspect its compound(s), equipment, stored vehicles or vessels, personal property and records, relative to this Agreement, whenever, in the opinion of said representatives of the City, such inspection is deemed reasonably necessary.

2.1.7 Contractor acknowledges and agrees that nothing in this Agreement shall be construed or interpreted as granting to Contractor any exclusive rights or privileges arising from the services herein described to the exclusion of any other third-party.

2.1.8 As needed, the City shall communicate with Contractor to determine Contractor's availability to perform a particular assignment or facilitate a tow within a required time period pursuant to the terms and conditions of this Agreement. Contractor shall not perform any tow services pursuant to the terms of this Agreement without first gaining prior authorization and direction from the City.

2.2 **Services To Be Provided By Contractor**

2.2.1 Contractor shall tow, at no charge to and at the request of the City, all City owned and leased vehicles or vessels to the City Police Department Headquarters located at 4300 NW 36th Street, Lauderdale Lakes, Florida 33319 ("Police Department Service Center"), City Hall, located at 100 West Dania Beach Boulevard, Fleet Management, located at 1201 Stirling Road, Dania Beach, Florida 33004, or a repair shop designated by the City, or any other specified City facility.

2.2.1.1 Contractor will repair or change flat tires on in-service City vehicles or vessels (utilizing City tires). Contractor shall invoice City for such services pursuant to a detailed purchase order, which shall include information such as the vehicle license plate number, date of service, services performed, materials utilized, and any other information reasonably required by the City. "In-service City vehicle" shall mean any City class "A" vehicle owned or operated by the City and is operated by a City employee.

2.2.1.2 Contractor shall only be required to respond to those locations in Broward or Dade County to which City vehicles or vessels may travel.

2.2.2 Contractor shall tow, any vehicles or vessels impounded, confiscated or pending forfeiture proceedings on behalf of the City's Police Department in accordance with §§323.001 and 932.704, Florida Statutes.

2.2.3 Contractor shall tow, at no charge to the City, any vehicles or vessels that are inoperable, illegally parked, or abandoned in a City right-of-way, at a City facility, or on City property, in violation of the City's Code of Ordinances or the requirements of Florida Statutes, as may be amended from time to time, at the direction of City's Police Department.

Records

2.3

2.3.1 Contractor shall have prepared billheads, setting forth the names and addresses of the places of business of the Contractor. Before an impounded vehicle is claimed by the owner or person lawfully entitled to possession, the Contractor will provide such person with an itemized statement of all charges for the towing and storage of the vehicle(s). Contractor shall retain a duplicate copy of such bill and shall produce same upon demand of the City's Police Department.

2.3.2 Before receiving payment from a vehicle owner or other person legally responsible for the vehicle or vessel towed, the Contractor, his agent, employee or assign, will prepare a bill on the above billhead, in duplicate, containing the following information:

a. Name & address of the person engaging the Contractor.
b. License number of the vehicle(s).
c. Motor and VIN number.
d. Personal property recovered and returned to the owner of the vehicle or person lawfully entitled to its possession.
e. Make, year, model, color of vehicle(s) towed and/or stored.
f. Date of the request/tow.

2.3.3 Contractor shall keep a hard covered log book or electronic record detailing the number and type of calls handled by Contractor pursuant to this Agreement. The log shall include information such as:

a. Date, time, and location from which the vehicle or vessel was removed.
b. City designee or Police Officer requesting the tow.
c. Vehicle make, model, license plate if known, the VIN number, name and address
of the owner or other person legally responsible for the vehicle.

d. The date the vehicle(s) was towed and released to the owner or other person legally responsible for the vehicle.
e. The name of Contractor's designee responsible for the tow.
f. The costs charged to the owner or person lawfully entitled to possession of the vehicle.
g. All notifications to owner or attempts to locate the owner or other legally authorized person.
h. Full inventory list of contents if applicable.

2.3.4 Contractor shall provide to the City's Police Department, on a monthly basis, a complete and detailed listing of vehicles or vessels which have been towed pursuant to this Agreement within such month, and which have remained on the Contractor's lots for a period in excess of thirty (30) days, as more particularly described in Section 2.4 below.

2.3.5 Contractor shall also be responsible for keeping a log book or electronic record detailing any notice sent to a vehicle owner or other person legally responsible for such vehicle, such record shall include information such as: vehicle license number, date of notice, time of notice, method of notification, and any other information reasonably required by the City.

2.4 REQUIRED REPORTS

2.4.1 **Monthly Reports.**

2.4.1.1 **Towing Reports.** The Contractor shall keep accurate monthly records of the number of tows made and customers served and shall provide a monthly report to the City's Contract Manager within ten (10) days of the end of the month for which the data was collected. The Contractor will maintain, for a period of seven (7) years, copies of invoices that are to be made available for City inspection. Reports shall include all tows made pursuant to this Agreement, including vehicles that are impounded, confiscated, or pending forfeiture proceedings. Reports shall also include City owned or leased vehicles that are towed at no charge to the City. The Monthly Towing Report shall contain the following information:

a Date, time, and location from which the vehicle or vessel was removed.
b. City designee or Police Officer requesting the tow.
c. The name of Contractor's designee responsible for the tow.
d Make, year, model color of vehicle(s) towed and/or stored.
e. License number of the vehicle(s).
Motor and VIN number.

f. Name and address of the owner or other person legally responsible for the vehicle.
Full inventory list of contents if applicable.

g. Personal property recovered and returned to the owner of the vehicle or person lawfully entitled to its possession.

h. The name of Contractor's designee responsible for releasing the vehicle(s) to the owner or other person legally responsible for the vehicle.

i. Name and address of the person engaging the Contractor. The date the vehicle(s) was released to the owner or other person legally responsible for the vehicle.

j. Detailed costs, including the administrative fee, charged to the owner or person lawfully entitled to possession of the vehicle. All notifications to owner or attempts to locate the owner or other legally authorized person, including date of notice, time of notice, method of notification, and any other information reasonably required by the City.

2.4.1.2 **Report on Vehicles Exceeding Thirty (30) Days.** The Contractor will provide to the City's Police Department a complete and detailed listing of vehicles which have been towed pursuant to the agreement between the parties, and which have remained on the Contractor's lots for a period in excess of thirty (30) days. The same information will be provided to the City relating to personal property coming into the Contractor's control as a result of the agreement, which has remained in the Contractor's control for a period in excess of thirty (30) days.

2.4.1.3 **Complaints and Resolutions Report.** For each complaint received, the Contractor is expected to maintain a log for all complaints and the actual or planned resolution. The Contractor shall submit a monthly report including a summary of all complaints received and resolutions of such during the reporting period. The report format shall be approved by the City's Contract Manager.

2.4.2 **Quarterly Reports.**

2.4.2.1 **Fleet Size & Ownership.** Contractor shall provide updated information regarding the Contractor's Fleet Size & Ownership of the Fleet, to the City's Contract Manager to review on a quarterly basis to ensure that the appropriate level of equipment is being provided. Contractor shall notify the City's Contract Manager regarding any changes to the size and condition of the fleet, including ownership status of the vehicles on a regular basis.

2.4.2.2 **Storage Lot Location and Ownership.** Contractor shall not change the storage facility location without written permission from the City's Police Department. The awarded Contractor(s) will need to provide updated information regarding the Contractor's Storage Lot and Ownership on a quarterly basis to confirm status and condition of the storage facility. Contractor shall notify the City's Contract Manager regarding any changes to the storage facility, including ownership status of the facility, on a regular basis, and at minimum, quarterly.

2.4.3 **Report Timeline and Formatting.** The required monthly reports shall be filed not later than ten (10) calendar days after the last day of the preceding month. The quarterly reports shall be filed not later than ten (10) calendar days after the last day of the preceding quarter. Respectively, the quarterly reports would be made on April 10th, July 10th, October 10th, and January 10th. The final report format will be approved by the City's Contract Manager or designee. The City reserves the right to modify the report format and require more or different information as may be determined necessary during the term of this Agreement. The City reserves the right to terminate this Agreement in the case of repetitive failure to comply with record keeping requirements set forth herein.

2.5 Report Cards And Reviews

The City's Contract Manager will complete a Performance Report Card on a quarterly basis, at minimum, to address all areas of the Contractor's Performance and to document all services that are being performed in a satisfactory or un-satisfactory manner. These Performance Report Cards will be shared with the Contractor(s) so that they can provide a written plan on how to cure and remedy all areas of concerns and the timeline in which these items will be addressed. Failure of Contractor to comply in a timely manner may result in a breach of contract. This process shall in no way limit the City's Contract Manager and the Contractor from addressing issues as they arise on a day to day basis.

ARTICLE 3
MINIMUM STANDARDS

3.1 The Compound

3.1.1 Contractor shall maintain a storage facility of a sufficient size and capability to accommodate vehicles or vessels to be removed from the City pursuant to, and during the period of this Agreement (herein "Compound").

3.1.1.1 In compliance with §713.78, Florida Statutes, as may be amended from time to time, Contractor's Compound shall:

a. be equipped with a chain-link or solid-wall type fence at least six (6) feet in height;
b. have lighting of sufficient intensity to reveal persons and vehicles at a distance of at least one hundred fifty (150) feet during nighttime; and,
c. one (1) or more of the following security methods must be utilized at compound to discourage theft at the Compound.

i. a night dispatcher or watchman remains on duty at the storage facility from sunset to sunrise;
ii. a security dog remains at the storage facility from sunset to sunrise;
iii. security cameras or other similar surveillance devices monitor the storage facility; or
iv. a security guard service examines the storage facility at least once each hour from sunset to sunrise.

3.1.2 The Compound to be maintained by the Contractor shall be located within a distance of not further than ten (10) miles from City Hall, 100 West Dania Beach Boulevard, Dania Beach, Florida 33004.

3.1.3 Contractor shall provide, on a twenty-four (24) hour basis, attendants and sufficient equipment for immediate response to calls for service from the City's Police Department or its representatives. In addition, the Contractor agrees to make available adequate personnel to staff the Compound from 7:00 a.m. to 7:00 p.m., Monday through Saturday, for the purpose of releasing vehicles or vessels to the owner or other legally authorized person. Contractor further agrees to provide on-call personnel to release vehicles or vessels between 7:00 p.m. and 7:00 a.m.

3.1.4 Contractor shall furnish inside storage at the Compound for all vehicles or vessels which are of a body type, or in a physical condition, which is such that inclement weather could result in damage to the vehicles and vessels.

3.1.5 The Compound utilized by Contractor shall include an area which is secured by an enclosure with a locked entrance for the purpose of holding vehicles or vessels which may be evidence in a criminal cause.

3.1.6 Contractor shall not change the Compound location without first gaining written permission from the City's Police Department.

3.2 **Equipment**

3.2.1 Contractor agrees to own, lease or have a sufficient number of Class A, B, and C wreckers available for its use, so that it is able to respond to tow calls from the City's Police Department within thirty (30) minutes forthwith and proceed to remove any type of vehicle(s) from streets or property within the City.

3.2.1.1 If the Contractor utilizes a wrecker from another company, Contractor shall produce, in writing, the name of the subcontractor and proof that the wrecker used is insured so as to protect the City from all suits, judgments, executions and liabilities.

3.2.1.2 Contractor shall provide all towing vehicles or vessels used pursuant to this Agreement with a two-way radio communication system. This communication system shall be between the Contractor's base station and all tow and service trucks utilized in providing the City with towing service. The two-way radios will not be tuned to any police frequencies.

3.2.2 Tow trucks or wreckers used by the Contractor to tow vehicles or vessels from the streets and property within the City, as herein provided, shall adhere to the following guidelines:

3.2.2.1 The name, address, and telephone number of the establishment shall be lettered in a professional manner and affixed to both sides of the Contractor's wrecker.

3.2.2.2 There shall be a rotor beam type light mounted on top of the wrecker in such a manner that it can be seen from the front, rear and both sides. This light shall be amber in color and shall not be in operation when a wrecker has been dispatched to a tow call. The rotating amber light shall only be used at the scene of the tow, and while towing the vehicle back to a compound. No tow vehicle shall be equipped with a siren.

3.2.2.3 Amber lights shall be installed on the front of the wrecker, with amber reflectors on the front sides.

3.2.2.4 Red lights and red reflectors shall be installed on the rear and rear sides.

3.2.2.5 The following additional equipment shall be found in or on all of the Contractor's towing or wrecker vehicles:

a. Dollies.
b. At least one (1) heavy duty push broom and shovel.
c. Flood lights on hoist.
d. One (1) axe.
e. One (1) crowbar or pry-bar.
f. Minimum of one (1) four pound CO2 fire extinguisher or equal.
g. One (1) pair of bolt cutters.
h. One (1) set of jumper cables.
i. One (1) four-way lug wrench.
j. One (1) flashlight.
k. One (1) set of red reflectors.
1. One (1) set of three portable reflectors.
m. Five (5) thirty (30) minute fuses.
n. Two (2) red flags at least 1' X P.
o. Tire plug kits.
p. Air tanks or compressor

3.2.3 Wreckers shall be classified as follows:

3.2.3.1 **Class A** wreckers/tow trucks:

a.	Gross vehicle weight ratings	10,000 lbs.
b.	Boom capacity	8,000 lbs.
c.	Winching capacity	8,000 lbs.
d.	Cable size and length	3/8" X 100'
e.	Wheel lift retracted rating	6,000 lbs.
f.	Wheel lift extended ratings	4,000 lbs.
g.	Tow sling safe lift rating	3,500 lbs.
h.	Safety chains (2 each)	5/16 " high test
i.	Cab to axle dimension	58"

3.2.3.2 **Class B** wreckers/tow trucks:

a.	Gross vehicle weight ratings	19,000 lbs.
b.	Boom capacity	24,000 lbs.
c.	Winching capacity	24,000 lbs., except only 8,000 lbs. for flatbed slideback carrier
d.	Cable size and length	**IA" X** 200'
e.	Under-reach retracted rating	9,000 lbs.
f.	Under-reach extended ratings	7,000 lbs.
g.	Tow sling safe lift rating	8,500 lbs.
h.	Safety chains (2 each)	%" alloy
i.	Cab to axle dimension	84"

3.2.3.3 **Class C** wreckers/tow trucks:

a.	Gross vehicle weight ratings	30,000 lbs.
b.	Boom capacity	50,000 lbs.
c.	Winching capacity	50,000 lbs., except only 15,000 lbs. for flatbed
d.	Cable size and length	%" x 200'
e.	Under-reach retracted rating	25,000 lbs.
f.	Under-reach extended ratings	12,000 lbs.
g.	Tow sling safe lift rating	12,000 lbs.
h.	Safety chains (2 each)	'A" alloy
i.	Cab to axle dimension	144"

3.2.3.4 **Class D** wreckers/tow trucks:

a.	Gross vehicle weight ratings	58,000 lbs.
b.	Boom capacity	70,000 lbs.
c.	Winching capacity	70,000 lbs., except only 15,000 lbs. for flatbed slideback carrier
d.	Cable size and length	$^{3}/_{4}$" ^{x} 200'
e.	Wheel lift retracted rating	45,000 lbs.
f.	Wheel lift extended rating	15,000 lbs.
g.	Tow sling safe lift rating	12,000 lbs.
h.	Safety chains (2 each)	Y2" alloy
i..	Cab to axle dimension	180"

ARTICLE 4
TOWING AND IMPOUNDING PROCEDURES

4.1 Contractor agrees that, after arrival at a scene, the tow truck operator shall remove any hazards or debris from the street, and impound such vehicles or vessels as requested by a City Police Officer or other representative of the City's Police Department.

4.2 On all vehicles or vessels to be towed which are marked for confiscation, Contractor shall prepare a detailed listing of any and all damage, missing parts or other disorders of which the assigned officer and/or tow truck driver are aware.

4.3 City reserves the right to cancel a request for services of Contractor at any time, up to and including the time of hook-up. Contractor agrees that the mere response to a service call scene without other action will not constitute a service call for which charges are applicable.

4.4 As required by §713.78, Florida Statutes, as may be amended from time to time, where the City has requested a motor vehicle to be removed from an accident scene, street, or highway, the City will conduct an inventory and prepare a written record of all personal property found in the vehicle before the vehicle is removed by Contractor. However, if the owner or driver of the vehicle is present and accompanies the vehicle, no inventory shall be required.

4.5 IMPOUNDED VEHICLES

4.5.1 If at the time of the impounding the name of the registered owner or other legally authorized person responsible for the vehicle is not available, City's Police Department will supply this information to the Contractor as soon as possible. The City Police Department shall be responsible for preparing a vehicle storage receipt and the personal property inventory list, as may be applicable.

4.5.2 Notwithstanding the foregoing, the Contractor shall be responsible for the following:

4.5.2.1 Notifying the City Police Department, and requesting the name of the owner or other legally authorized person responsible for the vehicle if Contractor has not received such information within twelve (12) hours after the impoundment of the vehicle; and,

4.5.2.2 Notifying the registered owner or other legally authorized person responsible for the vehicle of the whereabouts of the vehicle within forty-eight (48) hours of impoundment if such person's identity has been supplied during that time or within forty-eight (48) hours after receipt of the aforementioned information from the City's Police Department.

4.5.3 Both Parties shall maintain a hard copy log book or electronic record at its place of business, detailing notices sent by either Party pursuant to this Agreement, which shall include the following information: vehicle license number, date of notice, time of notice, method of notification, and any other information reasonably required by the City.

4.5.4 If any vehicle is not claimed by the owner or other legally authorized person responsible for the vehicle within seven (7) days, the Contractor shall immediately thereafter file a written report with the City's Police Department.

4.6 RELEASING VEHICLES

4.6.1 In the event that the Contractor has vessel(s) or vehicle(s) in it's possession as a result of Contractor's performance of this Agreement, and is ordered to turn such property over to the County Court, the Sheriff of Broward County, or the City's Police Department pursuant to Chapter 323, 705, 715, or 932, Florida Statutes, as may be amended from time to time, the Contractor may recover the costs associated with towing, storage, and statutory fees in accordance with §§323.001 and 932.704, Florida Statutes, as may be amended from time to time.

4.6.2 Vehicles or vessels pending proof of ownership or forfeiture proceedings may be place on **"HOLD"** by the City. Contractor agrees to release any vehicle or vessel which has not been marked **"HOLD"** upon proof of ownership and payment by the owner or other legally responsible individual. Contractor further agrees that any vehicle towed which is marked **"HOLD"** may not be released without verbal or written authority from the City's Police Department. Should the City desire to have the "HOLD" period extend for longer than five (5) days, excluding holidays and weekends, the City shall provide Contractor written notification that the five (5) day "HOLD" period shall be extended.

4.6.3 Persons who make application for the release of towed and/or stored vehicles or vessels shall be required to present proof of ownership by presentation of a title or registration and Contractor shall provide such person with a copy of the vehicle storage receipt prepared by City. Contractor shall charge and collect, directly from the vehicle owner or other legally authorized person responsible for a vehicle or vessel towed pursuant to and in accordance with this Agreement and Florida Statutes, as may be amended from time to time.

4.6.4 In accordance with §713.78, Florida Statutes, as may be amended from time to time, any reasonable storage fee imposed by Contractor shall not be charged if the vehicle or vessel is stored for fewer than six (6) hours.

4.7 FORFEITURE VEHICLES

4.7.1 Vehicles or vessels seized for forfeiture pursuant to Dania Beach Police Department policy shall be towed to Contractor's secured lot at Compound, or upon City's request, to the Dania Beach Police Department Headquarters. Contractor may recover the costs associated with towing, storage, and statutory fees for vehicles or vessels subject to forfeiture and any vehicles held longer than the five (5) day "HOLD" period in accordance with §§323.00l and 932.704, Florida Statutes, as may be amended from time to time.

4.7.2 Payment for the cost of the original tow, daily storage fee, plus statutory charges, may be assessed at the conclusion of the forfeiture proceeding or upon settlement. Should the owner of the vehicle or vessel prevail at the forfeiture proceeding, the cost of the tow and storage charges shall be deducted from the monthly compensation amount to be paid

by Contractor to City pursuant to Article 6 of the Agreement. Should the City prevail, the owner of the vehicle or vessel shall be responsible for the payment of the applicable towing fee, storage charges, and statutory fees.

4.7.3 If forfeiture proceedings are not instituted, at the expiration of the five (5) day "HOLD" period and upon gaining City's approval, Contractor shall directly notify the owner or other legally authorized person responsible for the vehicle or vessel to pick up the vehicle or vessel from Contractor's Compound, Monday through Friday from 8:00 a.m.to 5:00 p.m. The owner of the vehicle shall be responsible for issuing payment to Contractor for the cost of the original tow, the daily storage fee which accrued during the five (5) day "HOLD" period, plus statutory fees consistent with Florida Statutes and more particularly described below in Article 6 below. The vehicle owner may incur additional storage fees if the vehicle is not retrieved immediately after notice is provided to the owner or other legally authorized individual that the "HOLD" has been released.

4.8 PERSONAL PROPERTY

4.8.1 Contractor shall have its employee, representative, or agent review the inventory of all personal property found in the vehicle that he is directed to tow with a City Police Officer or the owner or other legally authorized person responsible for the vehicle present. A copy of such inventory shall be maintained by Contractor as a permanent record. One copy of the inventory shall be given to the owner or other legally authorized person responsible for the vehicle, if known, or securely attached to the vehicle, and one copy shall be retained by the City Police Department.

4.8.2 Contractor shall allow the owner or other legally authorized person responsible for the vehicle, to remove unattached personal property from the vehicle on a "one time" basis at no extra charge.

4.8.3 Personal property in the vehicle stored by Contractor shall not be disposed of to defray any charges for towing or storage of vehicles or vessels without a Court Order.

4.8.4 Contractor agrees not to undertake any repairs to, or remove any part or parts from, any vehicle towed or stored pursuant to the provisions herein, without first obtaining permission in writing to complete same from the owner or other legally authorized person responsible for the vehicle. Contractor further agrees that when making any repairs, or rendering any estimates or invoices, for City vehicles or otherwise, it will abide by Florida Statutes relating to motor vehicles or vessels, towing, sales, repairs, maintenance and service, which statutory sections are incorporated herein by reference and made a part hereof.

ARTICLE 5
Contractor PERSONNEL, TRAINING, AND CUSTOMER SERVICE

5.1 Contractor PERSONNEL

5.1.1 The Contractor shall employ competent and qualified personnel that shall adhere to municipal, State and federal laws, in performance of the services herein required.

5.1.2 **Contractor's Representative.** Contractor shall have a competent and reliable representative on duty that is authorized to make decisions and act on its behalf ("Contractor's Representative"). Contractor agrees that City shall have twenty-four (24) hour access to said representative via a non-toll call from City. Contractor shall conduct a background criminal check on Contractor's representative assigned to this contract. Contractor's Representative shall:

5.1.2.1 Be equipped with and respond to any issues received from City from the field via a laptop computer with wireless internet access card, or with a hand held data device such as a smart phone;

5.1.2.2 Be equipped with a cellular phone for communications with City and customers to immediately return phone calls to City and customers;

5.1.2.3 Be responsible to respond to complaints on the same day complaint is received up to 7:00 PM. If the complaint is received after 7:00 PM, the Contractor's Representative shall respond to the complaint on the following day, including Sundays;

5.1.2.4 Have strong public relations skills, be able to effectively deal with angry or difficult customers, be able to successfully solve problems while protecting City's interest, highly motivated, dedicated, dependable, resourceful, and ability to establish positive relationships with City and the general public;

5.1.2.5 Attend periodic meetings with City, at a place and time determined by the City, to discuss and evaluate towing services, solve performance related issues, provide input, and share information, to ensure delivery of quality service;

5.1.2.6 Be required, upon the request of City, to attend public meetings, with City, to explain towing services; and,

5.1.2.7 Be required, upon the request of City, to perform duties related to towing services.

5.2 **EMPLOYEE TRAINING**

5.2.1 All employees involved in the performance of this Agreement including office and all Towing personnel, must be provided adequate training before and during their employment with Contractor.

5.2.2 **Customer Service Training.** All towing, administrative, supervisory and customer service personnel must receive customer service training prior to and during the time they are employed by Contractor. Contractor's employees shall treat all customers, co-workers, City employees and any individual with whom they come in contact in the performance of their duties in a polite and courteous manner. Rudeness, belligerence, and the use of profanity are strictly prohibited.

5.2.3 **Operating and Safety Training.** All temporary and newly hired permanent towing and supervisory personnel must receive comprehensive safety and operational training prior to working on the tow trucks. Contractor shall provide regularly scheduled, on-going operating and safety training for all employees. Such meetings shall be mandatory for all Towing and supervisory personnel and held not less than one (1) time per month, unless otherwise approved by the City's Contract Manager.

5.2.4 **Training Plan & Manuals.** Training manuals and schedules shall be maintained at the local office of Contractor and available for review at any time by City's Contract Manager. The Contractor must maintain and provide evidence to the City of ongoing employee safety training and practices, upon request of the City. The plan, at a minimum, shall include provisions for the proper training in worker safety practices, which prevent damage to human health, the environment and private property.

5.2.5 **Prohibition against Soliciting and Gratuities.** Contractor's employees shall not solicit, accept or encourage tips, gratuities, gifts or anything of value or accept any payments whatsoever on behalf of City while performing duties under this Agreement.

5.2.6 **City's right to have Contractor Remove Employees.** City reserves the right to make a complaint regarding any employee of Contractor who violates any provision herein, or who is wanton, negligent, or discourteous in the performance of his/her duties. City may recommend appropriate action be taken by Contractor and may require Contractor to remove any unacceptable employee, as determined by City, from service to City. City reserves the right to have Contractor remove employees who fail to meet these criteria from services related to this Agreement. In addition, the City may require the Contractor to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable.

5.3 **CUSTOMER SERVICE**

5.3.1 Office Staff and Hours for Complaint Handling. The Contractor will provide for prompt handling of complaints by maintaining an office staff that will receive record and handle complaints. Such staff will be available during the hours of 7 a.m. until 7 p.m., Monday through Saturday. During after hours, weekends, and holidays, the Contractor must make available a phone number to a call center or team of staff that can take calls and messages and respond to those citizen complaints in a timely fashion. The Contractor

will see to it that its employees serve the public in a courteous, helpful, and impartial manner. In the case of complaints regarding towing service or any related activities, the Contractor will, upon being notified of the complaint resolve the complaint in a timely manner. All complaints shall be logged in an electronic system and shall be accessible to the City's Contract Manager at any time. The Contractor shall develop a customer service program focusing on elimination of repeat customer complaints/requests.

ARTICLE 6
COMPENSATION AND METHOD OF PAYMENT

6. 1 The Parties agree compensation for services performed pursuant to this Agreement shall be paid in accordance with this Article.

6.2 The Parties acknowledge that if the requirements of §713.78, Florida Statutes, arc satisfied, Contractor shall have a lien on a vehicle or vessel towed in accordance with this Agreement for a reasonable towing fee, storage costs, and for City's Administrative Charge (as defined in Section 6.2.2 below).

6.2.1 "Maximum Towing Rate(s)" as used herein refers to the maximum non consent towing rates and storage fees established by Broward County, Florida, as may be amended from time to time and as codified by Broward County. a copy of which is attached as Exhibit “A” and is made a part of and is incorporated into this Agreement by this reference

6.2.2 "Administrative Charge" as used herein refers to the financial charge imposed by Contractor on the registered owner or other legally authorized person responsible for a towed vehicle or vessel towed pursuant to this Agreement. The City's Administrative Charge shall equal twenty-five percent (25%) of the Maximum Towing Rate for each tow performed by Contractor for non-City vehicles.

6.3 The Contractor shall charge and collect, directly from the vehicle owner or other legally authorized person responsible for a vehicle or vessel towed pursuant to this Agreement a reasonable towing and storage fee in accordance with the Maximum Towing Rates as identified above and for the City's Administrative Charge, as defined in Section 6.2 herein above, and in accordance with Florida Statutes, as may be applicable.

6.4 As consideration for performance of this Agreement, the Contractor may retain the reasonable towing and storage fees collected directly from the vehicle owner or other legally authorized person responsible for the vehicle or vessel towed in accordance with this Agreement.

6.5 The Contractor shall remit the Administrative Charge collected directly from the vehicle owner or other legally authorized person responsible for a vehicle or vessel towed pursuant to this Agreement to the City monthly, on or before the fourteenth (14^{th}) day of each month following collection.

ARTICLE 7
TERM AND TERMINATION

7.1 Contractor shall perform the services as identified herein, for an initial three (3) year period which shall commence on the date that this Agreement is fully executed, the "Effective Date" and naturally expire three (3) years thereafter.

7.2 This Agreement may be renewed for two (2) additional three (3) year terms upon the mutual consent of the Parties, evidenced by a written amendment to this Agreement extending the term hereof.

7.3 **Termination for Convenience.** This Agreement may be terminated by City for convenience, upon providing thirty (30) days written notice to Contractor. In the event the City terminates for convenience, Contractor shall cease performance of the Agreement and remit any Administrative Charge collected by Contractor prior to termination to City. In the event that the Contractor abandons this Agreement or causes it to be terminated, it shall indemnify City against any loss pertaining to such termination. All finished or unfinished documents, records, log books, inventory lists, and reports prepared by Contractor shall become the property of City and shall be delivered by Contractor to City.

7.4 **Post Contractual Obligations.** In the event that the term of this Agreement expires, the
Contractor agrees to continue providing services, at the current rates, on a month to month basis until the City establishes a new contract for services.

7.5 **Default by Contractor.** In addition to all other remedies available to City, this Agreement shall be subject to cancellation by City for cause, should. Contractor neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of seven (7) days after receipt by Contractor of written notice of such neglect or failure.

7.6 Upon the completion of this Agreement or termination by either Party, vehicles or vessels marked for confiscation by City's Police Department for use by City's Police Department in accordance with State Statute, will be towed to Police Department Headquarters.

ARTICLE 8
INDEMNIFICATION AND INSURANCE

8.1 Indemnification

8.1.1 Contractor shall indemnify and hold harmless the City, its officers, agents, assigns, employees, consultants, separate contractors, any of their subcontractors, and sub-subcontractors from and against claims, demands, or causes of action whatsoever, and the resulting losses, damages, costs and expenses, including but not limited to attorneys' fees, including paralegal expenses, liabilities, damages, orders, judgments, or decrees, sustained by the City arising out of or resulting from performance of this Agreement, the

failure of Contractor to take out and maintain insurance as required under this Agreement, and any negligent act or omission on behalf of Contractor, its employees, agents, partners, principals, subcontractors, and officers. The Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the City, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon.

8.1.2 Upon completion of all services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive indefinitely.

8.1.3 City reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Contractor.

8.1.4 Contractor may be liable for any accident, loss, injury or damages to persons and/or property arising out of and/or resulting from Contractor's performance of the services required by this Agreement.

8.1.5 Nothing contained herein is intended nor shall be construed to waive City's rights and immunities under the common law or Section 768.28, Florida Statutes, as may be amended from time to time.

8.2 **General Insurance Provisions**

8.2.1 Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City or its officers, employees, agents and instrumentalities as herein required.

8.2.2 Contractor shall not commence work under this Agreement until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the City nor shall the Contractor allow any subcontractor to commence work on any subcontract until all similar such insurance required of the subcontractor has been obtained and similarly approved.

8.2.3 Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with the City's Risk Manager prior to the commencement of this Agreement. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. The insurance company shall be rated no less than "A" as to management, and no less than "Class VI" as to financial strength according to the latest edition of Best's Insurance Guide published by A.M. Best Company.

8.2.4 Certificates of Insurance shall provide for thirty (30) days' prior written notice to the City in case of cancellation or material changes in the policy limits or coverage states. If the carrier cannot provide thirty (30) days' notice of cancellation, either the Contractor or their Insurance Broker must agree to provide notice.

8.2.5 Insurance shall be in force until all obligations required to be fulfilled under the terms of the Agreement are satisfactorily completed as evidenced by the formal acceptance by the City. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, the Contractor shall furnish, at least forty-five (45) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The Contractor shall neither commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. Contractor shall be liable to City for any lapses in service resulting from a gap in insurance coverage.

8.2.6 Contractor shall be required to obtain all applicable insurance coverage, as indicated below, prior to commencing any work pursuant to this Agreement.

(i) Commercial General Liability

A. Limits of Liability (Minimum)

- Bodily Injury & Property Damage Liability
- Each Occurrence $1,000,000
- Policy Aggregate $2,000,000
- Personal & Advertising Injury
  $2,000,000
- Products & Completed Operations
  $2,000,000

B. Endorsements Required: Include in body of COI and/or Description of Operations

- Waiver of Subrogation in favor of the City
- "The City of Dania Beach, Florida" added as named "Additional Insured"

(ii) Business Automobile Liability

A. Limits of Liability (Minimum)

- Bodily Injury and Property Damage
- Combined Single Limit $2,000,000
- Any Auto/Owned Autos or Scheduled Autos
- Including Hired and Non- Owned Autos
- Any One Accident
- PIP
- Physical Damage for your Vehicles

B. Endorsements Required - Include in body of COI and/or Description of Operations: City of Dania Beach included as an Additional Insured

C.

(iii) Crime Insurance/Fidelity Bonds – Third Party

Crime Insurance or Fidelity Bonds covering theft of monies, securities, or products in the amounts of:

Per Employee/Incident $50,000

(iv) Garagekeepers' Legal Liability (For Damage to Towed Vehicles while in compound)

Garagekeepers Limit: ACV Per Vehicle

(v) In Tow/On Hook Coverage (For Damage to Towed Vehicles while being towed)

Garagekeepers Limit: ACV Per Vehicle

(vi) Customer's Contents (For Contents in Vehicles in Care, Custody, Control)

Per Vehicle Limit: $500 Per Vehicle

(vii) Workers' Compensation / Employers' Liability

A. Workers Compensation Limits: Statutory - State of Florida

B. Employers Liability Limits:
   D. $500,000 for bodily injury caused by an accident, each accident
   E. $500,000 for bodily injury caused by disease, each employee
   F. $500,000 for bodily injury caused by disease, policy limit

Workers Compensation must be provided for all persons fulfilling this contract, whether employed, contracted, temporary or subcontracted is required.

(viii) Umbrella/Excess Liability (Excess Follow Form) can be utilized to provide the required limits. Coverage shall be "following form" and shall not be more restrictive than the underlying insurance policy coverages, including all special endorsements and City as Additional Insured status. Umbrella should include Employer's Liability.

Subcontractors' Compliance: It is the responsibility of the contractor to ensure that all subcontractors comply with all insurance requirements.

Copy of Additional Insured Endorsement or other endorsements may be attached to the Certificate.

Companies authorized to do business in the State of Florida with the following qualifications shall issue all insurance policies required above. City reserves the right but not the obligation to reject any insurer providing coverage due to poor or deteriorating financial condition.

Cancellation Requirements: Required insurance shall *always* be maintained during which the vendor is on City premises. The above policies shall provide the City of Dania Beach with 10 days' written notice of cancellation or material change from the insurer. If the policies do not contain such a provision, it is the responsibility of the Contractor to provide such notice.

Insurance Carrier Requirements: The Company must be rated no less than "A-" as to management, and no less than "Class VII" as to financial strength, by the latest edition of Best Insurance Guide published by A.M. best Company, or its equivalent. All policies or certificates of insurance are subject to review and verification by Risk Management.

Verification of Coverage: Proof of the required insurance must be furnished by Vendor to the City of Dania Beach Human Resources Department by Certificate of Insurance within 5 days of notification of award. All certificates (and any required documents) must be received and approved by Human Resources before any work commences to permit Vendor time to remedy any deficiencies.

Certificate Holder: City of Dania Beach,
ATTN: HR/Risk Department
100 West Dania Beach Boulevard
Dania Beach, FL 33004

Certificate Submittal:
Email Certificates to: mspear@daniabeachfl.gov

The City of Dania Beach, Florida reserves the right to review/revise, reject or accept any required policies of insurance, including limits, coverages or endorsements, herein throughout the term of this contract.

8.3 **Required Endorsements.**

8.3.1 The City of Dania Beach shall be named as an Additional Insured on each of the Liability Policies required herein.
8.3.2 Waiver of all Rights of Subrogation against the City.
8.3.3 Thirty (30) Day Notice of Cancellation or Non-Renewal to the City.
8.3.4 Contractor's policies shall be Primary & Non-Contributory.
8.3.5 All policies shall contain a "severability of interest" or "cross liability" clause without obligation for premium payment of the City.
8.3.6 The City of Dania Beach shall be named as a Loss Payee on all Property and/or Inland Marine Policies as their interest may appear.

8.4 Any and all insurance required of the Contractor pursuant to this Agreement must also be required by any subcontractor in the same limits and with all requirements as provided herein, including naming the City as an additional insured, in any work that is subcontracted unless such subcontractor is covered by the protection afforded by the Contractor and provided proof of such coverage is provided to City. The Contractor and any subcontractors shall maintain such policies during the term of this Agreement.

8.5 The City reserves the right to require any other additional types of insurance coverage and/or higher limits of liability it deems necessary based on the nature of work being performed under this Agreement.

8.6 The insurance requirements specified in this Agreement are minimum requirements and in no way reduce any liability the Contractor has assumed in the indemnification/hold harmless section(s) of this Agreement.

ARTICLE 9
NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT

During the performance of the Agreement, neither the Contractor nor any subcontractors shall discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Contractor will take affirmative action to ensure that employees are treated during employment, without regard

to their race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. Contractor further agrees that Contractor will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

ARTICLE 10
INDEPENDENT Contractor

This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the Contractor is an independent contractor under this Agreement and not the City's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. The Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of Contractor, which policies of Contractor shall not conflict with City, State, or Federal policies, rules or regulations relating to the use of Contractor's funds provided for herein. The Contractor agrees that it is a separate and independent enterprise from the City, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the Contractor and the City and the City will not be liable for any obligation incurred by Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

ARTICLE 11
AGREEMENT SUBJECT TO FUNDING

This agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Dania Beach in the annual budget for each fiscal year of this Agreement and is subject to termination based on lack of funding.

ARTICLE 12
UNCONTROLLABLE FORCES

Neither City nor Contractor shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is

beyond the reasonable control of the nonperforming party. It includes, but is not limited to tire, flood, earthquakes, storms, lightning, epidemic, pandemic, acts of God, war, riot, civil disturbance, sabotage, and governmental actions. Neither party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

ARTICLE 13
GOVERNING LAW AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida as now and hereafter in force. The venue for any and all actions or claims arising out of or related to this Agreement shall be in Broward County, Florida.

ARTICLE 14
SIGNATORY AUTHORITY

Contractor shall provide City with copies of requisite documentation evidencing that the signatory for Contractor has the authority to enter into this Agreement.

ARTICLE 15
BANKRUPTCY

It is agreed that if Contractor is adjudged bankrupt, either voluntarily or involuntarily, then this Agreement shall terminate effective on the date and at the time the bankruptcy petition is filed.

ARTICLE 16
MERGER; AMENDMENT

This Agreement constitutes the entire Agreement between Contractor and City, and all negotiations and oral understandings between the Parties are merged herein. This Agreement can be supplemented or amended only by a written document executed by both Contractor and City with the same formality and equal dignity herewith.

ARTICLE 17
DEFAULT OF CONTRACT & REMEDIES

17.1 **Operations During Dispute.** In the event that a dispute, if any, arises between City and Contractor relating to this Agreement, performance or compensation hereunder, Contractor shall continue to render service in full compliance with all terms and conditions of this Agreement as interpreted by City regardless of such dispute. Contractor agrees, in consideration for the execution of this Agreement, that in the event of such a dispute, if any, it will not seek injunctive relief in any court, but will negotiate with City for an adjustment on the matter or matters in dispute and, upon failure of said negotiations to

resolve the dispute, may present the matter to a court of competent jurisdiction in an appropriate suit therefore instituted by it or by City.

17.2 **Damages.** City reserves the right to recover any ascertainable actual damages incurred as a result of the failure of Contractor to perform in accordance with the requirements of this Agreement, or for losses sustained by City resultant from Contractor's failure to perform in accordance with the requirements of this Agreement.

17.3 **Correction of Services.** If, in the judgment of City, services provided by Contractor do not conform to the requirements of this Agreement, City reserves the right to require that Contractor correct all deficiencies in the service to bring the services into conformance without additional cost to City, and shall replace any personnel who fails to perform in accordance with the requirements of this Agreement. City shall be the sole judge of non-conformance and the quality of service.

17.4 **Default of Contract.** The occurrence of any one (1) or more of the following events shall constitute a default and breach of this Agreement by Contractor:

17.4.1 The failure to comply with City's requests made pursuant to this Agreement for a period of more than two (2) hours after such request has been submitted from City to Contractor.

17.4.2 The City Police Department may issue a formal reprimand to the Contractor for any act of omission or commission which, in its sole discretion, is deemed to be a violation of this Agreement. Any number of reprimands shall be grounds for termination of this Agreement and/or removal of Contractor from consideration of renewal of the Agreement. The precise number and severity of reprimands thereof to be determined in the sole discretion of City's Police Department.

17.4.3 The abandonment, unnecessary delay, refusal of, or failure to comply with any of the terms of this Agreement or neglect, or refusal to comply with the instructions of the City Police Department or the City's designee relative thereto.

17.4.4 The failure by Contractor to observe or perform any of the terms, covenants, or conditions of this Agreement to be observed or performed by Contractor, where such failure shall continue for a period of seven (7) days after written notice thereof by City to Contractor; provided, however, that if the nature of Contractor's default is such that more than seven (7) days are reasonably required for its cure, then Contractor shall not be deemed to be in default if Contractor commences such cure within said seven (7) day period and thereafter diligently prosecutes such cure to completion.

17.4.5 The assignment and/or transfer of this Agreement or execution or attachment thereon by Contractor or any other party in a manner not expressly permitted hereunder.

17.4.6 The making by Contractor of any general assignment or general arrangement for the benefit of creditors, or the filing by or against Contractor of a petition to have Contractor adjudged a bankruptcy, or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Contractor, the same is dismissed within sixty (60) days); or the appointment of a trustee or a receiver

to take possession of substantially all of Contractor's assets, or for Contractor's interest in this Agreement, where possession is not restored to Contractor within thirty (30) days; for attachment, execution or other judicial seizure of substantially all of Contractor's assets, or for Contractor's interest in this Agreement, where such seizure is not discharged within thirty (30) days.

17.5 **Effect of Default.** In case of any default by Contractor, City shall notify Contractor, in writing, of such abandonment, delay, refusal, failure, neglect, or default and direct Contractor to comply with all provisions of this Agreement. If the abandonment, delay, refusal, failure, neglect or default is not cured within seven (7) days of when notice was sent by City, City may declare a default of the Agreement and notify Contractor of such declaration of default and terminate the Agreement.

ARTICLE 18
PUBLIC RECORDS

18.1 The City of Dania Beach is public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

18.1.1 Keep and maintain public records required by the City to perform the service;

18.1.2 Upon request from the City's custodian of public records, 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 in Chapter 119, Florida Statutes, or as otherwise provided by law;

18.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, Contractor shall destroy all copies of such confidential and exempt records remaining in its possession after the Contractor transfers the records in its possession to the City; and

18.1.4 Upon completion of the contract, Contractor shall transfer to the City, at no cost to the City, all public records in Contractor's possession. All records stored electronically by the Contractor must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

18.2 The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the City shall enforce the Default in accordance with the provisions set forth herein.

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**

ARTICLE 19
SCRUTINIZED COMPANIES

19.1 Contractor, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:

1 9.1.1 Any amount if, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

1 9. 1 .2 One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

19.1.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; or

19.1.2.2 Is engaged in business operations in Syria.

ARTICLE 20
EQUAL BENEFITS FOR EMPLOYEES

20.1 Contractor certifies that it is aware of the requirements of Section 35.39 of the City's Code of Ordinances and certifies that Contractor currently complies with the requirements of Section 35.39 of the City's Code of Ordinances.

20.2 Except where federal or state law mandates to the contrary, a contractor awarded a contract pursuant to a competitive solicitation shall provide benefits to Domestic Partners and spouses of its employees, irrespective of gender, on the same basis as it provides benefits to employees' spouses in traditional marriages.

20.3 Contractor shall provide the City Manager and his/her designee, access to its records for the purpose of audits and/or investigations to ascertain compliance with the provisions of this Article, and upon request shall provide evidence that the Contractor is in compliance with the provisions of this Article upon the renewal of this Agreement or when the City Manager or his/her designee receives a complaint or has reason to believe Contractor may not be in compliance with the provisions of this Article. Records shall include but not be limited to providing the City Manager and his/her designee with certified copies of Contractor's records pertaining to its benefits policies and its employment policies and practices.

ARTICLE 21
EMPLOYMENT ELIGIBILITY

21.1 **E-Verifv** Contractor certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statues, as may be amended from time to time and briefly described herein below.

2 1 .1.1 **Definitions for this Section.**

21.1.1.1 "Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration.

21.1.1.2 "Contractor" includes, but is not limited to, a vendor or consultant.

21.1.1.3 "Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

21.1.1.4 "E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

21.2 **Registration Requirement: Termination.** Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

21.2.1 All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

21.2.2 All persons (including sub-vendors / sub-consultants / sub-contractors) assigned by Contractor to perform work pursuant to the contract with the City of Dania Beach. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Dania Beach; and

21.2.3 The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

ARTICLE 22
MISCELLANEOUS

22.1 **Ownership of Documents.** Reports, surveys, log books, inventory lists, records, and other documentation provided in connection with this Agreement or required herein are and shall remain the property of City, whether or not the project for which they are made is completed.

22.2 **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, and accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both Parties.

22.3 **Records.** Contractor shall keep such records and accounts and require any and all subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which Contractor expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by City and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by City. of any fees or expenses based upon such entries. All records shall be maintained and available for disclosure, as appropriate, in accordance with Chapter 119, Florida Statues.

22.4 **Assignments; Amendments.** This Agreement, and any interests herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of City. For purposes of this Agreement, any change of ownership of Contractor shall constitute an assignment which requires City approval. However, this Agreement shall run to the benefit of City and its successors and assigns. It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

22.5 **No Contingent Fees.** Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Contractor any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, City shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

22.6 **Notice.** Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, Contractor and City designate the following as the respective 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:
Westway Towing, Inc.
3681 W Oakland Park Blvd
Lauderdale Lakes, Florida 33311

22.7 **Binding Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

22.8 **Headings.** Headings herein are for the convenience of reference only and shall not be considered in any interpretation of this Agreement.

22.9 **Exhibits.** Each exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits, if not physically attached, should be treated as part of this Agreement and are incorporated herein by reference.

22.10 **Severability.** If any provision of this Agreement or application thereof 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 thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

22.11 **Entire Agreement and Conflicts.** This Agreement is intended by the parties hereto to be final expression of this Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made.

22.12 **Waiver.** Failure of City to insist upon strict performance of any provision or condition of this Agreement, or to execute any right contained within, 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.

22.13 **Attorneys' Fees.** In the event that either party brings suit for enforcement of this Agreement, each party shall bear its own attorney's fees and court costs, except as otherwise provided under the indemnification provisions set forth herein above.

22.14 **Protection of City Property.** At all times during the performance of this Agreement, Contractor shall protect City's property from all damage whatsoever on account of the work being carried on under this Agreement.

22.15 **Counterparts and Execution.** This Agreement may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Agreement by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other party through facsimile transmission, email, or other electronic delivery.

22.16 **Compliance with Statutes.** It shall be the Contractor's responsibility to be aware of and comply with all statutes, ordinances, rules, orders, regulations and requirements of all local, City, state, and federal agencies as applicable

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:
Westway Towing, Inc.
a Florida corporation

WITNESSES:

_____	_____
SIGNATURE	**SIGNATURE**
_____	_____
PRINT NAME	**PRINT NAME**
_____	_____
SIGNATURE	**TITLE**
_____	**Date:**_____
PRINT Name	

STATE OF FLORIDA)

COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, on _____, 2022 by _____, as _____ of Westway Towing, Inc., a Florida corporation. He/she is personally known to me or has produced _____as identification.

My Commission Expires:	_____
	Notary Public, State of Florida
	_____
	Print Name:

Resilient Environment Department
CONSUMER PROTECTION DIVISION
One North University Drive, Suite A203, Plantation, Florida 33324
954-519-1260 • Fax 954-765-4804 • broward.org/consumer

Broward County Towing Industry Fee Adjustments for Fiscal Year 2023

Per Section 40.50 of the Broward County Administrative Code, towing industry fees are to be reviewed annually and increased by the annual percentage increase in the Consumer Price Index (CPI) or 3%, whichever is less. The December 2019 to December 2020 annual CPI increase was 0% as determined by the Consumer Protection Division after review of the Bureau of Labor Statistics, Transportation Index data. Accordingly, towing industry fees for fiscal year 2022 will not increase. Please contact Broward County at 954-519-1260 with any questions or concerns.

Towing and Immobilization Fees. The Broward County Board of County Commissioners hereby determines, establishes, and fixes the following fees:

1. Towing Operating License:
    a. Application Fee $593.44
    b. Extension Fee $84.78
    c. Renewal Application Fee $593.44
    d. Expedited Fee $254.33
    e. Annual Storage Site Inspection Fee $113.03
    f. Storage Site Reinspection Fee $56.52
    g. Criminal Background Check(s). Application shall pay fees charged by the Florida Department of Law Enforcement to secure the necessary criminal history and records report(s), including out of state reports for applications who have resided in Florida for fewer than five (5) consecutive years immediately preceding the date of application.
2. Tow Truck Decal (per Truck):
    a. Application Fee $169.56
    b. Extension Fee $28.25
    c. Renewal Application Fee $169.56
    d. Expedited Fee $84.78
    e. Replacement Decal $33.91
3. Immobilization Operating License:
    a. Application Fee $452.16
    b. Extension Fee $56.52
    c. Renewal Application Fee $452.16
    d. Expedited Fee $197.80
    e. Criminal Background Check(s). Application shall pay fees charged by the Florida Department of Law Enforcement to secure the necessary criminal history and records report(s), including out of state reports for applications who have resided in Florida for fewer than five (5) consecutive years immediately preceding the date of application.

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 THE CONSENT TO RENEW LETTER ISSUED BY BROWARD COUNTY, WHICH LETTER AUTHORIZES THE FIRST OF TWO FIVE-YEAR EXTENSIONS OF THE EXISTING INTERLOCAL AGREEMENT WITH BROWARD COUNTY FOR USE OF THE COUNTY'S TEMPORARY DEBRIS MANAGEMENT SITES AND OTHER RELATED SERVICES, WHICH AGREEMENT IS SET TO EXPIRE ON NOVEMBER 30, 2022; 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-ILA RENEWAL-DEBRIS MGMNT11212022c _ (002) (1) (2) (8), R-2022- BC ILA for Temporary Debris Management Sites and Other Related Services Consent to Renew Letter for 5-Year Term, R-2022- BC ILA for Temporary Debris Management Sites and Other Related Services Consent to Renew Letter for 5-Year Term Exhibit A

CITY OF DANIA BEACH
PUBLIC SERVICES DEPARTMENT

MEMORANDUM

DATE: November 21, 2022

TO: Honorable Mayor and Commissioners

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

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

RE: AUTHORIZATION TO RENEW THE EXISTING INTERLOCAL AGREEMENT WITH BROWARD COUNTY FOR THE USE OF TEMPORARY DEBRIS MANAGEMENT SITES AND OTHER RELATED SERVICES

Request

The Public Services Department (PSD) requests authorization to renew the existing Interlocal Agreement ("ILA") with Broward County for use of the county's temporary debris management site and other related services.

Background

The City entered into the ILA with Broward County on April 10, 2018, via Resolution 2018-048. The initial term of this agreement expires on November 30, 2022 and the agreement provides for two (2) optional, additional five (5) year terms. Therefore, this request is to exercise the first of the two five-year renewal terms. This agreement will allow the City to use of Broward County's debris management sites and related services in the event of a natural disaster. The county has locations that are set up regionally for all cities and will have a location available near 595 and 441 in the ash monofill site. The renewal of this agreement will give the City a guaranteed place for disposal in case of any future disaster.

Budgetary Impact

There is no budget impact for this renewal.

Recommendation

PSD recommends the City Commission adopt a resolution to renew the Broward County("ILA") for the use of a temporary debris management site and other related services.

RESOLUTION NO. 2022-167

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE THE CONSENT TO RENEW LETTER ISSUED BY BROWARD COUNTY, WHICH LETTER AUTHORIZES THE FIRST OF TWO FIVE-YEAR EXTENSIONS OF THE EXISTING INTERLOCAL AGREEMENT WITH BROWARD COUNTY FOR USE OF THE COUNTY'S TEMPORARY DEBRIS MANAGEMENT SITES AND OTHER RELATED SERVICES, WHICH AGREEMENT IS SET TO EXPIRE ON NOVEMBER 30, 2022; PROVIDING FOR CONFLICTS; FURTHER PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on April 10, 2018, the City of Dania Beach, along with other participating municipalities, entered into an Interlocal Agreement ("ILA") with Broward County for "Temporary Debris Management Sites and Other Related Services"; and

WHEREAS, the initial term of the ILA is to end on November 30, 2022, and provides for two (2) optional, additional five (5) year terms; and

WHEREAS, the Public Services Director has determined that it is necessary for the City to renew the ILA for the first of two five-year terms as the City needs to utilize the County's temporary debris management sites in the event of natural disasters;

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 proper City officials are authorized to execute the Consent to Renew letter issued by Broward County agreeing to renew the current Interlocal Agreement for the first of two additional five-year terms, a copy of which letter and the existing Interlocal Agreement are attached as composite Exhibit "A' and are incorporated by this reference.

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

Section 4. That this Resolution shall be in full force and take effect immediately upon its passage and adoption.

PASSED AND ADOPTED on November 21, 2022.

ATTEST:

THOMAS SCHNEIDER, CMC CITY CLERK	ARCHIBALD J. RYAN IV MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

KEVIN B. KELLEHER, Assistant County Administrator
115 S. Andrews Avenue, Room 409 • Fort Lauderdale, Florida 33301 • 954-357-7320 • FAX 954-357-7360

October 26, 2022

TO: Broward County Municipal Managers (Participating Cities)

RE: Renewal of the Interlocal Agreement for use of Temporary Debris Management Sites and Other Related Services

Dear Municipal Managers (Participating Cities):

In 2018, Broward County and your governmental entity entered into an Interlocal Agreement ("ILA") that allows your use of County-owned Temporary Debris Management Sites ("TDMS").

The initial term of the ILA will soon expire. Section 4.1 of the ILA provides for a five-year renewal that may be exercised "upon mutual consent of the County Contract Administrator and the Government Entity . . . ."

If your governmental entity wishes to exercise the first of the five-year renewals, please return the following to Notosha Austin at naustin@broward.org no later than November 15, 2022:

1. A countersigned copy of this letter indicating your written consent to renew the ILA; and
2. Any authorizing resolution or legislation deemed necessary by your governmental entity to authorize your countersignature or this renewal.

If this countersigned letter (with any required authorizing resolution or legislation) is not returned by November 15, 2022, Broward County will assume your governmental entity does not desire to renew the ILA and proceed accordingly. If you have questions or concerns, do not hesitate to reach out at naustin@broward.org or (954) 474-1880.

Sincerely,

Kevin Kelleher
Assistant County Administrator

Consent to Renew:

_____
Authorized Signer Government Entity

_____
Name, Title (Print)

cc: Monica Cepero, County Administrator
Kimm Campbell, Deputy County Administrator
Trevor Fisher, Director, Public Works Department
Notosha Austin, Assistant Director, Solid Waste and Recycling Services

This Interlocal Agreement for use of Temporary Debris Management Sites and Other Related Services ("Agreement") is made and entered into by and between Broward County, a political subdivision of the state of Florida, ("County") and City of Dania Beach ("Government Entity") (collectively, the "Parties").

RECITALS

A. County wants to help governmental entities within County with debris management in the aftermath of a natural or man-made disaster for debris generated in County during such disaster by offering the use of Temporary Debris Management Sites ("TDMSs") owned by County.

B. Government Entity wants to use the TDMS and other related services in the aftermath of a natural or man-made disaster.

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

ARTICLE 1. DEFINITIONS

1.1 **Board.** The Broward County Board of County Commissioners of Broward County, Florida.

1.2 **County Contract Administrator.** The Director of the Broward County Solid Waste and Recycling Services, or designee.

1.3 **County Administrator.** The administrative head of County appointed by the Board.

1.4 **County Attorney.** The chief legal counsel for County appointed by the Board.

1.5 **Debris Management Center**. The central command and control center for debris management coordination efforts between the County, municipalities, and other nonCounty agencies within the County.

1.6 **Disaster Debris**. Vegetative Debris, Hazardous Stump, and Other Debris, but not Unauthorized Debris.

1.7 **Disaster Debris Monitor or DDM.** The company or entity designated by the County Contract Administrator that will act as a County representative under this Agreement.

1.8 **Government Entity Contract Administrator.** Brad Kaine.

1.9 **Hazardous Stump**. Eligible debris composed of a tree stump that is at least 24 inches in diameter and documented as a hazardous stump on an incoming Load Ticket.

1.10 **Load Tickets.** A five-part document, in a form approved by the County Contract Administrator, that tracks Disaster Debris from the original collection point to the TDMS.

1.11 **Other Debris**. Eligible debris that is not exclusively Vegetative Debris, which may contain Vegetative Debris, construction and demolition debris, and other types of bulk debris, but not Unauthorized Debris.

1.12 **Services**. Include, but are not limited to, site management; receipt of Disaster Debris; processing/reduction/segregation of Disaster Debris; loading of Disaster Debris for final disposal; hauling of Disaster Debris for final disposal; final disposal of Disaster Debris; site restoration; monitoring incoming, outgoing, and final disposal of Disaster Debris; and managing TDMS traffic control.

1.13 **TDMS**. Temporary Debris Management Site designated by the County Contract Administrator.

1.14 **Unauthorized Debris**. Any debris not accepted for off-loading, processing, and disposal at County's TDMSs. Unauthorized debris includes, but is not limited to, white goods; chemical, biological, radiological, and nuclear-contaminated debris; hazardous waste; vehicles; vessels; animal carcasses; garbage (household food waste), household hazardous waste; electronic waste; industrial waste; infectious waste; plastic bags (except for clear bags) and sand, soil, mud, and/or sediment.

1.15 **Vegetative Debris**. Eligible debris comprised of whole trees, tree stumps smaller than 24 inches in diameter, tree branches, tree trunks, and other leafy material.

ARTICLE 2. SCOPE OF SERVICES

2.1 Subject to availability and in the County Contract Administrator's sole discretion, County shall provide Services to Government Entity as outlined herein.

2.1.1 County shall allow Government Entity employees or authorized contractors to bring to TDMS Disaster Debris (but under no circumstances Unauthorized Debris) collected from the Government Entity's jurisdictional boundaries.

2.1.2 DDM will be the sole site monitor of the TDMS operations to ensure that Load Tickets are processed and initialed at the time of receipt.

2.1.3 DDM shall ensure that each part of the Load Ticket is distributed to entities identified by the County Contract Administrator. County may, in the County Contract Administrator's sole discretion, use an electronic ticket system.

2.1.4 DDM shall provide periodic user reports to Government Entity.

2.2 All Services offered to the Government Entity by the County shall be at sites that have been previously approved or are currently in the approval process by all applicable regulatory agencies.

2.3 The County Contract Administrator may, in his or her sole discretion, withdraw all or any part of Services by providing Government Entity with at least fourteen (14) days' written notice. In addition, the County Contract Administrator may, in his or her sole discretion, determine the manner in which any Services are provided to Government Entity, including

but not limited to, the selection of TDMS locations, and the hours of operation for TDMS locations.

2.4 The Government Entity shall reimburse County for all costs and Services provided. County will not be liable for its failure or refusal to render or provide Services under this Agreement.

2.5 Government Entity shall comply with the following provisions.

2.5.1 Government Entity shall ensure all trucks are premeasured and that placards are affixed to trucks noting prime contractor and truck capacity (in cubic yards). County may, in the sole discretion of the County Contract Administrator, verify cubic yardage capacity for any reason.

2.5.2 Government Entity shall provide truck certification sheets for any vehicle bringing debris to a TDMS.

2.5.3 Government Entity shall order a sufficient supply of Load Tickets, and ensure that Government Entity's and Government Entity's contractors' trucks arrive with the Load Tickets initialed in the field (pick-up location) by the Government Entity field monitor, or follow other load recordation processes approved in writing by the County Contract Administrator.

If Government Entity fails to comply with any of the following provisions, the County Contract Administrator, in his or her sole discretion, may refuse to provide any or all Services to Government Entity.

2.6 If the Agreement is executed by the Parties on or before April 30, 2018, County shall make Services available to Government Entity starting on June 1, 2018. For each calendar year thereafter, if the Parties execute the Agreement on or before March 31st, County shall make Services available to Government Entity starting on June 1st of the applicable calendar year. If the Agreement is executed by the Parties between March 31st and December 31st of any calendar year after 2018, the County shall make Services available to Government Entity starting on June 1st of the following calendar year, and each calendar year thereafter during this Agreement.

2.7 The County Contract Administrator and the Government Entity Contract Administrator shall coordinate and communicate with each other and manage and supervise execution and completion of the Agreement as set forth herein. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely on the instructions or determinations made by the County Contract Administrator on behalf of the County or the Government Entity Contract Administrator on behalf of the Government Entity.

ARTICLE 3. COMPENSATION

3.1 County shall invoice Government Entity for the proportionate share of the cost for Services and for the proportionate share of the cost for associated Debris Management

Center staff time. County shall calculate a proportionate share of costs based on the volume of debris delivered by or on behalf of the Government Entity to the TDMS.

3.2 Government Entity shall pay County its full costs for Services and for its proportionate share of associated Debris Management Center staff time on or before the thirtieth day after receipt of invoice from the County.

3.3 County Contract Administrator may assign work to any one or more of multiple contractors for disaster debris management services, each with its own compensation structure based on a separate agreement between County and the particular disaster debris management service contractor. Government Entity shall pay County the costs of whichever contractor County has assigned work to, at County Contract Administrator's sole discretion. County shall assess costs based on the Governmental Entity's proportional use of the TDMS and/or the Services.

3.4 Government Entity must pay County for all costs under this Agreement regardless of whether such costs are deemed reimbursable by state or federal agencies.

3.5 Government Entity shall deliver the payment to County at:

Broward County Solid Waste and Recycling Services
1 North University Drive, Suite 400
Plantation, Florida 33324

ARTICLE 4. TERM AND TIME OF PERFORMANCE

4.1 The term of this Agreement shall start on the date it is fully executed by the Parties and shall end on November 30, 2022 ("Initial Term"), unless sooner terminated as provided herein. Thereafter, the Parties may, upon mutual written consent of the County Contract Administrator and the Government Entity, renew the Agreement with the same conditions for two additional five-year terms.

4.2 This Agreement may be unilaterally terminated by either party, with or without cause, provided that at least fourteen (14) days' written notice of such termination is given to the other party pursuant to Article 8.5 of this Agreement.

ARTICLE 5. GOVERNMENTAL IMMUNITY

Government Entity and County are state agencies or political subdivisions as defined in Chapter 768.28, Florida Statutes, and shall be fully responsible for the acts and omissions of their respective agents or employees to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract.

ARTICLE 6. INSURANCE

Government Entity and County are governmental entities subject to the limitations of Section 768.28, Florida Statutes. Government Entity and County shall institute and

maintain a fiscally sound and prudent risk management program with regard to its respective obligations under this Agreement in accordance with the provisions of Section 768.28, Florida Statutes.

ARTICLE 7. EEO COMPLIANCE

7.1 No party to this Agreement may discriminate on the basis of race, color, national origin, sex, religion, age, marital status, political affiliation, familial status, disability, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement. The Parties shall include the foregoing or similar language in their contracts with any subcontractors or subconsultants, except that any project assisted by the U.S. Department of Transportation funds shall comply with the nondiscrimination requirements in 49 C.F.R. Parts 23 and 26, as amended. Failure by either party to comply with the foregoing requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the other party deems appropriate.

7.2 The Parties shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, the Parties shall take affirmative steps to ensure nondiscrimination in employment against disabled persons.

7.3 By execution of this Agreement, each party represents that it has not been placed on the discriminatory vendor list (as provided in Section 287.134, Florida Statutes, as may be amended from time to time). Each party hereby materially relies on such representation by the other party in entering into this Agreement. An untrue representation of the foregoing shall entitle the aggrieved party to terminate this Agreement and such other remedy as the aggrieved party deems appropriate.

ARTICLE 8. MISCELLANEOUS

8.1 Rights in Documents and Work. Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the party that created same and will be available to the other party for inspection or use at no cost; provided that nothing herein shall prevent or restrict the owner of the documents from lawfully destroying or lawfully disposing of any such documents.

8.2 Audit Rights and Retention of Records. Each party shall have the right to audit the books, records, and accounts of the other party that are related to this Agreement. Government Entity and County shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement and performance thereunder.

The Parties shall preserve and, upon request, make available, at reasonable times for examination and audit by the other party, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not

applicable, for a minimum period of three (3) years after the document or record came into existence. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings.

8.3 Independent Contractor. Government Entity and County are independent contractors under this Agreement. Services provided by Government Entity pursuant to this Agreement shall be subject to the supervision of Government Entity and Services provided by County, pursuant to this Agreement, shall be subject to the supervision of County. In providing such Services, Government Entity, its officers, employees, or agents are not authorized to and shall not act as officers, employees, or agents of County, and County, its officers, employees, or agents are not authorized to and shall not act as officers, employees, or agents of Government Entity. This Agreement shall not constitute or make the Parties a partnership or joint venture.

8.4 Third Party Beneficiaries. Neither Government Entity nor County intends 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 right or claim against either of them based upon this Agreement.

8.5 Notices. All notices to be given hereunder shall be in writing, and may be given by United States Mail, postage prepaid, return receipt requested, by commercial express carrier with acknowledgement of delivery, or by hand delivery, addressed to the party to be notified at the last place specified with a simultaneous copy sent via electronic mail. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the Parties designate the following as the respective places for giving of notice:

FOR COUNTY:

County Administrator
Governmental Center, Suite 409
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Email: bhenry@broward.org

With a copy to:

Director, Solid Waste and Recycling Services
One North University Drive, Suite 400
Plantation, Florida 33324
Email: jturpin@broward.org

FOR GOVERNMENT ENTITY:

Robert Baldwin, City Manager
City of Dania Beach
100 W Dania Beach Boulevard
Dania Beach, FL 33004

8.6 Assignment. Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other party.

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

8.8 Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth herein was bargained for at arm's length and is agreed to by the Parties. Each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement, and each is, therefore, a material term hereof. Either Government Entity's or County's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

8.9 Compliance with Laws. Government Entity and County shall each comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

8.10 Severability. If any part of this Agreement is found to be unenforceable by a court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of the Agreement shall remain in full force and effect.

8.11 Joint Preparation. This Agreement has been jointly prepared by the Parties hereto, and shall not be construed more strictly against either Party.

8.12 Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, GOVERNMENT ENTITY AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

8.13 Amendments. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with

the same or similar formality as this Agreement and executed by the County and Government Entity.

8.14 Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter hereof and supersedes all prior and contemporaneous negotiations and discussions regarding the subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document.

8.15 Payable Interest

8.15.1 Payment of Interest. County shall not be liable to pay any interest to Government Entity for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Government Entity waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement. This subsection shall not apply to any claim for interest, including for postjudgment interest, if such application would be contrary to applicable law.

8.15.2 Rate of Interest. If the preceding subsection is inapplicable or is determined to be invalid or unenforceable by a court of competent jurisdiction, the annual rate of interest payable by County under this Agreement, whether as prejudgment interest or for any other purpose, shall be, to the fullest extent permissible under applicable law, .025% (one quarter of one percent) simple interest (uncompounded).

8.16 Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated herein by reference.

8.17 Representation of Authority. Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

8.18 Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement: BROWARD COUNTY through its County Administrator authorized to execute same, by Board action, on the 20 day of March, 20 18, and City of Davie Board signing by and through its authorized signatory, duly authorized to execute same.

COUNTY

WITNESSES:

JODI GARDNER

Christina Daly

By: _____
Bertha Henry, County Administrator

COUNTY COMMISSIONERS
CREATED
OCT 1st
1915
BROWARD COUNTY FLORIDA

Approved as to form by
Office of the County Attorney
for Broward County, Florida
Andrew J. Meyers, County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

Insurance requirements
approved by Broward County
Risk Management Division

By _____ 04/24/18
(Date)

By _____ 4/26/18
Angela F. Benjamin (Date)
Senior Assistant County Attorney

By _____ 4/26/18
Michael J. Kerr (Date)
Deputy County Attorney

INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF DANIA BEACH FOR USE OF BROWARD COUNTY TEMPORARY DEBRIS MANAGEMENT SITES AND RELATED SERVICES

ATTEST:

Jon Schneider, Deputy City Clerk
for City Clerk or Authority
Louise Stilson, CMC

By: Tamara James
Mayor Tamara James

Dated: 10 day of April, 2018

APPROVED AS TO LEGAL FORM:

Governmental Entity Attorney
Thomas J. Ansbro

Dated: 4-10-18

By:
Robert Baldwin, City Manager

BROWARD'S FIRST CITY
Dania Beach
INCORPORATED 1904

03/09/18 Alternative ILA for TDMS Services form
AB/doc. # 272880

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Consent Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)
TO ADOPT AND APPROVE RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO PURCHASE FOUR (4) FORD VEHICLES FOR THE PUBLIC SERVICES DEPARTMENT, IN AN AMOUNT OF TWO HUNDRED THOUSAND FOUR HUNDRED TWENTY-NINE DOLLARS ($200,429.00), WITHOUT COMPETITIVE BIDDING AND WITHOUT ADVERTISEMENT FOR BIDS, BY UTILIZING THE PRICING UNDER THE FLORIDA SHERIFFS ASSOCIATION (“FSA”) CONTRACT FSA22-VEL30; 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-FORD-F250VEHPURCHASE-112122 (004), R-2022- Vehicles Purchase for Public Services Department Under FSA Contract FSA22-VEL30, FLORIDA SHERIFF'S ASSOCIATION CONTRACTS NO FSA22-VEH 20.0 HEAVY EQUIPMENT & FSA22-VEL30.0 PURSUIT, ADMIN OTHER VEHICLESpdf, BOZARD FORD QUOTES

CITY OF DANIA BEACH
PUBLIC SERVICES DEPARTMENT

MEMORANDUM

DATE: November 21, 2022

TO: Honorable Mayor and Commissioners

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

FROM: Fernando J. Rodriguez, Public Services Director

RE: **Approval of purchase of vehicles for the Public Services Department using FSA Contract FSA22-VEL30.0**

Request

The Public Services Department (PSD) is requesting the purchase of four Ford vehicles from Bozard Ford, the awarded vendor utilizing FSA Contract FSA22-VEL30.

Background

Currently the Streets Division relies on a 20-year-old truck for collecting shopping carts and garbage from around the City. This truck will be replaced with one that will be equipped with a liftgate to assist in retrieving shopping carts and other heavy garbage or materials. The Division will also replace a truck which has reached the end of its useful life with one equipped with a utility body for improved storage and efficiency. The Grounds Maintenance Section will add a vehicle for use by the Landscape and Facilities Division Manager. Finally, the Stormwater Division will be replacing a truck that has also reached the end of its useful life with one that will be equipped with a utility body. All purchases were approved for the current FY22/23 budget.

Budgetary Impact

The total cost of the four purchases is $200,629.00 and will be funded by approved FY2022/23 budget appropriations, as summarized below:

Department	Vehicle Description	Cost	GL Account
Streets	Ford F-250 with Liftgate	$47,331.00	506-39-03-539-64-20
Streets	Ford F-250 with Utility Body	$53,121.00	506-39-03-539-64-20
Streets	Ford F-250 Crew Cab	$46,856.00	506-39-03-539-64-20
Stormwater	Ford F-250 with Utility Body	$53,121.00	403-38-01-538-64-20
	Total:	$200,429.00	

\continued…

DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

proval of purchase of vehicles for the Public Services Department using FSA Contract FSA22-VEL30.0

Recommendation

Public Services recommends approval of the resolution authorizing the purchase four Ford vehicles from Bozard Ford, the awarded vendor utilizing FSA Contract FSA22-VEL30, for an estimated amount of $200,429.

RESOLUTION NO. 2022-168

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO PURCHASE FOUR (4) FORD VEHICLES FOR THE PUBLIC SERVICES DEPARTMENT, IN AN AMOUNT OF TWO HUNDRED THOUSAND FOUR HUNDRED TWENTY-NINE DOLLARS ($200,429.00), WITHOUT COMPETITIVE BIDDING AND WITHOUT ADVERTISEMENT FOR BIDS, BY UTILIZING THE PRICING UNDER THE FLORIDA SHERIFFS ASSOCIATION ("FSA") CONTRACT FSA22-VEL30; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the Dania Beach Code of Ordinances, Chapter 2, Article 1, Section 2-10, "Monetary thresholds for certain purchases and payment disbursement authorizations", Subsection (a), sets the monetary threshold or limitation at $50,000.00; and

WHEREAS, the fiscal year 2022-2023 approved budget includes funding for the purchase of four (4) vehicles; and

WHEREAS, the Director of the Public Services Department has determined that vehicles needed by the City can be purchased at the least cost to the City from awarded vendors utilizing the pricing under the FSA Contract FSA22-VEL30, attached as Exhibit "A," a copy of which is made a part of and is incorporated into this Resolution by this reference.

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

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

Section 2. That the City Manager is authorized to purchase four (4) Ford vehicles for the Public Services Department by utilizing the pricing under the Florida Sheriffs Association (FSA) Contract FSA22-VEL30 valid through September 30, 2023.

Section 3. That funding for this purchase is available and appropriated in the FY 2022-2023 budget from the following sources:

Department	Vehicle Description	Cost	GL Account
Streets	Ford F-250 with Liftgate	$47,331.00	506-39-03-539-64-30
Streets	Ford F-250 with Utility Body	$53,121.00	506-39-03-539-64-30
Streets	Ford F-250 Crew Cab	$46,856.00	506-39-03-539-64-30
Stormwater	Ford F-250 with Utility Body	$53,121.00	403-38-01-538-64-30
	Grand Total	**$200,429.00**	

Section 4. That the City Manager is authorized to purchase the vehicles under the FSA contracts as stipulated above, and the City Commission authorizes the proper City officials to execute such documents as are necessary for the purchase of such vehicles.

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

Section 6. That this Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED on November 21, 2022.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

ARCHIBALD J. RYAN IV
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

FSA Cooperative Purchasing Program

Contract Terms and Conditions

FSA22-VEH20.0 – Heavy Trucks and Buses
FSA22-VEL30.0 – Pursuit, Administrative and Other Vehicles

FLORIDA SHERIFFS ASSOCIATION

Cooperative Purchasing Program

Contract Terms and Conditions

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1.0 GENERAL CONDITIONS

1.01 BID CORRESPONDENCE

All correspondence regarding this bid should be directed to the Florida Sheriffs Association, "FSA". Please be sure to reference the bid number and title, and provide your contact information. Communication for this Invitation to Bid should be identified by contract number and title and directed to:

Florida Sheriffs Association
Attn: Cooperative Purchasing Program Coordinator
2617 Mahan Drive
Tallahassee, FL 32308
E-mail: CPP@flsheriffs.org

1.02 PURPOSE

The Florida Sheriffs Association invites interested bidders, including manufacturers and dealers or authorized representatives to submit responses in accordance with these solicitation documents. The FSA Cooperative Purchasing Program will conduct the solicitation process and administer the resulting contract. The purpose of this bid is to establish contracts with manufacturers and manufacturer's authorized dealers for contract terms specified under Section 1.03 for the purchase of items on a "no trade-in basis."

1.03 TERM OF CONTRACT

The term for Contracts FSA22-VEL30.0 Pursuit, Administrative and Other Vehicles and FSA22-VEH20.0 Heavy Trucks and Buses shall remain in effect for one year from date of contract execution by the FSA, and may be extended by mutual agreement, at the sole option and discretion of the FSA. The initial term of these contracts begins October 1, 2022, and ends September 30, 2023.

Contract extensions will only be executed when the FSA determines, based on then-existing conditions, that it is in the best interest of the FSA and the purchasers to do so.

1.04 ESTIMATED QUANTITIES

Over the last three years, eligible users purchased an average of 5,937 vehicles from these contracts each year. These estimated figures are given as a guideline for bidders preparing bids. Quantities for items depend on many factors, including the vendor's marketing efforts, established business with local governments and products awarded. Quantities provided do not guarantee or imply future contract sales. Neither the FSA nor any eligible user is obligated to place any order for a given amount subsequent to the award of this bid solicitation.

1.05 SHERIFF AS COUNTY CONSTITUTIONAL OFFICER

The Offices of the Sheriff in the State of Florida are constitutional offices of the State of Florida. Each has the authority either individually or collectively to execute contracts for all goods and services for the proper conduct of that office. Section 30.53, Florida Statutes, exempts the sheriffs' offices from the provisions of the Florida Statute that would otherwise require sealed and competitive bidding procedures.

The Office of the Sheriff is not required by law to accept the lowest priced proposal and may reject any or all of the proposals without recourse. Bidders are solely responsible for their own bid preparation costs and nothing in this solicitation in any way obligates the participating sheriffs' offices for any payment for any activity or costs incurred by any bidder in responding to this solicitation.

1.06 FUNDING

In the case of certain purchasers, including state agencies, funds expended for the purposes of the contract must be appropriated by the Florida Legislature, the individual participating agency or the agency's appropriating authority for each fiscal year included within the contract period. For such agencies, their performances and obligations to pay for products or services under any resulting contract, or purchase order, are contingent upon such an annual appropriation by the Legislature, individual agency or by the appropriating authority. Therefore, any contract or purchase order with such an agency shall automatically terminate without penalty or termination costs in the event of non-appropriation.

1.07 CURRENCY

All transaction amounts, bids, quotes, provisions, payments or any part of this contract relating to currency are to be made in United States Dollar.

1.08 GENERAL DEFINITIONS

The terms used in this contract are defined as the following:

A. Base Specification: Items developed by the FSA for bidders to bid on. These items may be unique to FSA and require additional components to the standard manufacturer specifications and equipment.

B. Bidder: A bidder or enterprise that submits a formal bid to the FSA Cooperative Purchasing Program in accordance with the FSA CPP Terms and Conditions. A bidder, that is not the manufacturer, must be authorized by the manufacturer to market and sell an item for which they are bidding.

C. Bid System: The online forum used for the submission of bids and review of bid results for the specifications connected to this Invitation to Bid. VendorLink is the software used for this bid.

D. Build Sheet: A document from the bidder or manufacturer that confirms that the bid specifications submitted by bidders matches the FSA base specification. Build sheets include, but are not limited to, the factory options list and door data plate info for the vehicles. They provide details such as engine size and transmission, paint codes, production date, axle code etc.

E. Dealer: An enterprise authorized by the manufacturer to market, sell, provide, and service the items for the FSA Cooperative Purchasing Program. Dealers may be vendor-owned and controlled, in whole or in part, or independently owned and controlled.

F. Florida Sheriffs Association Cooperative Purchasing Program (FSA): The entity that administers the Invitation to Bid and contract administration functions for this contract.

G. End User: A term used to distinguish the person who ultimately uses or is intended to use a product or for whom a product is designed for use.

H. Factory: Refers to the manufacturer produced products.

I. Fleet Advisory Committee (committee): An employee of a sheriff's office or other local governmental agency, or person who FSA identifies as subject matter expert who assists with the development of bid specifications and evaluation of bid responses. The committee makes recommendations to the FSA and is not responsible for final awards.

J. Invitation to Bid: A competitive solicitation and award process established through the issuance of an invitation to bidders, vendors, dealers and manufacturers to submit a price offer on a specific product to be provided. This term shall include the bid specifications available to bidders on the bid system and references to solicitation documents. The term shall not include request for proposals, request for quotes, request for letters of interest, or the solicitation of purchase orders based on oral or written quotations.

K. Manufacturer: The original producer or provider of items offered on this contract.

L. Manufacturer's Suggested Retail Price (MSRP): Manufacturer's Suggested Retail Price (MSRP) represents the Manufacturer's recommended retail selling price, list price, published list price, or other usual and customary price that would be paid by the purchaser. The following are acceptable sources of current MSRPs and MSRP Lists for use in submission of the bid solicitation and the resulting contract:
    a. Manufacturer's Computer Printouts
    b. Chrome Systems, Inc.'s PC Carbook Plus and PC Carbook Fleet Edition
    c. Manufacturer's Annual U.S. Price Book
    d. Manufacturer's official website

M. Non-Scheduled Options: Any optional new or unused component, feature or configuration that is not included or listed in the base specifications or options.

N. Production Cutoff: A date used by manufacturers to notify vendors and dealers that the factory has reached maximum capacity for orders or are discontinuing the production of an item. Vehicle manufacturers use this term when referring to any given model year for production.

O. Published List Price: A standard "quantity of one" price currently available to government and educational purchasers, excluding cooperative or volume discounts.

P. Purchaser: A purchaser is an entity that seeks to obtain items awarded on this contract by meeting the eligible user criteria or with vendor approval.

Q. Purchase Order: A request for order from a purchaser to an awarded vendor for an item that has been awarded on this contract. Purchase orders placed using this contract formalize the terms and conditions of this contract under which a vendor furnishes items to a purchaser.

R. Qualification Packet: This document contains the required forms, attestations, authorizations, and organizational information needed by bidders to submit a successful and complete bid.

S. Terms & Conditions: This document serves as the governing contract for the identified FSA contract and bid. Standard regulations, processes, procedures, and compliance requirements are identified herein. Bidders complete a qualification packet during the bid process indicating they agree to comply with the Terms & Conditions, and that this will serve as a contract for both parties.

T. Third Party Supplier: Businesses external to a bidder or vendor that provide products and services which contribute to the overall finished item in this contract. Third Party Suppliers are contractors under the direction and responsibility of the bidder or vendor.

U. Vendor: The bidder that has been awarded, who agrees to provide the contract items that meet the requirements and base specifications of the contract. The vendor must agree to the contract terms and conditions, which will serve as the governing contract.

V. Vendor Installed: A product or service provided by the vendor or other third party; not the factory.

1.09 ELIGIBLE PURCHASERS OF CONTRACT

Awarded bids, or contract prices, will be extended and guaranteed to the Florida Sheriffs Association, any unit of local government, political subdivision or agency of the State of Florida. This includes, but is not limited to counties, municipalities, sheriffs' offices, clerks, property appraisers, tax collectors, supervisors of elections, school boards or districts, water management districts, other special districts, police and fire departments, emergency response units, state universities and colleges, or other state, local or regional government entities within the State of Florida. Eligible purchaser also includes all Eligible Users as defined in F.A.C. 60A-1.001(2).

All purchasers are bound by state law, local ordinances, rules and regulations for purchases made under this contract. Participating agencies cannot guarantee any order other than those ordered by the individual agency.

In addition, bids can be extended and guaranteed to other entities approved by manufacturers to participate in this contract, which can include out-of-state sales. Vendors that wish to extend contract pricing to entities other than those defined here are governed by their manufacturer's agreement, and must agree to the terms and conditions of this contract.

1.10 LEGAL REQUIREMENTS

Federal, State, and local laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the bidder of applicable legal requirements will in no way be a cause for relief from responsibility.

Bidders have the option to certify and agree to comply with federal regulations allowing for the acceptance of federal grant funds. By opting in bidders may be able to accept federal and state grant funds from purchasers. This is not a requirement of the bid or contract. Bidders are not required to opt-in; however, they are required to indicate whether they will opt-in or opt-out of federal compliance. Appendix D outlines federal clauses found to generally apply with the FSA contracts. FSA has taken actions to provide and develop information, materials, and resources for bidders, vendors and purchasers that will assist in the use of federal grant dollars with this contract. It is the responsibility of the purchaser to determine compliance for each vendor, if they wish to use federal grant funds for purchase, or intend to request reimbursements using federal dollars.

See Appendix D for Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards for requirements that apply to this contract and to awarded vendors.

1.11 PATENTS & ROYALTIES

The bidder, without exception, shall indemnify and hold harmless the FSA and its employees from liability of any nature or kind, including costs and expenses for, or on account of, any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the FSA or a purchaser.

If the bidder uses any design, device or materials covered by letters, patent, or copyright, it is mutually understood and agreed, without exception, that the bid prices shall include all royalties or costs in any way arising, directly or indirectly, from the use of such design, device, or materials in any way involved in the work.

1.12 FEDERAL AND STATE STANDARDS

It is the intent of FSA that all specifications herein are in full and complete compliance with all federal and State of Florida laws, requirements, and regulations applicable to the type and class of commodities and contractual services being provided.

In addition, any applicable federal or State legal or regulatory requirements that become effective during the term of the contract, regarding the commodities and contractual services' specifications, safety, and environmental requirements shall immediately become a part of the contract. The vendor shall meet or exceed any such requirements of the laws and regulations. If an apparent conflict exists, the vendor shall contact the FSA immediately.

1.13 UNDERWRITERS' LABORATORIES

Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall be Underwriters' Laboratories, or U.L., listed or re-examination listing where such has been established by U.L. for the item(s) offered and furnished.

1.14 AMERICANS WITH DISABILITIES ACT

To request this material in accessible format, sign language interpreters, information on access for persons with disabilities, or any accommodation to review any document or participate in any FSA sponsored proceeding, please contact FSA Human Resources at (850) 877-2165 five business days in advance to initiate your request. TTY users may also call the Florida Relay Service at 711.

1.15 REASONABLE ACCOMMODATION

In accordance with the Title II of the Americans with Disabilities Act, any person requiring an accommodation at the Bid opening because of a disability must contact the FSA Human Resources at (850) 877-2165.

1.16 DISADVANTAGED BUSINESSES

As part of the solicitation process FSA makes information available to potentially qualified entities publicly available, and conducts additional outreach to qualified:

- Small businesses,
- Minority-owned small businesses,
- Women-owned small business enterprises, and
- Disadvantaged business enterprises.

FSA takes necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible, as recommended by 2 C.F.R. § 200.321. FSA will:

- Evaluate whether small, minority, and women's businesses are potential sources,
- Place those qualified small and minority businesses and women's business enterprises on solicitation lists, and
- Search the Small Business Administration, Minority Business Development Agency, and Labor Surplus Area reports for additional potential sources.

Bidders self-identify in the qualification packet whether they meet the state and federal definitions of a disadvantaged business.

1.17 ANTI-DISCRIMINATION

The bidder certifies that they are in compliance as applicable by federal or state law with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin.

1.18 BEST COMMERCIAL PRACTICES

The apparent silence or omission of any description from the specifications shall be regarded as meaning that only the best commercial practices, size, and design are to be used. All workmanship is to be first quality. All interpretations of this specification shall be upon the basis of this statement.

1.19 PUBLIC ENTITY CRIMES (PEC)

In accordance with the Public Entity Crimes Act, Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list maintained by the State of Florida Department of Management Services following a conviction for public entity crimes 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 public entity, may not be awarded or perform work as a vendor, supplier, sub-vendor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

1.20 TAX EXEMPTION

Purchasers making a purchase pursuant to the awarded bid are generally exempt from Federal Excise and State Sales Tax. It is the responsibility of the vendor to verify that the purchaser is exempt by obtaining the purchaser's Federal Excise and State Taxes and Use Certificate Number.

The Florida Sheriffs Association is a 501(c)3 organization and is exempt from all Federal Excise and State Taxes. State Sales Tax and Use Certificate Number is 85-8012646919C-3.

1.21 ORDER OF PRECEDENCE IN THE EVENT OF CONFLICT

In the event of conflict, the conflict may be resolved in the following order of priority (highest to lowest):

- Addenda to Contract Terms and Conditions, if issued
- Contract Conditions

- Addenda to Bid Specifications, if issued
- Bid Specifications
- Bidder Instructions
- General Conditions

1.22 COMMUNICATIONS

Communications between a bidder, lobbyist or consultant and FSA are limited to matters of process or procedure and shall be made in writing to the FSA CPP Staff.

Bidders should not rely on representations, statements, or explanations other than those made in this bid or in any written addendum to this bid, and no oral representations, statements, or explanations shall be deemed to bind the FSA or eligible users.

1.23 CLARIFICATION AND ADDENDA

Any questions or clarifications concerning the Invitation to Bid shall be submitted to FSA by e-mail to CPP@flsheriffs.org with the bid title and number referenced on all correspondence. Final questions must be received by the date for Request for Clarification stated on the Bid Calendar. Questions and answers will be posted to the FSA Cooperative Purchasing Program website on the date indicated on the Bid Calendar. Questions received during the cone of silence date listed on the bid calendar will not be addressed, except as provided herein.

Interpretation of the specifications or any solicitation documents will **not** be made to the bidder verbally, and if any verbal clarifications are provided they are without legal effect. FSA will make every attempt to e-mail updates to registered bidders. However, posting to the FSA website or the bid system constitutes proper notice of addenda.

The FSA shall issue a Formal Addendum if substantial changes which impact the submission of bids are required. Any such addenda shall be binding on the bidder and shall become a part of the solicitation document. In the event of conflict with the original specifications, addenda shall govern to the extent specified. Subsequent Addenda shall govern over prior Addenda only to the extent specified. The FSA will not be responsible for any explanation or interpretation made verbally or in writing except those made through the posting of a Formal Addendum.

The bid submission constitutes acknowledgment of addenda to the specifications. Bids that fail to account for the specification addenda shall be determined to be nonresponsive; however, the FSA may waive this requirement in its best interest.

After the start of the contract term, FSA will notify all vendors of any addenda and will require acknowledgement of the new terms and conditions. If the vendor does not agree to the new terms and conditions, the vendor's award can be removed or replaced by another vendor or qualified responsive bidder.

1.24 SIGNED BID CONSIDERED AN OFFER

The signed bid shall be considered an offer on the part of the bidder, which offer shall be deemed accepted upon approval by the FSA. The bid submission must be signed by an authorized representative. Submission of a bid in the FSA bid system constitutes a signed bid for purposes of bid evaluation. An electronic signature may be used and shall have the same force and effect as a written signature.

1.25 ASSIGNMENT OF CONTRACT

No right or interest in this contract may be assigned, transferred, conveyed, sublet or otherwise disposed of, without prior written consent of the FSA.

If the original vendor sells or transfers all assets or the entire portion of the assets used to perform this contract, a successor-in-interest must perform all obligations under this contract. FSA reserves the right to reject the acquiring entity as vendor. A change of name agreement will not change the contractual obligations of the vendor.

In the event a manufacturer reassigns the product line to an alternate company, the vendor is required to immediately notify the FSA in writing of the change within 10 business days confirming the reassignment. If the vendor is not already an approved FSA vendor, the alternate company is required to submit a Qualifications Packet to the FSA to become an approved vendor ***prior to*** conducting any qualified sales. FSA may approve such assignments of existing or new vendors at its discretion. The vendor is required to honor the contract pricing and all of the applicable terms and conditions throughout the remaining term of the contract.

1.26 TERMINATION OF PRODUCT LINE

If a vendor terminates a product line (manufacturer or brand), the vendor is required to notify the FSA within 10 business days of the decision not to retain the product line. FSA may remove the terminated products from the contract.

1.27 METHOD OF AWARD

The award is made to responsive and responsible bidders. FSA uses its discretion in determining if bids meet the requirements of this solicitation. The FSA reserves the right to make multiple awards for each item, if deemed in the best interest of the FSA and the purchasers. Awards will be posted on the FSA website according to the date posted in the bid calendar.

1.28 DEMONSTRATION OF COMPETENCY

Bidders must be able to demonstrate a good record of performance for a reasonable period of time, and have sufficient financial support, equipment and organization to ensure they can satisfactorily execute the services if awarded a contract under the terms and conditions herein stated.

The terms "equipment" and "organization" as used herein shall be construed to mean a fully equipped and well-established company in line with the best business practices in the industry and as determined by the FSA.

The FSA may consider any evidence available and may require submission of supporting documentation regarding the financial, technical and other qualifications and abilities of a bidder, including past performance with the FSA in making the award.

The FSA may require bidders to show proof that they have been designated as authorized representatives of a manufacturer or supplier which is the actual source of supply. In these instances, the FSA may also require information from the source of supply regarding the quality, packaging and characteristics of the products. Any conflicts between this material information provided by the source of supply and the information contained in the bid submission may render the bid nonresponsive.

Pre-award inspection of the bidder's facility may be made prior to the award of contract. Bids will only be considered from firms which are regularly engaged in the business of providing the goods or services as described in this bid.

Information submitted in the bid may not be plagiarized and, except in the case of materials quoted from this solicitation or developed by the manufacturer, must be the original work of the individual or company that submits the bid for evaluation.

1.29 VENDOR ABILITY TO PERFORM

During the contract period, FSA may review the vendor's record of performance and may require submission of supporting documentation to ensure that the vendor is providing sufficient financial support, equipment and organization.

If the FSA determines that the vendor no longer possesses the financial support, equipment and organization in order to comply with this section, FSA has the authority to immediately terminate the contract awarded.

By responding to this procurement, the vendor warrants that, to the best of his or her knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the vendor's ability to satisfy the obligations of the contract. The vendor warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133 of the Florida Statues, or on any similar list maintained by any other state or the federal government. The vendor shall immediately notify the FSA and purchaser in writing if its ability to perform is compromised in any manner during the term of the contract.

1.30 FINANCIAL RESPONSIBILITY

Bidder affirms by the submission of the bid and by signature on the contract signature form that the bidder:

- Has fully read and understands the scope, nature, and quality of work to be performed or the services to be rendered under this bid and has adequate facilities and personnel to fulfill such requirements.
- Accepts the financial responsibility associated with this bid and declares that they have the access to capital (in the form of liquidity or credit lines) in order to meet the financial demands of such award.
- Has assessed the financial responsibility required to serve the contract as bid, including such details as the obligations to perform all items bid, zones bid, and quantities that could be ordered, as well as timing of payment from purchasers, which can be 45 calendar days from receipt of invoice.

1.31 QUALITY AND SAFETY

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this bid shall be new. The items bid must be new, the latest model, of the best quality, and highest-grade workmanship that meet or exceed federal safety standards.

Items requiring certification should require certification of options in cases where non-certified options could result in the decertification of the original product or warranty. In all cases where options are not certified, the vendor must disclose to the end user that the non-certified options are not required to be certified. All options must meet or exceed federal safety standards.

1.32 NONCONFORMANCE

Items may be tested for compliance with specifications. Items delivered that do not conform to specifications may be rejected and returned at the vendor's expense. Items not meeting the specifications and items not delivered within a reasonable period of time after expected delivery date may be purchased outside of the FSA contract.

Any violation of these stipulations may also result in:

- Vendor's name being removed from the awarded vendor list.
- FSA and purchasers being advised not to do business with vendor.

1.33 GRATUITIES

Bidders shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of the FSA, for the purpose of influencing consideration of this bid. Bidders shall disclose in writing any conflicts of interest to FSA prior to any award, or as soon as practical after learning of any such conflict, including any contractual or employment relationships with FSA or potential purchasers of bidders' products or services.

1.34 TIE BIDS

FSA has the right to award multiple bidders the primary or alternate award in the event of a tie. In the event the FSA desires to break tie bids, and both businesses have qualifying drug-free work programs, the award will be made using the following criteria:

- Bidder within the State of Florida
- Vendors performance record with purchasers
- Coin Toss

1.35 RIGHT TO AUDIT

Vendor shall establish and maintain a reasonable accounting system that enables FSA to readily identify vendor's sales. FSA and its authorized representatives shall have the right to audit and to make copies of all related records pertaining to this contract, including all government sales and eligible users information whether kept by or under the control of the vendor, including, but not limited to those kept by its employees, agents, assigns, successors, sub-vendors, or third-party suppliers in whatever form they may be kept – written or electronic. Such records shall include, but not be limited to:

- Accounting records, including but not limited to purchase orders, confirmation of orders or invoices, paid vouchers, cancelled checks, deposit slips, ledgers, and bank statements
- Written policies and procedures;
- Subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, etc.);
- Original estimates, quotes, or work sheets;
- Contract amendments and change order files;
- Insurance documents; or
- Memoranda or correspondence.

Vendor shall maintain such records during the term of this contract and for a period of three (3) years after the completion of this contract. At the vendor's expense and upon written notice from FSA, the vendor shall provide such records for inspection and audit by FSA or its authorized representatives. Such records shall be made available to FSA during normal business hours within three business days of receipt of the written notice. FSA may

select the vendor's place of business or offsite location for the audit. The FSA may also request the vendor provide requested records via e-mail.

Vendor shall ensure FSA has these rights with vendor's employees, agents, assigns, successors, and third-party supplier and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the vendor and any sub-vendors to the extent that those subcontracts or agreements relate to fulfillment of the vendor's obligations to FSA.

Professional fees, personnel costs and travel costs incurred by FSA under its authority to audit and not addressed elsewhere will be the responsibility of the FSA. However, if the audit identifies under reporting, overpricing or overcharges (of any nature) by the vendor to FSA or a purchaser in excess of three percent (3%) of the total contract billings, the vendor shall reimburse FSA for the total costs of the audit not to exceed $5,000. If the audit discovers substantive findings related to fraud, misrepresentation, or non-performance, FSA may recoup all the costs of the audit work from the vendor.

Any adjustments or payments that must be made as a result of any such audit or inspection of the vendor's invoices or records shall be made within a reasonable amount of time (not to exceed 60 calendar days) from presentation of FSA's findings to vendor.

FSA has the right to assess damages or seek reimbursements or refunds based on audit results.

1.36 LIABILITY, INSURANCE, LICENSES AND PERMITS

The bidder shall obtain and pay for all licenses, permits and inspection fees for this bid submission and contract. Where vendors are required to enter or go onto FSA or purchaser property to deliver materials or perform work or services as a result of a bid award, the vendor will assume the full duty, obligation and expense of obtaining all necessary licenses, permits and insurance. The vendor shall be liable for any damages or loss to the FSA or purchaser occasioned by negligence of the vendor or any person the vendor has designated in the completion of the contract as a result of the bid.

1.37 BID AND PERFORMANCE BONDS

Bid Bonds, when required, shall be submitted with the bid in the amount specified in Bidder Instructions.

Purchasers may request a performance bond from a vendor. Performance bonds are recommended with pre-payment and will be at the expense of the requesting agency. Purchasers should determine the best practice in comparing performance bond expense against any prior discounts that may be available.

1.38 ELIMINATION FROM CONSIDERATION

This Invitation to Bid shall not be awarded to any person or bidder who has outstanding debts to the FSA, whether in relation to current or previous bid awards or for other business purposes.

1.39 COLLUSION

Collusion is a non-competitive secret or sometimes illegal agreement between rival bidders that attempts to disrupt the contract process equilibrium. Collusion involves people or companies that would typically compete, but are conspiring or working together in which the outcome results in an unfair bid advantage. The parties may

collectively choose to agree to increase or decrease the item base price in one or more zones to maximize awards thus denying purchasers a fair price.

Bidders or vendors who are found to have engaged in collusion will be considered nonresponsive, and will be suspended or barred from bid participation. Any contract award resulting from collusive bidding may be terminated for default. Further, any collusion that is detected by the FSA may be reported to relevant law enforcement and/or prosecutorial agencies.

Bidders may submit multiple bids without conflict of collusion if the bid submitted is not from the same manufacturer and product line. Dealers which share the same ownership may submit multiple bids without conflict of collusion if the bidders are not in the same region featuring the same manufacturer and product line.

1.40 DEFAULT

In case of default on the part of vendor, the FSA may take necessary steps to otherwise procure the products sought, including but not limited to procuring the products or services from the next highest ranked bidder or from other sources. A defaulting vendor may be held liable for costs incurred by the FSA in procuring replacement products.

1.41 PROTESTS AND ARBITRATION

Any person who is adversely affected by the decision or intended decision to award shall file a "Notice of Protest" in writing to the FSA within three (3) business days after the posting of the Intent to Award and shall file a formal written protest within five (5) business days after filing the Notice of Protest. Failure to file both a notice of protest and a formal written protest within the above referenced timelines shall constitute a waiver of proceedings.

The burden is on the party protesting the award of the bid to establish grounds for invalidating the award(s). The formal written protest must state with particularity the facts and law upon which the protest is based. Options are for informational purposes only and will not serve as a basis for protest. Failure to do so will result in a denial of protest. Formal written protest which states with particularity the facts and law upon which the protest is based will be reviewed by FSA legal counsel for legal soundness and validity, and corrective action will be taken as needed contingent upon the validity of such claims. However, any additional time required and cost incurred by the FSA to substantiate a protesting party's claim(s) beyond the normal scope of its legal review due to the vague or inconclusive nature of the protesting party's filing will be reimbursable to the FSA and deducted from the protesting party's bond or security which must accompany their filing.

Any bidder who files an action protesting a decision or intended decision pertaining to this contract shall post a bond, cashier's check or money order payable to the Florida Sheriffs Association in the amount equal to ten percent of the item being protested. The bond, cashier's check or money order must be filed at the time of filing the formal written protest or within the five (5) business day period allowed for filing the formal written protest. FSA will provide the amount required within two (2) business days of the notice of protest received. This bond or security will be conditioned upon the payment of all costs which may be adjudged against the protesting party in a court of law and/or to reimburse the FSA for additional legal expenses incurred and required to substantiate the protesting party's claim(s). Failure to post the bond or security requirement within the time allowed for filing will result in a denial of protest. The filing of the protest shall not stay the implementation of the bid award by the Florida Sheriffs Association.

Should the unsuccessful bidder(s) decide to appeal the decision of the FSA, they shall file a notice to FSA within three (3) business days of the FSA bid protest decision regarding their intent to request arbitration. A demand for

arbitration with the American Arbitration Association's (AAA) commercial panel under its rules and regulations must be made within ten (10) business days of the FSA bid protest decision. Any person who files for an arbitration with the AAA shall post with the Florida Sheriffs Association at the time of filing the formal written arbitration request, a bond, cashier's check or money order payable to the Florida Sheriffs Association in the amount equal to ten percent of the product line being protested. This amount will be the same amount as the FSA provided at the time of filing the initial protest. Failure to provide written notice to FSA, file a demand for arbitration with the AAA, or failure to post the required bond and security requirement within the specified timelines shall constitute a waiver of arbitration proceedings. By responding to this procurement, the bidder expressly agrees to the use of mandatory binding arbitration to resolve any appeals of the decision of the FSA, and any claims arising from or in any way relating to the procurement process, and expressly waives any and all rights that it may otherwise have to pursue such claims in any other forum, judicial or otherwise.

If the party filing for arbitration does not prevail, it shall pay all costs, legal expenses and attorney fees of the prevailing party incurred in connection with the arbitration. However, if the filing party prevails, the parties shall share equally the fees and expenses of the arbitration and AAA and each shall bear the cost of their own attorney fees. The filing for arbitration shall not stay the implementation of the bid award by the Florida Sheriffs Association.

1.42 NONPERFORMANCE

By virtue of the bid submission, bidder acknowledges its obligation to sell items in all zones for which it is awarded. Failure of the bidder to comply with these requirements may result in the imposition of liquidated damages of up to $1,000 per item, which amount the vendor agrees is reasonable, or probation, suspension, termination or a combination thereof from current and future bids at the FSA's discretion.

The vendor shall at all times during the contract term remain responsive and responsible. In determining vendor's responsibility, the FSA shall consider all information or evidence that demonstrates the vendor's ability or willingness to fully satisfy the requirements of the solicitation and the contract.

Vendors that are not in compliance with any of the provisions of this contract can be assessed liquidated damages, suspended or terminated from the contract. The FSA at its sole discretion may remove a noncompliant vendor from future competitive bid solicitations; or take other actions including suspension from the contract until compliance issues are resolved, limit current or future vendor participation by items or zones, or other actions as determined by FSA at its sole discretion.

At FSA's discretion, vendors may be required to develop corrective action plans to address contract compliance. Failure to abide by corrective action plans will result termination from the existing contract and future competitive bid solicitations at the discretion of the FSA.

In situations where there is evidence that the vendor has engaged in egregious breaches of the contract with respect to either the FSA and/or the purchaser, the contract can be terminated and the vendor will be removed from future solicitations for a period of up to three (3) years, or a permanent ban from the bid process at the sole discretion of FSA.

Specific conditions for termination include, but are not limited to; failure to perform, refusal to accept orders during the contract period while manufacturer orders are still being accepted for current model year or the new year if the vehicle is price protected by the factory, charging amounts exceeding MSRP on factory or vendor installed items and packages, requiring the purchase of additional options over and above the base vehicle as a condition of acceptance of order, providing aftermarket options where factory options are available without the

consent of the purchaser, any misrepresentation of optional equipment or service as being factory that fails to meet the definition as described in this document, and any other practice deemed to be inconsistent with the intent of the contract.

Any vendor presented with a valid purchase order consistent with vendor bid quotes or other agreed upon terms and pricing is required by this contract to accept such purchase order and deliver the product. Orders must be fulfilled if the item is a base model or whether it includes options. The vendor must deliver this product if they were awarded the contract – regardless of profit or loss.

Failure to deliver the item may result in the purchaser seeking damages for the difference of cost to issue the exact same order with another vendor plus any legal fees and damages that may be incurred in the process to facilitate a completed order. Additionally, FSA may seek damages for nonpayment of administrative fees, to which FSA is entitled, according to Section 3.28 and any attorney's fees incurred in the recovery of these damages.

1.43 SEVERABILITY

In the event any provision of this contract is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the contract which shall remain in full force and effect and enforceable in accordance with its terms.

1.44 TERMINATION FOR CAUSE

If through any cause within the reasonable control of the vendor, it shall fail to fulfill in a timely manner, or otherwise violate any of the terms of this contract, the FSA shall have the right to terminate the services remaining to be performed. Written notice of the deficiencies shall be given to the vendor and unless the deficiencies are corrected within 10 business days, the contract may be terminated for cause immediately. The right to exercise the option to terminate for cause shall be in the sole discretion of the FSA, and the failure to exercise such right shall not be deemed to constitute a waiver of this right.

In that event, the FSA shall compensate the successful bidder in accordance with the contract for all services performed by the bidder prior to termination, net of any costs incurred by the FSA as a consequence of the default.

Notwithstanding the above, the vendor shall not be relieved of liability to the FSA for damages sustained by the FSA by virtue of any breach of the contract by the vendor, and the FSA may reasonably withhold payments to the vendor for the purposes of offset until such time as the exact amount of damages due the FSA from the vendor is determined.

1.45 TERMINATION WITHOUT CAUSE

The FSA can terminate the contract in whole or part without cause by giving written notice to the vendor of such termination, which shall become effective 30 calendar days following receipt by vendor of such notice.

In that event, all finished or unfinished documents and other materials shall be properly delivered to the FSA.

The vendor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the contract, if any. The vendor shall not be entitled to recover any lost profits that the vendor expected to earn on the balance of the contract or cancellation charges.

Any payments to the vendor shall be only to the total extent of the FSA liability for goods or services delivered prior to the date of notice to terminate the contract.

1.46 CONTRACT ADVERTISMENT AND USE OF FSA LOGO

The CPP logo is an official logo of the Florida Sheriffs Association designed to promote the program. The logo may be used by vendors in accordance with this policy. Use of the logo is limited to the original version received from the FSA. Modifications are not permitted.

Methods of use include, but are not limited to:

- Electronic mediums such as websites, digital marketing campaigns, social media and e-mail; or
- Print media such as forms, marketing campaigns, business cards, posters, banners, brochures, flyers and postcards.

Vendors may request the logo by contacting cpp@flsheriffs.org, and should include a brief description of how the vendor intends to use the logo. The official FSA sheriff's star and wreath logo may not be used without prior written permission.

2.0 BIDDER INSTRUCTIONS

2.01 QUALIFICATION

Bidders are required to complete the qualification packet as part of the bid submission. A bidder becomes a qualified bidder if they comply with this section and Section 2.11, Mandatory Pre-Bid Meeting.

Qualification Packet information required for bid qualification include:

- Qualification form
    - Contact Information
    - Business Profile
    - References
    - Disqualifications & Defaults
    - Warranty Service Plan Attestation
    - Emergency Technician Attestation
- State compliance attestations
    - E-Verify
    - Drug-Free Workplace
    - Workers Compensation
    - Motor Vehicles Dealer and Brokers license
- Federal compliance attestations
    - Certification Regarding Debarment and Suspension
    - Certification Regarding Lobbying
- Contract Signature Form
- Insurance Checklist 2022
    - Certificates of Insurance due by September 26th for awarded vendors

The qualification packet is located on the bid system.

2.02 LICENSING AND FACILITIES

Bidders are required to possess a Florida Motor Vehicle Dealer's License in order to bid on any motor vehicle.

Bidders must maintain a repair facility within the State of Florida to provide warranty service for the items bid. If bidders do not have a facility, the bidder must be able to assist purchasers in obtaining warranty work as authorized by the manufacturer.

If a bidder does not maintain a facility within the State of Florida, the bidder must have a plan as to how the bidder would service Florida purchasers if awarded the contract. This warranty service plan must demonstrate that the warranty work will be timely and satisfactorily performed and should include:

- Whether the warranty service provider is approved by the manufacturer;
- If the bidder plans to contract out for service, a copy of the service agreement; and
- Zone specific service plans to include:
    - Response time to initial call from purchaser,
    - Number of personnel available to service the contract,
    - Qualifications of personnel providing warranty work, and
    - Any additional information that would detail how warranty service would be provided.

The sufficiency of the Warranty Service Plan may be evaluated by the FSA. The FSA reserves the right to request additional information from a bidder regarding the facility during the solicitation and the term of the contract, if awarded. The FSA may also exercise discretion in examining such facility as deemed necessary.

2.03 INSURANCE AND INDEMNIFICATION

Vendor shall be fully liable for the actions of its agents, employees, partners, or third party suppliers and shall fully indemnify, defend, and hold harmless the Florida Sheriffs Association, the participating agencies, and their officers, agents, and employees from suits, actions, damages, and costs of every name and description, including legal counsels' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by bidder, its agents, employees, partners, or third party suppliers; provided, however, that the bidder shall not indemnify for that portion of any loss or damages resulting directly from the negligent acts or omissions of the Florida Sheriffs Association and participating agencies or proximately caused by intentional wrongful acts or omissions of the Florida Sheriffs Association and participating agencies.

Vendor's obligations under the above paragraph with respect to legal action are contingent upon the Florida Sheriffs Association and/or participating agencies giving the bidder (1) written notice of any action or threatened action, and (2) the opportunity to take over and settle or defend any such action at bidder's sole expense. Vendor shall not be liable for any cost, expense or compromise incurred by the Florida Sheriffs Association, or participating agencies, in any legal action without bidder's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed.

The Insurance Checklist summarizes the bidder's insurance coverage obligations, if awarded. Certificates of Insurance, evidencing such coverages and endorsements as required herein, shall be provided no later than five business days prior to the contract award date. The vendor may not begin performance under the contract until such Certificates have been approved by the FSA.

The certificate must state Bid Number and Title. FSA must be named as an additional insured for the duration of the contract.

The vendor shall maintain comprehensive general liability insurance and general aggregate insurance in the amount and coverage levels specified on the Insurance Checklist.

The vendor shall specifically and distinctly assume, and does so assume, all risks of damage or injury to property or persons used or employed on or in connection with the work and of all damage or injury to any person or property wherever located, resulting from any action or operation under the contract or in connection with the work. It is understood and agreed that at all times the vendor is acting as an independent contractor. The vendor shall be responsible for the work and every part thereof, and for all materials, tools, appliances and property of every description, used in connection with this particular contract. The vendor at all times during the full duration of work under this contract, including extra work in connection with this contract, shall meet the requirements of this section.

The vendor shall maintain automobile liability insurance including property damage covering all owned, non-owned, hired and scheduled automobiles, when used in connection with the delivery or service of this contract.

The vendor shall maintain insurance to cover garage operations in the amount specified on the Insurance Checklist when the garage is used to complete work on this contract.

All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida and these companies must have a rating of B+ or better per the AM Best Rating.

FSA required insurance coverages must be maintained through the duration of the contract. Upon expiration of the required insurance, the vendor must email updated certificates of insurance for as long a period as any work is still in progress. No change or cancellation in insurance shall be made without 30 calendar days written notice to the FSA.

It is understood and agreed that all policies of insurance provided by the vendor are primary coverage to any insurance or self-insurance the FSA possesses that may apply to a loss resulting from the work performed in this contract. All policies issued to cover the insurance requirements herein shall provide full coverage from the first dollar of exposure.

The liability insurance coverage shall extend to and include the following contractual indemnity and hold harmless agreement:

> *The vendor hereby agrees to indemnify and hold harmless the FSA, a 501(c)3, its officers, agents, and employees from all claims for bodily injuries to the public and for all damages to the property per the insurance requirement under the specifications including costs of investigation, all expenses of litigation, including reasonable legal counsel fees and the cost of appeals arising out of any such claims or suits because of any and all acts of omission or commission of any by the vendor, his agents, servants, or employees, or through the mere existence of the project under contract.*

The foregoing indemnity agreement shall apply to any and all claims and suits other than claims and suits arising out of the sole and exclusive negligence of the FSA, its officers, agents, and employees, as determined by a court of competent jurisdiction.

The vendor will notify the insurance agent without delay of the existence of the Hold Harmless Agreement contained within this contract, and furnish a copy of the Hold Harmless Agreement to the insurance agent and carrier.

The vendor will obtain and maintain contractual liability insurance in adequate limits for the sole purpose of protecting the FSA under the Hold Harmless Agreement from any and all claims arising out of this contractual operation.

The vendor will secure and maintain policies of third-party suppliers. All policies shall be made available to the FSA upon demand. Compliance by the vendor and all third-party suppliers with the foregoing requirements as to carrying insurance and furnishing copies of the insurance policies shall not relieve the vendor and all third-party suppliers of their liabilities and obligations under any section or provisions of this contract. Vendor shall be as fully responsible to the FSA for the acts and omissions of the third-party suppliers and of persons employed by them as they are for acts and omissions of persons directly employed by the vendor.

The FSA can request and the vendor shall furnish proof of insurance within seven calendar days of receipt of the written request from FSA. Should the vendor fail to provide acceptable evidence of current insurance during the contract term, the FSA shall have the right to consider the contract breached and justifying the termination thereof. If bidder does not meet the insurance requirements; the FSA may consider alternate insurance coverage.

2.04 SPECIFICATIONS

All items covered by this contract and the specifications shall be the manufacturer's current basic production model, and shall, as a minimum, be equipped with all standard factory equipment in accordance with the manufacturer's latest literature unless otherwise noted in the bid system or FSA base specification. If awarded, bidders must supply an item that either meets or exceeds all the requirements included in the applicable specifications.

The bid specifications are contained in the FSA bid system, may be requested from FSA and are retained within FSA's archive. As part of the bid submission, all bidders will be required to provide information confirmation that the item bid meets the base specification or may have their bid rejected. Failure of a bidder to comply with these provisions will result in bidders being held responsible for all costs required to bring the vehicle into compliance with the contract specifications.

FSA develops the specifications with subject matter experts and publicly available information. However, FSA does not have access to full details from the manufacturer and relies on bidders to assist in this process. Bidders should immediately notify the FSA of any inaccuracies in the specifications. All notifications of inaccuracies must be in writing.

2.05 FIXED PRICES

If the bidder is awarded a contract under this Invitation to Bid, the prices quoted by the bidder at the time of bid submission shall remain fixed and firm during the term of this contract, unless otherwise addressed in a contract extension or price adjustment as provided herein.

2.06 DISCOUNTS

Discounts listed in FSA22-VEL30.0 Pursuit, Administrative and Other Vehicles, and FSA22-VEH20.0 Heavy Vehicles and Buses bids shall be below Manufacturer's Standard Retail Pricing (MSRP) or manufacturer's published list price for any item and options. The vendor has the authority to offer additional discounts based on quantity, as well as additional manufacturer or vendor discounts. Discount ranges are not permissible. Discounts must be a whole, positive percentage with no decimal place (e.g. 10%).

2.07 SEALED BIDS

For purposes of this solicitation, a sealed bid is considered a bid submitted using the FSA bid system.

2.08 EXCEPTIONS

Any requested exceptions, deviations, or contingencies a bidder may have to the terms and conditions must be documented in bidder's submission. Exceptions to the item specifications at the time of the bid submission shall reference the item number, make and model. FSA has the discretion to grant or deny, in whole or in part, the bidders requested exception, deviation or contingency to the specifications or terms and conditions. Bidder acknowledges that if FSA rejects the proposed exceptions, the bid may be disqualified.

2.09 MISTAKES

Bidders are expected to examine the item specifications, delivery schedules, bid prices and all information pertaining to servicing this contract before submitting a bid. Failure to do so will be at the bidder's risk.

2.10 EQUIVALENTS

Prior to the opening of the bid system, bidders may request item equivalents. The bidder must submit the manufacturer name and model number (or product identifier) of each equivalent requested to FSA. Complete, descriptive, technical literature should demonstrate that the equivalent conforms with specification. If a bid uses equivalents without prior approval, the bid may be disqualified.

2.11 MANDATORY PRE-BID MEETING

Prospective bidders are required to attend or participate in the **mandatory** Pre-Bid Meeting. The Pre-Bid Meeting is designed for vendors, the Fleet Advisory Committee and the FSA to clarify questions on the terms and conditions and to confirm all item specifications. Questions relating to the items, specifications, the bid process, or award can be asked at the Pre-Bid Meeting. Bidders have the opportunity to suggest technical modifications or corrections before the item specifications are finalized.

FSA reserves the right to grant attendance exceptions to the mandatory meeting if the bidder has requested authorization, signs a memo to agree to meet all the terms and conditions without exception and further waives their right to protest the bid process in its entirety or any portion thereof.

2.12 PRICES QUOTED

Prices submitted as indicated in the sealed bid are final. Bidders acknowledge that prices quoted will be valid for a period of sixty (60) calendar days from the date of bid opening. Each item, make, and model must be priced and bid separately. Prices quoted in the bid submission should reflect the final amount the bidder can expect to receive for payment for the items bid for the duration of the contract, unless otherwise provided in the contract. These prices must be inclusive of all of the components included in the base specification. Once awarded, the vendor has the authority to offer discounts for prompt payment. Cash or quantity discounts offered will not be a consideration in determination of award of the bid.

Prices bid, including options, must include the administrative fee FSA charges to administer the contract, as outlined within these terms & conditions. The administrative fee is three quarters of one percent (.0075).

Prices must be Free On Board (FOB) destination.

2.13 OPTION PRICING

FSA requests vendors include most frequently purchased scheduled, factory and aftermarket options in the bid system. The bidder shall offer a discount below Manufacturer's Standard Retail Pricing (MSRP) or manufacturer's published list price for any options included in the bid submission and quotes to purchasers, if awarded. Discounts can be provided beyond option prices listed in the contract. The additional discounts for each option shall be decided by the bidder. The FSA has the discretion to disqualify bidders if the option pricing is excessive or if options listed are not available for the item bid.

Options are intended to add or delete equipment or features from the base specification. Options can provide an upgrade or downgrade to a manufacturer's model, such as a slightly different engine size or horsepower, and should not be made available for purchase separate from the base item. Bidders shall NOT use options to create an item that is available as another item bid on this ITB. The use of options to facilitate the sale of an alternate manufacturer's product which is outside the scope of the base specification will be determined nonresponsive and

the bid will be rejected in whole or part by the FSA. Bidders must disclose which options require the purchase of other options or are dependent on another option in their bid submission. Option pricing will include all costs of labor associated with the option and cost of labor should not be listed separately.

Bidder must use proper manufacturer codes for all factory options. Options available through the factory should be bid and supplied to purchaser as "factory" options, unless otherwise requested in writing by the purchaser. Factory package options are allowable under this contract. Factory package options included in the bid submission must detail what components the package includes.

If a bidder will offer registration and title services as a fee for service, the bidder must include the administrative fee as a separate option (i.e. line item) for each item bid. Government imposed fees should not be included in this option pricing.

If the bidder wishes to offer credit to the purchaser for an option that is standard on the FSA base specification, the bidder should include the word "Credit" at the beginning of the description field, and continue to describe the option being credited. For example, "Credit: one key fob" and enter the price the bidder will credit the purchaser.

For purposes of this bid, Emergency Lights and Sirens will require a separate pricing sheet and option upload in the bid system. Section 2.14 contains specific instructions and exceptions for emergency lights and sirens.

2.14 EMERGENCY LIGHTS AND SIRENS

Under Florida Statute 316.003(1), authorized emergency vehicles are defined as:

> "Vehicles of the fire department (fire patrol), police vehicles, and such ambulances and emergency vehicles of municipal departments, public service corporations operated by private corporations, the Fish and Wildlife Conservation Commission, the Department of Environmental Protection, the Department of Health, the Department of Transportation, and the Department of Corrections as are designated or authorized by their respective departments or the chief of police of an incorporated city or any sheriff of any of the various counties."

Bidders that will provide or contract to provide emergency light and siren installation must only use installers that possess a current Emergency Vehicle Technician Certification, or an approved equivalent. FSA may request certificates for a vendor's installers at any time during the contract term. Labor may be charged for the installation of emergency lights and sirens. Labor rates must be disclosed as part of the bid submission. Bidders may not charge for labor for vehicles that are manufactured with emergency lights and sirens, including motorcycles. Prices submitted for emergency lights and sirens shall include all applicable government-imposed fees.

Bidders that install emergency lights and sirens are required to provide and install products that are Society of Automotive Engineers (SAE) certified. SAE Certifications must include Class 1, Class 2 and Class 3 in order to be eligible for participation in the contract. If a lighting or siren product installed on an emergency vehicle is not SAE Certified, the vendor can be found in default of the contract.

<u>Bid Submission of Emergency Lights and Sirens</u>
If offering emergency lights and sirens, bidders will be asked to provide pricing by submitting a pricing sheet. An emergency vehicle lights and siren option pricing template is offered in the bid system. Bidders are encouraged, but not required to use the template. If item or specification group is helpful to display light and siren options, bidders may categorize the pricing sheet by item group.

Items listed below are required for the submission of the pricing sheet:

- Order code
- Description to include manufacturer
- Price (part only)
- Estimated labor hours
- Labor cost per hour

2.15 SUBMITTAL OF BID

Bidders must submit a bid electronically using the bid system. Bid submissions include pricing for the base specification, option descriptions and pricing, and any applicable lighting/siren pricing, as well as required documentation. The bid must be received by the date and time specified on the Bid Calendar seen in Appendix B. Failure to meet all submission requirements by the date indicated on the Bid Calendar will result in rejection of the bid.

Bid System: VendorLink
The bid system is located at https://www.myvendorlink.com. Bidders are encouraged to participate in training provided. Usernames and passwords will be issued to bidders after registering in the bid system. Contact VendorLink at support@evendorlink.com if technical issues arise during bid submission.

Prices are to be rounded to the nearest whole dollar. If a bidder submits bid pricing using cents, the following formula will be applied: $.01-.49 will be rounded down to the dollar bid (e.g., $50.49 = $50) and $.50-.99 will be rounded to the next dollar (e.g., $50.50 =$51).

Bid Submission
To ensure correct bid submittal and formatting, bidders shall:

- Input a bid price for each item by zone.
- Upload files as instructed in the bid system; files requested will be in Excel or .pdf.
- Follow all instructions outlined in this ITB and provide all requested information.

The bid shall include the following documents:

- Executed Qualifications Packet.
- Build sheet for each item bid as a single .pdf
- Pricing Sheet for Emergency Vehicle Lights and Sirens, if applicable.
- Any requested exceptions or equivalents.

Option Upload
An option sheet should be submitted for each item bid. The bid system will accept option information for each item through a .pdf file upload. Each option sheet should include a header to identify the FSA contract title and number, the bidder name, item number, make and model. Information required for the bid submission must comply with the terms and conditions. Each option sheet should include:

- Manufacturer order code
- Description
- Price

Bidders may also choose to add MSRP and the discount offered to their option pricing sheet. If option pricing is not uploaded correctly, FSA may require bidders to correct the issue, but bidders may not modify the price.

FSA may ask awarded bidders to supply one hard copy set with digital signatures and original compliance forms, prior to the contract execution. Hard copy bids should not be submitted unless specifically requested by FSA. FSA is not responsible for bidder's improper use of the bid system. Exceptions will be granted to this section should any bid system malfunctions occur.

2.16 ZONE BIDDING

Bidders may bid in one or more geographic zones. The zone map is included in Appendix A. Bidders must submit pricing for each zone they wish to be evaluated.

2.17 EXECUTION OF BID

By submitting a response to this Invitation to Bid, the bidder agrees to the terms and conditions of this contract and to be bound by such terms and conditions if selected for award. The bidder must submit the Contract Signature Form with the signature of an authorized representative no later than the bid submittal due date. All terms and conditions are applicable throughout the term of the contract and not specific to any given year, make or model.

2.18 MODIFICATION OR WITHDRAWALS OF BIDS

A bidder may submit a modified bid to replace all or any portion of a previously submitted bid until the due date and time of the bid submission listed in the Bid Calendar. Modifications received after the bid due date and time will not be considered.

Bids can be withdrawn in writing prior to the contract award. If a bidder must withdraw the bid, the bidder must contact FSA immediately. Bid withdrawals are handled on a case-by-case basis, and can result in a limitation of participation in future bids.

2.19 LATE BIDS

The responsibility for submitting a bid before the due date and time on the bid calendar is solely and strictly the responsibility of the bidder. The FSA is not responsible for delays caused by technical problems, any internet outages or delays incurred by electronic delivery, or any other occurrence. Any reference to time will be based on Eastern Time.

2.20 BID OPENING

Bids shall be opened on the date and time specified on the Bid Calendar. The bid opening may occur at the Florida Sheriffs Association, 2617 Mahan Drive, Tallahassee, Florida, or may be offered online.

FSA will provide a bid inspection period for bidders following the bid opening. The date, time and duration will be announced prior to the bid opening.

2.21 DETERMINATION OF RESPONSIVENESS

Determination of responsiveness will take place at the time of bid opening and evaluation. In order to be deemed a responsive bidder, the bid must conform in all material respects to the requirements stated in the contract. As set forth in Section 2.26, FSA reserves the right to waive or allow a vendor to correct minor irregularities.

2.22 RESPONSIBLE BIDDER CRITERIA

Bids will be evaluated to determine if qualifications and contract requirements are met. Responses that do not meet all requirements of this Invitation to Bid or fail to provide all required information, documents or materials may be rejected as nonresponsive.

Bidders whose responses, past performance, or current status do not reflect the capability, integrity, or reliability to fully and in good faith perform the requirements of the contract may be rejected as non-responsible. In determining a responsible bidder, the following factors may be considered:

- Adequacy of facilities, staffing, and financial resources;
- Previous experience with FSA contract or other similar government contracts;
- Ability to provide excellent customer service, including previous FSA contracts; and
- Any other information relevant to the responsibility of a vendor that FSA is aware of.

In addition to the requirements of set forth by these Terms & Conditions, FSA reserves the right to request staffing, performance and financial information from any bidder during the evaluation process.

FSA reserves the right to determine which responses meet the requirements, specifications, terms and conditions of the solicitation, and which bidders are responsive and responsible.

FSA further reserves the right to limit participation of bidders who, in FSA's sole discretion, are determined to present responsibility concerns that call into question the bidder's ability to perform but that do not rise to the level of requiring rejection of the bidder as non-responsible.

2.23 BASIS FOR AWARD

The FSA shall make awards to the lowest bidder by item, by manufacturer, and by zone to bidders deemed to be responsive and responsible. Awards may also be made to the second and third lowest bidders by item, by manufacturer and by zone, and determined to be in the best interest of the FSA and the purchaser. FSA has the discretion to consider option pricing in making the award. Awards will not be given to any parties listed on the government wide exclusion in the System for Award Management. See Appendix D, II to 2 CFR Part 200.

FSA reserves the right to accept or reject any and all bids, and to waive any minor irregularity, technicality or omission if it determines that doing so will serve the purchaser's best interest.

2.24 FIRM BID

Bidder warrants by virtue of bidding it is submitting a firm bid and the prices quoted in their bid response will be good for an evaluation period of sixty (60) calendar days from the date of bid opening, and if awarded, through the duration of the contract unless otherwise addressed by a contract extension or price adjustment as provided in this contract.

By virtue of the bid submission, bidder acknowledges its obligation to sell items in all zones for which it is awarded. Failure of the bidder to comply with these requirements may result in the imposition of liquidated damages of up to $1,000 per item, which amount the vendor agrees is reasonable, or probation, suspension, termination or a combination thereof from current and future bids at the FSA's discretion.

2.25 BID TABULATIONS

The Bid Tabulation report will be posted on the FSA Cooperative Purchasing Program website after the bid submission closes.

If there is a delay in posting the bid tabulation results, FSA will post a notice of the delay and a revised date for posting of results.

2.26 MINOR IRREGULARITIES/RIGHT TO REJECT

The FSA has the right to accept or reject any and all bids, or separate portions thereof, and to waive any minor irregularity, technicality or omission if the FSA determines that doing so will serve its best interest or the best interest of the purchasers. A minor irregularity is a variation from the terms and conditions of this procurement that does not affect the price of the bid or give the bidder a substantial advantage over other bidders and thereby restrict or stifle competition and does not adversely impact the interests of the FSA or the purchasers. At its option, the FSA may allow a bidder to correct minor irregularities but is under no obligation to do so. In doing so, the FSA may request a bidder to provide clarifying information or additional materials to correct the irregularity.

However, the FSA will not request and a bidder may not provide the FSA with additional materials that affect the price of the bid, or give the bidder an advantage or benefit not enjoyed by other bidders.

The FSA may also reject any bids not submitted in the manner specified in this document.

2.27 CONE OF SILENCE

This Invitation to Bid is subject to the Cone of Silence that begins the date the bid submission opens through the intent to award date as indicated in the Bid Calendar. During this period, all communications regarding this solicitation between FSA and Bidder will cease, except for procedural questions, questions regarding problems incurred in the use of the bid system, or communications initiated by the FSA. All permitted communications during this period shall be made in writing to the t contacts identified in Section 1.01 of this ITB.

3.0 CONTRACT CONDITIONS

3.01 GENERAL REQUIREMENTS

Once the bid has been awarded, the terms and conditions of this document become the contract between the FSA and the awarded vendor. The terms and conditions apply to all items purchased from this contract.

3.02 STATEMENT OF AUTHORITY

Each person signing the contract warrants that they are duly authorized to do so and binds the respective party to the contract.

3.03 VENDOR CONTACT INFORMATION

The vendor shall maintain current contact information with FSA at all times for sales and submission of purchase orders, quarterly reports and administrative fee payments. If a change occurs during the contract, the vendor must notify FSA immediately.

3.04 ADDITIONS OR DELETIONS

FSA reserves the right to add or delete any items from this bid or resulting contract when deemed to be in the best interest of FSA and purchasers, at its discretion. This decision to take action may be based upon and not limited to few or no sales, product recalls and other safety issues, vendor or manufacturer performance, or the product's lack of relevance.

3.05 CONTRACT EXTENSION

Contract Extension
The contract may be extended by mutual agreement for up to two (2) additional years, on a year-to-year basis. FSA reserves the right to execute a contract extension or to allow the contract to fully or partially terminate and readvertise for bids, whichever is in the best interest of FSA.

The vendor may request price adjustments for contract extensions as provided for herein. If no request is received from the vendor, the FSA will assume that the vendor has agreed that the optional term may be exercised without a price adjustment. Any adjustment request received after the execution of an extension may not be considered unless otherwise provided for in this contract.

Month-to-Month Continuation
In the event a new contract is not active at the time of this contract's expiration, this contract's terms and conditions shall extend on a month-to-month basis and shall not constitute an implied extension of the contract. Such a month-to-month continuation shall be upon the compensation and payment provided herein.

3.06 PRICE ADJUSTMENT

This contract provides the following options for price adjustments:

- Annual Price Adjustments
- Changes to Manufacturer Production or Design

- Manufacturer Certified Adjustments
- Equitable Adjustments

Price adjustment requests must clearly substantiate a need to increase or decrease the price. Price adjustments will not be considered if vendors are delinquent on administrative fee payments or have outstanding quarterly reports.

Annual Price Adjustment

The FSA may consider annual price adjustments due to:

- Changes in the Producer Price Index (PPI) as published by the U.S. Department of Labor, Bureau of Labor Statistics (BLS); or
- As a result of changes to national or state standards that require substantial price adjustments.

FSA may consider other documentation related to the change to national or state standards, but is not obligated to grant price changes without literature from the manufacturer. The FSA will consider the request and will make a final determination on the change in price.

Changes to Manufacturer Production or Design

Significant changes by the manufacturer to the production of and specification design may initiate a price adjustment request. FSA will consider order dates, production factors, model year, or other conditions, as well as the replacement or complete redesign of items. Vendors must provide documentation from the manufacturer.

Manufacturer Certified Adjustments

Vendors must provide documentation from the manufacturer to FSA that shows a legitimate need for price adjustments.

Equitable Adjustments

The FSA may make an equitable adjustment to the contract terms or pricing at its discretion.

3.07 CONDITIONS

It is understood and agreed that any item offered or shipped as a result of this contract shall be the most current model offered.

3.08 PRODUCTION CUTOFF

Vendors shall notify the FSA in writing no less than sixty (60) calendar days prior to the close of final order date by the manufacturer when the final order date is during the term of the contract. Purchase orders received by the vendor ten (10) business days prior to the final order date must be accepted and entered into the order system with the manufacturer. Purchase orders issued and received after the production cutoff date will be subject to availability. In this case, the vendor and manufacturer have the discretion whether to choose to provide next year's model at current year's prices until the end of the contract term. If the manufacturer cutoff date is during the term of the contract and will affect the purchaser's ability to obtain the items, FSA may consider substitutions from the same manufacturer.

3.09 FACILITIES

The FSA reserves the right to inspect the vendor's facilities at any time with prior notice.

3.10 PURSUIT RATED VEHICLES & MOTORCYCLES

Vehicles in this category have been reviewed by one or more of the nationally recognized authorities on Police Vehicle Testing Program/Evaluation. These evaluations are not designed to recommend a particular product, but to serve as a resource for vehicles which are currently being offered for law enforcement service. To see the full detailed report, click or copy the links below. At the time of the bid there were two nationally recognized authorities:

State of Michigan, Vehicle Test Team of the Michigan State Police (MSP) Precision Driving Unit

Los Angeles County Sheriff's Department Law Enforcement Vehicle Test and Evaluation Program
Vehicles:

3.11 SPECIAL SERVICE VEHICLES

Vehicles in this category have been reviewed by one or more of the nationally recognized authorities on pursuit vehicle testing program/evaluation. These vehicles are labeled as Special Service Vehicle (SSV) and often used in public safety applications and other areas of government. Refer to manufacturers published information for detailed information regarding these vehicles.

3.12 CAB AND CHASSIS PURCHASES

Vendors performing upfitting of cab and chassis should be licensed and certified to perform such work. Vendors are responsible for tag and title work if the chassis is completed by the vendor or the vendor's contracted third-party supplier. The requirements of Florida Statute 319.21 related to the manufacturer statement of origin apply to cab and chassis purchases.

Cab and chassis may be purchased from the vendor without any required additional upfitting by the vendor. Vendors are not responsible for tag and title if an incomplete chassis is requested and sold to the purchaser.

3.13 FACTORY-INSTALLED OPTIONS

All options specified as factory-installed are to be installed on the item at the primary site of assembly and is to be the manufacturer's standard assembly-line product. Aftermarket and vendor-installed equipment will not be accepted as factory-installed. Vendors found supplying aftermarket or vendor-installed equipment where factory-installed are specified shall be required to retrieve all delivered items and supply new items meeting the specifications.

All factory-ordered options are to be original equipment manufacturer (OEM) and installed at the primary site of assembly unless otherwise noted by the vendor and acknowledged in writing by the purchaser. Verbal agreements will not be recognized.

3.14 VENDOR-INSTALLED OPTIONS

All vendor-installed accessories, equipment, or options shall be installed according to the manufacturer's specifications. All vendor-installed options must be manufactured by an established manufacturer of the product provided. Vendors are required to disclose make and model of product being offered, design, and model must be approved by the purchaser prior to installation. Prior to any purchase, the vendor must also disclose the warranty of any accessory, equipment or option that is less than or exceeds the factory or equipment warranty coverage. Any vendor that violates this provision will be considered in default of the contract. FSA may terminate the contract in accordance with these terms & conditions.

3.15 NON-SCHEDULED OPTIONS

A non-scheduled option is an option not listed on the FSA published award. Vendors may provide non-scheduled options at less than MSRP or the Published List Price. Non-scheduled options should be identified and listed as a separate line item with the price and discount on the purchase order. Non-scheduled options are covered under these terms and conditions.

3.16 FORCE MAJEURE

A vendor shall not be penalized for a delay resulting from the vendor's failure to comply with delivery requirements if neither the fault nor the negligence of the vendor or its employees contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the vendor's control, or for any of the foregoing that third party suppliers if no alternate source of supply is available to the vendor.

3.17 ORDER

To initiate a purchase, a purchase order must be issued to the vendor, which includes:

- FSA contract title and number;
- FSA item number, and the make and model or item description; and
- Purchaser name, phone number and email address.

The vendor's acceptance of a purchaser's order will indicate that the vendor agrees to deliver an awarded item that will be fully compatible with all of its options. Production schedules and delivery dates should be discussed at the time the quote is provided to the purchaser, or if no quote is provided, when the purchase order is delivered to the vendor. Vendor shall place the order with the manufacturer within 10 business days of receipt of the purchase order. The vendor shall assure that all orders are placed in full compliance with the specifications and the terms and conditions of the contract and the purchase order. Any changes that are required to bring an item into compliance with the various options due to an incorrect order will be accomplished at the vendor's expense.

A Confirmation of Order form shall be completed by the vendor and provided to the purchaser and FSA fifteen (15) calendar days from receipt of purchase order without request by the purchaser. Any additional information needed to complete this form should be obtained by the vendor from the purchaser.

While it is recommended that an agency purchase from the zone which is closest to their location, it is not mandatory to do so. If the purchaser determines that a vendor in another zone can better serve the purchaser's needs, the purchaser may order from a vendor in another zone. Vendors that provide awarded items outside of an awarded zone may upon mutual agreement between the vendor and the purchaser charge a delivery fee.

If a vendor receives a purchase order for an item for which they were not awarded, the vendor must notify the purchaser and return the purchase order to the purchaser within three (3) business days.

3.18 REGISTRATION, TAG, AND TITLE

Title items shall be the responsibility of the vendor. If the purchaser is a government agency, the purchaser has the right to choose to register and title the item. Costs of registration, tag and title shall not exceed the statutory rates. FSA administrative fee does not apply to the cost of registration, tag and title.

3.19 DELIVERY

Vendors are to inspect the item to confirm the item meets or exceeds the FSA base specification, manufacturer specification, and purchase order. Deliveries not complying with these requirements may be rejected and will have to be redelivered at vendor's expense.

Delivery shall be within the normal working hours of the user, Monday through Friday, excluding holidays. Delivery schedules shall be agreed to by the purchaser and the vendor. Vendor shall notify the purchaser no less than twenty-four (24) hours prior to delivery of the time and location, which shall reflect the mutually agreed upon delivery details. The vendor shall be responsible for delivering items that are properly serviced, clean and in first class operating condition. Items shall be delivered with each of the following documents completed or included:

1. Copy of the purchase order.
2. Copy of the FSA base specification.
3. Copy of manufacturer's Invoice, price sheet, build sheet or other documentation that verifies what components are included on the item being delivered
4. Copy of the pre-delivery service report
5. Registration warranty certification
6. Owner's manual
7. Registration, tag and title or an application for the registration, as applicable

All items with fuel tanks of thirty-five (35) gallons or less must contain no less than one quarter (1/4) tank of fuel as indicated by the fuel gauge at the time of delivery. For items that have more than thirty-five (35) gallons, a minimum of one eighth (1/8) of a tank of fuel must be provided. The purchaser has the option to reject a vehicle with more than 350 odometer miles, or may deduct $0.51 cents per mile in excess of 350 miles from the invoice, unless distance above 350 miles was previously approved by the purchaser. Deliveries of less than 350 miles may be accomplished by driving the vehicle. Any delivery accomplished by driving the vehicle must be supervised and the driver must comply with manufacturer's break-in requirements and all applicable traffic laws. Any delivery accomplished by driving a pursuit-rated vehicle must use an "OUT OF SERVICE" cover on light bars. Deliveries in excess of 350 miles shall be made by transport, or otherwise approved by the purchaser, however, this requirement shall not apply to incomplete chassis.

Items with hour meters must be delivered with fewer than five (5) hours on the hour meter or may be rejected by the purchaser. The purchaser may choose to negotiate a lower purchase price when the item exceeds five (5) hours.

When items require service or adjustments upon delivery, the vendor shall either remedy the defect, or be responsible for reimbursing the manufacturer's local authorized representative or other service provider to remedy the defect. Such service or adjustments shall be initiated by the vendor within 48 hours after notification

by a purchaser, not to include weekends and holidays. Delivery will not be considered complete until all services or adjustments are satisfactory, and the item is redelivered or repaired. The cost of any transportation required to address the defect shall be the responsibility of the vendor until the items are satisfactory and accepted by the purchaser.

3.20 INSPECTION AND ACCEPTANCE

Final acceptance shall be given only after the purchaser inspects or confirms the item meets contract specifications. Delivery of an item to a purchaser does not constitute acceptance for the purpose of payment. Inspection and acceptance will be at the purchaser's destination unless otherwise previously agreed upon location was provided in the purchase order. Should the delivered items differ in any respect from the item specifications, payment can be withheld until such time as the vendor completes the necessary corrective action.

3.21 INVOICING AND PAYMENTS

Invoicing and payments shall be the responsibility of the vendor and purchaser placing orders using this contract. Vendors must invoice each purchaser independently. The vendor shall be paid upon submission of invoices to the purchaser after satisfactory delivery and acceptance of the items. The Local Government Prompt Payment Act will apply to ensure timely payment of vendor invoices. The Local Government Prompt Payment Act is defined in Sections 218.70–218.79 of Florida Statutes.

3.22 WARRANTY

All warranties shall begin at the time of delivery and final acceptance by the purchaser. The purchaser's warranty should not be active for incomplete items and items delivered to a third-party supplier before final delivery.

3.23 PURCHASE ORDERS

The vendor must submit electronic copies of purchase orders within fifteen (15) calendar days of the purchase order issue date. Emails shall be sent to coop@flsheriffs.org. Purchase orders received by the vendor after this deadline must be submitted to FSA as soon as possible with the date received by the vendor and cause for the delay. Purchase orders should contain the following required information:

- Purchaser name,
- Purchase order number,
- Purchase order issue date,
- FSA contract title and number,
- Item number,
- Item make and model, or item description,
- Item price,
- Options by item, and
- Estimated delivery date.

Purchase orders vary in format and information provided. If a purchase order does not include the required information, the vendor must submit supplemental documentation to FSA at the same time the purchase order is due. Such information may be in bid quotes, equipment proposals, confirmation of orders, or other documents. If a purchaser does not use purchase orders, written communication from the purchaser to the vendor will be provided supplied to FSA.

3.24 QUARTERLY REPORTS

Quarterly reports are the contractual responsibility of each vendor. Quarterly reports must be completed and submitted electronically. All quarterly reports shall be sent to reports@flsheriffs.org. The quarterly report template shall be submitted using an Excel workbook provided by FSA. Quarterly reports which do not adhere to the required format or are not complete of all purchase orders received and/or deliveries made during the quarter will be returned to the reporting vendor for correction.

Quarterly reports are due no later than the 15th day of the month following the end of the quarter. Quarterly reports shall follow the schedule below for the duration of the contract. If a contract extension is executed, the quarterly reports will maintain the same schedule for future reporting periods.

Contract Year: October 1, 2022 – September 30, 2023

Year 1 Quarter 1:	October 1 – December 31	Q1 Report Due:	January 15
Year 1 Quarter 2:	January 1 – March 31	Q2 Report Due:	April 15
Year 1 Quarter 3:	April 1 – June 30	Q3 Report Due:	July 15
Year 1 Quarter 4:	July 1 – September 30	Q4 Report Due:	October 15

Quarterly reports must be submitted even if there are no sales or no deliveries in a quarter. If a vendor has no sales within a quarter, the vendor shall indicate “No sales this quarter” on the top row of the sales worksheet. If the vendor has no deliveries in a given quarter, the vendor shall indicate “No deliveries this quarter” on the top row of the delivery worksheet.

FSA reserves the right to modify the procedure for submitting quarterly reports during the term of the contract. Such a change shall not materially modify the substance of the information to be reported, but may change the method by which future quarterly reports are to be submitted. In the event of such a change, FSA will provide written notice to all vendors of the method by which future quarterly reports are to be submitted.

3.25 ADMINISTRATIVE FEE

The FSA charges three quarters of one percent (.0075) to procure, process and administer the contract. The administrative fees are the contractual responsibility of each awarded vendor.

After receipt of payment from contract purchases, the vendor shall remit all administrative fees to the FSA no later than 15 calendar days after the end of each quarter. All fees payable to the FSA during any given quarter will be accompanied and supported by a quarterly report.

The administrative fee will remain payable to FSA and no relief from payment of the administrative fee, nor any additional charge to recoup the administrative fee, will be permitted if a vendor fails to incorporate the administrative fee in its bid pricing. The administrative fee should never be listed as a separate line item on any purchase order or invoice.

The administrative fee is based on the total purchase order amount of new items. This fee excludes any value given to purchasers for trade-ins. Trade-ins, extended warranties and other exchanges will not reduce or impact the fee calculation.

The ACH form for electronic payment or wiring of funds is included in Appendix C. It is the preference of FSA that all payments be electronically paid and submitted. If ACH is not available, checks for the administrative fee can be sent to:

Florida Sheriffs Association
Cooperative Purchasing Program
2617 Mahan Drive
Tallahassee, FL 32308

3.26 LIQUIDATED DAMAGES

The vendor warrants that the item supplied to the purchaser shall conform in all respects to the standards set forth and the failure to comply with this condition will be considered as a breach of contract. Any liquidated damages levied because of inadequacies or failures to comply with these requirements shall be borne solely by the vendor responsible for same.

Failure to submit the administrative fee with accompanying quarterly reports to FSA within 15 calendar days following the end of each quarter may result in the imposition of liquidated damages. Vendors failing to submit administrative fees and/or quarterly reports will incur liquidated damages in the amount of $25 for each calendar day that fees and reports are past due, beginning on the 16th day following the end of the quarter.

If a civil action is initiated by the FSA to recover administrative fees or liquidated damages as set forth in this section, the prevailing party shall be entitled to its reasonable attorneys' fees and costs incurred in the litigation. The venue shall lie in the Circuit Court for the Second Judicial Circuit in and for Leon County, Florida.

When quarterly reports are late, liquidated damages are to be included in vendor's Quarterly Report and administrative fee submission. Liquidated damages that remain unpaid beyond 45 calendar days can result in FSA, at its sole discretion, implementing contract compliance actions, including but not limited to, suspension, limited participation by specifications or zones, disqualification from future solicitations, or termination for cause pursuant to the Terms & Conditions.

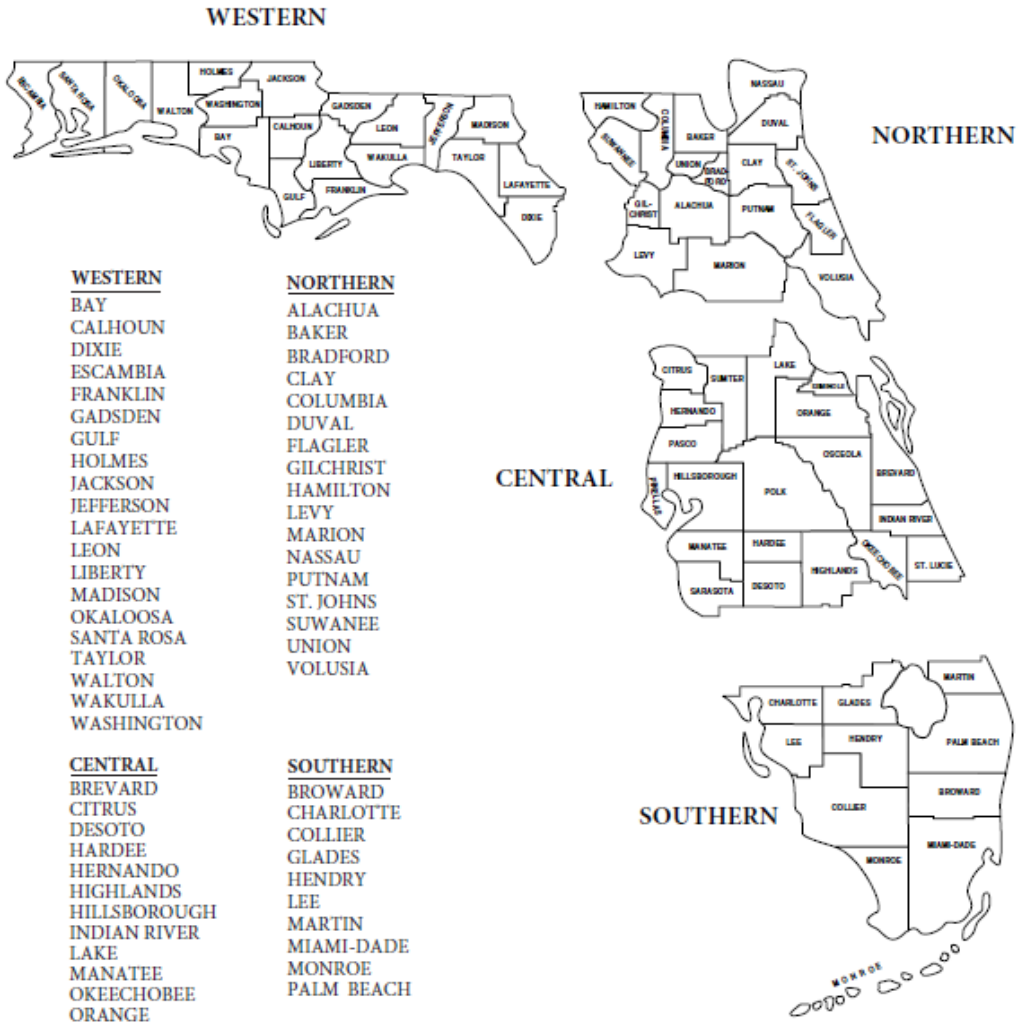
Schedule of Liquidated Damages

Failure to submit quarterly report on time	$25 per calendar day
Failure to submit administrative fee on time	$25 per calendar day
Failure to report a Purchase Order to FSA within 15 calendar days of the purchase order issue date	$100 per Purchase Order
Failure to Report Sales	.0075 of the sales price plus 1.5% each month following the delivery date.

Vendor agrees and acknowledges that its failure to take any of the actions specified in the above schedule will result in liquidated damages to this contract. Vendor agrees and acknowledges that these liquidated damages are not intended to be and do not constitute a penalty and that these amounts are reasonably calculated to compensate the FSA for the damages that it will incur as a result of the vendor's failure to take the specified actions.

Appendix A: Zone Map

FSA CONTRACT ZONE MAP



WESTERN
BAY
CALHOUN
DIXIE
ESCAMBIA
FRANKLIN
GADSDEN
GULF
HOLMES
JACKSON
JEFFERSON
LAFAYETTE
LEON
LIBERTY
MADISON
OKALOOSA
SANTA ROSA
TAYLOR
WALTON
WAKULLA
WASHINGTON

NORTHERN
ALACHUA
BAKER
BRADFORD
CLAY
COLUMBIA
DUVAL
FLAGLER
GILCHRIST
HAMILTON
LEVY
MARION
NASSAU
PUTNAM
ST. JOHNS
SUWANEE
UNION
VOLUSIA

CENTRAL
BREVARD
CITRUS
DESOTO
HARDEE
HERNANDO
HIGHLANDS
HILLSBOROUGH
INDIAN RIVER
LAKE
MANATEE
OKEECHOBEE
ORANGE
OSCEOLA
PASCO
PINELLAS
POLK
ST. LUCIE
SARASOTA
SEMINOLE
SUMTER

SOUTHERN
BROWARD
CHARLOTTE
COLLIER
GLADES
HENDRY
LEE
MARTIN
MIAMI-DADE
MONROE
PALM BEACH

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Appendix B Bid Calendars

FSA22-VEL30.0 Pursuit, Administrative and Other Vehicles
FSA22-VEH20.0 Heavy Trucks

BID CALENDAR ITEM	DATE
Bid Announcements	5/17/22 & 5/31/22
Voluntary Workshop for Interested Bidders on Pursuit Rated & Admin	5/4/2022
Voluntary Workshop for Interested Bidders on Heavy Trucks & Buses	5/5/2022
Mandatory Pre-Bid Meeting FSA22-VEL30.0	7/12/2022
Mandatory Pre-Bid Meeting FSA22-VEH20.0	7/13/2022
FSA Bid System Training For Bidders	7/19/2022
Request for Clarifications Due to FSA	7/25/2022
FSA Response to Request for Clarifications	8/1/2022
Cone of Silence	8/4/22-9/16/22
Bid System Open	8/4/2022
Bid Submissions Due	8/25/2022
Public Bid Opening	8/26/2022
Bid Tabulations Posted	8/26/2022
Bid Evaluation	9/13-16/22
Intent To Award Posted	9/16/2022
Effective Date Of New Contract	10/1/2022

* FSA will complete the mandatory pre-bid meeting via ZOOM

For the most up to date information, please refer to https://www.flsheriffs.org/law-enforcement-programs/cooperative-purchasing-program/bid-announcements

* Details for the Workshop, Mandatory Pre-Bid Meeting, and Public Bid Openings will be posted on FSA's website, emailed to interested bidders, or can be found in Florida Administrative Register (as appropriate) for the dates published.

Appendix C: ACH Payments

Protecting, Leading & Uniting...since 1893
FLORIDA SHERIFFS ASSOCIATION
2617 Mahan Drive, Tallahassee, Florida 32308
P.O. Box 12519 • Tallahassee, Florida 32317-2519
p: (850) 877-2165
f: (850) 878-8665
www.flsheriffs.org

TO: All Customers of the Florida Sheriffs Association

SUBJECT: Florida Sheriffs Association is going paperless!

Our association is pleased to announce the implementation of accepting electronic payments from customers. If your agency or company is able to pay via ACH, please consider adding the Florida Sheriffs Association to your list of vendors paid via electronic payment.

Florida Sheriffs Association's Banking Information is as follows:

Checking Account
Capital City Bank
Routing Number: 063100688
Account Number: 0010867001

Please email any payment remittance information to accounting@flsheriffs.org.

If you choose to make ACH payments to the association, there is no additional charge. However, the information above can be used to pay with a wire transfer. If you choose to pay via wire, there is a charge of $25 per wire that you will need to add to your payment.

If you have any questions at all, please contact Trish Eldridge at teldridge@flsheriffs.org. or call (850) 559-5668.

Sincerely,

Trish Eldridge

Director of Accounting and Finance
Florida Sheriffs Association

Appendix D: Federal Clauses

. APPLICABILITY OF THIRD PARTY CONTRACT PROVISIONS

(excluding micro-purchases, except Davis-Bacon requirements apply to contracts exceeding $2,000)

TYPE OF PROCUREMENT					
PROVISION	**Professional Services/A&E**	**Operations/ Management**	**Rolling Stock Purchase**	**Construction**	**Materials & Supplies**
No Federal Government Obligations to Third Parties (by Use of a Disclaimer)	All	All	All	All	All
False Statements or Claims Civil and Criminal Fraud	All	All	All	All	All
Access to Third Party Contract Records	All	All	All	All	All
Changes to Federal Requirements	All	All	All	All	All
Termination	>$10,000 if 49 CFR Part 18 applies.	>$10,000 if 49 CFR Part 18 applies.	>$10,000 if 49 CFR Part 18 applies.	>$10,000 if 49 CFR Part 18 applies.	>$10,000 if 49 CFR Part 18 applies.
Civil Rights (Title VI, ADA, EEO except Special DOL EEO clause for construction projects)	All	All	All>$10,000	All	All
Special DOL EEO clause for construction projects				>$10,000	
Disadvantaged Business Enterprises (DBEs)	All	All	All	All	All
Incorporation of FTA Terms	All	All	All	All	All
Debarment and Suspension	>$25,000	>$25,000	>$25,000	>$25,000	>$25,000
Buy America			>$100,000 As of Feb. 2011, FTA has not adopted the FAR 2.101 $150,000 standard.	>$100,000 As of Feb. 2011, FTA has not adopted the FAR 2.101 $150,000 standard.	>$100,000 As of Feb. 2011, FTA has not adopted the FAR 2.101 $150,000 standard.
Resolution of Disputes, Breaches, or Other Litigation	>$100,000	>$100,000	>$100,000	>$100,000	>$100,000
Lobbying	>$100,000	>$100,000	>$100,000	>$100,000	>$100,000
Clean Air	>$100,000	>$100,000	>$100,000	>$100,000	>$100,000
Clean Water	>$100,000	>$100,000	>$100,000	>$100,000	>$100,000
Cargo Preference			Transport by ocean vessel.	Transport by ocean vessel.	Transport by ocean vessel.
Fly America	Foreign air transp. /travel.	Foreign air transp. /travel.	Foreign air transp. /travel.	Foreign air transp. /travel.	Foreign air transp. /travel.

PROVISIONS, CERTIFICATIONS, REPORTS, FORMS, AND OTHER—MATRICES

B. APPLICABILITY OF THIRD PARTY CONTRACT PROVISIONS (Continued)

(excluding micro-purchases, except Davis-Bacon requirements apply to construction contracts exceeding $2,000)

TYPE OF PROCUREMENT					
PROVISION	**Professional Services/A&E**	**Operations/ Management**	**Rolling Stock Purchase**	**Construction**	**Materials & Supplies**
Davis-Bacon Act				>$2,000 (also ferries).	
Contract Work Hours and Safety Standards Act		>$100,000 (transportation services excepted).	>$100,000	>$100,000 (also ferries).	
Copeland Anti-Kickback Act Section 1 Section 2				All > $2,000 (also ferries).	
Bonding				$100,000	
Seismic Safety	A&E for new buildings & additions.			New buildings & additions.	
Transit Employee Protective Arrangements		Transit operations.			
Charter Service Operations		All			
School Bus Operations		All			
Drug Use and Testing		Transit operations.			
Alcohol Misuse and Testing		Transit operations.			
Patent Rights	R & D				
Rights in Data and Copyrights	R & D				
Energy Conservation	All	All	All	All	All
Recycled Products		EPA-selected items $10,000 or more annually.		EPA-selected items $10,000 or more annually.	EPA-selected items $10,000 or more annually.
Conformance with ITS National Architecture	ITS projects.	ITS projects.	ITS projects.	ITS projects.	ITS projects.
ADA Access	A&E	All	All	All	All
Notification of Federal Participation for States	Limited to States.	Limited to States.	Limited to States.	Limited to States.	Limited to States.

This content is from the eCFR and is authoritative but unofficial.

Title 2 - Grants and Agreements
Subtitle A - Office of Management and Budget Guidance for Grants and Agreements
Chapter II - Office of Management and Budget Guidance
Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

Authority: 31 U.S.C. 503
Source: 78 FR 78608, Dec. 26, 2013, unless otherwise noted.
Source: 85 FR 49543, Aug. 13, 2020, unless otherwise noted.
Source: 85 FR 49539, Aug. 13, 2020, unless otherwise noted.

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

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

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

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

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

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by

Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

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

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

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

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

(J) See § 200.323.

(K) See § 200.216.

(L) See § 200.322.

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

*References to the code of regulations (CFR) or United States Code (USC) were accurate at the time of publication. It is the responsibility of the bidder to ensure compliance is met of the referenced state and federal laws within the published rules.

ACCESS TO RECORDS AND REPORTS
49 U.S.C. § 5325(g)
2 C.F.R. § 200.333
49 .F.R. part 633

1. Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third-party agreements of any type, and supporting materials related to those records.
2. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
3. Access to Records. The Contractor agrees to provide sufficient access to FSA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.
4. Access to the Sites of Performance. The Contractor agrees to permit FSA and its contractors access to the sites of performance under this contract as reasonably may be required.

BUS TESTING
49 U.S.C. § 5318(e)
49 C.F.R. part 665
The operator of the bus testing facility is required to provide the resulting test report to the entity that submits the bus for testing. The manufacturer or dealer of a new bus model or a bus produced with a major change in component or configuration is required to provide a copy of the corresponding full bus testing report and any applicable partial testing report(s) to the recipient during the point in the procurement process specified by the recipient, but in all cases before final acceptance of the first bus by the recipient. The complete bus testing reporting requirements are provided in 49 C.F.R. § 665.11. Although no specific certification and bus testing language in required, recipients can draw on the following language for inclusion in their federally funded procurements.
Bus Testing
The Contractor [Manufacturer] agrees to comply with the Bus Testing requirements under 49 U.S.C. 5318(e) and FTA's implementing regulation at 49 C.F.R. part 665 to ensure that the requisite testing is performed for all new bus models or any bus model with a major change in configuration or components, and that the bus model has achieved a passing score. Upon completion of the testing, the contractor shall obtain a copy of the bus testing reports from the operator of the testing facility and make that report(s) publicly available prior to final acceptance of the first vehicle by the recipient.

BUY AMERICA REQUIREMENTS
49 U.S.C. 5323(j)
49 C.F.R. part 661
The Buy America regulation at 49 C.F.R. § 661.13 requires notification of the Buy America

requirements in a recipients' bid or request for proposal for state or federally funded contracts. Recipients can draw on the following language for inclusion in their federally funded procurements. Note that recipients are responsible for including the correct Buy America certification based on what they are acquiring. Recipients should not include both the rolling stock and steel, iron, or manufactured products certificates in the documents unless acquiring both in the same procurement.

Buy America

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. part 661, which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless the product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. § 661.11. The [bidder or offeror] must submit to [Recipient] the appropriate Buy America certification below with its [bid or offer]. Bids or offers that are not accompanied by a completed Buy America certification will be rejected as nonresponsive.

In accordance with 49 C.F.R. § 661.6, for the procurement of steel, iron or manufactured products, use the certifications below.

CARGO PREFERENCE REQUIREMENTS

46 U.S.C. § 55305

46 C.F.R. part 381

The Cargo Preference Act of 1954 requirements applies to all contracts involving equipment, materials, or commodities that may be transported by ocean vessels.

The Maritime Administration (MARAD) regulations at 46 C.F.R. § 381.7 contain suggested contract clauses.

Cargo Preference - Use of United States-Flag Vessels

The contractor agrees:

1. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;
2. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FSA recipient (through the contractor in the case of a subcontractor's bill-of-lading.); and
3. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

42 U.S.C. §§ 7401 – 7671q

33 U.S.C. §§ 1251-1387

2 C.F.R. part 200, Appendix II (G)

The Contractor agrees:

1) It will not use any violating facilities;
2) It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;"
3) It will report violations of use of prohibited facilities to FSA; and
4) It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).

CIVIL RIGHTS LAWS AND REGULATIONS
Civil Rights and Equal Opportunity
The AGENCY is an Equal Opportunity Employer. As such, the AGENCY agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the AGENCY agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded to support procurements using exclusionary or discriminatory specifications. Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

1. Nondiscrimination. In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FSA may issue. Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal
2. Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FSA may issue.
3. Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621- 634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, “Age Discrimination in Employment Act,” 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance,” 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FSA may issue.
4. Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FSA may issue.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)
49 C.F.R. part 26
It is the policy of the AGENCY and the United States Department of Transportation (“DOT”) that Disadvantaged Business Enterprises (“DBE’s”), as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in government assisted contracts. It is also the policy of the AGENCY to:

1. Ensure nondiscrimination in the award and administration of DOT-assisted contracts;

2. Create a level playing field on which DBE's can compete fairly for DOT-assisted contracts;
3. Ensure that the DBE program is narrowly tailored in accordance with applicable law;
4. Ensure that only firms that fully meet 49 C.F.R. part 26 eligibility standards are permitted to participate as DBE's;
5. Help remove barriers to the participation of DBEs in DOT assisted contracts;
6. To promote the use of DBEs in all types of federally assisted contracts and procurement activities; and
7. Assist in the development of firms that can compete successfully in the marketplace outside the DBE program.

The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the AGENCY deems appropriate.
For the purpose of this Contract, the AGENCY will accept DBE's who are:

1. Certified, at the time of bid opening or proposal evaluation, by the [certifying agency or the Unified Certification Program (UCP)]; or
2. An out-of-state firm who has been certified by either a local government, state government or Federal government entity authorized to certify DBE status; or
3. Certified by another agency approved by the AGENCY.

The DBE Certification Program is a Federal Program designed for business owners deemed "socially and economically disadvantaged." A Disadvantaged Business Enterprise (DBE) is a for-profit, independent small business concern that is:

1. At least 51% owned by one or more individuals who are both socially and economically disadvantaged; and
2. Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

To achieve DBE status a business must meet the following criteria:

1. Must be an existing "for-profit" business that is currently operational;
2. Must meet the federal definition of a small business concern;
3. Must be an independent business which does not depend on its relationships with another firm or firms. If it is a subsidiary of a corporation, the business must still operate in a self-sufficient manner;
4. The qualifying owner(s) must meet the federal definition of "socially and economically disadvantaged" individuals;
5. The qualifying owner(s) must own a minimum of 51% of the company; and have an investment in their company;
6. The qualifying owner(s) cannot have a net worth that exceeds $1.32 million (excluding the owner's business and primary residence);
7. The qualifying owner(s) must have day-to-day control of operations and possess an expertise in their work specialty.

The Unified Certification Program (UCP) provides "one-stop shopping" where disadvantaged businesses that meet the DBE certification requirements and become certified are eligible to be used to meet the DBE goal requirements on any project with funding from the U.S. Department of Transportation. The UCP eliminates the need for multiple DBE certifications with recipients of funding from the U.S. Department of Transportation (USDOT). In Florida, DBE UCP Certifying Members shall make certification decisions on behalf of all recipients in the state, with respect to participation in the U.S. Department of Transportation DBE Program.

1. The UCP shall provide "one-stop shopping" to applicants for certification, such that an applicant is required to apply only once for a DBE certification and all recipients in the state will honor that certification.

2. All obligations of recipients with respect to certification and nondiscrimination must be carried out by UCPs, and recipients may use only UCPs that comply with the certification and nondiscrimination requirements of 49 CFR Part 26.
3. A UCP is not required to process an application for certification from a firm having its principal place of business outside the state of Florida if the firm is not certified by the UCP in their "home state", where it maintains its principal place of business.
4. A UCP DBE Directory containing all firms certified by the Florida DBE UCP Program is available to the public electronically, on the internet. The DBE Directory is updated as additions/changes are made. The web address for the DBE Directory is https://fdotxwp02.dot.state.fl.us/EqualOpportunityOfficeBusinessDirectory/

EMPLOYEE PROTECTIONS
49 U.S.C. § 5333(a)
40 U.S.C. §§ 3141 – 3148
29 C.F.R. part 5
18 U.S.C. § 874
29 C.F.R. part 3
40 U.S.C. §§3701-3708
29 C.F.R. part 1926
The recipient must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. In addition, recipients can draw on the following language for inclusion in their federally funded procurements.
The Contractor will comply with the Davis-Bacon Act, 40 U.S.C. §§ 3141-3144, and 3146-3148 as supplemented by DOL regulations at 29 C.F.R. part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction." In accordance with the statute, the Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the Contractor agrees to pay wages not less than once a week. The Contractor shall also comply with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by DOL regulations at 29 C.F.R. part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States." The Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.
The Contractor shall comply with all federal laws, regulations, and requirements providing wage and hour protections for non-construction employees, in accordance with 40 U.S.C. § 3702, Contract Work Hours and Safety Standards Act, and other relevant parts of that Act, 40 U.S.C. § 3701 et seq., and U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. part 5.
The Contractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Such records maintained under this paragraph shall be made available by the Contractor for inspection, copying, or transcription by authorized representatives of the agency, and the Contractor will permit such representatives to interview employees during working hours on the job. The contractor shall require the inclusion of the language of this clause within subcontracts of all Tiers.

ENERGY CONSERVATION
42 U.S.C. 6321 et seq.
49 C.F.R. part 622, subpart C
The contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

FLY AMERICA
49 U.S.C. § 40118
41 C.F.R. part 301-10
48 C.F.R. part 47.4

Fly America Requirements
Definitions. As used in this clause--
"International air transportation" means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States. "United States" means the 50 States, the District of Columbia, and outlying areas. "U.S.-flag air carrier" means an air carrier holding a certificate under 49 U.S.C. Chapter 411.
When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, recipients, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.
If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.
In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows: Statement of Unavailability of U.S.-Flag Air Carriers International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403.
The Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation.

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION
2 C.F.R. part 180
2 C.F.R part 1200
2 C.F.R. § 200.213
2 C.F.R. part 200 Appendix II (I)
The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of $25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

1. Debarred from participation in any federally assisted Award;
2. Suspended from participation in any federally assisted Award;
3. Proposed for debarment from participation in any federally assisted Award;
4. Declared ineligible to participate in any federally assisted Award;
5. Voluntarily excluded from participation in any federally assisted Award; or
6. Disqualified from participation in ay federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows: The debarment and suspension certification within the FSA CPP procurement package is a material representation of fact upon which reliance was placed when this transaction was made or entered into.
If it is later determined by the AGENCY that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the AGENCY, 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, as supplemented by 2 C.F.R. part 1200, 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.

LOBBYING RESTRICTIONS
31 U.S.C. § 1352
2 C.F.R. § 200.450
2 C.F.R. part 200 appendix II (J)
49 C.F.R. part 20
The contractor certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

The lobbying restrictions certification within the FSA CPP procurement package is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code.

NO GOVERNMENT OBLIGATION TO THIRD PARTIES
The Recipient and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Recipient, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PRE-AWARD AND POST-DELIVERY AUDITS OF ROLLING STOCK PURCHASES
49 U.S.C. 5323(m)
49 C.F.R. part 663
The Contractor agrees to comply with 49 U.S.C. § 5323(m) and implementing regulation at 49 C.F.R. part 663. The Contractor shall comply with the Buy America certification(s) submitted with its proposal/bid. The Contractor agrees to participate and cooperate in any pre-award and post-delivery audits performed pursuant to 49 C.F.R. part 663.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS
49 U.S.C. § 5323(l) (1)
31 U.S.C. §§ 3801-3812
18 U.S.C. § 1001
49 C.F.R. part 31
The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

TERMINATION
2 C.F.R. § 200.339
2 C.F.R. part 200, Appendix II (B)
The AGENCY may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the AGENCY's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to AGENCY to be paid the Contractor. If the Contractor has any property in its possession belonging to AGENCY, the Contractor will account for the same, and dispose of it in the manner AGENCY directs.
Termination for Default [Breach or Cause] (General Provision)
If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the AGENCY may terminate this contract for default. Termination shall be effected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.
If it is later determined by the AGENCY that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the AGENCY, after setting up a new delivery of performance schedule, may allow the

Contractor to continue work, or treat the termination as a Termination for Convenience.
Opportunity to Cure (General Provision)
The AGENCY, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate Conditions.
If Contractor fails to remedy to AGENCY's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [10 days] after receipt by Contractor of written notice from AGENCY setting forth the nature of said breach or default, AGENCY shall have the right to terminate the contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude AGENCY from also pursuing all available remedies against Contractor and its sureties for said breach or default.
Waiver of Remedies for any Breach
In the event that AGENCY elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by AGENCY shall not limit AGENCY's remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.
Termination for Default (Transportation Services)
If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the AGENCY may terminate this contract for default. The AGENCY shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.
If this contract is terminated while the Contractor has possession of AGENCY goods, the Contractor shall, upon direction of the AGENCY, protect and preserve the goods until surrendered to the AGENCY or its agent. The Contractor and AGENCY shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the AGENCY.

VIOLATION AND BREACH OF CONTRACT
2 C.F.R. § 200.326
2 C.F.R. part 200, Appendix II (A)
Applicability to Contracts
All contracts in excess of the Simplified Acquisition Threshold (currently set at $150,000) shall contain administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and provide for such sanctions and penalties as appropriate. The Violations and Breach of Contracts clause flow down to all third party contractors and their contracts at every tier. Inasmuch as the Contractor can be adequately compensated by money damages for any breach of this Contract, which may be committed by the AGENCY, the Contractor expressly agrees that no default, act or omission of the AGENCY shall constitute a material breach of this Contract, entitling Contractor to cancel or rescind the Contract (unless the AGENCY directs Contractor to do so) or to suspend or abandon performance.
Substantial failure of the Contractor to complete the Project in accordance with the terms of this Agreement will be a default of this Agreement. In the event of a default, the AGENCY will have all remedies in law and equity, including the right to specific performance, without further assistance, and the rights to termination or suspension as provided herein. The Contractor recognizes that in the event of a breach of this Agreement by the Contractor before the AGENCY takes action contemplated herein, the AGENCY will provide the Contractor with sixty (60) days written notice that the AGENCY considers that such a breach has occurred and will provide the Contractor a reasonable period of time to respond and to take necessary corrective action. Should

either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of its employees, agents or others for whose acts it is legally
liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.
Unless this Contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the AGENCY and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the AGENCY is located.
The duties and obligations imposed by the Contract documents and the rights and remedies
available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the AGENCY or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing

FSA Cooperative Purchasing Program

FSA22-VEL30.0 Final Award Document

Protecting, Leading & Uniting...since 1893
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NOTICE OF FINAL AWARD
FSA22-VEL30.0: Pursuit, Administrative, and Other Vehicles

Date: October 1, 2022

To: All Bidders and Purchasers

From: Steve Casey, Executive Director
Sarrah Glassner, Deputy Executive Director of Administration
Hugh Oliver, Cooperative Purchasing Program Manger

Re: Notice of Award for Contract FSA22-VEL30.0: Pursuit, Administrative, and Other Vehicles

We are pleased to announce that the Florida Sheriffs Association (FSA) has successfully completed its 30th year of the cooperative purchasing contract for pursuit, administrative, and other vehicles. The FSA is issuing a Notice of Award for the contract, that will be effective from October 1, 2022, through September 30, 2023. This year's bid included 326 items, offering pursuit rated vehicles, pickup trucks, motorcycles, administrative sedans, vans, and electric vehicles.

The competitive process for this award began in April 2022, when stakeholders were surveyed regarding procurement needs. Items were added based on survey results and the Fleet Advisory Committee's review of products. An advertisement for the Invitation to Bid was published in the Florida Administrative Weekly, as well as the State of Florida's Office of Supplier Diversity and the FSA websites. On April 22, 2022, a direct notification was sent to 753 prospective bidders to participate in a voluntary bidder workshop and to register for bid qualification. The three-month ITB advertisement resulted in 68 pre-bid attendees or waivers. Of these respondents, 22 submitted bids and 17 qualified.

The Florida Sheriffs Association Cooperative Purchasing Program has followed the Contract Terms and Conditions for this procurement. Bidders that become awarded vendors are governed by their manufacturer agreements and the Contract Terms and Conditions.

Contract pricing will be extended and guaranteed to the Florida Sheriffs Association, any unit of local government, political subdivision or agency of the State of Florida, or to other entities approved by manufacturers to buy from this contract, which can include out-of-state sales. Vendors that wish to extend contract pricing to entities other than those defined here are governed by their manufacturer's agreement. All purchasers are bound by state law, local ordinances, rules, and regulations for purchases made under this contract.

FSA22-VEL30.0
Item Group Descriptions

Administrative Sedans

Cargo & Passenger Vans Medium/High Roof

Cargo & Passenger Vans Standard/Low Roof

Electric & Hybrid Vehicles

Pickup Trucks - 4X2

Pickup Trucks - 4X4

Pursuit Rated & Pursuit Hybrid Vehicles

Pursuit Rated Motorcycles

Special Service Vehicles

Utility & Hybrid Utility Vehicles - 4X2

Utility & Hybrid Utility Vehicles - 4X4 and AWD

FSA22-VEL30.0
Item Group Descriptions

The following items will be factory installed on the base vehicle/equipment to meet the model number and build codes of the vehicle listed.

Item Group:

- Administrative Sedans

FSA Item Group Description

- Standard Manufacturer Equipment and Specifications, plus the following if not already included in manufacturer standard equipment and base specifications:
- ENGINE: Manufacturer`s standard gas engine, alternator, battery and cooling package.
- TRANSMISSION/AXLES: Manufacturer`s standard automatic transmission; Manufacturer`s standard drive axle ratio for engine and transmission combination.
- PERFORMANCE ITEMS: Manufacturer`s standard power steering; Manufacturer`s standard gauges.
- COMFORT ITEMS: Air conditioning; standard issue 2 keys and/or fobs; Manufacturer`s standard AM/FM stereo; Manufacturer standard carpeted flooring; Manufacturer`s standard production seats. Purchaser will select color at time of order.
- SAFETY ITEMS: Dual mount outside mirrors to provide field of vision dome lights with left and right door activated switches; Manufacturer`s standard air bags.
- BRAKES: Fourwheel anti-lock brake ABS system.
- TIRES AND WHEELS: Manufacturer`s standard tires and wheels.

Bid Award

Contract: FSA22-VEL30.0, Pursuit, Administrative and Other Vehicles (Light Vehicles)

Group: Administrative Sedans

Item: 1, Chevrolet, Malibu LS, 1ZC69

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Stingray Chevrolet	$19,685.00	0.00%	Build	Options
	Alternate	Garber Chevrolet Buick GMC, Inc.	$19,756.00	0.00%	Build	Options
Northern	Primary	Garber Chevrolet Buick GMC, Inc.	$19,556.00	0.00%	Build	Options
	Alternate	Stingray Chevrolet	$19,595.00	0.00%	Build	Options
Central	Primary	Stingray Chevrolet	$19,515.00	0.00%	Build	Options
	Alternate	Garber Chevrolet Buick GMC, Inc.	$19,656.00	0.00%	Build	Options
Southern	Primary	Stingray Chevrolet	$19,554.00	0.00%	Build	Options
	Alternate	Garber Chevrolet Buick GMC, Inc.	$19,756.00	0.00%	Build	Options
	Alternate	Auto Nation Chevrolet Pembroke Pines	$21,141.00	0.00%	Build	Options

Bid Award

Contract: FSA22-VEL30.0, Pursuit, Administrative and Other Vehicles (Light Vehicles)

Group: Administrative Sedans

Item: 2, Chevrolet, Camaro 1LS, 1AG37-1LS

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Garber Chevrolet Buick GMC, Inc.	$27,484.00	0.00%	Build	Options
Northern	Primary	Garber Chevrolet Buick GMC, Inc.	$27,284.00	0.00%	Build	Options
Central	Primary	Garber Chevrolet Buick GMC, Inc.	$27,384.00	0.00%	Build	Options
Southern	Primary	Garber Chevrolet Buick GMC, Inc.	$27,484.00	0.00%	Build	Options

Bid Award

Contract: FSA22-VEL30.0, Pursuit, Administrative and Other Vehicles (Light Vehicles)

Group: Administrative Sedans

Item: 3, Chrysler, 300, LXCH48

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	STEP ONE AUTOMOTIVE GROUP	$33,725.00	1.00%	Build	Options
	Alternate	Garber Chrysler Dodge Truck, Inc.	$34,325.00	0.00%	Build	Options
Northern	Primary	Garber Chrysler Dodge Truck, Inc.	$34,125.00	0.00%	Build	Options
Central	Primary	Garber Chrysler Dodge Truck, Inc.	$34,175.00	0.00%	Build	Options
Southern	Primary	Garber Chrysler Dodge Truck, Inc.	$34,275.00	0.00%	Build	Options

Bid Award

Contract: FSA22-VEL30.0, Pursuit, Administrative and Other Vehicles (Light Vehicles)

Group: Administrative Sedans

Item: 4, Dodge, Challenger RT, LADP22

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	STEP ONE AUTOMOTIVE GROUP	$41,860.00	1.00%	Build	Options
Northern						
Central						
Southern						

Bid Award

Contract: FSA22-VEL30.0, Pursuit, Administrative and Other Vehicles (Light Vehicles)

Group: Administrative Sedans

Item: 5, Dodge, Challenger SXT, LADH22

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	STEP ONE AUTOMOTIVE GROUP	$32,020.00	1.00%	Build	Options
Northern						
Central						
Southern						

Bid Award

Contract: FSA22-VEL30.0, Pursuit, Administrative and Other Vehicles (Light Vehicles)

Group: Administrative Sedans

Item: 6, Dodge, Charger SXT RWD, LDDM48

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	STEP ONE AUTOMOTIVE GROUP	$33,995.00	1.00%	Build	Options
Northern						
Central						
Southern						

Bid Award

Contract: FSA22-VEL30.0, Pursuit, Administrative and Other Vehicles (Light Vehicles)

Group: Administrative Sedans

Item: 7, Ford, Mustang Ecoboost, P8T

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Duval Ford LLC	$28,768.00	0.00%	Build	Options
	Alternate	BOZARD FORD	$28,885.00	0.00%	Build	Options
	Alternate	STEP ONE AUTOMOTIVE GROUP	$28,999.00	1.00%	Build	Options
Northern	Primary	Duval Ford LLC	$28,593.00	0.00%	Build	Options
	Alternate	BOZARD FORD	$28,885.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	$29,051.00	0.00%	Build	Options
Central	Primary	Duval Ford LLC	$28,618.00	0.00%	Build	Options
	Alternate	BOZARD FORD	$28,885.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	$29,151.00	0.00%	Build	Options
Southern	Primary	Duval Ford LLC	$28,768.00	0.00%	Build	Options
	Alternate	BOZARD FORD	$28,885.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	$29,201.00	0.00%	Build	Options

Bid Award

Contract: FSA22-VEL30.0, Pursuit, Administrative and Other Vehicles (Light Vehicles)

Group: Administrative Sedans

Item: 16, Nissan, Altima 2.5 S FWD, 13113

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	DeLand Truck Center, Inc.	$23,851.00	0.00%	Build	Options
Northern	Primary	DeLand Truck Center, Inc.	$23,801.00	0.00%	Build	Options
Central	Primary	DeLand Truck Center, Inc.	$23,801.00	0.00%	Build	Options
Southern	Primary	DeLand Truck Center, Inc.	$23,874.00	0.00%	Build	Options

Bid Award

Contract: FSA22-VEL30.0, Pursuit, Administrative and Other Vehicles (Light Vehicles)

Group: Administrative Sedans

Item: 17, Nissan, Altima 2.5 SV AWD, 13213

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	DeLand Truck Center, Inc.	$26,134.00	0.00%	Build	Options
Northern	Primary	DeLand Truck Center, Inc.	$25,987.00	0.00%	Build	Options
Central	Primary	DeLand Truck Center, Inc.	$25,997.00	0.00%	Build	Options
Southern	Primary	DeLand Truck Center, Inc.	$26,110.00	0.00%	Build	Options

Bid Award

Contract: FSA22-VEL30.0, Pursuit, Administrative and Other Vehicles (Light Vehicles)

Group: Administrative Sedans

Item: 18, Nissan, Maxima SV, 16113

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	DeLand Truck Center, Inc.	$36,991.00	0.00%	Build	Options
Northern	Primary	DeLand Truck Center, Inc.	$36,875.00	0.00%	Build	Options
Central	Primary	DeLand Truck Center, Inc.	$36,861.00	0.00%	Build	Options
Southern	Primary	DeLand Truck Center, Inc.	$36,990.00	0.00%	Build	Options

Bid Award

Contract: FSA22-VEL30.0, Pursuit, Administrative and Other Vehicles (Light Vehicles)

Group: Administrative Sedans

Item: 19, Nissan, Versa S CVT, 10113

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	DeLand Truck Center, Inc.	$18,201.00	0.00%	Build	Options
Northern	Primary	DeLand Truck Center, Inc.	$17,932.00	0.00%	Build	Options
Central	Primary	DeLand Truck Center, Inc.	$17,968.00	0.00%	Build	Options
Southern	Primary	DeLand Truck Center, Inc.	$18,201.00	0.00%	Build	Options

Bid Award

Contract: FSA22-VEL30.0, Pursuit, Administrative and Other Vehicles (Light Vehicles)

Group: Administrative Sedans

Item: 20, Nissan, Sentra S, 12013

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	DeLand Truck Center, Inc.	$20,289.00	0.00%	Build	Options
Northern	Primary	DeLand Truck Center, Inc.	$20,260.00	0.00%	Build	Options
Central	Primary	DeLand Truck Center, Inc.	$20,265.00	0.00%	Build	Options
Southern	Primary	DeLand Truck Center, Inc.	$20,315.00	0.00%	Build	Options

FSA22-VEL30.0
Item Group Descriptions

The following items will be factory installed on the base vehicle/equipment to meet the model number and build codes of the vehicle listed.

Item Group:

- Cargo & Passenger Vans Medium/High Roof

FSA Item Group Description

- Standard Manufacturer Equipment and Specifications, plus the following if not already included in manufacturer standard equipment and base specifications:
- ENGINE: Manufacturer`s standard gas engine, alternator, battery and cooling package.
- TRANSMISSION/AXLES: Manufacturer`s standard automatic transmission; Manufacturer`s standard drive axle ratio for engine and transmission combination.
- PERFORMANCE ITEMS: Manufacturer`s standard power steering; Manufacturer`s standard gauges.
- COMFORT ITEMS: Air conditioning; standard issue 2 keys and/or fobs; Manufacturer`s standard AM/FM stereo; Heavy duty rubber floor covering instead of carpet; Manufacturer`s standard production seats. Purchaser will select color at time of order.
- SAFETY ITEMS: Dual mount outside mirrors to provide field of vision dome lights with left and right door activated switches; Manufacturer`s standard air bags.
- BRAKES: Fourwheel anti-lock brake ABS system.
- TIRES AND WHEELS: Manufacturer`s standard tires and wheels.

Bid Award

Contract: FSA22-VEL30.0, Pursuit, Administrative and Other Vehicles (Light Vehicles)

Group: Cargo & Passenger Vans Medium/High Roof

Item: 26, Ford, Transit T-150 Medium Roof Cargo Van RWD, E1C

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Duval Ford LLC	$38,915.00	0.00%	Build	Options
	Alternate	BOZARD FORD	$39,572.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	$39,708.00	0.00%	Build	Options
Northern	Primary	Duval Ford LLC	$38,675.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	$39,558.00	0.00%	Build	Options
	Alternate	BOZARD FORD	$39,572.00	0.00%	Build	Options
Central	Primary	Duval Ford LLC	$38,915.00	0.00%	Build	Options
	Alternate	BOZARD FORD	$39,572.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	$39,658.00	0.00%	Build	Options
Southern	Primary	Duval Ford LLC	$38,915.00	0.00%	Build	Options
	Alternate	BOZARD FORD	$39,572.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	$39,708.00	0.00%	Build	Options

Bid Award

Contract: FSA22-VEL30.0, Pursuit, Administrative and Other Vehicles (Light Vehicles)

Group: Cargo & Passenger Vans Medium/High Roof

Item: 27, Ford, Transit T-250 High Roof Cargo Van RWD, R1X

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Duval Ford LLC	$42,893.00	0.00%	Build	Options
	Alternate	BOZARD FORD	$43,520.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	$43,695.00	0.00%	Build	Options
Northern	Primary	Duval Ford LLC	$42,653.00	0.00%	Build	Options
	Alternate	BOZARD FORD	$43,520.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	$43,545.00	0.00%	Build	Options
Central	Primary	Duval Ford LLC	$42,893.00	0.00%	Build	Options
	Alternate	BOZARD FORD	$43,520.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	$43,645.00	0.00%	Build	Options
Southern	Primary	Duval Ford LLC	$42,893.00	0.00%	Build	Options
	Alternate	BOZARD FORD	$43,520.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	$43,695.00	0.00%	Build	Options

Bid Award

Contract: FSA22-VEL30.0, Pursuit, Administrative and Other Vehicles (Light Vehicles)

Group: Cargo & Passenger Vans Medium/High Roof

Item: 28, Ford, Transit T-250 Medium Roof Cargo Van RWD, R1C

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Duval Ford LLC	$39,778.00	0.00%	Build	Options
	Alternate	BOZARD FORD	$40,429.00	0.00%	Build	Options
	Alternate	STEP ONE AUTOMOTIVE GROUP	$40,495.00	1.00%	Build	Options
Northern	Primary	Duval Ford LLC	$39,538.00	0.00%	Build	Options
	Alternate	BOZARD FORD	$40,429.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	$40,438.00	0.00%	Build	Options
Central	Primary	Duval Ford LLC	$39,778.00	0.00%	Build	Options
	Alternate	BOZARD FORD	$40,429.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	$40,538.00	0.00%	Build	Options
Southern	Primary	Duval Ford LLC	$39,778.00	0.00%	Build	Options
	Alternate	BOZARD FORD	$40,429.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	$40,588.00	0.00%	Build	Options

Bid Award

Contract: FSA22-VEL30.0, Pursuit, Administrative and Other Vehicles (Light Vehicles)

Group: Cargo & Passenger Vans Medium/High Roof

Item: 29, Ford, Transit T-350 High Roof Cargo Van RWD, W1X

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Duval Ford LLC	$44,030.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	$44,830.00	0.00%	Build	Options
	Alternate	STEP ONE AUTOMOTIVE GROUP	$44,850.00	1.00%	Build	Options
Northern	Primary	Duval Ford LLC	$43,790.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	$44,680.00	0.00%	Build	Options
	Alternate	BOZARD FORD	$45,149.00	0.00%	Build	Options
Central	Primary	Duval Ford LLC	$44,030.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	$44,780.00	0.00%	Build	Options
	Alternate	BOZARD FORD	$45,149.00	0.00%	Build	Options
Southern	Primary	Duval Ford LLC	$44,030.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	$44,830.00	0.00%	Build	Options
	Alternate	BOZARD FORD	$45,149.00	0.00%	Build	Options

Bid Award

Contract: FSA22-VEL30.0, Pursuit, Administrative and Other Vehicles (Light Vehicles)

Group: Cargo & Passenger Vans Medium/High Roof

Item: 30, Ford, Transit T-350 High Roof Passenger Van (Wagon) RWD, X2X

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	BOZARD FORD	$47,176.00	0.00%	Build	Options
	Alternate	STEP ONE AUTOMOTIVE GROUP	$47,295.00	1.00%	Build	Options
	Alternate	Garber Ford Inc	$47,335.00	0.00%	Build	Options
Northern	Primary	BOZARD FORD	$47,176.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	$47,185.00	0.00%	Build	Options
Central	Primary	BOZARD FORD	$47,176.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	$47,285.00	0.00%	Build	Options
	Alternate	Bachrodt FT, LLC dba Palmetto Ford of Miami	$48,645.00	1.00%	Build	Options
Southern	Primary	BOZARD FORD	$47,176.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	$47,335.00	0.00%	Build	Options
	Alternate	Bachrodt FT, LLC dba Palmetto Ford of Miami	$48,645.00	1.00%	Build	Options

Bid Award

Contract: FSA22-VEL30.0, Pursuit, Administrative and Other Vehicles (Light Vehicles)

Group: Cargo & Passenger Vans Medium/High Roof

Item: 31, Ford, Transit T-350 Medium Roof Cargo Van RWD, W9C

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Duval Ford LLC	$40,911.00	0.00%	Build	Options
	Alternate	BOZARD FORD	$41,553.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	$41,748.00	0.00%	Build	Options
Northern	Primary	Duval Ford LLC	$40,671.00	0.00%	Build	Options
	Alternate	BOZARD FORD	$41,553.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	$41,598.00	0.00%	Build	Options
Central	Primary	Duval Ford LLC	$40,911.00	0.00%	Build	Options
	Alternate	BOZARD FORD	$41,553.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	$41,698.00	0.00%	Build	Options
Southern	Primary	Duval Ford LLC	$40,911.00	0.00%	Build	Options
	Alternate	BOZARD FORD	$41,553.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	$41,748.00	0.00%	Build	Options

Bid Award

Contract: FSA22-VEL30.0, Pursuit, Administrative and Other Vehicles (Light Vehicles)

Group: Cargo & Passenger Vans Medium/High Roof

Item: 32, Ford, Transit T-350 Medium Roof Passenger Van (Wagon) RWD, X2C

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	BOZARD FORD	$45,872.00	0.00%	Build	Options
	Alternate	STEP ONE AUTOMOTIVE GROUP	$45,955.00	1.00%	Build	Options
	Alternate	Garber Ford Inc	$46,028.00	0.00%	Build	Options
Northern	Primary	BOZARD FORD	$45,872.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	$45,878.00	0.00%	Build	Options
Central	Primary	BOZARD FORD	$45,872.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	$45,978.00	0.00%	Build	Options
	Alternate	Bachrodt FT, LLC dba Palmetto Ford of Miami	$47,324.00	1.00%	Build	Options
Southern	Primary	BOZARD FORD	$45,872.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	$46,028.00	0.00%	Build	Options
	Alternate	Bachrodt FT, LLC dba Palmetto Ford of Miami	$47,324.00	1.00%	Build	Options

Bid Award

Contract: FSA22-VEL30.0, Pursuit, Administrative and Other Vehicles (Light Vehicles)

Group: Cargo & Passenger Vans Medium/High Roof

Item: 34, Mercedes-Benz, Sprinter 2500, 170" wb, 4 cyl. diesel, high roof, cargo van, M2CA7S

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	NAPLES NORTH LLC	$57,085.00	0.00%	Build	Options
Northern	Primary	NAPLES NORTH LLC	$57,085.00	0.00%	Build	Options
Central	Primary	NAPLES NORTH LLC	$55,585.00	0.00%	Build	Options
Southern	Primary	NAPLES NORTH LLC	$55,585.00	0.00%	Build	Options

Bid Award

Contract: FSA22-VEL30.0, Pursuit, Administrative and Other Vehicles (Light Vehicles)

Group: Cargo & Passenger Vans Medium/High Roof

Item: 35, Mercedes-Benz, Sprinter 2500, 170" wb, 4 cyl. Diesel highoutput, AWD, high roof, cargo van, M2CA7H

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	NAPLES NORTH LLC	$66,322.00	0.00%	Build	Options
Northern	Primary	NAPLES NORTH LLC	$66,322.00	0.00%	Build	Options
Central	Primary	NAPLES NORTH LLC	$64,822.00	0.00%	Build	Options
Southern	Primary	NAPLES NORTH LLC	$64,822.00	0.00%	Build	Options

Bid Award

Contract: FSA22-VEL30.0, Pursuit, Administrative and Other Vehicles (Light Vehicles)

Group: Cargo & Passenger Vans Medium/High Roof

Item: 36, Mercedes-Benz, Sprinter 2500, 170" wb, 4 cyl. diesel, high roof, 15 passenger van, M2PV7H

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	NAPLES NORTH LLC	$67,955.00	0.00%	Build	Options
Northern	Primary	NAPLES NORTH LLC	$67,955.00	0.00%	Build	Options
Central	Primary	NAPLES NORTH LLC	$66,455.00	0.00%	Build	Options
Southern	Primary	NAPLES NORTH LLC	$66,455.00	0.00%	Build	Options

Bid Award

Contract: FSA22-VEL30.0, Pursuit, Administrative and Other Vehicles (Light Vehicles)

Group: Cargo & Passenger Vans Medium/High Roof

Item: 37, Mercedes-Benz, Sprinter 2500, 170" wb, 4 cyl. gas, high roof, cargo van, M2CA7G

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	NAPLES NORTH LLC	$54,585.00	0.00%	Build	Options
Northern	Primary	NAPLES NORTH LLC	$54,585.00	0.00%	Build	Options
Central	Primary	NAPLES NORTH LLC	$53,085.00	0.00%	Build	Options
Southern	Primary	NAPLES NORTH LLC	$53,085.00	0.00%	Build	Options

FSA22-VEL30.0
Item Group Descriptions

The following items will be factory installed on the base vehicle/equipment to meet the model number and build codes of the vehicle listed.

Item Group:

- Cargo & Passenger Vans Standard/Low Roof

FSA Item Group Description

- Standard Manufacturer Equipment and Specifications, plus the following if not already included in manufacturer standard equipment and base specifications:
- ENGINE: Manufacturer`s standard gas engine, alternator, battery and cooling package.
- TRANSMISSION/AXLES: Manufacturer`s standard automatic transmission; Manufacturer`s standard drive axle ratio for engine and transmission combination.
- PERFORMANCE ITEMS: Manufacturer`s standard power steering; Manufacturer`s standard gauges.
- COMFORT ITEMS: Air conditioning; standard issue 2 keys and/or fobs; Manufacturer`s standard AM/FM stereo; Heavy duty rubber floor covering instead of carpet; Manufacturer`s standard production seats. Purchaser will select color at time of order.
- SAFETY ITEMS: Dual mount outside mirrors to provide field of vision dome lights with left and right door activated switches; Manufacturer`s standard air bags.
- BRAKES: Fourwheel anti-lock brake ABS system.
- TIRES AND WHEELS: Manufacturer`s standard tires and wheels.

Bid Award

Contract: FSA22-VEL30.0, Pursuit, Administrative and Other Vehicles (Light Vehicles)

Group: Cargo & Passenger Vans Standard/Low Roof

Item: 41, Chevrolet, Express 2500 1WT 135" Cargo Van, CG23405

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Garber Chevrolet Buick GMC, Inc.	$27,416.00	0.00%	Build	Options
Northern	Primary	Garber Chevrolet Buick GMC, Inc.	$27,216.00	0.00%	Build	Options
Central	Primary	Garber Chevrolet Buick GMC, Inc.	$27,316.00	0.00%	Build	Options
Southern	Primary	Garber Chevrolet Buick GMC, Inc.	$27,416.00	0.00%	Build	Options

Bid Award

Contract: FSA22-VEL30.0, Pursuit, Administrative and Other Vehicles (Light Vehicles)

Group: Cargo & Passenger Vans Standard/Low Roof

Item: 42, Chevrolet, Express 2500 1WT 155" Cargo Van, CG23705

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Garber Chevrolet Buick GMC, Inc.	$29,146.00	0.00%	Build	Options
Northern	Primary	Garber Chevrolet Buick GMC, Inc.	$28,946.00	0.00%	Build	Options
Central	Primary	Garber Chevrolet Buick GMC, Inc.	$29,046.00	0.00%	Build	Options
Southern	Primary	Garber Chevrolet Buick GMC, Inc.	$29,146.00	0.00%	Build	Options

Bid Award

Contract: FSA22-VEL30.0, Pursuit, Administrative and Other Vehicles (Light Vehicles)

Group: Cargo & Passenger Vans Standard/Low Roof

Item: 43, Chevrolet, Express 2500 LS 135" Passenger Van, CG23406

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Garber Chevrolet Buick GMC, Inc.	$31,236.00	0.00%	Build	Options
Northern	Primary	Garber Chevrolet Buick GMC, Inc.	$31,036.00	0.00%	Build	Options
Central	Primary	Garber Chevrolet Buick GMC, Inc.	$31,136.00	0.00%	Build	Options
Southern	Primary	Garber Chevrolet Buick GMC, Inc.	$31,236.00	0.00%	Build	Options

Bid Award

Contract: FSA22-VEL30.0, Pursuit, Administrative and Other Vehicles (Light Vehicles)

Group: Cargo & Passenger Vans Standard/Low Roof

Item: 44, Chevrolet, Express 3500 1WT 135" Cargo Van, CG33405

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Garber Chevrolet Buick GMC, Inc.	$29,836.00	0.00%	Build	Options
Northern	Primary	Garber Chevrolet Buick GMC, Inc.	$29,636.00	0.00%	Build	Options
Central	Primary	Garber Chevrolet Buick GMC, Inc.	$29,736.00	0.00%	Build	Options
Southern	Primary	Garber Chevrolet Buick GMC, Inc.	$29,636.00	0.00%	Build	Options

Bid Award

Contract: FSA22-VEL30.0, Pursuit, Administrative and Other Vehicles (Light Vehicles)

Group: Cargo & Passenger Vans Standard/Low Roof

Item: 45, Chevrolet, Express 3500 1WT 155" Cargo Van, CG33705

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Garber Chevrolet Buick GMC, Inc.	$30,566.00	0.00%	Build	Options
Northern	Primary	Garber Chevrolet Buick GMC, Inc.	$30,366.00	0.00%	Build	Options
Central	Primary	Garber Chevrolet Buick GMC, Inc.	$30,466.00	0.00%	Build	Options
Southern	Primary	Garber Chevrolet Buick GMC, Inc.	$30,566.00	0.00%	Build	Options

Bid Award

Contract: FSA22-VEL30.0, Pursuit, Administrative and Other Vehicles (Light Vehicles)

Group: Cargo & Passenger Vans Standard/Low Roof

Item: 46, Chevrolet, Express 3500 LS 135" Passenger Van, CG33406

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Garber Chevrolet Buick GMC, Inc.	$31,926.00	0.00%	Build	Options
Northern	Primary	Garber Chevrolet Buick GMC, Inc.	$31,726.00	0.00%	Build	Options
Central	Primary	Garber Chevrolet Buick GMC, Inc.	$31,826.00	0.00%	Build	Options
Southern	Primary	Garber Chevrolet Buick GMC, Inc.	$31,926.00	0.00%	Build	Options

Bid Award

Contract: FSA22-VEL30.0, Pursuit, Administrative and Other Vehicles (Light Vehicles)

Group: Cargo & Passenger Vans Standard/Low Roof

Item: 47, Chevrolet, Express 3500 LS 155" Passenger Van, CG33706

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Garber Chevrolet Buick GMC, Inc.	$33,063.00	0.00%	Build	Options
	Alternate	Alan Jay Chevrolet Buick GMC Cadillac	$34,313.00	0.00%	Build	
Northern	Primary	Garber Chevrolet Buick GMC, Inc.	$32,863.00	0.00%	Build	Options
	Alternate	Alan Jay Chevrolet Buick GMC Cadillac	$34,213.00	0.00%	Build	
Central	Primary	Garber Chevrolet Buick GMC, Inc.	$32,963.00	0.00%	Build	Options
	Alternate	Alan Jay Chevrolet Buick GMC Cadillac	$34,113.00	0.00%	Build	
Southern	Primary	Garber Chevrolet Buick GMC, Inc.	$33,063.00	0.00%	Build	Options
	Alternate	Alan Jay Chevrolet Buick GMC Cadillac	$34,213.00	0.00%	Build	

Bid Award

Contract: FSA22-VEL30.0, Pursuit, Administrative and Other Vehicles (Light Vehicles)

Group: Cargo & Passenger Vans Standard/Low Roof

Item: 48, Ford, E350 Cutaway Van, E3F

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Duval Ford LLC	$32,987.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	$33,735.00	0.00%	Build	Options
	Alternate	STEP ONE AUTOMOTIVE GROUP	$33,899.00	1.00%	Build	Options
Northern	Primary	Duval Ford LLC	$32,747.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	$33,585.00	0.00%	Build	Options
	Alternate	Bachrodt FT, LLC dba Palmetto Ford of Miami	$35,000.00	1.00%	Build	Options
Central	Primary	Duval Ford LLC	$32,987.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	$33,685.00	0.00%	Build	Options
	Alternate	Bachrodt FT, LLC dba Palmetto Ford of Miami	$34,300.00	1.00%	Build	Options
Southern	Primary	Duval Ford LLC	$32,987.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	$33,735.00	0.00%	Build	Options
	Alternate	Bachrodt FT, LLC dba Palmetto Ford of Miami	$34,200.00	1.00%	Build	Options

Bid Award

Contract: FSA22-VEL30.0, Pursuit, Administrative and Other Vehicles (Light Vehicles)

Group: Cargo & Passenger Vans Standard/Low Roof

Item: 49, Ford, E450 Cutaway Van, E4F

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Duval Ford LLC	$35,238.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	$35,936.00	0.00%	Build	Options
	Alternate	STEP ONE AUTOMOTIVE GROUP	$35,995.00	1.00%	Build	Options
Northern	Primary	Duval Ford LLC	$34,998.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	$35,786.00	0.00%	Build	Options
	Alternate	Bachrodt FT, LLC dba Palmetto Ford of Miami	$37,220.00	1.00%	Build	Options
Central	Primary	Duval Ford LLC	$35,238.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	$35,886.00	0.00%	Build	Options
	Alternate	Bachrodt FT, LLC dba Palmetto Ford of Miami	$36,520.00	1.00%	Build	Options
Southern	Primary	Duval Ford LLC	$35,238.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	$35,936.00	0.00%	Build	Options
	Alternate	Bachrodt FT, LLC dba Palmetto Ford of Miami	$36,420.00	1.00%	Build	Options

Bid Award

Contract: FSA22-VEL30.0, Pursuit, Administrative and Other Vehicles (Light Vehicles)

Group: Cargo & Passenger Vans Standard/Low Roof

Item: 50, Ford, Transit Connect XL LWB - Low Roof Passenger Van (Wagon) RWD, S9E

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Duval Ford LLC	$30,672.00	0.00%	Build	Options
	Alternate	BOZARD FORD	$31,551.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	$31,636.00	0.00%	Build	Options
Northern	Primary	Duval Ford LLC	$30,672.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	$31,486.00	0.00%	Build	Options
	Alternate	BOZARD FORD	$31,551.00	0.00%	Build	Options
Central	Primary	Duval Ford LLC	$30,672.00	0.00%	Build	Options
	Alternate	BOZARD FORD	$31,551.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	$31,586.00	0.00%	Build	Options
Southern	Primary	Duval Ford LLC	$30,672.00	0.00%	Build	Options
	Alternate	BOZARD FORD	$31,551.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	$31,636.00	0.00%	Build	Options

Bid Award

Contract: FSA22-VEL30.0, Pursuit, Administrative and Other Vehicles (Light Vehicles)

Group: Cargo & Passenger Vans Standard/Low Roof

Item: 51, Ford, Transit Connect XL SWB - Low Roof Cargo Van RWD, S6E

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Duval Ford LLC	$28,278.00	0.00%	Build	Options
	Alternate	BOZARD FORD	$30,120.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	$30,195.00	0.00%	Build	Options
Northern	Primary	Duval Ford LLC	$28,043.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	$30,045.00	0.00%	Build	Options
	Alternate	BOZARD FORD	$30,120.00	0.00%	Build	Options
Central	Primary	Duval Ford LLC	$28,043.00	0.00%	Build	Options
	Alternate	BOZARD FORD	$30,120.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	$30,145.00	0.00%	Build	Options
Southern	Primary	Duval Ford LLC	$28,278.00	0.00%	Build	Options
	Alternate	BOZARD FORD	$30,120.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	$30,195.00	0.00%	Build	Options

Bid Award

Contract: FSA22-VEL30.0, Pursuit, Administrative and Other Vehicles (Light Vehicles)

Group: Cargo & Passenger Vans Standard/Low Roof

Item: 52, Ford, Transit T150 Low Roof Cargo Van RWD, E1Y

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Duval Ford LLC	$38,264.00	0.00%	Build	Options
	Alternate	BOZARD FORD	$38,827.00	0.00%	Build	Options
	Alternate	STEP ONE AUTOMOTIVE GROUP	$38,899.00	1.00%	Build	Options
Northern	Primary	Duval Ford LLC	$37,924.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	$38,757.00	0.00%	Build	Options
	Alternate	BOZARD FORD	$38,827.00	0.00%	Build	Options
Central	Primary	Duval Ford LLC	$38,164.00	0.00%	Build	Options
	Alternate	BOZARD FORD	$38,827.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	$38,876.00	0.00%	Build	Options
Southern	Primary	Duval Ford LLC	$38,314.00	0.00%	Build	Options
	Alternate	BOZARD FORD	$38,827.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	$38,917.00	0.00%	Build	Options

Bid Award

Contract: FSA22-VEL30.0, Pursuit, Administrative and Other Vehicles (Light Vehicles)

Group: Cargo & Passenger Vans Standard/Low Roof

Item: 53, Ford, Transit T250 Low Roof Cargo Van RWD, R1Y

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Duval Ford LLC	$39,129.00	0.00%	Build	Options
	Alternate	BOZARD FORD	$39,685.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	$39,791.00	0.00%	Build	Options
Northern	Primary	Duval Ford LLC	$38,789.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	$39,641.00	0.00%	Build	Options
	Alternate	BOZARD FORD	$39,685.00	0.00%	Build	Options
Central	Primary	Duval Ford LLC	$39,029.00	0.00%	Build	Options
	Alternate	BOZARD FORD	$39,685.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	$39,741.00	0.00%	Build	Options
Southern	Primary	Duval Ford LLC	$39,179.00	0.00%	Build	Options
	Alternate	BOZARD FORD	$39,685.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	$39,791.00	0.00%	Build	Options

Bid Award

Contract: FSA22-VEL30.0, Pursuit, Administrative and Other Vehicles (Light Vehicles)

Group: Cargo & Passenger Vans Standard/Low Roof

Item: 54, Ford, Transit T-350 Low Roof Cargo Van RWD, W1Y

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Duval Ford LLC	$40,265.00	0.00%	Build	Options
	Alternate	BOZARD FORD	$40,813.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	$40,930.00	0.00%	Build	Options
Northern	Primary	Duval Ford LLC	$39,925.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	$40,780.00	0.00%	Build	Options
	Alternate	BOZARD FORD	$40,813.00	0.00%	Build	Options
Central	Primary	Duval Ford LLC	$40,165.00	0.00%	Build	Options
	Alternate	BOZARD FORD	$40,813.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	$40,880.00	0.00%	Build	Options
Southern	Primary	Duval Ford LLC	$40,315.00	0.00%	Build	Options
	Alternate	BOZARD FORD	$40,813.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	$40,930.00	0.00%	Build	Options

Bid Award

Contract: FSA22-VEL30.0, Pursuit, Administrative and Other Vehicles (Light Vehicles)

Group: Cargo & Passenger Vans Standard/Low Roof

Item: 55, Ford, Transit T350 Low Roof Passenger Van (Wagon) RWD, X2Y

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	BOZARD FORD	$44,852.00	0.00%	Build	Options
	Alternate	STEP ONE AUTOMOTIVE GROUP	$44,950.00	1.00%	Build	Options
	Alternate	Garber Ford Inc	$44,995.00	0.00%	Build	Options
Northern	Primary	Garber Ford Inc	$44,845.00	0.00%	Build	Options
	Alternate	BOZARD FORD	$44,852.00	0.00%	Build	Options
Central	Primary	BOZARD FORD	$44,852.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	$44,945.00	0.00%	Build	Options
Southern	Primary	BOZARD FORD	$44,852.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	$44,995.00	0.00%	Build	Options

Bid Award

Contract: FSA22-VEL30.0, Pursuit, Administrative and Other Vehicles (Light Vehicles)

Group: Cargo & Passenger Vans Standard/Low Roof

Item: 62, GMC, Savana LS 3500 Passenger Van, TG33706

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Alan Jay Chevrolet Buick GMC Cadillac	$37,871.00	0.00%	Build	
Northern	Primary	Alan Jay Chevrolet Buick GMC Cadillac	$37,771.00	0.00%	Build	
Central	Primary	Alan Jay Chevrolet Buick GMC Cadillac	$37,671.00	0.00%	Build	
Southern	Primary	Alan Jay Chevrolet Buick GMC Cadillac	$37,771.00	0.00%	Build	

Bid Award

Contract: FSA22-VEL30.0, Pursuit, Administrative and Other Vehicles (Light Vehicles)

Group: Cargo & Passenger Vans Standard/Low Roof

Item: 64, Mercedes-Benz, Sprinter 3500XD (11,030 GVW), 170" wb, 6 cyl. diesel, cab chassis / cutaway, MXCC7H

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	NAPLES NORTH LLC	$54,645.00	0.00%	Build	Options
Northern	Primary	NAPLES NORTH LLC	$54,645.00	0.00%	Build	Options
Central	Primary	NAPLES NORTH LLC	$53,145.00	0.00%	Build	Options
Southern						

FSA22-VEL30.0
Item Group Descriptions

The following items will be factory installed on the base vehicle/equipment to meet the model number and build codes of the vehicle listed.

Item Group:

- Electric & Hybrid Vehicles

FSA Item Group Description

- Standard Manufacturer Equipment and Specifications, plus the following if not already included in manufacturer standard equipment and base specifications:
- Batteries – largest available battery pack system for model bid.
- Range: standard range based on applicable battery size
- PERFORMANCE ITEMS: Manufacturer`s standard power steering; Manufacturer`s standard gauges.
- COMFORT ITEMS: Air conditioning; standard issue 2 keys and/or fobs; Manufacturer`s standard AM/FM stereo; Manufacturer standard carpeted flooring; Manufacturer`s standard production seats. Purchaser will select color at time of order.
- SAFETY ITEMS: Dual mount outside mirrors to provide field of vision dome lights with left and right door activated switches; Manufacturer`s standard air bags.
- BRAKES: Fourwheel anti-lock brake ABS system.
- TIRES AND WHEELS: Manufacturer`s standard tires and wheels.

Bid Award

Contract: FSA22-VEL30.0, Pursuit, Administrative and Other Vehicles (Light Vehicles)

Group: Electric & Hybrid Vehicles

Item: 69, Chevrolet, Bolt LT, 1FB48

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Stingray Chevrolet	$26,910.00	0.00%	Build	Options
Northern	Primary	Stingray Chevrolet	$26,910.00	0.00%	Build	Options
Central	Primary	Stingray Chevrolet	$26,910.00	0.00%	Build	Options
Southern	Primary	Auto Nation Chevrolet Pembroke Pines	$26,596.00	0.00%	Build	Options

Bid Award

Contract: FSA22-VEL30.0, Pursuit, Administrative and Other Vehicles (Light Vehicles)

Group: Electric & Hybrid Vehicles

Item: 70, Chevrolet, Bolt EUV LT, 1FF48

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Stingray Chevrolet	$28,510.00	0.00%	Build	Options
Northern	Primary	Stingray Chevrolet	$28,510.00	0.00%	Build	Options
Central	Primary	Stingray Chevrolet	$28,510.00	0.00%	Build	Options
Southern	Primary	Auto Nation Chevrolet Pembroke Pines	$28,153.00	0.00%	Build	Options
	Alternate	Stingray Chevrolet	$28,510.00	0.00%	Build	Options

Bid Award

Contract: FSA22-VEL30.0, Pursuit, Administrative and Other Vehicles (Light Vehicles)

Group: Electric & Hybrid Vehicles

Item: 71, Chrysler, Pacifica Hybrid Touring, RUEH53

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	STEP ONE AUTOMOTIVE GROUP	$49,775.00	1.00%	Build	Options
	Alternate	Garber Chrysler Dodge Truck, Inc.	$49,976.00	0.00%	Build	Options
Northern	Primary	Garber Chrysler Dodge Truck, Inc.	$49,776.00	0.00%	Build	Options
Central	Primary	Garber Chrysler Dodge Truck, Inc.	$49,876.00	0.00%	Build	Options
Southern	Primary	Garber Chrysler Dodge Truck, Inc.	$49,976.00	0.00%	Build	Options

Bid Award

Contract: FSA22-VEL30.0, Pursuit, Administrative and Other Vehicles (Light Vehicles)

Group: Electric & Hybrid Vehicles

Item: 72, Ford, Mustang Mach-E (BEV) Electric, K1R

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Garber Ford Inc	$46,995.00	0.00%	Build	Options
	Alternate	BOZARD FORD	$47,192.00	0.00%	Build	Options
	Alternate	Duval Ford LLC	$47,774.00	0.00%	Build	Options
Northern	Primary	Garber Ford Inc	$46,845.00	0.00%	Build	Options
	Alternate	BOZARD FORD	$47,192.00	0.00%	Build	Options
	Alternate	Duval Ford LLC	$47,474.00	0.00%	Build	Options
Central	Primary	Garber Ford Inc	$46,945.00	0.00%	Build	Options
	Alternate	BOZARD FORD	$47,192.00	0.00%	Build	Options
	Alternate	Bachrodt FT, LLC dba Palmetto Ford of Miami	$47,445.00	1.00%	Build	Options
Southern	Primary	Garber Ford Inc	$46,995.00	0.00%	Build	Options
	Alternate	BOZARD FORD	$47,192.00	0.00%	Build	Options
	Alternate	Bachrodt FT, LLC dba Palmetto Ford of Miami	$47,195.00	1.00%	Build	Options

Bid Award

Contract: FSA22-VEL30.0, Pursuit, Administrative and Other Vehicles (Light Vehicles)

Group: Electric & Hybrid Vehicles

Item: 76, Nissan, LEAF S 40KW, 17013

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	DeLand Truck Center, Inc.	$23,421.00	0.00%	Build	Options
Northern	Primary	DeLand Truck Center, Inc.	$23,317.00	0.00%	Build	Options
Central	Primary	DeLand Truck Center, Inc.	$23,305.00	0.00%	Build	Options
Southern	Primary	DeLand Truck Center, Inc.	$23,378.00	0.00%	Build	Options

Bid Award

Contract: FSA22-VEL30.0, Pursuit, Administrative and Other Vehicles (Light Vehicles)

Group: Electric & Hybrid Vehicles

Item: 77, Nissan, Leaf S Plus 60KW, 17213

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	DeLand Truck Center, Inc.	$31,784.00	0.00%	Build	Options
Northern	Primary	DeLand Truck Center, Inc.	$31,711.00	0.00%	Build	Options
Central	Primary	DeLand Truck Center, Inc.	$31,620.00	0.00%	Build	Options
Southern	Primary	DeLand Truck Center, Inc.	$31,710.00	0.00%	Build	Options

FSA22-VEL30.0
Item Group Descriptions

The following items will be factory installed on the base vehicle/equipment to meet the model number and build codes of the vehicle listed.

Item Group:

- Pickup Trucks - 4X2

FSA Item Group Description

- Standard Manufacturer Equipment and Specifications, plus the following if not already included in manufacturer standard equipment and base specifications:
- ENGINE: Manufacturer`s standard gas engine, alternator, battery and cooling package.
- TRANSMISSION/AXLES: Manufacturer`s standard automatic transmission; Manufacturer`s standard drive axle ratio for engine and transmission combination.
- PERFORMANCE ITEMS: Manufacturer`s standard power steering; Manufacturer`s standard gauges.
- COMFORT ITEMS: Air conditioning; standard issue 2 keys and/or fobs; Manufacturer`s standard AM/FM stereo; Manufacturer standard floor covering; Manufacturer`s standard production seats. Purchaser will select color at time of order.
- SAFETY ITEMS: Dual mount outside mirrors to provide field of vision dome lights with left and right door activated switches; Manufacturer`s standard air bags.
- BRAKES: Fourwheel anti-lock brake ABS system.
- TIRES AND WHEELS: Manufacturer`s standard tires and wheels.
- CHASSIS, FRAME, CAB: Manufacturer`s standard bumper; Manufacturer`s standard fuel tank; Manufacturer`s standard

Bid Award

Contract: FSA22-VEL30.0, Pursuit, Administrative and Other Vehicles (Light Vehicles)

Group: Pickup Trucks - 4X2

Item: 86, Chevrolet, Colorado Crew Cab 2WT, 12M43

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Starke Motorcars, LLC	$25,347.00	0.00%	Build	Options
Northern	Primary	Starke Motorcars, LLC	$25,347.00	0.00%	Build	Options
Central	Primary	Starke Motorcars, LLC	$25,347.00	0.00%	Build	Options
Southern	Primary	Starke Motorcars, LLC	$25,397.00	0.00%	Build	Options

Bid Award

Contract: FSA22-VEL30.0, Pursuit, Administrative and Other Vehicles (Light Vehicles)

Group: Pickup Trucks - 4X2

Item: 87, Chevrolet, Colorado Double Cab 2WT, 12M53

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Starke Motorcars, LLC	$24,172.00	0.00%	Build	Options
Northern	Primary	Starke Motorcars, LLC	$24,172.00	0.00%	Build	Options
Central	Primary	Starke Motorcars, LLC	$24,172.00	0.00%	Build	Options
Southern	Primary	Starke Motorcars, LLC	$24,222.00	0.00%	Build	Options

Bid Award

Contract: FSA22-VEL30.0, Pursuit, Administrative and Other Vehicles (Light Vehicles)

Group: Pickup Trucks - 4X2

Item: 88, Chevrolet, Silverado 1500 Crew Cab (Short Bed 147.4") 1WT, CC10543

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Starke Motorcars, LLC	$31,399.00	0.00%	Build	Options
	Alternate	Garber Chevrolet Buick GMC, Inc.	$33,336.00	0.00%	Build	Options
Northern	Primary	Starke Motorcars, LLC	$31,399.00	0.00%	Build	Options
	Alternate	Garber Chevrolet Buick GMC, Inc.	$33,136.00	0.00%	Build	Options
Central	Primary	Starke Motorcars, LLC	$31,399.00	0.00%	Build	Options
	Alternate	Garber Chevrolet Buick GMC, Inc.	$33,236.00	0.00%	Build	Options
Southern	Primary	Starke Motorcars, LLC	$31,499.00	0.00%	Build	Options
	Alternate	Garber Chevrolet Buick GMC, Inc.	$33,336.00	0.00%	Build	Options

Bid Award

Contract: FSA22-VEL30.0, Pursuit, Administrative and Other Vehicles (Light Vehicles)

Group: Pickup Trucks - 4X2

Item: 89, Chevrolet, Silverado 1500 Crew Cab (Standard Bed 156.9") 1WT, CC10743

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Starke Motorcars, LLC	$31,680.00	0.00%	Build	Options
	Alternate	Garber Chevrolet Buick GMC, Inc.	$33,616.00	0.00%	Build	Options
Northern	Primary	Starke Motorcars, LLC	$31,680.00	0.00%	Build	Options
	Alternate	Garber Chevrolet Buick GMC, Inc.	$33,416.00	0.00%	Build	Options
Central	Primary	Starke Motorcars, LLC	$31,680.00	0.00%	Build	Options
	Alternate	Garber Chevrolet Buick GMC, Inc.	$33,516.00	0.00%	Build	Options
	Alternate	Auto Nation Chevrolet Pembroke Pines	$34,637.00	0.00%	Build	Options
Southern	Primary	Starke Motorcars, LLC	$31,780.00	0.00%	Build	Options
	Alternate	Garber Chevrolet Buick GMC, Inc.	$33,616.00	0.00%	Build	Options
	Alternate	Auto Nation Chevrolet Pembroke Pines	$34,337.00	0.00%	Build	Options

Bid Award

Contract: FSA22-VEL30.0, Pursuit, Administrative and Other Vehicles (Light Vehicles)

Group: Pickup Trucks - 4X2

Item: 90, Chevrolet, Silverado 1500 Double Cab 1WT, CC10753

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Starke Motorcars, LLC	$29,132.00	0.00%	Build	Options
	Alternate	Garber Chevrolet Buick GMC, Inc.	$31,186.00	0.00%	Build	Options
Northern	Primary	Starke Motorcars, LLC	$29,132.00	0.00%	Build	Options
	Alternate	Garber Chevrolet Buick GMC, Inc.	$30,986.00	0.00%	Build	Options
Central	Primary	Starke Motorcars, LLC	$29,132.00	0.00%	Build	Options
	Alternate	Garber Chevrolet Buick GMC, Inc.	$31,086.00	0.00%	Build	Options
Southern	Primary	Starke Motorcars, LLC	$29,232.00	0.00%	Build	Options
	Alternate	Garber Chevrolet Buick GMC, Inc.	$31,186.00	0.00%	Build	Options
	Alternate	Auto Nation Chevrolet Pembroke Pines	$31,905.00	0.00%	Build	Options

Bid Award

Contract: FSA22-VEL30.0, Pursuit, Administrative and Other Vehicles (Light Vehicles)

Group: Pickup Trucks - 4X2

Item: 91, Chevrolet, Silverado 1500 Regular Cab 1WT, CC10903

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Starke Motorcars, LLC	$29,115.00	0.00%	Build	Options
	Alternate	Garber Chevrolet Buick GMC, Inc.	$31,096.00	0.00%	Build	Options
Northern	Primary	Starke Motorcars, LLC	$29,115.00	0.00%	Build	Options
	Alternate	Garber Chevrolet Buick GMC, Inc.	$30,896.00	0.00%	Build	Options
Central	Primary	Starke Motorcars, LLC	$29,115.00	0.00%	Build	Options
	Alternate	Garber Chevrolet Buick GMC, Inc.	$30,996.00	0.00%	Build	Options
Southern	Primary	Starke Motorcars, LLC	$29,215.00	0.00%	Build	Options
	Alternate	Garber Chevrolet Buick GMC, Inc.	$31,096.00	0.00%	Build	Options

Bid Award

Contract: FSA22-VEL30.0, Pursuit, Administrative and Other Vehicles (Light Vehicles)

Group: Pickup Trucks - 4X2

Item: 92, Chevrolet, Silverado 2500 HD Regular Cab 1LT, CC20903

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Starke Motorcars, LLC	$34,238.00	0.00%	Build	Options
Northern	Primary	Starke Motorcars, LLC	$34,238.00	0.00%	Build	Options
Central	Primary	Starke Motorcars, LLC	$34,238.00	0.00%	Build	Options
Southern	Primary	Starke Motorcars, LLC	$34,338.00	0.00%	Build	Options

Bid Award

Contract: FSA22-VEL30.0, Pursuit, Administrative and Other Vehicles (Light Vehicles)

Group: Pickup Trucks - 4X2

Item: 93, Chevrolet, Silverado 2500HD Crew Cab (Long Bed 172") 1LT, CC20943

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Starke Motorcars, LLC	$36,982.00	0.00%	Build	Options
Northern	Primary	Starke Motorcars, LLC	$36,982.00	0.00%	Build	Options
Central	Primary	Starke Motorcars, LLC	$36,982.00	0.00%	Build	Options
Southern	Primary	Starke Motorcars, LLC	$37,082.00	0.00%	Build	Options

Bid Award

Contract: FSA22-VEL30.0, Pursuit, Administrative and Other Vehicles (Light Vehicles)

Group: Pickup Trucks - 4X2

Item: 94, Chevrolet, Silverado 2500HD Crew Cab (Long Bed 172") 1WT, CC20943

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Garber Chevrolet Buick GMC, Inc.	$34,476.00	0.00%	Build	Options
	Alternate	Starke Motorcars, LLC	$34,689.00	0.00%	Build	Options
Northern	Primary	Garber Chevrolet Buick GMC, Inc.	$34,276.00	0.00%	Build	Options
	Alternate	Starke Motorcars, LLC	$34,689.00	0.00%	Build	Options
Central	Primary	Garber Chevrolet Buick GMC, Inc.	$34,376.00	0.00%	Build	Options
	Alternate	Starke Motorcars, LLC	$34,689.00	0.00%	Build	Options
Southern	Primary	Garber Chevrolet Buick GMC, Inc.	$34,476.00	0.00%	Build	Options
	Alternate	Starke Motorcars, LLC	$34,789.00	0.00%	Build	Options
	Alternate	Auto Nation Chevrolet Pembroke Pines	$40,986.00	0.00%	Build	Options

Bid Award

Contract: FSA22-VEL30.0, Pursuit, Administrative and Other Vehicles (Light Vehicles)

Group: Pickup Trucks - 4X2

Item: 95, Chevrolet, Silverado 2500HD Double Cab (Long Bed 162.4") 1LT, CC20953

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Starke Motorcars, LLC	$35,119.00	0.00%	Build	Options
Northern	Primary	Starke Motorcars, LLC	$35,119.00	0.00%	Build	Options
Central	Primary	Starke Motorcars, LLC	$35,119.00	0.00%	Build	Options
Southern	Primary	Starke Motorcars, LLC	$35,219.00	0.00%	Build	Options

Bid Award

Contract: FSA22-VEL30.0, Pursuit, Administrative and Other Vehicles (Light Vehicles)

Group: Pickup Trucks - 4X2

Item: 96, Chevrolet, Silverado 2500HD Double Cab (Long Bed 162.4") 1WT, CC20953

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Garber Chevrolet Buick GMC, Inc.	$32,621.00	0.00%	Build	Options
	Alternate	Starke Motorcars, LLC	$33,033.00	0.00%	Build	Options
Northern	Primary	Garber Chevrolet Buick GMC, Inc.	$32,421.00	0.00%	Build	Options
	Alternate	Starke Motorcars, LLC	$33,033.00	0.00%	Build	Options
Central	Primary	Garber Chevrolet Buick GMC, Inc.	$32,521.00	0.00%	Build	Options
	Alternate	Starke Motorcars, LLC	$33,033.00	0.00%	Build	Options
	Alternate	Auto Nation Chevrolet Pembroke Pines	$38,961.00	0.00%	Build	Options
Southern	Primary	Garber Chevrolet Buick GMC, Inc.	$32,621.00	0.00%	Build	Options
	Alternate	Starke Motorcars, LLC	$33,133.00	0.00%	Build	Options
	Alternate	Auto Nation Chevrolet Pembroke Pines	$38,761.00	0.00%	Build	Options

Bid Award

Contract: FSA22-VEL30.0, Pursuit, Administrative and Other Vehicles (Light Vehicles)

Group: Pickup Trucks - 4X2

Item: 97, Chevrolet, Silverado 2500HD Regular Cab 1WT, CC20903

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Garber Chevrolet Buick GMC, Inc.	$31,326.00	0.00%	Build	Options
	Alternate	Starke Motorcars, LLC	$32,065.00	0.00%	Build	Options
Northern	Primary	Garber Chevrolet Buick GMC, Inc.	$31,126.00	0.00%	Build	Options
	Alternate	Starke Motorcars, LLC	$32,065.00	0.00%	Build	Options
Central	Primary	Garber Chevrolet Buick GMC, Inc.	$31,226.00	0.00%	Build	Options
	Alternate	Starke Motorcars, LLC	$32,065.00	0.00%	Build	Options
	Alternate	Auto Nation Chevrolet Pembroke Pines	$38,338.00	0.00%	Build	Options
Southern	Primary	Garber Chevrolet Buick GMC, Inc.	$31,326.00	0.00%	Build	Options
	Alternate	Starke Motorcars, LLC	$32,165.00	0.00%	Build	Options
	Alternate	Auto Nation Chevrolet Pembroke Pines	$38,138.00	0.00%	Build	Options

Bid Award

Contract: FSA22-VEL30.0, Pursuit, Administrative and Other Vehicles (Light Vehicles)

Group: Pickup Trucks - 4X2

Item: 98, Chevrolet, Silverado 3500HD Crew Cab 1WT DRW, CC30943

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Garber Chevrolet Buick GMC, Inc.	$36,596.00	0.00%	Build	Options
	Alternate	Starke Motorcars, LLC	$36,850.00	0.00%	Build	Options
Northern	Primary	Garber Chevrolet Buick GMC, Inc.	$36,396.00	0.00%	Build	Options
	Alternate	Starke Motorcars, LLC	$36,850.00	0.00%	Build	Options
Central	Primary	Garber Chevrolet Buick GMC, Inc.	$36,496.00	0.00%	Build	Options
	Alternate	Starke Motorcars, LLC	$36,850.00	0.00%	Build	Options
Southern	Primary	Garber Chevrolet Buick GMC, Inc.	$36,596.00	0.00%	Build	Options
	Alternate	Starke Motorcars, LLC	$36,950.00	0.00%	Build	Options

Bid Award

Contract: FSA22-VEL30.0, Pursuit, Administrative and Other Vehicles (Light Vehicles)

Group: Pickup Trucks - 4X2

Item: 99, Chevrolet, Silverado 3500HD Double Cab 1WT DRW, CC30953

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Garber Chevrolet Buick GMC, Inc.	$34,736.00	0.00%	Build	Options
	Alternate	Starke Motorcars, LLC	$35,009.00	0.00%	Build	Options
Northern	Primary	Garber Chevrolet Buick GMC, Inc.	$34,536.00	0.00%	Build	Options
	Alternate	Starke Motorcars, LLC	$35,009.00	0.00%	Build	Options
Central	Primary	Garber Chevrolet Buick GMC, Inc.	$34,636.00	0.00%	Build	Options
	Alternate	Starke Motorcars, LLC	$35,009.00	0.00%	Build	Options
Southern	Primary	Garber Chevrolet Buick GMC, Inc.	$34,736.00	0.00%	Build	Options
	Alternate	Starke Motorcars, LLC	$35,109.00	0.00%	Build	Options

Bid Award

Contract: FSA22-VEL30.0, Pursuit, Administrative and Other Vehicles (Light Vehicles)

Group: Pickup Trucks - 4X2

Item: 100, Chevrolet, Silverado 3500HD Regular 1WT DRW, CC30903

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Garber Chevrolet Buick GMC, Inc.	$33,444.00	0.00%	Build	Options
	Alternate	Starke Motorcars, LLC	$34,250.00	0.00%	Build	Options
Northern	Primary	Garber Chevrolet Buick GMC, Inc.	$33,244.00	0.00%	Build	Options
	Alternate	Starke Motorcars, LLC	$34,250.00	0.00%	Build	Options
Central	Primary	Garber Chevrolet Buick GMC, Inc.	$33,344.00	0.00%	Build	Options
	Alternate	Starke Motorcars, LLC	$34,250.00	0.00%	Build	Options
Southern	Primary	Garber Chevrolet Buick GMC, Inc.	$33,444.00	0.00%	Build	Options
	Alternate	Starke Motorcars, LLC	$34,350.00	0.00%	Build	Options

Bid Award

Contract: FSA22-VEL30.0, Pursuit, Administrative and Other Vehicles (Light Vehicles)

Group: Pickup Trucks - 4X2

Item: 101, Ford, F-150 Super Crew Hybrid, W1C

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Duval Ford LLC	$37,903.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	$38,492.00	0.00%	Build	Options
	Alternate	STEP ONE AUTOMOTIVE GROUP	$38,695.00	1.00%	Build	Options
Northern	Primary	Duval Ford LLC	$37,903.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	$38,342.00	0.00%	Build	Options
Central	Primary	Duval Ford LLC	$37,903.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	$38,442.00	0.00%	Build	Options
Southern	Primary	Duval Ford LLC	$37,903.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	$38,392.00	0.00%	Build	Options

Bid Award

Contract: FSA22-VEL30.0, Pursuit, Administrative and Other Vehicles (Light Vehicles)

Group: Pickup Trucks - 4X2

Item: 102, Ford, F-150 XL Super Crew Cab, W1C

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Duval Ford LLC	$33,888.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	$34,538.00	0.00%	Build	Options
	Alternate	STEP ONE AUTOMOTIVE GROUP	$34,695.00	1.00%	Build	Options
Northern	Primary	Duval Ford LLC	$33,888.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	$34,388.00	0.00%	Build	Options
Central	Primary	Duval Ford LLC	$33,888.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	$34,488.00	0.00%	Build	Options
Southern	Primary	Duval Ford LLC	$33,888.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	$34,538.00	0.00%	Build	Options

Bid Award

Contract: FSA22-VEL30.0, Pursuit, Administrative and Other Vehicles (Light Vehicles)

Group: Pickup Trucks - 4X2

Item: 103, Ford, F-150 XL Regular Cab, F1C

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Duval Ford LLC	$27,602.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	$28,194.00	0.00%	Build	Options
	Alternate	STEP ONE AUTOMOTIVE GROUP	$28,199.00	1.00%	Build	Options
Northern	Primary	Duval Ford LLC	$27,602.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	$28,004.00	0.00%	Build	Options
	Alternate	BOZARD FORD	$32,361.00	0.00%	Build	Options
Central	Primary	Duval Ford LLC	$27,602.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	$28,144.00	0.00%	Build	Options
	Alternate	BOZARD FORD	$32,361.00	0.00%	Build	Options
Southern	Primary	Duval Ford LLC	$27,602.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	$28,194.00	0.00%	Build	Options
	Alternate	BOZARD FORD	$32,361.00	0.00%	Build	Options

Bid Award

Contract: FSA22-VEL30.0, Pursuit, Administrative and Other Vehicles (Light Vehicles)

Group: Pickup Trucks - 4X2

Item: 104, Ford, F-150 XL Super Cab, X1C

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Duval Ford LLC	$31,818.00	0.00%	Build	Options
	Alternate	BOZARD FORD	$32,361.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	$32,407.00	0.00%	Build	Options
Northern	Primary	Duval Ford LLC	$31,818.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	$32,257.00	0.00%	Build	Options
	Alternate	BOZARD FORD	$32,361.00	0.00%	Build	Options
Central	Primary	Duval Ford LLC	$31,818.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	$32,357.00	0.00%	Build	Options
	Alternate	BOZARD FORD	$32,361.00	0.00%	Build	Options
Southern	Primary	Duval Ford LLC	$31,818.00	0.00%	Build	Options
	Alternate	BOZARD FORD	$32,361.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	$32,407.00	0.00%	Build	Options

Bid Award

Contract: FSA22-VEL30.0, Pursuit, Administrative and Other Vehicles (Light Vehicles)

Group: Pickup Trucks - 4X2

Item: 105, Ford, F-250 Super Duty XL Crew Cab, W2A

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	BOZARD FORD	$43,381.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	$43,505.00	0.00%	Build	Options
	Alternate	Duval Ford LLC	$44,030.00	0.00%	Build	Options
Northern	Primary	Garber Ford Inc	$43,355.00	0.00%	Build	Options
	Alternate	BOZARD FORD	$43,381.00	0.00%	Build	Options
	Alternate	Duval Ford LLC	$44,030.00	0.00%	Build	Options
Central	Primary	BOZARD FORD	$43,381.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	$43,455.00	0.00%	Build	Options
	Alternate	Duval Ford LLC	$44,030.00	0.00%	Build	Options
Southern	Primary	BOZARD FORD	$43,381.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	$43,505.00	0.00%	Build	Options
	Alternate	Duval Ford LLC	$44,030.00	0.00%	Build	Options

Bid Award

Contract: FSA22-VEL30.0, Pursuit, Administrative and Other Vehicles (Light Vehicles)

Group: Pickup Trucks - 4X2

Item: 106, Ford, F-250 XL Super Duty Regular Cab SRW, F2A

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	STEP ONE AUTOMOTIVE GROUP	$39,998.00	1.00%	Build	Options
	Alternate	BOZARD FORD	$40,140.00	0.00%	Build	Options
	Alternate	Duval Ford LLC	$40,547.00	0.00%	Build	Options
Northern	Primary	BOZARD FORD	$40,140.00	0.00%	Build	Options
	Alternate	Duval Ford LLC	$40,547.00	0.00%	Build	Options
	Alternate	Alan Jay Ford Lincoln Mercury, Inc.	$41,871.00	0.00%	Build	Options
Central	Primary	BOZARD FORD	$40,140.00	0.00%	Build	Options
	Alternate	Duval Ford LLC	$40,547.00	0.00%	Build	Options
	Alternate	Alan Jay Ford Lincoln Mercury, Inc.	$41,771.00	0.00%	Build	Options
Southern	Primary	BOZARD FORD	$40,140.00	0.00%	Build	Options
	Alternate	Duval Ford LLC	$40,547.00	0.00%	Build	Options
	Alternate	Alan Jay Ford Lincoln Mercury, Inc.	$41,871.00	0.00%	Build	Options

Bid Award

Contract: FSA22-VEL30.0, Pursuit, Administrative and Other Vehicles (Light Vehicles)

Group: Pickup Trucks - 4X2

Item: 107, Ford, F-250 XL Super Duty Super Cab, X2A

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	BOZARD FORD	$42,247.00	0.00%	Build	Options
	Alternate	STEP ONE AUTOMOTIVE GROUP	$42,375.00	1.00%	Build	Options
	Alternate	Garber Ford Inc	$42,548.00	0.00%	Build	Options
Northern	Primary	BOZARD FORD	$42,247.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	$42,398.00	0.00%	Build	Options
	Alternate	Duval Ford LLC	$42,670.00	0.00%	Build	Options
Central	Primary	BOZARD FORD	$42,247.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	$42,498.00	0.00%	Build	Options
	Alternate	Duval Ford LLC	$42,670.00	0.00%	Build	Options
Southern	Primary	BOZARD FORD	$42,247.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	$42,548.00	0.00%	Build	Options
	Alternate	Duval Ford LLC	$42,670.00	0.00%	Build	Options

Bid Award

Contract: FSA22-VEL30.0, Pursuit, Administrative and Other Vehicles (Light Vehicles)

Group: Pickup Trucks - 4X2

Item: 108, Ford, F-350 XL Super Duty Crew Cab DRW, W3C

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	BOZARD FORD	$46,277.00	0.00%	Build	Options
	Alternate	STEP ONE AUTOMOTIVE GROUP	$46,295.00	1.00%	Build	Options
	Alternate	Garber Ford Inc	$46,425.00	0.00%	Build	Options
Northern	Primary	Garber Ford Inc	$46,275.00	0.00%	Build	Options
	Alternate	BOZARD FORD	$46,277.00	0.00%	Build	Options
	Alternate	Duval Ford LLC	$46,635.00	0.00%	Build	Options
Central	Primary	BOZARD FORD	$46,277.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	$46,375.00	0.00%	Build	Options
	Alternate	Duval Ford LLC	$46,635.00	0.00%	Build	Options
Southern	Primary	BOZARD FORD	$46,277.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	$46,425.00	0.00%	Build	Options
	Alternate	Duval Ford LLC	$46,635.00	0.00%	Build	Options

Bid Award

Contract: FSA22-VEL30.0, Pursuit, Administrative and Other Vehicles (Light Vehicles)

Group: Pickup Trucks - 4X2

Item: 109, Ford, F-350 XL Super Duty Regular Cab DRW, F3C

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	BOZARD FORD	$42,853.00	0.00%	Build	Options
	Alternate	STEP ONE AUTOMOTIVE GROUP	$42,925.00	1.00%	Build	Options
	Alternate	Garber Ford Inc	$42,975.00	0.00%	Build	Options
Northern	Primary	Garber Ford Inc	$42,825.00	0.00%	Build	Options
	Alternate	BOZARD FORD	$42,853.00	0.00%	Build	Options
	Alternate	Duval Ford LLC	$42,995.00	0.00%	Build	Options
Central	Primary	BOZARD FORD	$42,853.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	$42,925.00	0.00%	Build	Options
	Alternate	Duval Ford LLC	$42,995.00	0.00%	Build	Options
Southern	Primary	BOZARD FORD	$42,853.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	$42,975.00	0.00%	Build	Options
	Alternate	Duval Ford LLC	$42,995.00	0.00%	Build	Options

Bid Award

Contract: FSA22-VEL30.0, Pursuit, Administrative and Other Vehicles (Light Vehicles)

Group: Pickup Trucks - 4X2

Item: 110, Ford, F-350 XL Super Duty Super Cab DRW, X3C

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	BOZARD FORD	$45,145.00	0.00%	Build	Options
	Alternate	STEP ONE AUTOMOTIVE GROUP	$45,250.00	1.00%	Build	Options
	Alternate	Garber Ford Inc	$45,285.00	0.00%	Build	Options
Northern	Primary	Garber Ford Inc	$45,135.00	0.00%	Build	Options
	Alternate	BOZARD FORD	$45,145.00	0.00%	Build	Options
	Alternate	Duval Ford LLC	$45,589.00	0.00%	Build	Options
Central	Primary	BOZARD FORD	$45,145.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	$45,235.00	0.00%	Build	Options
	Alternate	Duval Ford LLC	$45,589.00	0.00%	Build	Options
Southern	Primary	BOZARD FORD	$45,145.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	$45,285.00	0.00%	Build	Options
	Alternate	Duval Ford LLC	$45,589.00	0.00%	Build	Options

Bid Award

Contract: FSA22-VEL30.0, Pursuit, Administrative and Other Vehicles (Light Vehicles)

Group: Pickup Trucks - 4X2

Item: 111, Ford, Ranger XL Crew Cab, R4E

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	BOZARD FORD	$26,658.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	$26,717.00	0.00%	Build	Options
	Alternate	Duval Ford LLC	$26,765.00	0.00%	Build	Options
Northern	Primary	Garber Ford Inc	$26,567.00	0.00%	Build	Options
	Alternate	BOZARD FORD	$26,658.00	0.00%	Build	Options
	Alternate	Duval Ford LLC	$26,670.00	0.00%	Build	Options
Central	Primary	BOZARD FORD	$26,658.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	$26,667.00	0.00%	Build	Options
	Alternate	Duval Ford LLC	$26,719.00	0.00%	Build	Options
Southern	Primary	BOZARD FORD	$26,658.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	$26,717.00	0.00%	Build	Options
	Alternate	Duval Ford LLC	$26,765.00	0.00%	Build	Options

Bid Award

Contract: FSA22-VEL30.0, Pursuit, Administrative and Other Vehicles (Light Vehicles)

Group: Pickup Trucks - 4X2

Item: 112, Ford, Ranger XL Super Cab, R1E

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	BOZARD FORD	$24,642.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	$24,676.00	0.00%	Build	Options
	Alternate	Duval Ford LLC	$24,733.00	0.00%	Build	Options
Northern	Primary	Garber Ford Inc	$24,526.00	0.00%	Build	Options
	Alternate	Duval Ford LLC	$24,638.00	0.00%	Build	Options
	Alternate	BOZARD FORD	$24,642.00	0.00%	Build	Options
Central	Primary	Garber Ford Inc	$24,626.00	0.00%	Build	Options
	Alternate	BOZARD FORD	$24,642.00	0.00%	Build	Options
	Alternate	Duval Ford LLC	$24,687.00	0.00%	Build	Options
Southern	Primary	BOZARD FORD	$24,642.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	$24,676.00	0.00%	Build	Options
	Alternate	Duval Ford LLC	$24,733.00	0.00%	Build	Options

Bid Award

Contract: FSA22-VEL30.0, Pursuit, Administrative and Other Vehicles (Light Vehicles)

Group: Pickup Trucks - 4X2

Item: 113, Ford, Maverick 4x2, W8E

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Duval Ford LLC	$21,276.00	0.00%	Build	Options
	Alternate	BOZARD FORD	$21,545.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	$2,490.00	0.00%	Build	Options
Northern	Primary	Duval Ford LLC	$21,181.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	$21,340.00	0.00%	Build	Options
	Alternate	BOZARD FORD	$21,545.00	0.00%	Build	Options
Central	Primary	Duval Ford LLC	$21,230.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	$21,440.00	0.00%	Build	Options
	Alternate	BOZARD FORD	$21,545.00	0.00%	Build	Options
Southern	Primary	Duval Ford LLC	$21,276.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	$21,490.00	0.00%	Build	Options
	Alternate	BOZARD FORD	$21,545.00	0.00%	Build	Options

Bid Award

Contract: FSA22-VEL30.0, Pursuit, Administrative and Other Vehicles (Light Vehicles)

Group: Pickup Trucks - 4X2

Item: 118, GMC, Sierra 1500 Double Cab 1SA, TC10753

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Alan Jay Chevrolet Buick GMC Cadillac	$33,499.00	0.00%	Build	
Northern	Primary	Alan Jay Chevrolet Buick GMC Cadillac	$33,399.00	0.00%	Build	
Central	Primary	Alan Jay Chevrolet Buick GMC Cadillac	$33,299.00	0.00%	Build	
Southern	Primary	Alan Jay Chevrolet Buick GMC Cadillac	$33,399.00	0.00%	Build	

Bid Award

Contract: FSA22-VEL30.0, Pursuit, Administrative and Other Vehicles (Light Vehicles)

Group: Pickup Trucks - 4X2

Item: 128, Nissan, Frontier S V6 4x2 CC A/T, 32113

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	DeLand Truck Center, Inc.	$29,821.00	0.00%	Build	Options
	Alternate	Alan Jay Nissan, Inc	$30,047.00	0.00%	Build	
Northern	Primary	DeLand Truck Center, Inc.	$29,735.00	0.00%	Build	Options
	Alternate	Alan Jay Nissan, Inc	$29,947.00	0.00%	Build	
Central	Primary	DeLand Truck Center, Inc.	$29,701.00	0.00%	Build	Options
	Alternate	Alan Jay Nissan, Inc	$29,847.00	0.00%	Build	
Southern	Primary	DeLand Truck Center, Inc.	$29,803.00	0.00%	Build	Options
	Alternate	Alan Jay Nissan, Inc	$29,947.00	0.00%	Build	

Bid Award

Contract: FSA22-VEL30.0, Pursuit, Administrative and Other Vehicles (Light Vehicles)

Group: Pickup Trucks - 4X2

Item: 129, Nissan, Frontier SV LWB 4x2 CC A/T, 33113

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	DeLand Truck Center, Inc.	$34,385.00	0.00%	Build	Options
	Alternate	Alan Jay Nissan, Inc	$34,792.00	0.00%	Build	
Northern	Primary	DeLand Truck Center, Inc.	$34,321.00	0.00%	Build	Options
	Alternate	Alan Jay Nissan, Inc	$34,692.00	0.00%	Build	
Central	Primary	DeLand Truck Center, Inc.	$34,307.00	0.00%	Build	Options
	Alternate	Alan Jay Nissan, Inc	$34,592.00	0.00%	Build	
Southern	Primary	DeLand Truck Center, Inc.	$34,392.00	0.00%	Build	Options
	Alternate	Alan Jay Nissan, Inc	$34,692.00	0.00%	Build	

Bid Award

Contract: FSA22-VEL30.0, Pursuit, Administrative and Other Vehicles (Light Vehicles)

Group: Pickup Trucks - 4X2

Item: 130, Nissan, Frontier SV SWB 4x2 CC A/T, 32313

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	DeLand Truck Center, Inc.	$32,315.00	0.00%	Build	Options
Northern	Primary	DeLand Truck Center, Inc.	$32,217.00	0.00%	Build	Options
Central	Primary	DeLand Truck Center, Inc.	$32,205.00	0.00%	Build	Options
Southern	Primary	DeLand Truck Center, Inc.	$32,349.00	0.00%	Build	Options

Bid Award

Contract: FSA22-VEL30.0, Pursuit, Administrative and Other Vehicles (Light Vehicles)

Group: Pickup Trucks - 4X2

Item: 131, Nissan, Titan S Crew Cab, 38113

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	DeLand Truck Center, Inc.	$37,990.00	0.00%	Build	Options
Northern	Primary	DeLand Truck Center, Inc.	$37,905.00	0.00%	Build	Options
Central	Primary	DeLand Truck Center, Inc.	$37,901.00	0.00%	Build	Options
Southern	Primary	DeLand Truck Center, Inc.	$37,990.00	0.00%	Build	Options

Bid Award

Contract: FSA22-VEL30.0, Pursuit, Administrative and Other Vehicles (Light Vehicles)

Group: Pickup Trucks - 4X2

Item: 132, Nissan, Titan S King Cab, 37113

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	DeLand Truck Center, Inc.	$36,245.00	0.00%	Build	Options
Northern	Primary	DeLand Truck Center, Inc.	$36,189.00	0.00%	Build	Options
Central	Primary	DeLand Truck Center, Inc.	$36,189.00	0.00%	Build	Options
Southern	Primary	DeLand Truck Center, Inc.	$36,297.00	0.00%	Build	Options

Bid Award

Contract: FSA22-VEL30.0, Pursuit, Administrative and Other Vehicles (Light Vehicles)

Group: Pickup Trucks - 4X2

Item: 133, Ram, 1500 Classic Tradesman Crew Cab, DS1L98

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	STEP ONE AUTOMOTIVE GROUP	$35,998.00	1.00%	Build	Options
	Alternate	Garber Chrysler Dodge Truck, Inc.	$36,416.00	0.00%	Build	Options
Northern	Primary	Garber Chrysler Dodge Truck, Inc.	$36,216.00	0.00%	Build	Options
Central	Primary	Garber Chrysler Dodge Truck, Inc.	$36,316.00	0.00%	Build	Options
Southern	Primary	Garber Chrysler Dodge Truck, Inc.	$36,416.00	0.00%	Build	Options

Bid Award

Contract: FSA22-VEL30.0, Pursuit, Administrative and Other Vehicles (Light Vehicles)

Group: Pickup Trucks - 4X2

Item: 134, Ram, 1500 Classic Tradesman Quad Cab, DS1L41

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	STEP ONE AUTOMOTIVE GROUP	$33,750.00	1.00%	Build	Options
	Alternate	Garber Chrysler Dodge Truck, Inc.	$33,994.00	0.00%	Build	Options
Northern	Primary	Garber Chrysler Dodge Truck, Inc.	$33,794.00	0.00%	Build	Options
Central	Primary	Garber Chrysler Dodge Truck, Inc.	$33,894.00	0.00%	Build	Options
Southern	Primary	Garber Chrysler Dodge Truck, Inc.	$33,994.00	0.00%	Build	Options

Bid Award

Contract: FSA22-VEL30.0, Pursuit, Administrative and Other Vehicles (Light Vehicles)

Group: Pickup Trucks - 4X2

Item: 135, Ram, 1500 Classic Tradesman Regular Cab, DS1L61

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	STEP ONE AUTOMOTIVE GROUP	$28,986.00	1.00%	Build	Options
	Alternate	Garber Chrysler Dodge Truck, Inc.	$29,196.00	0.00%	Build	Options
Northern	Primary	Garber Chrysler Dodge Truck, Inc.	$28,996.00	0.00%	Build	Options
Central	Primary	Garber Chrysler Dodge Truck, Inc.	$29,096.00	0.00%	Build	Options
Southern	Primary	Garber Chrysler Dodge Truck, Inc.	$29,196.00	0.00%	Build	Options

Bid Award

Contract: FSA22-VEL30.0, Pursuit, Administrative and Other Vehicles (Light Vehicles)

Group: Pickup Trucks - 4X2

Item: 136, Ram, 1500 Tradesman Crew Cab, DT1L98

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	STEP ONE AUTOMOTIVE GROUP	$37,250.00	1.00%	Build	Options
	Alternate	Garber Chrysler Dodge Truck, Inc.	$37,826.00	0.00%	Build	Options
Northern	Primary	Garber Chrysler Dodge Truck, Inc.	$37,626.00	0.00%	Build	Options
Central	Primary	Garber Chrysler Dodge Truck, Inc.	$37,726.00	0.00%	Build	Options
Southern	Primary	Garber Chrysler Dodge Truck, Inc.	$37,826.00	0.00%	Build	Options

Bid Award

Contract: FSA22-VEL30.0, Pursuit, Administrative and Other Vehicles (Light Vehicles)

Group: Pickup Trucks - 4X2

Item: 137, Ram, 1500 Tradesman Quad Cab, DT1L41

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Garber Chrysler Dodge Truck, Inc.	$35,326.00	0.00%	Build	Options
	Alternate	STEP ONE AUTOMOTIVE GROUP	$36,395.00	1.00%	Build	Options
Northern	Primary	Garber Chrysler Dodge Truck, Inc.	$35,126.00	0.00%	Build	Options
Central	Primary	Garber Chrysler Dodge Truck, Inc.	$35,226.00	0.00%	Build	Options
Southern	Primary	Garber Chrysler Dodge Truck, Inc.	$35,326.00	0.00%	Build	Options

Bid Award

Contract: FSA22-VEL30.0, Pursuit, Administrative and Other Vehicles (Light Vehicles)

Group: Pickup Trucks - 4X2

Item: 138, Ram, 2500 Tradesman Crew Cab, DJ2L92

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	STEP ONE AUTOMOTIVE GROUP	$45,695.00	1.00%	Build	Options
	Alternate	Garber Chrysler Dodge Truck, Inc.	$46,098.00	0.00%	Build	Options
Northern	Primary	Garber Chrysler Dodge Truck, Inc.	$45,898.00	0.00%	Build	Options
Central	Primary	Garber Chrysler Dodge Truck, Inc.	$45,998.00	0.00%	Build	Options
Southern	Primary	Garber Chrysler Dodge Truck, Inc.	$46,098.00	0.00%	Build	Options

Bid Award

Contract: FSA22-VEL30.0, Pursuit, Administrative and Other Vehicles (Light Vehicles)

Group: Pickup Trucks - 4X2

Item: 139, Ram, 2500 Tradesman Regular Cab, DJ2L62

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	STEP ONE AUTOMOTIVE GROUP	$42,299.00	1.00%	Build	Options
	Alternate	Garber Chrysler Dodge Truck, Inc.	$42,488.00	0.00%	Build	Options
Northern	Primary	Garber Chrysler Dodge Truck, Inc.	$42,288.00	0.00%	Build	Options
Central	Primary	Garber Chrysler Dodge Truck, Inc.	$42,388.00	0.00%	Build	Options
Southern	Primary	Garber Chrysler Dodge Truck, Inc.	$42,488.00	0.00%	Build	Options

Bid Award

Contract: FSA22-VEL30.0, Pursuit, Administrative and Other Vehicles (Light Vehicles)

Group: Pickup Trucks - 4X2

Item: 140, Ram, 3500 Tradesman Crew Cab DRW, D23L92

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	STEP ONE AUTOMOTIVE GROUP	$47,795.00	1.00%	Build	Options
	Alternate	Garber Chrysler Dodge Truck, Inc.	$49,216.00	0.00%	Build	Options
Northern	Primary	Garber Chrysler Dodge Truck, Inc.	$49,016.00	0.00%	Build	Options
Central	Primary	Garber Chrysler Dodge Truck, Inc.	$49,116.00	0.00%	Build	Options
Southern	Primary	Garber Chrysler Dodge Truck, Inc.	$49,216.00	0.00%	Build	Options

Bid Award

Contract: FSA22-VEL30.0, Pursuit, Administrative and Other Vehicles (Light Vehicles)

Group: Pickup Trucks - 4X2

Item: 141, Ram, 3500 Tradesman Regular Cab DRW, D23L62

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Garber Chrysler Dodge Truck, Inc.	$45,736.00	0.00%	Build	Options
	Alternate	STEP ONE AUTOMOTIVE GROUP	$48,295.00	1.00%	Build	Options
Northern	Primary	Garber Chrysler Dodge Truck, Inc.	$45,536.00	0.00%	Build	Options
Central	Primary	Garber Chrysler Dodge Truck, Inc.	$45,636.00	0.00%	Build	Options
Southern	Primary	Garber Chrysler Dodge Truck, Inc.	$45,736.00	0.00%	Build	Options

Bid Award

Contract: FSA22-VEL30.0, Pursuit, Administrative and Other Vehicles (Light Vehicles)

Group: Pickup Trucks - 4X2

Item: 186, Ford, Maverick 4x4, W8F

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Garber Ford Inc	$23,852.00	0.00%	Build	Options
	Alternate	Duval Ford LLC	$24,250.00	0.00%	Build	Options
	Alternate	BOZARD FORD	$24,475.00	0.00%	Build	Options
Northern	Primary	Garber Ford Inc	$23,702.00	0.00%	Build	Options
	Alternate	Duval Ford LLC	$24,155.00	0.00%	Build	Options
	Alternate	BOZARD FORD	$24,475.00	0.00%	Build	Options
Central	Primary	Garber Ford Inc	$23,802.00	0.00%	Build	Options
	Alternate	Duval Ford LLC	$24,155.00	0.00%	Build	Options
	Alternate	BOZARD FORD	$24,475.00	0.00%	Build	Options
Southern	Primary	Garber Ford Inc	$23,852.00	0.00%	Build	Options
	Alternate	Duval Ford LLC	$24,250.00	0.00%	Build	Options
	Alternate	BOZARD FORD	$24,475.00	0.00%	Build	Options

FSA22-VEL30.0
Item Group Descriptions

The following items will be factory installed on the base vehicle/equipment to meet the model number and build codes of the vehicle listed.

Item Group:

- Pickup Trucks - 4X4

FSA Item Group Description

- Standard Manufacturer Equipment and Specifications, plus the following if not already included in manufacturer standard equipment and base specifications:
- ENGINE: Manufacturer`s standard gas engine, alternator, battery and cooling package.
- TRANSMISSION/AXLES: Manufacturer`s standard automatic transmission; Manufacturer`s standard drive axle ratio for engine and transmission combination.
- PERFORMANCE ITEMS: Manufacturer`s standard power steering; Manufacturer`s standard gauges.
- COMFORT ITEMS: Air conditioning; standard issue 2 keys and/or fobs; Manufacturer`s standard AM/FM stereo; Manufacturer standard floor covering; Manufacturer`s standard production seats. Purchaser will select color at time of order.
- SAFETY ITEMS: Dual mount outside mirrors to provide field of vision dome lights with left and right door activated switches; Manufacturer`s standard air bags.
- BRAKES: Fourwheel anti-lock brake ABS system.
- TIRES AND WHEELS: Manufacturer`s standard tires and wheels.
- CHASSIS, FRAME, CAB: Manufacturer`s standard bumper; Manufacturer`s standard fuel tank; Manufacturer`s standard

Bid Award

Contract: FSA22-VEL30.0, Pursuit, Administrative and Other Vehicles (Light Vehicles)

Group: Pickup Trucks - 4X4

Item: 146, Chevrolet, Colorado Crew Cab WT 4x4, 12M43

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Starke Motorcars, LLC	$29,043.00	0.00%	Build	Options
Northern	Primary	Starke Motorcars, LLC	$29,043.00	0.00%	Build	Options
Central	Primary	Starke Motorcars, LLC	$29,043.00	0.00%	Build	Options
Southern	Primary	Starke Motorcars, LLC	$29,143.00	0.00%	Build	Options

Bid Award

Contract: FSA22-VEL30.0, Pursuit, Administrative and Other Vehicles (Light Vehicles)

Group: Pickup Trucks - 4X4

Item: 147, Chevrolet, Colorado Extended Cab WT 4x4, 12M53

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Starke Motorcars, LLC	$27,035.00	0.00%	Build	Options
Northern	Primary	Starke Motorcars, LLC	$27,035.00	0.00%	Build	Options
Central	Primary	Starke Motorcars, LLC	$27,035.00	0.00%	Build	Options
Southern	Primary	Starke Motorcars, LLC	$27,135.00	0.00%	Build	Options

Bid Award

Contract: FSA22-VEL30.0, Pursuit, Administrative and Other Vehicles (Light Vehicles)

Group: Pickup Trucks - 4X4

Item: 148, Chevrolet, Silverado 1500 Crew Cab (Short Bed 147.4") 1LT 4x4, CK10543

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Starke Motorcars, LLC	$40,387.00	0.00%	Build	Options
Northern	Primary	Starke Motorcars, LLC	$40,387.00	0.00%	Build	Options
Central	Primary	Starke Motorcars, LLC	$40,387.00	0.00%	Build	Options
Southern	Primary	Starke Motorcars, LLC	$40,487.00	0.00%	Build	Options

Bid Award

Contract: FSA22-VEL30.0, Pursuit, Administrative and Other Vehicles (Light Vehicles)

Group: Pickup Trucks - 4X4

Item: 149, Chevrolet, Silverado 1500 Crew Cab (Short Bed 147.4") 1WT 4x4, CK10543

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Starke Motorcars, LLC	$33,894.00	0.00%	Build	Options
	Alternate	Garber Chevrolet Buick GMC, Inc.	$35,826.00	0.00%	Build	Options
Northern	Primary	Starke Motorcars, LLC	$33,894.00	0.00%	Build	Options
	Alternate	Garber Chevrolet Buick GMC, Inc.	$35,626.00	0.00%	Build	Options
Central	Primary	Starke Motorcars, LLC	$33,894.00	0.00%	Build	Options
	Alternate	Garber Chevrolet Buick GMC, Inc.	$35,726.00	0.00%	Build	Options
Southern	Primary	Starke Motorcars, LLC	$33,994.00	0.00%	Build	Options
	Alternate	Garber Chevrolet Buick GMC, Inc.	$35,826.00	0.00%	Build	Options
	Alternate	Auto Nation Chevrolet Pembroke Pines	$36,950.00	0.00%	Build	

Bid Award

Contract: FSA22-VEL30.0, Pursuit, Administrative and Other Vehicles (Light Vehicles)

Group: Pickup Trucks - 4X4

Item: 150, Chevrolet, Silverado 1500 Crew Cab (Standard Bed 156.9") 1LT 4x4, CK10743

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Starke Motorcars, LLC	$40,695.00	0.00%	Build	Options
Northern	Primary	Starke Motorcars, LLC	$40,695.00	0.00%	Build	Options
Central	Primary	Starke Motorcars, LLC	$40,695.00	0.00%	Build	Options
Southern	Primary	Starke Motorcars, LLC	$40,795.00	0.00%	Build	Options

Bid Award

Contract: FSA22-VEL30.0, Pursuit, Administrative and Other Vehicles (Light Vehicles)

Group: Pickup Trucks - 4X4

Item: 151, Chevrolet, Silverado 1500 Crew Cab (Standard Bed 156.9") 1WT 4x4, CK10743

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Starke Motorcars, LLC	$34,165.00	0.00%	Build	Options
	Alternate	Garber Chevrolet Buick GMC, Inc.	$36,106.00	0.00%	Build	Options
Northern	Primary	Starke Motorcars, LLC	$34,165.00	0.00%	Build	Options
	Alternate	Garber Chevrolet Buick GMC, Inc.	$35,906.00	0.00%	Build	Options
Central	Primary	Starke Motorcars, LLC	$34,165.00	0.00%	Build	Options
	Alternate	Garber Chevrolet Buick GMC, Inc.	$36,006.00	0.00%	Build	Options
	Alternate	Auto Nation Chevrolet Pembroke Pines	$37,531.00	0.00%	Build	
Southern	Primary	Starke Motorcars, LLC	$34,265.00	0.00%	Build	Options
	Alternate	Garber Chevrolet Buick GMC, Inc.	$36,106.00	0.00%	Build	Options
	Alternate	Auto Nation Chevrolet Pembroke Pines	$37,331.00	0.00%	Build	

Bid Award

Contract: FSA22-VEL30.0, Pursuit, Administrative and Other Vehicles (Light Vehicles)

Group: Pickup Trucks - 4X4

Item: 152, Chevrolet, Silverado 1500 Double Cab 1LT 4x4, CK10753

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Starke Motorcars, LLC	$38,319.00	0.00%	Build	Options
Northern	Primary	Starke Motorcars, LLC	$38,319.00	0.00%	Build	Options
Central	Primary	Starke Motorcars, LLC	$38,319.00	0.00%	Build	Options
Southern	Primary	Starke Motorcars, LLC	$38,419.00	0.00%	Build	Options

Bid Award

Contract: FSA22-VEL30.0, Pursuit, Administrative and Other Vehicles (Light Vehicles)

Group: Pickup Trucks - 4X4

Item: 153, Chevrolet, Silverado 1500 Double Cab 1WT 4x4, CK10753

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Starke Motorcars, LLC	$31,653.00	0.00%	Build	Options
	Alternate	Garber Chevrolet Buick GMC, Inc.	$33,676.00	0.00%	Build	Options
Northern	Primary	Starke Motorcars, LLC	$31,653.00	0.00%	Build	Options
	Alternate	Garber Chevrolet Buick GMC, Inc.	$33,476.00	0.00%	Build	Options
Central	Primary	Starke Motorcars, LLC	$31,653.00	0.00%	Build	Options
	Alternate	Garber Chevrolet Buick GMC, Inc.	$33,576.00	0.00%	Build	Options
Southern	Primary	Starke Motorcars, LLC	$31,753.00	0.00%	Build	Options
	Alternate	Garber Chevrolet Buick GMC, Inc.	$33,676.00	0.00%	Build	Options

Bid Award

Contract: FSA22-VEL30.0, Pursuit, Administrative and Other Vehicles (Light Vehicles)

Group: Pickup Trucks - 4X4

Item: 154, Chevrolet, Silverado 1500 Regular Cab 1WT 4x4, CK10903

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Starke Motorcars, LLC	$33,153.00	0.00%	Build	Options
	Alternate	Garber Chevrolet Buick GMC, Inc.	$34,806.00	0.00%	Build	Options
Northern	Primary	Starke Motorcars, LLC	$33,153.00	0.00%	Build	Options
	Alternate	Garber Chevrolet Buick GMC, Inc.	$34,606.00	0.00%	Build	Options
Central	Primary	Starke Motorcars, LLC	$33,153.00	0.00%	Build	Options
	Alternate	Garber Chevrolet Buick GMC, Inc.	$34,706.00	0.00%	Build	Options
Southern	Primary	Starke Motorcars, LLC	$33,253.00	0.00%	Build	Options
	Alternate	Garber Chevrolet Buick GMC, Inc.	$34,806.00	0.00%	Build	Options

Bid Award

Contract: FSA22-VEL30.0, Pursuit, Administrative and Other Vehicles (Light Vehicles)

Group: Pickup Trucks - 4X4

Item: 155, Chevrolet, Silverado 2500HD Crew Cab (Long Bed 172") 1LT 4x4, CK20943

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Starke Motorcars, LLC	$38,979.00	0.00%	Build	Options
Northern	Primary	Starke Motorcars, LLC	$38,979.00	0.00%	Build	Options
Central	Primary	Starke Motorcars, LLC	$38,979.00	0.00%	Build	Options
Southern	Primary	Starke Motorcars, LLC	$39,079.00	0.00%	Build	Options

Bid Award

Contract: FSA22-VEL30.0, Pursuit, Administrative and Other Vehicles (Light Vehicles)

Group: Pickup Trucks - 4X4

Item: 156, Chevrolet, Silverado 2500HD Crew Cab (Long Bed 172") 1WT 4x4, CK20943

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Garber Chevrolet Buick GMC, Inc.	$36,364.00	0.00%	Build	Options
	Alternate	Starke Motorcars, LLC	$36,709.00	0.00%	Build	Options
	Alternate	Stingray Chevrolet	$45,302.00	0.00%		Options
Northern	Primary	Garber Chevrolet Buick GMC, Inc.	$36,164.00	0.00%	Build	Options
	Alternate	Starke Motorcars, LLC	$36,709.00	0.00%	Build	Options
	Alternate	Stingray Chevrolet	$45,202.00	0.00%		Options
Central	Primary	Garber Chevrolet Buick GMC, Inc.	$36,264.00	0.00%	Build	Options
	Alternate	Starke Motorcars, LLC	$36,709.00	0.00%	Build	Options
	Alternate	Stingray Chevrolet	$44,752.00	0.00%		Options
Southern	Primary	Garber Chevrolet Buick GMC, Inc.	$36,364.00	0.00%	Build	Options
	Alternate	Starke Motorcars, LLC	$36,809.00	0.00%	Build	Options
	Alternate	Auto Nation Chevrolet Pembroke Pines	$43,260.00	0.00%	Build	

Bid Award

Contract: FSA22-VEL30.0, Pursuit, Administrative and Other Vehicles (Light Vehicles)

Group: Pickup Trucks - 4X4

Item: 157, Chevrolet, Silverado 2500HD Crew Cab (Standard Bed 158.9") 1LT 4x4, CK20743

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Starke Motorcars, LLC	$38,537.00	0.00%	Build	Options
Northern	Primary	Starke Motorcars, LLC	$38,537.00	0.00%	Build	Options
Central	Primary	Starke Motorcars, LLC	$38,537.00	0.00%	Build	Options
Southern	Primary	Starke Motorcars, LLC	$38,637.00	0.00%	Build	Options

Bid Award

Contract: FSA22-VEL30.0, Pursuit, Administrative and Other Vehicles (Light Vehicles)

Group: Pickup Trucks - 4X4

Item: 158, Chevrolet, Silverado 2500HD Crew Cab (Standard Bed 158.9") 1WT 4x4, CK20743

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Garber Chevrolet Buick GMC, Inc.	$36,176.00	0.00%	Build	Options
	Alternate	Starke Motorcars, LLC	$36,423.00	0.00%	Build	Options
	Alternate	Stingray Chevrolet	$45,202.00	0.00%	Build	
Northern	Primary	Garber Chevrolet Buick GMC, Inc.	$35,976.00	0.00%	Build	Options
	Alternate	Starke Motorcars, LLC	$36,423.00	0.00%	Build	Options
	Alternate	Stingray Chevrolet	$45,202.00	0.00%	Build	
Central	Primary	Garber Chevrolet Buick GMC, Inc.	$36,076.00	0.00%	Build	Options
	Alternate	Starke Motorcars, LLC	$36,423.00	0.00%	Build	Options
	Alternate	Stingray Chevrolet	$44,306.00	0.00%	Build	
Southern	Primary	Garber Chevrolet Buick GMC, Inc.	$36,176.00	0.00%	Build	Options
	Alternate	Starke Motorcars, LLC	$36,523.00	0.00%	Build	Options
	Alternate	Stingray Chevrolet	$44,502.00	0.00%	Build	

Bid Award

Contract: FSA22-VEL30.0, Pursuit, Administrative and Other Vehicles (Light Vehicles)

Group: Pickup Trucks - 4X4

Item: 159, Chevrolet, Silverado 2500HD Double Cab (Long Bed 162.4") 1LT 4x4, CK20953

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Starke Motorcars, LLC	$36,937.00	0.00%	Build	Options
Northern	Primary	Starke Motorcars, LLC	$36,937.00	0.00%	Build	Options
Central	Primary	Starke Motorcars, LLC	$36,937.00	0.00%	Build	Options
Southern	Primary	Starke Motorcars, LLC	$37,037.00	0.00%	Build	Options

Bid Award

Contract: FSA22-VEL30.0, Pursuit, Administrative and Other Vehicles (Light Vehicles)

Group: Pickup Trucks - 4X4

Item: 160, Chevrolet, Silverado 2500HD Double Cab (Long Bed 162.4") 1WT 4x4, CK20953

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Garber Chevrolet Buick GMC, Inc.	$34,496.00	0.00%	Build	Options
	Alternate	Starke Motorcars, LLC	$35,052.00	0.00%	Build	Options
Northern	Primary	Garber Chevrolet Buick GMC, Inc.	$34,296.00	0.00%	Build	Options
	Alternate	Starke Motorcars, LLC	$35,052.00	0.00%	Build	Options
Central	Primary	Garber Chevrolet Buick GMC, Inc.	$34,396.00	0.00%	Build	Options
	Alternate	Starke Motorcars, LLC	$35,052.00	0.00%	Build	Options
Southern	Primary	Garber Chevrolet Buick GMC, Inc.	$34,496.00	0.00%	Build	Options
	Alternate	Starke Motorcars, LLC	$35,152.00	0.00%	Build	Options
	Alternate	Auto Nation Chevrolet Pembroke Pines	$41,379.00	0.00%	Build	

Bid Award

Contract: FSA22-VEL30.0, Pursuit, Administrative and Other Vehicles (Light Vehicles)

Group: Pickup Trucks - 4X4

Item: 161, Chevrolet, Silverado 2500HD Double Cab (Standard Bed 149.4") 1LT 4x4, CK20753

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Starke Motorcars, LLC	$36,575.00	0.00%	Build	Options
Northern	Primary	Starke Motorcars, LLC	$36,575.00	0.00%	Build	Options
Central	Primary	Starke Motorcars, LLC	$36,575.00	0.00%	Build	Options
Southern	Primary	Starke Motorcars, LLC	$36,675.00	0.00%	Build	Options

Bid Award

Contract: FSA22-VEL30.0, Pursuit, Administrative and Other Vehicles (Light Vehicles)

Group: Pickup Trucks - 4X4

Item: 162, Chevrolet, Silverado 2500HD Double Cab (Standard Bed 149.4") 1WT 4x4, CK20753

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Garber Chevrolet Buick GMC, Inc.	$34,316.00	0.00%	Build	Options
	Alternate	Starke Motorcars, LLC	$34,763.00	0.00%	Build	Options
Northern	Primary	Garber Chevrolet Buick GMC, Inc.	$34,116.00	0.00%	Build	Options
	Alternate	Starke Motorcars, LLC	$34,763.00	0.00%	Build	Options
Central	Primary	Garber Chevrolet Buick GMC, Inc.	$34,216.00	0.00%	Build	Options
	Alternate	Starke Motorcars, LLC	$34,763.00	0.00%	Build	Options
Southern	Primary	Garber Chevrolet Buick GMC, Inc.	$34,316.00	0.00%	Build	Options
	Alternate	Starke Motorcars, LLC	$34,863.00	0.00%	Build	Options

Bid Award

Contract: FSA22-VEL30.0, Pursuit, Administrative and Other Vehicles (Light Vehicles)

Group: Pickup Trucks - 4X4

Item: 163, Chevrolet, Silverado 2500HD Regular Cab 1LT 4x4, CK20903

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Starke Motorcars, LLC	$36,180.00	0.00%	Build	Options
Northern	Primary	Starke Motorcars, LLC	$36,180.00	0.00%	Build	Options
Central	Primary	Starke Motorcars, LLC	$36,180.00	0.00%	Build	Options
Southern	Primary	Starke Motorcars, LLC	$36,280.00	0.00%	Build	Options

Bid Award

Contract: FSA22-VEL30.0, Pursuit, Administrative and Other Vehicles (Light Vehicles)

Group: Pickup Trucks - 4X4

Item: 164, Chevrolet, Silverado 2500HD Regular Cab 1WT 4x4, CK20903

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Garber Chevrolet Buick GMC, Inc.	$33,196.00	0.00%	Build	Options
	Alternate	Starke Motorcars, LLC	$34,352.00	0.00%	Build	Options
Northern	Primary	Garber Chevrolet Buick GMC, Inc.	$32,996.00	0.00%	Build	Options
	Alternate	Starke Motorcars, LLC	$34,352.00	0.00%	Build	Options
Central	Primary	Garber Chevrolet Buick GMC, Inc.	$33,096.00	0.00%	Build	Options
	Alternate	Starke Motorcars, LLC	$34,352.00	0.00%	Build	Options
Southern	Primary	Garber Chevrolet Buick GMC, Inc.	$33,196.00	0.00%	Build	Options
	Alternate	Starke Motorcars, LLC	$34,452.00	0.00%	Build	Options

Bid Award

Contract: FSA22-VEL30.0, Pursuit, Administrative and Other Vehicles (Light Vehicles)

Group: Pickup Trucks - 4X4

Item: 165, Chevrolet, Silverado 3500HD Crew Cab 1LT DRW 4x4, CK30943

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Starke Motorcars, LLC	$41,195.00	0.00%	Build	Options
Northern	Primary	Starke Motorcars, LLC	$41,195.00	0.00%	Build	Options
Central	Primary	Starke Motorcars, LLC	$41,195.00	0.00%	Build	Options
Southern	Primary	Starke Motorcars, LLC	$41,281.00	0.00%	Build	Options

Bid Award

Contract: FSA22-VEL30.0, Pursuit, Administrative and Other Vehicles (Light Vehicles)

Group: Pickup Trucks - 4X4

Item: 166, Chevrolet, Silverado 3500HD Crew Cab 1WT DRW 4x4, CK30943

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Garber Chevrolet Buick GMC, Inc.	$38,576.00	0.00%	Build	Options
	Alternate	Starke Motorcars, LLC	$38,998.00	0.00%	Build	Options
Northern	Primary	Garber Chevrolet Buick GMC, Inc.	$38,376.00	0.00%	Build	Options
	Alternate	Starke Motorcars, LLC	$38,998.00	0.00%	Build	Options
Central	Primary	Garber Chevrolet Buick GMC, Inc.	$38,476.00	0.00%	Build	Options
	Alternate	Starke Motorcars, LLC	$38,998.00	0.00%	Build	Options
Southern	Primary	Garber Chevrolet Buick GMC, Inc.	$38,576.00	0.00%	Build	Options
	Alternate	Starke Motorcars, LLC	$39,098.00	0.00%	Build	Options

Bid Award

Contract: FSA22-VEL30.0, Pursuit, Administrative and Other Vehicles (Light Vehicles)

Group: Pickup Trucks - 4X4

Item: 167, Chevrolet, Silverado 3500HD Double Cab 1LT SRW 4x4, CK30953

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Starke Motorcars, LLC	$38,366.00	0.00%	Build	Options
Northern	Primary	Starke Motorcars, LLC	$38,366.00	0.00%	Build	Options
Central	Primary	Starke Motorcars, LLC	$38,366.00	0.00%	Build	Options
Southern	Primary	Starke Motorcars, LLC	$38,456.00	0.00%	Build	Options

Bid Award

Contract: FSA22-VEL30.0, Pursuit, Administrative and Other Vehicles (Light Vehicles)

Group: Pickup Trucks - 4X4

Item: 168, Chevrolet, Silverado 3500HD Double Cab 1WT SRW 4x4, CK30953

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Garber Chevrolet Buick GMC, Inc.	$35,608.00	0.00%	Build	Options
	Alternate	Starke Motorcars, LLC	$36,115.00	0.00%	Build	Options
Northern	Primary	Garber Chevrolet Buick GMC, Inc.	$35,408.00	0.00%	Build	Options
	Alternate	Starke Motorcars, LLC	$36,115.00	0.00%	Build	Options
Central	Primary	Garber Chevrolet Buick GMC, Inc.	$35,508.00	0.00%	Build	Options
	Alternate	Starke Motorcars, LLC	$36,115.00	0.00%	Build	Options
Southern	Primary	Garber Chevrolet Buick GMC, Inc.	$35,608.00	0.00%	Build	Options
	Alternate	Starke Motorcars, LLC	$36,215.00	0.00%	Build	Options

Bid Award

Contract: FSA22-VEL30.0, Pursuit, Administrative and Other Vehicles (Light Vehicles)

Group: Pickup Trucks - 4X4

Item: 169, Chevrolet, Silverado 3500HD Regular Cab 1LT DRW 4x4, CK30903

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Starke Motorcars, LLC	$38,159.00	0.00%	Build	Options
Northern	Primary	Starke Motorcars, LLC	$38,159.00	0.00%	Build	Options
Central	Primary	Starke Motorcars, LLC	$38,159.00	0.00%	Build	Options
Southern	Primary	Starke Motorcars, LLC	$38,259.00	0.00%	Build	Options

Bid Award

Contract: FSA22-VEL30.0, Pursuit, Administrative and Other Vehicles (Light Vehicles)

Group: Pickup Trucks - 4X4

Item: 170, Chevrolet, Silverado 3500HD Regular Cab 1WT DRW 4x4, CK30903

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Garber Chevrolet Buick GMC, Inc.	$35,426.00	0.00%	Build	Options
	Alternate	Starke Motorcars, LLC	$36,432.00	0.00%	Build	Options
Northern	Primary	Garber Chevrolet Buick GMC, Inc.	$35,226.00	0.00%	Build	Options
	Alternate	Starke Motorcars, LLC	$36,432.00	0.00%	Build	Options
Central	Primary	Garber Chevrolet Buick GMC, Inc.	$35,326.00	0.00%	Build	Options
	Alternate	Starke Motorcars, LLC	$36,432.00	0.00%	Build	Options
Southern	Primary	Garber Chevrolet Buick GMC, Inc.	$35,426.00	0.00%	Build	Options
	Alternate	Starke Motorcars, LLC	$36,522.00	0.00%	Build	Options

Bid Award

Contract: FSA22-VEL30.0, Pursuit, Administrative and Other Vehicles (Light Vehicles)

Group: Pickup Trucks - 4X4

Item: 171, Ford, F-150 Super Crew Hybrid, W1E

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Duval Ford LLC	$41,386.00	0.00%	Build	Options
	Alternate	STEP ONE AUTOMOTIVE GROUP	$41,895.00	1.00%	Build	Options
	Alternate	BOZARD FORD	$41,922.00	0.00%	Build	Options
Northern	Primary	Duval Ford LLC	$41,386.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	$41,887.00	0.00%	Build	Options
	Alternate	BOZARD FORD	$41,922.00	0.00%	Build	Options
Central	Primary	Duval Ford LLC	$41,386.00	0.00%	Build	Options
	Alternate	BOZARD FORD	$41,922.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	$41,987.00	0.00%	Build	Options
Southern	Primary	Duval Ford LLC	$41,386.00	0.00%	Build	Options
	Alternate	BOZARD FORD	$41,922.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	$42,037.00	0.00%	Build	Options

Bid Award

Contract: FSA22-VEL30.0, Pursuit, Administrative and Other Vehicles (Light Vehicles)

Group: Pickup Trucks - 4X4

Item: 172, Ford, F-150 XL Crew Cab 4x4, W1E

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Duval Ford LLC	$37,480.00	0.00%	Build	Options
	Alternate	BOZARD FORD	$38,045.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	$38,132.00	0.00%	Build	Options
Northern	Primary	Duval Ford LLC	$37,480.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	$37,982.00	0.00%	Build	Options
	Alternate	BOZARD FORD	$38,045.00	0.00%	Build	Options
Central	Primary	Duval Ford LLC	$37,480.00	0.00%	Build	Options
	Alternate	BOZARD FORD	$38,045.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	$38,082.00	0.00%	Build	Options
Southern	Primary	Duval Ford LLC	$37,480.00	0.00%	Build	Options
	Alternate	BOZARD FORD	$38,045.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	$38,132.00	0.00%	Build	Options

Bid Award

Contract: FSA22-VEL30.0, Pursuit, Administrative and Other Vehicles (Light Vehicles)

Group: Pickup Trucks - 4X4

Item: 173, Ford, F-150 XL Regular Cab 4x4, F1E

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Duval Ford LLC	$32,234.00	0.00%	Build	Options
	Alternate	BOZARD FORD	$32,773.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	$32,818.00	0.00%	Build	Options
Northern	Primary	Duval Ford LLC	$32,234.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	$32,668.00	0.00%	Build	Options
	Alternate	BOZARD FORD	$32,773.00	0.00%	Build	Options
Central	Primary	Duval Ford LLC	$32,234.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	$32,768.00	0.00%	Build	Options
	Alternate	BOZARD FORD	$32,773.00	0.00%	Build	Options
Southern	Primary	Duval Ford LLC	$32,234.00	0.00%	Build	Options
	Alternate	BOZARD FORD	$32,773.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	$32,818.00	0.00%	Build	Options

Bid Award

Contract: FSA22-VEL30.0, Pursuit, Administrative and Other Vehicles (Light Vehicles)

Group: Pickup Trucks - 4X4

Item: 174, Ford, F-150 XL Super Cab 4x4, X1E

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Duval Ford LLC	$35,336.00	0.00%	Build	Options
	Alternate	BOZARD FORD	$35,853.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	$35,922.00	0.00%	Build	Options
Northern	Primary	Duval Ford LLC	$35,336.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	$35,772.00	0.00%	Build	Options
	Alternate	BOZARD FORD	$35,853.00	0.00%	Build	Options
Central	Primary	Duval Ford LLC	$35,336.00	0.00%	Build	Options
	Alternate	BOZARD FORD	$35,853.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	$35,872.00	0.00%	Build	Options
Southern	Primary	Duval Ford LLC	$35,336.00	0.00%	Build	Options
	Alternate	BOZARD FORD	$35,853.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	$35,922.00	0.00%	Build	Options

Bid Award

Contract: FSA22-VEL30.0, Pursuit, Administrative and Other Vehicles (Light Vehicles)

Group: Pickup Trucks - 4X4

Item: 175, Ford, F-150 XLT Regular Cab 4x4, F1E

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Duval Ford LLC	$36,075.00	0.00%	Build	Options
	Alternate	BOZARD FORD	$36,586.00	0.00%	Build	
	Alternate	Garber Ford Inc	$36,759.00	0.00%	Build	Options
Northern	Primary	Duval Ford LLC	$36,075.00	0.00%	Build	Options
	Alternate	BOZARD FORD	$36,586.00	0.00%	Build	
	Alternate	Garber Ford Inc	$36,609.00	0.00%	Build	Options
Central	Primary	Duval Ford LLC	$36,075.00	0.00%	Build	Options
	Alternate	BOZARD FORD	$36,586.00	0.00%	Build	
	Alternate	Garber Ford Inc	$36,709.00	0.00%	Build	Options
Southern	Primary	Duval Ford LLC	$36,075.00	0.00%	Build	Options
	Alternate	BOZARD FORD	$36,586.00	0.00%	Build	
	Alternate	Garber Ford Inc	$36,759.00	0.00%	Build	Options

Bid Award

Contract: FSA22-VEL30.0, Pursuit, Administrative and Other Vehicles (Light Vehicles)

Group: Pickup Trucks - 4X4

Item: 176, Ford, F-150 XLT Crew Cab 4x4, W1E

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Duval Ford LLC	$41,017.00	0.00%	Build	Options
	Alternate	BOZARD FORD	$41,618.00	0.00%	Build	
	Alternate	Garber Ford Inc	$41,799.00	0.00%	Build	Options
Northern	Primary	Duval Ford LLC	$41,017.00	0.00%	Build	Options
	Alternate	BOZARD FORD	$41,618.00	0.00%	Build	
	Alternate	Garber Ford Inc	$41,649.00	0.00%	Build	Options
Central	Primary	Duval Ford LLC	$41,017.00	0.00%	Build	Options
	Alternate	BOZARD FORD	$41,618.00	0.00%	Build	
	Alternate	Garber Ford Inc	$41,749.00	0.00%	Build	Options
Southern	Primary	Duval Ford LLC	$40,964.00	0.00%	Build	Options
	Alternate	BOZARD FORD	$41,618.00	0.00%	Build	
	Alternate	Garber Ford Inc	$41,799.00	0.00%	Build	Options

Bid Award

Contract: FSA22-VEL30.0, Pursuit, Administrative and Other Vehicles (Light Vehicles)

Group: Pickup Trucks - 4X4

Item: 177, Ford, F-150 XLT Super Cab 4x4, X1E

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Duval Ford LLC	$38,981.00	0.00%	Build	Options
	Alternate	BOZARD FORD	$39,471.00	0.00%	Build	
	Alternate	Garber Ford Inc	$39,646.00	0.00%	Build	Options
Northern	Primary	Duval Ford LLC	$38,981.00	0.00%	Build	Options
	Alternate	BOZARD FORD	$39,471.00	0.00%	Build	
	Alternate	Garber Ford Inc	$39,496.00	0.00%	Build	Options
Central	Primary	Duval Ford LLC	$38,981.00	0.00%	Build	Options
	Alternate	BOZARD FORD	$39,471.00	0.00%	Build	
	Alternate	Garber Ford Inc	$39,596.00	0.00%	Build	Options
Southern	Primary	Duval Ford LLC	$38,981.00	0.00%	Build	Options
	Alternate	BOZARD FORD	$39,471.00	0.00%	Build	
	Alternate	Garber Ford Inc	$39,646.00	0.00%	Build	Options

Bid Award

Contract: FSA22-VEL30.0, Pursuit, Administrative and Other Vehicles (Light Vehicles)

Group: Pickup Trucks - 4X4

Item: 178, Ford, F-250 XL Super Duty Crew Cab 4x4, W2B

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	BOZARD FORD	$45,908.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	$46,051.00	0.00%	Build	Options
	Alternate	STEP ONE AUTOMOTIVE GROUP	$46,310.00	1.00%	Build	Options
Northern	Primary	Garber Ford Inc	$45,901.00	0.00%	Build	Options
	Alternate	BOZARD FORD	$45,908.00	0.00%	Build	Options
	Alternate	Duval Ford LLC	$46,576.00	0.00%	Build	Options
Central	Primary	BOZARD FORD	$45,908.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	$46,001.00	0.00%	Build	Options
	Alternate	Duval Ford LLC	$46,576.00	0.00%	Build	Options
Southern	Primary	BOZARD FORD	$45,908.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	$46,051.00	0.00%	Build	Options
	Alternate	Duval Ford LLC	$46,576.00	0.00%	Build	Options

Bid Award

Contract: FSA22-VEL30.0, Pursuit, Administrative and Other Vehicles (Light Vehicles)

Group: Pickup Trucks - 4X4

Item: 179, Ford, F-250 XL Super Duty Regular Cab 4x4, F2B

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	BOZARD FORD	$42,659.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	$42,779.00	0.00%	Build	Options
	Alternate	STEP ONE AUTOMOTIVE GROUP	$42,922.00	1.00%	Build	Options
Northern	Primary	Garber Ford Inc	$42,629.00	0.00%	Build	Options
	Alternate	BOZARD FORD	$42,659.00	0.00%	Build	Options
	Alternate	Duval Ford LLC	$43,085.00	0.00%	Build	Options
Central	Primary	BOZARD FORD	$42,659.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	$42,729.00	0.00%	Build	Options
	Alternate	Duval Ford LLC	$43,085.00	0.00%	Build	Options
Southern	Primary	BOZARD FORD	$42,659.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	$42,779.00	0.00%	Build	Options
	Alternate	Duval Ford LLC	$43,085.00	0.00%	Build	Options

Bid Award

Contract: FSA22-VEL30.0, Pursuit, Administrative and Other Vehicles (Light Vehicles)

Group: Pickup Trucks - 4X4

Item: 180, Ford, F-250 XL Super Duty Super Cab 4x4, X2B

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	BOZARD FORD	$44,765.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	$44,902.00	0.00%	Build	Options
	Alternate	STEP ONE AUTOMOTIVE GROUP	$44,993.00	1.00%	Build	Options
Northern	Primary	Garber Ford Inc	$44,752.00	0.00%	Build	Options
	Alternate	BOZARD FORD	$44,765.00	0.00%	Build	Options
	Alternate	Duval Ford LLC	$45,207.00	0.00%	Build	Options
Central	Primary	BOZARD FORD	$44,765.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	$44,852.00	0.00%	Build	Options
	Alternate	Duval Ford LLC	$45,207.00	0.00%	Build	Options
Southern	Primary	BOZARD FORD	$44,765.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	$44,902.00	0.00%	Build	Options
	Alternate	Duval Ford LLC	$45,207.00	0.00%	Build	Options

Bid Award

Contract: FSA22-VEL30.0, Pursuit, Administrative and Other Vehicles (Light Vehicles)

Group: Pickup Trucks - 4X4

Item: 181, Ford, F-350 XL Super Duty Crew Cab DRW 4x4, W3D

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	STEP ONE AUTOMOTIVE GROUP	$48,699.00	1.00%	Build	Options
	Alternate	BOZARD FORD	$48,804.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	$48,970.00	0.00%	Build	Options
Northern	Primary	BOZARD FORD	$48,804.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	$48,820.00	0.00%	Build	Options
	Alternate	Duval Ford LLC	$49,494.00	0.00%	Build	Options
Central	Primary	BOZARD FORD	$48,804.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	$48,920.00	0.00%	Build	Options
	Alternate	Duval Ford LLC	$49,494.00	0.00%	Build	Options
Southern	Primary	BOZARD FORD	$48,804.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	$48,970.00	0.00%	Build	Options
	Alternate	Duval Ford LLC	$49,494.00	0.00%	Build	Options

Bid Award

Contract: FSA22-VEL30.0, Pursuit, Administrative and Other Vehicles (Light Vehicles)

Group: Pickup Trucks - 4X4

Item: 182, Ford, F-350 XL Super Duty Regular Cab DRW 4x4, F3D

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	BOZARD FORD	$45,380.00	0.00%	Build	Options
	Alternate	STEP ONE AUTOMOTIVE GROUP	$45,515.00	1.00%	Build	Options
	Alternate	Garber Ford Inc	$45,520.00	0.00%	Build	Options
Northern	Primary	Garber Ford Inc	$45,370.00	0.00%	Build	Options
	Alternate	BOZARD FORD	$45,380.00	0.00%	Build	Options
	Alternate	Duval Ford LLC	$45,827.00	0.00%	Build	Options
Central	Primary	BOZARD FORD	$45,380.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	$45,470.00	0.00%	Build	Options
	Alternate	Duval Ford LLC	$45,827.00	0.00%	Build	Options
Southern	Primary	BOZARD FORD	$45,380.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	$45,520.00	0.00%	Build	Options
	Alternate	Duval Ford LLC	$45,827.00	0.00%	Build	Options

Bid Award

Contract: FSA22-VEL30.0, Pursuit, Administrative and Other Vehicles (Light Vehicles)

Group: Pickup Trucks - 4X4

Item: 183, Ford, F-350 XL Super Duty Super Cab DRW 4x4, X3D

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	STEP ONE AUTOMOTIVE GROUP	$47,550.00	1.00%	Build	Options
	Alternate	BOZARD FORD	$47,662.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	$47,819.00	0.00%	Build	Options
Northern	Primary	BOZARD FORD	$47,662.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	$47,669.00	0.00%	Build	Options
	Alternate	Duval Ford LLC	$48,125.00	0.00%	Build	Options
Central	Primary	BOZARD FORD	$47,662.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	$47,769.00	0.00%	Build	Options
	Alternate	Duval Ford LLC	$48,125.00	0.00%	Build	Options
Southern	Primary	BOZARD FORD	$47,662.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	$47,819.00	0.00%	Build	Options
	Alternate	Duval Ford LLC	$48,125.00	0.00%	Build	Options

Bid Award

Contract: FSA22-VEL30.0, Pursuit, Administrative and Other Vehicles (Light Vehicles)

Group: Pickup Trucks - 4X4

Item: 184, Ford, Ranger XL Crew Cab 4x4, R4F

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	BOZARD FORD	$30,021.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	$30,046.00	0.00%	Build	Options
	Alternate	Duval Ford LLC	$30,158.00	0.00%	Build	Options
Northern	Primary	Garber Ford Inc	$29,896.00	0.00%	Build	Options
	Alternate	BOZARD FORD	$30,021.00	0.00%	Build	Options
	Alternate	Duval Ford LLC	$30,063.00	0.00%	Build	Options
Central	Primary	Garber Ford Inc	$29,996.00	0.00%	Build	Options
	Alternate	BOZARD FORD	$30,021.00	0.00%	Build	Options
	Alternate	Duval Ford LLC	$30,063.00	0.00%	Build	Options
Southern	Primary	BOZARD FORD	$30,021.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	$30,046.00	0.00%	Build	Options
	Alternate	Duval Ford LLC	$30,158.00	0.00%	Build	Options

Bid Award

Contract: FSA22-VEL30.0, Pursuit, Administrative and Other Vehicles (Light Vehicles)

Group: Pickup Trucks - 4X4

Item: 185, Ford, Ranger XL Super Cab 4x4, R1F

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	BOZARD FORD	$28,005.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	$28,015.00	0.00%	Build	Options
	Alternate	Duval Ford LLC	$28,127.00	0.00%	Build	Options
Northern	Primary	Garber Ford Inc	$27,865.00	0.00%	Build	Options
	Alternate	BOZARD FORD	$28,005.00	0.00%	Build	Options
	Alternate	Duval Ford LLC	$28,032.00	0.00%	Build	Options
Central	Primary	Garber Ford Inc	$27,965.00	0.00%	Build	Options
	Alternate	BOZARD FORD	$28,005.00	0.00%	Build	Options
	Alternate	Duval Ford LLC	$28,032.00	0.00%	Build	Options
Southern	Primary	BOZARD FORD	$28,005.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	$28,015.00	0.00%	Build	Options
	Alternate	Duval Ford LLC	$28,127.00	0.00%	Build	Options

Bid Award

Contract: FSA22-VEL30.0, Pursuit, Administrative and Other Vehicles (Light Vehicles)

Group: Pickup Trucks - 4X4

Item: 189, GMC, Sierra 1500 Crew Cab (Short Bed 147.4") 1SA 4x4, TK10543

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Garber Chevrolet Buick GMC, Inc.	$36,176.00	0.00%	Build	Options
Northern	Primary	Garber Chevrolet Buick GMC, Inc.	$35,976.00	0.00%	Build	Options
Central	Primary	Garber Chevrolet Buick GMC, Inc.	$36,076.00	0.00%	Build	Options
Southern	Primary	Garber Chevrolet Buick GMC, Inc.	$36,176.00	0.00%	Build	Options

Bid Award

Contract: FSA22-VEL30.0, Pursuit, Administrative and Other Vehicles (Light Vehicles)

Group: Pickup Trucks - 4X4

Item: 193, GMC, Sierra 2500HD Crew Cab (Standard Bed 158.9") 1SA 4x4, TK20743

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Garber Chevrolet Buick GMC, Inc.	$37,096.00	0.00%	Build	Options
Northern	Primary	Garber Chevrolet Buick GMC, Inc.	$36,896.00	0.00%	Build	Options
Central	Primary	Garber Chevrolet Buick GMC, Inc.	$36,996.00	0.00%	Build	Options
Southern	Primary	Garber Chevrolet Buick GMC, Inc.	$37,096.00	0.00%	Build	Options

Bid Award

Contract: FSA22-VEL30.0, Pursuit, Administrative and Other Vehicles (Light Vehicles)

Group: Pickup Trucks - 4X4

Item: 200, Jeep, Jeep Gladiator Sport A/T, JTJL98

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	STEP ONE AUTOMOTIVE GROUP	$39,995.00	0.00%	Build	Options
	Alternate	Garber Chrysler Dodge Truck, Inc.	$40,748.00	0.00%	Build	Options
Northern	Primary	Garber Chrysler Dodge Truck, Inc.	$40,548.00	0.00%	Build	Options
Central	Primary	Garber Chrysler Dodge Truck, Inc.	$40,648.00	0.00%	Build	Options
Southern	Primary	Garber Chrysler Dodge Truck, Inc.	$40,748.00	0.00%	Build	Options

Bid Award

Contract: FSA22-VEL30.0, Pursuit, Administrative and Other Vehicles (Light Vehicles)

Group: Pickup Trucks - 4X4

Item: 201, Nissan, Frontier S V6 4x4 CC A/T, 32013

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	DeLand Truck Center, Inc.	$32,728.00	0.00%	Build	Options
	Alternate	Alan Jay Nissan, Inc	$33,075.00	0.00%	Build	
Northern	Primary	DeLand Truck Center, Inc.	$32,635.00	0.00%	Build	Options
	Alternate	Alan Jay Nissan, Inc	$32,975.00	0.00%	Build	
Central	Primary	DeLand Truck Center, Inc.	$32,628.00	0.00%	Build	Options
	Alternate	Alan Jay Nissan, Inc	$32,875.00	0.00%	Build	
Southern	Primary	DeLand Truck Center, Inc.	$32,746.00	0.00%	Build	Options
	Alternate	Alan Jay Nissan, Inc	$32,975.00	0.00%	Build	

Bid Award

Contract: FSA22-VEL30.0, Pursuit, Administrative and Other Vehicles (Light Vehicles)

Group: Pickup Trucks - 4X4

Item: 202, Nissan, Frontier SV LWB 4x4 CC A/T, 33213

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	DeLand Truck Center, Inc.	$37,570.00	0.00%	Build	Options
	Alternate	Alan Jay Nissan, Inc	$37,821.00	0.00%	Build	
Northern	Primary	DeLand Truck Center, Inc.	$37,490.00	0.00%	Build	Options
	Alternate	Alan Jay Nissan, Inc	$37,721.00	0.00%	Build	
Central	Primary	DeLand Truck Center, Inc.	$37,490.00	0.00%	Build	Options
	Alternate	Alan Jay Nissan, Inc	$37,621.00	0.00%	Build	
Southern	Primary	DeLand Truck Center, Inc.	$37,582.00	0.00%	Build	Options
	Alternate	Alan Jay Nissan, Inc	$37,721.00	0.00%	Build	

Bid Award

Contract: FSA22-VEL30.0, Pursuit, Administrative and Other Vehicles (Light Vehicles)

Group: Pickup Trucks - 4X4

Item: 203, Nissan, Frontier SV SWB 4x4 CC A/T, 32213

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	DeLand Truck Center, Inc.	$35,661.00	0.00%	Build	Options
	Alternate	Alan Jay Nissan, Inc	$35,903.00	0.00%	Build	
Northern	Primary	DeLand Truck Center, Inc.	$35,585.00	0.00%	Build	Options
	Alternate	Alan Jay Nissan, Inc	$35,803.00	0.00%	Build	
Central	Primary	DeLand Truck Center, Inc.	$35,581.00	0.00%	Build	Options
	Alternate	Alan Jay Nissan, Inc	$35,703.00	0.00%	Build	
Southern	Primary	DeLand Truck Center, Inc.	$35,685.00	0.00%	Build	Options
	Alternate	Alan Jay Nissan, Inc	$35,803.00	0.00%	Build	

Bid Award

Contract: FSA22-VEL30.0, Pursuit, Administrative and Other Vehicles (Light Vehicles)

Group: Pickup Trucks - 4X4

Item: 204, Nissan, Titan S King Cab 4x4, 37013

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	DeLand Truck Center, Inc.	$39,671.00	0.00%	Build	Options
Northern	Primary	DeLand Truck Center, Inc.	$39,591.00	0.00%	Build	Options
Central	Primary	DeLand Truck Center, Inc.	$39,591.00	0.00%	Build	Options
Southern	Primary	DeLand Truck Center, Inc.	$39,691.00	0.00%	Build	Options

Bid Award

Contract: FSA22-VEL30.0, Pursuit, Administrative and Other Vehicles (Light Vehicles)

Group: Pickup Trucks - 4X4

Item: 205, Ram, 1500 Classic Tradesman Crew Cab, DS6L98

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Garber Chrysler Dodge Truck, Inc.	$39,566.00	0.00%	Build	Options
	Alternate	STEP ONE AUTOMOTIVE GROUP	$39,750.00	1.00%	Build	Options
Northern	Primary	Garber Chrysler Dodge Truck, Inc.	$39,366.00	0.00%	Build	Options
Central	Primary	Garber Chrysler Dodge Truck, Inc.	$39,466.00	0.00%	Build	Options
Southern	Primary	Garber Chrysler Dodge Truck, Inc.	$39,566.00	0.00%	Build	Options

Bid Award

Contract: FSA22-VEL30.0, Pursuit, Administrative and Other Vehicles (Light Vehicles)

Group: Pickup Trucks - 4X4

Item: 206, Ram, 1500 Classic Tradesman Quad Cab 4x4, DS6L41

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Garber Chrysler Dodge Truck, Inc.	$37,116.00	0.00%	Build	Options
	Alternate	STEP ONE AUTOMOTIVE GROUP	$37,295.00	1.00%	Build	Options
Northern	Primary	Garber Chrysler Dodge Truck, Inc.	$36,916.00	0.00%	Build	Options
Central	Primary	Garber Chrysler Dodge Truck, Inc.	$37,016.00	0.00%	Build	Options
Southern	Primary	Garber Chrysler Dodge Truck, Inc.	$37,116.00	0.00%	Build	Options

Bid Award

Contract: FSA22-VEL30.0, Pursuit, Administrative and Other Vehicles (Light Vehicles)

Group: Pickup Trucks - 4X4

Item: 207, Ram, 1500 Classic Tradesman Regular Cab, DS6L61

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Garber Chrysler Dodge Truck, Inc.	$35,316.00	0.00%	Build	Options
	Alternate	STEP ONE AUTOMOTIVE GROUP	$35,595.00	1.00%	Build	Options
Northern	Primary	Garber Chrysler Dodge Truck, Inc.	$35,116.00	0.00%	Build	Options
Central	Primary	Garber Chrysler Dodge Truck, Inc.	$35,216.00	0.00%	Build	Options
Southern	Primary	Garber Chrysler Dodge Truck, Inc.	$35,316.00	0.00%	Build	Options

Bid Award

Contract: FSA22-VEL30.0, Pursuit, Administrative and Other Vehicles (Light Vehicles)

Group: Pickup Trucks - 4X4

Item: 208, Ram, 1500 Tradesman Crew Cab, DT6L98

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	STEP ONE AUTOMOTIVE GROUP	$40,995.00	1.00%	Build	Options
	Alternate	Garber Chrysler Dodge Truck, Inc.	$41,066.00	0.00%	Build	Options
Northern	Primary	Garber Chrysler Dodge Truck, Inc.	$40,866.00	0.00%	Build	Options
Central	Primary	Garber Chrysler Dodge Truck, Inc.	$40,966.00	0.00%	Build	Options
Southern	Primary	Garber Chrysler Dodge Truck, Inc.	$41,066.00	0.00%	Build	Options

Bid Award

Contract: FSA22-VEL30.0, Pursuit, Administrative and Other Vehicles (Light Vehicles)

Group: Pickup Trucks - 4X4

Item: 209, Ram, 1500 Tradesman Quad Cab, DT6L41

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Garber Chrysler Dodge Truck, Inc.	$38,486.00	0.00%	Build	Options
	Alternate	STEP ONE AUTOMOTIVE GROUP	$38,795.00	1.00%	Build	Options
Northern	Primary	Garber Chrysler Dodge Truck, Inc.	$38,286.00	0.00%	Build	Options
	Alternate	STEP ONE AUTOMOTIVE GROUP	$38,895.00	1.00%	Build	Options
Central	Primary	Garber Chrysler Dodge Truck, Inc.	$38,386.00	0.00%	Build	Options
	Alternate	STEP ONE AUTOMOTIVE GROUP	$38,895.00	1.00%	Build	Options
Southern	Primary	Garber Chrysler Dodge Truck, Inc.	$38,486.00	0.00%	Build	Options
	Alternate	STEP ONE AUTOMOTIVE GROUP	$39,195.00	1.00%	Build	Options

Bid Award

Contract: FSA22-VEL30.0, Pursuit, Administrative and Other Vehicles (Light Vehicles)

Group: Pickup Trucks - 4X4

Item: 210, Ram, 2500 Tradesman Crew Cab 4x4, DJ7L92

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	STEP ONE AUTOMOTIVE GROUP	$48,495.00	1.00%	Build	Options
	Alternate	Garber Chrysler Dodge Truck, Inc.	$48,674.00	0.00%	Build	Options
Northern	Primary	Garber Chrysler Dodge Truck, Inc.	$48,474.00	0.00%	Build	Options
Central	Primary	Garber Chrysler Dodge Truck, Inc.	$48,574.00	0.00%	Build	Options
Southern	Primary	Garber Chrysler Dodge Truck, Inc.	$48,674.00	0.00%	Build	Options

Bid Award

Contract: FSA22-VEL30.0, Pursuit, Administrative and Other Vehicles (Light Vehicles)

Group: Pickup Trucks - 4X4

Item: 211, Ram, 2500 Tradesman Regular Cab 4x4, DJ7L62

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	STEP ONE AUTOMOTIVE GROUP	$44,895.00	1.00%	Build	Options
	Alternate	Garber Chrysler Dodge Truck, Inc.	$45,056.00	0.00%	Build	Options
Northern	Primary	Garber Chrysler Dodge Truck, Inc.	$44,856.00	0.00%	Build	Options
Central	Primary	Garber Chrysler Dodge Truck, Inc.	$44,956.00	0.00%	Build	Options
Southern	Primary	Garber Chrysler Dodge Truck, Inc.	$45,056.00	0.00%	Build	Options

Bid Award

Contract: FSA22-VEL30.0, Pursuit, Administrative and Other Vehicles (Light Vehicles)

Group: Pickup Trucks - 4X4

Item: 212, Ram, 3500 Tradesman Crew Cab DRW 4x4, D28L92

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	STEP ONE AUTOMOTIVE GROUP	$50,595.00	1.00%	Build	Options
	Alternate	Garber Chrysler Dodge Truck, Inc.	$51,806.00	0.00%	Build	Options
Northern	Primary	Garber Chrysler Dodge Truck, Inc.	$51,606.00	0.00%	Build	Options
Central	Primary	Garber Chrysler Dodge Truck, Inc.	$51,706.00	0.00%	Build	Options
Southern	Primary	Garber Chrysler Dodge Truck, Inc.	$51,806.00	0.00%	Build	Options

Bid Award

Contract: FSA22-VEL30.0, Pursuit, Administrative and Other Vehicles (Light Vehicles)

Group: Pickup Trucks - 4X4

Item: 213, Ram, 3500 Tradesman Regular Cab DRW 4x4, D28L62

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	STEP ONE AUTOMOTIVE GROUP	$46,795.00	1.00%	Build	Options
	Alternate	Garber Chrysler Dodge Truck, Inc.	$48,233.00	0.00%	Build	Options
Northern	Primary	Garber Chrysler Dodge Truck, Inc.	$48,033.00	0.00%	Build	Options
Central	Primary	Garber Chrysler Dodge Truck, Inc.	$48,133.00	0.00%	Build	Options
Southern	Primary	Garber Chrysler Dodge Truck, Inc.	$48,233.00	0.00%	Build	Options

FSA22-VEL30.0
Item Group Descriptions

The following items will be factory installed on the base vehicle/equipment to meet the model number and build codes of the vehicle listed.

Item Group:

- Pursuit Rated & Pursuit Hybrid Vehicles

FSA Item Group Description

- Standard Manufacturer Equipment and Specifications, plus the following if not already included in manufacturer standard equipment and base specifications:
- ENGINE: Manufacturer`s standard gas engine, alternator, battery and cooling package.
- TRANSMISSION/AXLES: Manufacturer`s standard automatic transmission; Manufacturer`s standard drive axle ratio for engine and transmission combination.
- PERFORMANCE ITEMS: Manufacturer`s standard power steering; Manufacturer`s standard gauges.
- COMFORT ITEMS: Air conditioning; standard 2 keys and/or fobs with 2 additional keys/fobs; Manufacturer`s standard AM/FM stereo; Heavy duty rubber floor covering instead of carpet; Manufacturer`s standard production seats. Purchaser will select color at time of order.
- SAFETY ITEMS: Dual mount outside mirrors to provide field of vision dome lights with left and right door activated switches; Manufacturer`s standard air bags. Driver-side LED Spotlight.
- BRAKES: Fourwheel anti-lock brake ABS system.
- TIRES AND WHEELS: Manufacturer`s standard tires and wheels.

Bid Award

Contract: FSA22-VEL30.0, Pursuit, Administrative and Other Vehicles (Light Vehicles)

Group: Pursuit Rated & Pursuit Hybrid Vehicles

Item: 218, Chevrolet, Silverado 4x4 PPV, CK10543/9C1

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Starke Motorcars, LLC	$44,853.00	0.00%	Build	Options
	Alternate	Garber Chevrolet Buick GMC, Inc.	$45,516.00	0.00%	Build	Options
	Alternate	Stingray Chevrolet	$45,859.00	0.00%	Build	Options
Northern	Primary	Starke Motorcars, LLC	$44,853.00	0.00%	Build	Options
	Alternate	Garber Chevrolet Buick GMC, Inc.	$45,316.00	0.00%	Build	Options
	Alternate	Stingray Chevrolet	$45,759.00	0.00%	Build	Options
Central	Primary	Starke Motorcars, LLC	$44,853.00	0.00%	Build	Options
	Alternate	Stingray Chevrolet	$45,359.00	0.00%	Build	Options
	Alternate	Garber Chevrolet Buick GMC, Inc.	$45,416.00	0.00%	Build	Options
Southern	Primary	Starke Motorcars, LLC	$44,953.00	0.00%	Build	Options
	Alternate	Stingray Chevrolet	$45,459.00	0.00%	Build	Options
	Alternate	Garber Chevrolet Buick GMC, Inc.	$45,516.00	0.00%	Build	Options

Bid Award

Contract: FSA22-VEL30.0, Pursuit, Administrative and Other Vehicles (Light Vehicles)

Group: Pursuit Rated & Pursuit Hybrid Vehicles

Item: 219, Chevrolet, Tahoe 4x2 PPV 21, CC10706/9C1

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Starke Motorcars, LLC	$37,505.00	0.00%	Build	Options
	Alternate	Garber Chevrolet Buick GMC, Inc.	$38,163.00	0.00%	Build	Options
	Alternate	Stingray Chevrolet	$38,535.00	0.00%	Build	Options
Northern	Primary	Starke Motorcars, LLC	$37,505.00	0.00%	Build	Options
	Alternate	Garber Chevrolet Buick GMC, Inc.	$37,963.00	0.00%	Build	Options
	Alternate	Stingray Chevrolet	$38,493.00	0.00%	Build	Options
Central	Primary	Starke Motorcars, LLC	$37,505.00	0.00%	Build	Options
	Alternate	Garber Chevrolet Buick GMC, Inc.	$38,063.00	0.00%	Build	Options
	Alternate	Stingray Chevrolet	$38,423.00	0.00%	Build	Options
Southern	Primary	Starke Motorcars, LLC	$37,605.00	0.00%	Build	Options
	Alternate	Garber Chevrolet Buick GMC, Inc.	$38,163.00	0.00%	Build	Options
	Alternate	Stingray Chevrolet	$38,423.00	0.00%	Build	Options

Bid Award

Contract: FSA22-VEL30.0, Pursuit, Administrative and Other Vehicles (Light Vehicles)

Group: Pursuit Rated & Pursuit Hybrid Vehicles

Item: 220, Chevrolet, Tahoe 4x4 PPV 21, CK10706/9C1

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Starke Motorcars, LLC	$40,274.00	0.00%	Build	Options
	Alternate	Garber Chevrolet Buick GMC, Inc.	$40,436.00	0.00%	Build	Options
	Alternate	Stingray Chevrolet	$41,488.00	0.00%	Build	Options
Northern	Primary	Garber Chevrolet Buick GMC, Inc.	$40,236.00	0.00%	Build	Options
	Alternate	Starke Motorcars, LLC	$40,274.00	0.00%	Build	Options
	Alternate	Stingray Chevrolet	$41,387.00	0.00%	Build	Options
Central	Primary	Starke Motorcars, LLC	$40,274.00	0.00%	Build	Options
	Alternate	Garber Chevrolet Buick GMC, Inc.	$40,336.00	0.00%	Build	Options
	Alternate	Stingray Chevrolet	$41,376.00	0.00%	Build	Options
Southern	Primary	Starke Motorcars, LLC	$40,364.00	0.00%	Build	Options
	Alternate	Garber Chevrolet Buick GMC, Inc.	$40,436.00	0.00%	Build	Options
	Alternate	Stingray Chevrolet	$41,476.00	0.00%	Build	Options

Bid Award

Contract: FSA22-VEL30.0, Pursuit, Administrative and Other Vehicles (Light Vehicles)

Group: Pursuit Rated & Pursuit Hybrid Vehicles

Item: 221, Dodge, Charger V6 Police Rated Sedan AWD, LDEE48

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Garber Chrysler Dodge Truck, Inc.	$35,498.00	0.00%	Build	Options
	Alternate	Alan Jay Chrysler Jeep Dodge of Wauchula	$36,821.00	0.00%	Build	Options
Northern	Primary	Garber Chrysler Dodge Truck, Inc.	$35,398.00	0.00%	Build	Options
	Alternate	Alan Jay Chrysler Jeep Dodge of Wauchula	$36,721.00	0.00%	Build	Options
Central	Primary	Garber Chrysler Dodge Truck, Inc.	$35,458.00	0.00%	Build	Options
	Alternate	Alan Jay Chrysler Jeep Dodge of Wauchula	$36,621.00	0.00%	Build	Options
Southern	Primary	Garber Chrysler Dodge Truck, Inc.	$35,498.00	0.00%	Build	Options
	Alternate	Alan Jay Chrysler Jeep Dodge of Wauchula	$36,721.00	0.00%	Build	Options

Bid Award

Contract: FSA22-VEL30.0, Pursuit, Administrative and Other Vehicles (Light Vehicles)

Group: Pursuit Rated & Pursuit Hybrid Vehicles

Item: 222, Dodge, Charger V8 Police Rated Sedan RWD, LDDE48

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Garber Chrysler Dodge Truck, Inc.	$36,094.00	0.00%	Build	Options
	Alternate	Alan Jay Chrysler Jeep Dodge of Wauchula	$37,401.00	0.00%	Build	Options
Northern	Primary	Garber Chrysler Dodge Truck, Inc.	$35,994.00	0.00%	Build	Options
	Alternate	Alan Jay Chrysler Jeep Dodge of Wauchula	$37,301.00	0.00%	Build	Options
Central	Primary	Garber Chrysler Dodge Truck, Inc.	$36,044.00	0.00%	Build	Options
	Alternate	Alan Jay Chrysler Jeep Dodge of Wauchula	$37,201.00	0.00%	Build	Options
Southern	Primary	Garber Chrysler Dodge Truck, Inc.	$36,094.00	0.00%	Build	Options
	Alternate	Alan Jay Chrysler Jeep Dodge of Wauchula	$37,301.00	0.00%	Build	Options

Bid Award

Contract: FSA22-VEL30.0, Pursuit, Administrative and Other Vehicles (Light Vehicles)

Group: Pursuit Rated & Pursuit Hybrid Vehicles

Item: 223, Dodge, Durango Pursuit Utility - V6 - AWD, WDEE75

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Garber Chrysler Dodge Truck, Inc.	$39,356.00	0.00%	Build	Options
	Alternate	Alan Jay Chrysler Jeep Dodge of Wauchula	$40,678.00	0.00%	Build	Options
Northern	Primary	Garber Chrysler Dodge Truck, Inc.	$39,156.00	0.00%	Build	Options
	Alternate	Alan Jay Chrysler Jeep Dodge of Wauchula	$40,578.00	0.00%	Build	Options
Central	Primary	Garber Chrysler Dodge Truck, Inc.	$39,256.00	0.00%	Build	Options
	Alternate	Alan Jay Chrysler Jeep Dodge of Wauchula	$40,478.00	0.00%	Build	Options
Southern	Primary	Garber Chrysler Dodge Truck, Inc.	$39,356.00	0.00%	Build	Options
	Alternate	Alan Jay Chrysler Jeep Dodge of Wauchula	$40,578.00	0.00%	Build	Options

Bid Award

Contract: FSA22-VEL30.0, Pursuit, Administrative and Other Vehicles (Light Vehicles)

Group: Pursuit Rated & Pursuit Hybrid Vehicles

Item: 224, Dodge, Durango Pursuit Utility - V8 - AWD, WDEE75

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Garber Chrysler Dodge Truck, Inc.	$41,978.00	0.00%	Build	Options
	Alternate	Alan Jay Chrysler Jeep Dodge of Wauchula	$43,416.00	0.00%	Build	Options
Northern	Primary	Garber Chrysler Dodge Truck, Inc.	$41,778.00	0.00%	Build	Options
	Alternate	Alan Jay Chrysler Jeep Dodge of Wauchula	$43,316.00	0.00%	Build	Options
Central	Primary	Garber Chrysler Dodge Truck, Inc.	$41,878.00	0.00%	Build	Options
	Alternate	Alan Jay Chrysler Jeep Dodge of Wauchula	$43,216.00	0.00%	Build	Options
Southern	Primary	Garber Chrysler Dodge Truck, Inc.	$41,978.00	0.00%	Build	Options
	Alternate	Alan Jay Chrysler Jeep Dodge of Wauchula	$43,316.00	0.00%	Build	Options

Bid Award

Contract: FSA22-VEL30.0, Pursuit, Administrative and Other Vehicles (Light Vehicles)

Group: Pursuit Rated & Pursuit Hybrid Vehicles

Item: 225, Ford, Interceptor Utility AWD Hybrid 3.3L, K8A

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Garber Ford Inc	$43,760.00	0.00%	Build	Options
	Alternate	BOZARD FORD	$43,888.00	0.00%	Build	Options
	Alternate	Duval Ford LLC	$43,906.00	0.00%	Build	Options
Northern	Primary	Duval Ford LLC	$43,710.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	$43,760.00	0.00%	Build	Options
	Alternate	BOZARD FORD	$43,788.00	0.00%	Build	Options
Central	Primary	Garber Ford Inc	$43,810.00	0.00%	Build	Options
	Alternate	BOZARD FORD	$43,888.00	0.00%	Build	Options
	Alternate	Duval Ford LLC	$43,906.00	0.00%	Build	Options
Southern	Primary	BOZARD FORD	$43,888.00	0.00%	Build	Options
	Alternate	Duval Ford LLC	$43,906.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	$43,910.00	0.00%	Build	Options

Bid Award

Contract: FSA22-VEL30.0, Pursuit, Administrative and Other Vehicles (Light Vehicles)

Group: Pursuit Rated & Pursuit Hybrid Vehicles

Item: 226, Ford, Interceptor Utility AWD 3.3L Gas, K8A

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Garber Ford Inc	$41,202.00	0.00%	Build	Options
	Alternate	Duval Ford LLC	$41,361.00	0.00%	Build	Options
	Alternate	BOZARD FORD	$41,362.00	0.00%	Build	Options
Northern	Primary	Duval Ford LLC	$41,165.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	$41,202.00	0.00%	Build	Options
	Alternate	BOZARD FORD	$41,262.00	0.00%	Build	Options
Central	Primary	Garber Ford Inc	$41,227.00	0.00%	Build	Options
	Alternate	Duval Ford LLC	$41,361.00	0.00%	Build	Options
	Alternate	BOZARD FORD	$41,362.00	0.00%	Build	Options
Southern	Primary	Garber Ford Inc	$41,352.00	0.00%	Build	Options
	Alternate	Duval Ford LLC	$41,361.00	0.00%	Build	Options
	Alternate	BOZARD FORD	$41,362.00	0.00%	Build	Options

Bid Award

Contract: FSA22-VEL30.0, Pursuit, Administrative and Other Vehicles (Light Vehicles)

Group: Pursuit Rated & Pursuit Hybrid Vehicles

Item: 227, Ford, Interceptor Utility AWD 3.0L EcoBoost, K8A

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Garber Ford Inc	$44,622.00	0.00%	Build	Options
	Alternate	BOZARD FORD	$44,736.00	0.00%	Build	Options
	Alternate	Duval Ford LLC	$44,759.00	0.00%	Build	Options
Northern	Primary	Duval Ford LLC	$44,563.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	$44,622.00	0.00%	Build	Options
	Alternate	BOZARD FORD	$44,636.00	0.00%	Build	Options
Central	Primary	Garber Ford Inc	$44,722.00	0.00%	Build	Options
	Alternate	BOZARD FORD	$44,736.00	0.00%	Build	Options
	Alternate	Duval Ford LLC	$44,759.00	0.00%	Build	Options
Southern	Primary	BOZARD FORD	$44,736.00	0.00%	Build	Options
	Alternate	Duval Ford LLC	$44,759.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	$44,772.00	0.00%	Build	Options

Bid Award

Contract: FSA22-VEL30.0, Pursuit, Administrative and Other Vehicles (Light Vehicles)

Group: Pursuit Rated & Pursuit Hybrid Vehicles

Item: 228, Ford, Police Responder F-150 Crew Cab 4x4, W1P

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Garber Ford Inc	$42,843.00	0.00%	Build	Options
	Alternate	BOZARD FORD	$43,040.00	0.00%	Build	Options
	Alternate	Duval Ford LLC	$43,045.00	0.00%	Build	Options
Northern	Primary	Garber Ford Inc	$42,843.00	0.00%	Build	Options
	Alternate	Duval Ford LLC	$42,995.00	0.00%	Build	Options
	Alternate	BOZARD FORD	$43,040.00	0.00%	Build	Options
Central	Primary	Garber Ford Inc	$42,943.00	0.00%	Build	Options
	Alternate	BOZARD FORD	$43,040.00	0.00%	Build	Options
	Alternate	Duval Ford LLC	$43,045.00	0.00%	Build	Options
Southern	Primary	Garber Ford Inc	$42,993.00	0.00%	Build	Options
	Alternate	BOZARD FORD	$43,040.00	0.00%	Build	Options
	Alternate	Duval Ford LLC	$43,045.00	0.00%	Build	Options

FSA22-VEL30.0
Item Group Descriptions

The following items will be factory installed on the base vehicle/equipment to meet the model number and build codes of the vehicle listed.

Item Group:

- Pursuit Rated Motorcycles

FSA Item Group Description

- Standard Manufacturer Equipment and Specifications, plus the following if not already included in manufacturer standard equipment and base specifications:
- ENGINE: Manufacturer`s standard gas engine, alternator, battery and cooling package.
- TRANSMISSION/AXLES: Manufacturer`s standard automatic transmission; Manufacturer`s standard drive axle ratio for engine and transmission combination.
- PERFORMANCE ITEMS: Manufacturer`s standard power steering; Manufacturer`s standard gauges.
- COMFORT ITEMS: Standard issue 2 keys and/or fobs; Manufacturer`s standard production seats. Purchaser will select color at time of order.
- SAFETY ITEMS: Dual mount outside mirrors to provide field of vision
- BRAKES: anti-lock brake ABS system.
- TIRES AND WHEELS: Manufacturer`s standard tires and wheels.

Bid Award

Contract: FSA22-VEL30.0, Pursuit, Administrative and Other Vehicles (Light Vehicles)

Group: Pursuit Rated Motorcycles

Item: 237, Harley Davidson, Electra Glide, FLHTP

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Alligator Alley Harley-Davidson	$17,750.00	0.00%	Build	Options
	Alternate	Rossmeyer Daytona Motorcycles Inc	$19,750.00	0.00%	Build	Options
Northern	Primary	Alligator Alley Harley-Davidson	$17,500.00	0.00%	Build	Options
	Alternate	Rossmeyer Daytona Motorcycles Inc	$19,500.00	0.00%	Build	Options
Central	Primary	Alligator Alley Harley-Davidson	$17,500.00	0.00%	Build	Options
	Alternate	Rossmeyer Daytona Motorcycles Inc	$19,500.00	0.00%	Build	Options
Southern	Primary	Alligator Alley Harley-Davidson	$17,750.00	0.00%	Build	Options
	Alternate	Rossmeyer Daytona Motorcycles Inc	$19,750.00	0.00%	Build	Options

Bid Award

Contract: FSA22-VEL30.0, Pursuit, Administrative and Other Vehicles (Light Vehicles)

Group: Pursuit Rated Motorcycles

Item: 238, Harley Davidson, Road King, FLHP

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Alligator Alley Harley-Davidson	$16,900.00	0.00%	Build	Options
	Alternate	Rossmeyer Daytona Motorcycles Inc	$19,000.00	0.00%	Build	Options
Northern	Primary	Alligator Alley Harley-Davidson	$16,750.00	0.00%	Build	Options
	Alternate	Rossmeyer Daytona Motorcycles Inc	$18,750.00	0.00%	Build	Options
Central	Primary	Alligator Alley Harley-Davidson	$16,750.00	0.00%	Build	Options
	Alternate	Rossmeyer Daytona Motorcycles Inc	$18,750.00	0.00%	Build	Options
Southern	Primary	Alligator Alley Harley-Davidson	$16,900.00	0.00%	Build	Options
	Alternate	Rossmeyer Daytona Motorcycles Inc	$19,000.00	0.00%	Build	Options

FSA22-VEL30.0
Item Group Descriptions

The following items will be factory installed on the base vehicle/equipment to meet the model number and build codes of the vehicle listed.

Item Group:

- Special Service Vehicles

FSA Item Group Description

- Standard Manufacturer Equipment and Specifications, plus the following if not already included in manufacturer standard equipment and base specifications:
- ENGINE: Manufacturer`s standard gas engine, alternator, battery and cooling package.
- TRANSMISSION/AXLES: Manufacturer`s standard automatic transmission; Manufacturer`s standard drive axle ratio for engine and transmission combination.
- PERFORMANCE ITEMS: Manufacturer`s standard power steering; Manufacturer`s standard gauges.
- COMFORT ITEMS: Air conditioning; Standard issue 2 keys and/or fobs and 2 additional keys/fobs; Manufacturer`s standard AM/FM stereo; Heavy duty rubber floor covering instead of carpet; Manufacturer`s standard production seats. Purchaser will select color at time of order.
- SAFETY ITEMS: Dual mount outside mirrors to provide field of vision dome lights with left and right door activated switches; Manufacturer`s standard air bags. Standard driver side LED Spotlight
- BRAKES: Fourwheel anti-lock brake ABS system.
- TIRES AND WHEELS: Manufacturer`s standard tires and wheels.

Bid Award

Contract: FSA22-VEL30.0, Pursuit, Administrative and Other Vehicles (Light Vehicles)

Group: Special Service Vehicles

Item: 239, Chevrolet, Tahoe 4x4 SSV 21, CK10706/5W4

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Starke Motorcars, LLC	$39,628.00	0.00%	Build	Options
	Alternate	Garber Chevrolet Buick GMC, Inc.	$39,986.00	0.00%	Build	Options
Northern	Primary	Starke Motorcars, LLC	$39,628.00	0.00%	Build	Options
	Alternate	Garber Chevrolet Buick GMC, Inc.	$39,786.00	0.00%	Build	Options
Central	Primary	Starke Motorcars, LLC	$39,628.00	0.00%	Build	Options
	Alternate	Garber Chevrolet Buick GMC, Inc.	$39,886.00	0.00%	Build	Options
	Alternate	Auto Nation Chevrolet Pembroke Pines	$42,705.00	0.00%	Build	
Southern	Primary	Starke Motorcars, LLC	$39,728.00	0.00%	Build	Options
	Alternate	Garber Chevrolet Buick GMC, Inc.	$39,986.00	0.00%	Build	Options
	Alternate	Auto Nation Chevrolet Pembroke Pines	$42,405.00	0.00%	Build	

Bid Award

Contract: FSA22-VEL30.0, Pursuit, Administrative and Other Vehicles (Light Vehicles)

Group: Special Service Vehicles

Item: 240, Chevrolet, Silverado 1500 Special Service Vehicle 4x4, CK10543/5W4

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Starke Motorcars, LLC	$38,588.00	0.00%	Build	Options
	Alternate	Garber Chevrolet Buick GMC, Inc.	$39,676.00	0.00%	Build	Options
Northern	Primary	Starke Motorcars, LLC	$38,588.00	0.00%	Build	Options
	Alternate	Garber Chevrolet Buick GMC, Inc.	$39,476.00	0.00%	Build	Options
Central	Primary	Starke Motorcars, LLC	$38,588.00	0.00%	Build	Options
	Alternate	Garber Chevrolet Buick GMC, Inc.	$39,576.00	0.00%	Build	Options
Southern	Primary	Starke Motorcars, LLC	$38,688.00	0.00%	Build	Options
	Alternate	Garber Chevrolet Buick GMC, Inc.	$39,676.00	0.00%	Build	Options

Bid Award

Contract: FSA22-VEL30.0, Pursuit, Administrative and Other Vehicles (Light Vehicles)

Group: Special Service Vehicles

Item: 241, Chevrolet, Silverado 1500 Special Service Vehicle 4x2, CC10543/5W4

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Starke Motorcars, LLC	$36,404.00	0.00%	Build	Options
	Alternate	Garber Chevrolet Buick GMC, Inc.	$37,186.00	0.00%	Build	Options
Northern	Primary	Starke Motorcars, LLC	$36,404.00	0.00%	Build	Options
	Alternate	Garber Chevrolet Buick GMC, Inc.	$36,986.00	0.00%	Build	Options
Central	Primary	Starke Motorcars, LLC	$36,404.00	0.00%	Build	Options
	Alternate	Garber Chevrolet Buick GMC, Inc.	$37,086.00	0.00%	Build	Options
Southern	Primary	Starke Motorcars, LLC	$36,504.00	0.00%	Build	Options
	Alternate	Garber Chevrolet Buick GMC, Inc.	$37,186.00	0.00%	Build	Options

Bid Award

Contract: FSA22-VEL30.0, Pursuit, Administrative and Other Vehicles (Light Vehicles)

Group: Special Service Vehicles

Item: 242, Ford, Expedition SSV 4x2, U1F/102A

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Garber Ford Inc	$46,380.00	0.00%	Build	Options
	Alternate	Duval Ford LLC	$46,461.00	0.00%	Build	Options
	Alternate	BOZARD FORD	$46,506.00	0.00%	Build	Options
Northern	Primary	Garber Ford Inc	$46,230.00	0.00%	Build	Options
	Alternate	Duval Ford LLC	$46,461.00	0.00%	Build	Options
	Alternate	BOZARD FORD	$46,506.00	0.00%	Build	Options
Central	Primary	Garber Ford Inc	$46,330.00	0.00%	Build	Options
	Alternate	Duval Ford LLC	$46,461.00	0.00%	Build	Options
	Alternate	BOZARD FORD	$46,506.00	0.00%	Build	Options
Southern	Primary	Garber Ford Inc	$46,380.00	0.00%	Build	Options
	Alternate	Duval Ford LLC	$46,461.00	0.00%	Build	Options
	Alternate	BOZARD FORD	$46,506.00	0.00%	Build	Options

Bid Award

Contract: FSA22-VEL30.0, Pursuit, Administrative and Other Vehicles (Light Vehicles)

Group: Special Service Vehicles

Item: 243, Ford, F-150 Special Service Vehicle 4x2, W1E/66S

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Duval Ford LLC	$40,613.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	$40,838.00	0.00%	Build	Options
	Alternate	BOZARD FORD	$40,977.00	0.00%	Build	Options
Northern	Primary	Duval Ford LLC	$40,613.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	$40,788.00	0.00%	Build	Options
	Alternate	BOZARD FORD	$40,977.00	0.00%	Build	Options
Central	Primary	Duval Ford LLC	$40,613.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	$40,888.00	0.00%	Build	Options
	Alternate	BOZARD FORD	$40,977.00	0.00%	Build	Options
Southern	Primary	Duval Ford LLC	$40,613.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	$40,938.00	0.00%	Build	Options
	Alternate	BOZARD FORD	$40,977.00	0.00%	Build	Options

Bid Award

Contract: FSA22-VEL30.0, Pursuit, Administrative and Other Vehicles (Light Vehicles)

Group: Special Service Vehicles

Item: 244, Ford, F-150 Special Service Vehicle Super Crew 4x2, W1S/66S

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Duval Ford LLC	$37,404.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	$37,729.00	0.00%	Build	Options
	Alternate	BOZARD FORD	$37,792.00	0.00%	Build	Options
Northern	Primary	Duval Ford LLC	$37,404.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	$37,579.00	0.00%	Build	Options
	Alternate	BOZARD FORD	$37,792.00	0.00%	Build	Options
Central	Primary	Duval Ford LLC	$37,404.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	$37,679.00	0.00%	Build	Options
	Alternate	BOZARD FORD	$37,792.00	0.00%	Build	Options
Southern	Primary	Duval Ford LLC	$37,404.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	$37,729.00	0.00%	Build	Options
	Alternate	BOZARD FORD	$37,792.00	0.00%	Build	Options

Bid Award

Contract: FSA22-VEL30.0, Pursuit, Administrative and Other Vehicles (Light Vehicles)

Group: Special Service Vehicles

Item: 245, Ram, 1500 RAM V8 Special Service Vehicle 4x4, DS6T98

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Garber Chrysler Dodge Truck, Inc.	$37,198.00	0.00%	Build	Options
	Alternate	Alan Jay Chrysler Jeep Dodge of Wauchula	$38,792.00	0.00%	Build	
Northern	Primary	Garber Chrysler Dodge Truck, Inc.	$36,998.00	0.00%	Build	Options
	Alternate	Alan Jay Chrysler Jeep Dodge of Wauchula	$38,692.00	0.00%	Build	
Central	Primary	Garber Chrysler Dodge Truck, Inc.	$37,098.00	0.00%	Build	Options
	Alternate	Alan Jay Chrysler Jeep Dodge of Wauchula	$38,592.00	0.00%	Build	
Southern	Primary	Garber Chrysler Dodge Truck, Inc.	$37,298.00	0.00%	Build	Options
	Alternate	Alan Jay Chrysler Jeep Dodge of Wauchula	$38,692.00	0.00%	Build	

FSA22-VEL30.0
Item Group Descriptions

The following items will be factory installed on the base vehicle/equipment to meet the model number and build codes of the vehicle listed.

Item Group:

- Utility & Hybrid Utility Vehicles - 4X2

FSA Item Group Description

- Standard Manufacturer Equipment and Specifications, plus the following if not already included in manufacturer standard equipment and base specifications.
- ENGINE: Manufacturer`s standard gas engine, alternator, battery and cooling package.
- TRANSMISSION/AXLES: Manufacturer`s standard automatic transmission; Manufacturer`s standard drive axle ratio for engine and transmission combination.
- PERFORMANCE ITEMS: Manufacturer`s standard power steering; Manufacturer`s standard gauges.
- COMFORT ITEMS: Air conditioning; standard issue 2 keys and/or fobs; Manufacturer`s standard AM/FM stereo; Manufacturer standard floor covering; Manufacturer`s standard production seats. Purchaser will select color at time of order.
- SAFETY ITEMS: Dual mount outside mirrors to provide field of vision dome lights with left and right door activated switches; Manufacturer`s standard air bags.
- BRAKES: Fourwheel anti-lock brake ABS system.
- TIRES AND WHEELS: Manufacturer`s standard tires and wheels.

Bid Award

Contract: FSA22-VEL30.0, Pursuit, Administrative and Other Vehicles (Light Vehicles)

Group: Utility & Hybrid Utility Vehicles - 4X2

Item: 249, Chevrolet, Suburban 4x2 1FL, CC10906

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Garber Chevrolet Buick GMC, Inc.	$43,944.00	0.00%	Build	Options
	Alternate	Starke Motorcars, LLC	$44,163.00	0.00%	Build	Options
Northern	Primary	Garber Chevrolet Buick GMC, Inc.	$43,744.00	0.00%	Build	Options
	Alternate	Starke Motorcars, LLC	$44,163.00	0.00%	Build	Options
Central	Primary	Garber Chevrolet Buick GMC, Inc.	$43,844.00	0.00%	Build	Options
	Alternate	Starke Motorcars, LLC	$44,163.00	0.00%	Build	Options
Southern	Primary	Garber Chevrolet Buick GMC, Inc.	$43,944.00	0.00%	Build	Options
	Alternate	Starke Motorcars, LLC	$44,233.00	0.00%	Build	Options

Bid Award

Contract: FSA22-VEL30.0, Pursuit, Administrative and Other Vehicles (Light Vehicles)

Group: Utility & Hybrid Utility Vehicles - 4X2

Item: 250, Chevrolet, Tahoe 4x2 1FL, CC10706

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Starke Motorcars, LLC	$41,205.00	0.00%	Build	Options
	Alternate	Garber Chevrolet Buick GMC, Inc.	$41,426.00	0.00%	Build	Options
	Alternate	Stingray Chevrolet	$43,496.00	0.00%	Build	Options
Northern	Primary	Starke Motorcars, LLC	$41,205.00	0.00%	Build	Options
	Alternate	Garber Chevrolet Buick GMC, Inc.	$41,226.00	0.00%	Build	Options
	Alternate	Stingray Chevrolet	$43,296.00	0.00%	Build	Options
Central	Primary	Starke Motorcars, LLC	$41,205.00	0.00%	Build	Options
	Alternate	Garber Chevrolet Buick GMC, Inc.	$41,326.00	0.00%	Build	Options
	Alternate	Stingray Chevrolet	$43,268.00	0.00%	Build	Options
Southern	Primary	Starke Motorcars, LLC	$41,301.00	0.00%	Build	Options
	Alternate	Garber Chevrolet Buick GMC, Inc.	$41,426.00	0.00%	Build	Options
	Alternate	Stingray Chevrolet	$43,526.00	0.00%	Build	Options

Bid Award

Contract: FSA22-VEL30.0, Pursuit, Administrative and Other Vehicles (Light Vehicles)

Group: Utility & Hybrid Utility Vehicles - 4X2

Item: 251, Chevrolet, Equinox LS FWD, 1XP26

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western						
Northern						
Central						
Southern	Primary	Auto Nation Chevrolet Pembroke Pines	$23,577.00	0.00%	Build	

Bid Award

Contract: FSA22-VEL30.0, Pursuit, Administrative and Other Vehicles (Light Vehicles)

Group: Utility & Hybrid Utility Vehicles - 4X2

Item: 252, Chevrolet, Traverse LS FWD, 1NB56

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Garber Chevrolet Buick GMC, Inc.	$27,036.00	0.00%	Build	Options
Northern	Primary	Garber Chevrolet Buick GMC, Inc.	$26,836.00	0.00%	Build	Options
Central	Primary	Garber Chevrolet Buick GMC, Inc.	$26,936.00	0.00%	Build	Options
Southern	Primary Alternate	Garber Chevrolet Buick GMC, Inc. Auto Nation Chevrolet Pembroke Pines	$27,036.00 $28,746.00	0.00% 0.00%	Build Build	Options

Bid Award

Contract: FSA22-VEL30.0, Pursuit, Administrative and Other Vehicles (Light Vehicles)

Group: Utility & Hybrid Utility Vehicles - 4X2

Item: 253, Dodge, Durango SXT RWD, WDDL75

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	STEP ONE AUTOMOTIVE GROUP	$39,350.00	1.00%	Build	Options
Northern						
Central						
Southern						

Bid Award

Contract: FSA22-VEL30.0, Pursuit, Administrative and Other Vehicles (Light Vehicles)

Group: Utility & Hybrid Utility Vehicles - 4X2

Item: 255, Ford, Escape S FWD, U0F

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Duval Ford LLC	$25,351.00	0.00%	Build	Options
	Alternate	BOZARD FORD	$25,792.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	$25,835.00	0.00%	Build	Options
Northern	Primary	Duval Ford LLC	$25,344.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	$25,685.00	0.00%	Build	Options
	Alternate	BOZARD FORD	$25,792.00	0.00%	Build	Options
Central	Primary	Duval Ford LLC	$25,351.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	$25,785.00	0.00%	Build	Options
	Alternate	BOZARD FORD	$25,792.00	0.00%	Build	Options
Southern	Primary	Duval Ford LLC	$25,351.00	0.00%	Build	Options
	Alternate	BOZARD FORD	$25,792.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	$25,835.00	0.00%	Build	Options

Bid Award

Contract: FSA22-VEL30.0, Pursuit, Administrative and Other Vehicles (Light Vehicles)

Group: Utility & Hybrid Utility Vehicles - 4X2

Item: 256, Ford, Escape SE FWD, U0G

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Duval Ford LLC	$26,312.00	0.00%	Build	Options
	Alternate	BOZARD FORD	$26,746.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	$26,845.00	0.00%	Build	Options
Northern	Primary	Duval Ford LLC	$26,267.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	$26,695.00	0.00%	Build	Options
	Alternate	BOZARD FORD	$26,746.00	0.00%	Build	Options
Central	Primary	Duval Ford LLC	$26,312.00	0.00%	Build	Options
	Alternate	BOZARD FORD	$26,746.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	$26,795.00	0.00%	Build	Options
Southern	Primary	Duval Ford LLC	$26,312.00	0.00%	Build	Options
	Alternate	BOZARD FORD	$26,746.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	$26,845.00	0.00%	Build	Options

Bid Award

Contract: FSA22-VEL30.0, Pursuit, Administrative and Other Vehicles (Light Vehicles)

Group: Utility & Hybrid Utility Vehicles - 4X2

Item: 257, Ford, Escape SE Hybrid, U0B

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Duval Ford LLC	$27,513.00	0.00%	Build	Options
	Alternate	BOZARD FORD	$27,945.00	0.00%	Build	Options
	Alternate	STEP ONE AUTOMOTIVE GROUP	$28,899.00	0.00%	Build	Options
Northern	Primary	Duval Ford LLC	$27,468.00	0.00%	Build	Options
	Alternate	BOZARD FORD	$27,945.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	$29,811.00	0.00%	Build	Options
Central	Primary	Duval Ford LLC	$27,513.00	0.00%	Build	Options
	Alternate	BOZARD FORD	$27,945.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	$29,911.00	0.00%	Build	Options
Southern	Primary	Duval Ford LLC	$27,513.00	0.00%	Build	Options
	Alternate	BOZARD FORD	$27,945.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	$29,961.00	0.00%	Build	Options

Bid Award

Contract: FSA22-VEL30.0, Pursuit, Administrative and Other Vehicles (Light Vehicles)

Group: Utility & Hybrid Utility Vehicles - 4X2

Item: 258, Ford, Expedition MAX XL 4x2, K1F/100A

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Duval Ford LLC	$50,284.00	0.00%	Build	Options
	Alternate	STEP ONE AUTOMOTIVE GROUP	$50,395.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	$50,494.00	0.00%	Build	Options
Northern	Primary	Duval Ford LLC	$50,284.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	$50,344.00	0.00%	Build	Options
	Alternate	BOZARD FORD	$51,100.00	0.00%	Build	Options
Central	Primary	Duval Ford LLC	$50,284.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	$50,444.00	0.00%	Build	Options
	Alternate	BOZARD FORD	$51,100.00	0.00%	Build	Options
Southern	Primary	Duval Ford LLC	$50,284.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	$50,494.00	0.00%	Build	Options
	Alternate	BOZARD FORD	$51,100.00	0.00%	Build	Options

Bid Award

Contract: FSA22-VEL30.0, Pursuit, Administrative and Other Vehicles (Light Vehicles)

Group: Utility & Hybrid Utility Vehicles - 4X2

Item: 259, Ford, Expedition XL 4X2, U1F/100A

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Duval Ford LLC	$47,525.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	$47,685.00	0.00%	Build	Options
	Alternate	STEP ONE AUTOMOTIVE GROUP	$47,685.00	1.00%	Build	Options
	Alternate	BOZARD FORD	$48,363.00	0.00%	Build	Options
Northern	Primary	Duval Ford LLC	$47,525.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	$47,535.00	0.00%	Build	Options
	Alternate	BOZARD FORD	$48,363.00	0.00%	Build	Options
Central	Primary	Duval Ford LLC	$47,525.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	$47,635.00	0.00%	Build	Options
	Alternate	BOZARD FORD	$48,363.00	0.00%	Build	Options
Southern	Primary	Duval Ford LLC	$47,525.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	$47,685.00	0.00%	Build	Options
	Alternate	BOZARD FORD	$48,363.00	0.00%	Build	Options

Bid Award

Contract: FSA22-VEL30.0, Pursuit, Administrative and Other Vehicles (Light Vehicles)

Group: Utility & Hybrid Utility Vehicles - 4X2

Item: 260, Ford, Explorer XL RWD, K7B

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Duval Ford LLC	$33,454.00	0.00%	Build	Options
	Alternate	STEP ONE AUTOMOTIVE GROUP	$33,520.00	1.00%	Build	Options
	Alternate	BOZARD FORD	$33,570.00	0.00%	Build	Options
Northern	Primary	Duval Ford LLC	$33,314.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	$33,475.00	0.00%	Build	Options
	Alternate	BOZARD FORD	$33,570.00	0.00%	Build	Options
Central	Primary	Duval Ford LLC	$33,454.00	0.00%	Build	Options
	Alternate	BOZARD FORD	$33,570.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	$33,575.00	0.00%	Build	Options
Southern	Primary	Duval Ford LLC	$33,514.00	0.00%	Build	Options
	Alternate	BOZARD FORD	$33,570.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	$33,625.00	0.00%	Build	Options

Bid Award

Contract: FSA22-VEL30.0, Pursuit, Administrative and Other Vehicles (Light Vehicles)

Group: Utility & Hybrid Utility Vehicles - 4X2

Item: 261, Ford, Explorer XLT RWD, K7D

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	STEP ONE AUTOMOTIVE GROUP	$34,725.00	1.00%	Build	Options
	Alternate	Duval Ford LLC	$34,748.00	0.00%	Build	Options
	Alternate	BOZARD FORD	$34,854.00	0.00%	Build	Options
Northern	Primary	Duval Ford LLC	$34,608.00	0.00%	Build	Options
	Alternate	BOZARD FORD	$34,854.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	$34,865.00	0.00%	Build	Options
Central	Primary	Duval Ford LLC	$34,748.00	0.00%	Build	Options
	Alternate	BOZARD FORD	$34,854.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	$34,965.00	0.00%	Build	Options
Southern	Primary	Duval Ford LLC	$34,808.00	0.00%	Build	Options
	Alternate	BOZARD FORD	$34,854.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	$35,015.00	0.00%	Build	Options

Bid Award

Contract: FSA22-VEL30.0, Pursuit, Administrative and Other Vehicles (Light Vehicles)

Group: Utility & Hybrid Utility Vehicles - 4X2

Item: 263, GMC, Terrain SLE FWD, TXL26

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Garber Chevrolet Buick GMC, Inc.	$22,796.00	0.00%	Build	Options
Northern	Primary	Garber Chevrolet Buick GMC, Inc.	$22,596.00	0.00%	Build	Options
Central	Primary	Garber Chevrolet Buick GMC, Inc.	$22,696.00	0.00%	Build	Options
Southern	Primary	Garber Chevrolet Buick GMC, Inc.	$22,796.00	0.00%	Build	Options

Bid Award

Contract: FSA22-VEL30.0, Pursuit, Administrative and Other Vehicles (Light Vehicles)

Group: Utility & Hybrid Utility Vehicles - 4X2

Item: 276, Jeep, Grand Cherokee Laredo 4X2, WLTH74

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	STEP ONE AUTOMOTIVE GROUP	$39,799.00	0.00%	Build	Options
	Alternate	Garber Chrysler Dodge Truck, Inc.	$40,268.00	0.00%	Build	Options
	Alternate	Alan Jay Chrysler Jeep Dodge of Wauchula	$40,925.00	0.00%	Build	
Northern	Primary	Garber Chrysler Dodge Truck, Inc.	$40,068.00	0.00%	Build	Options
	Alternate	Alan Jay Chrysler Jeep Dodge of Wauchula	$40,825.00	0.00%	Build	
Central	Primary	Garber Chrysler Dodge Truck, Inc.	$40,168.00	0.00%	Build	Options
	Alternate	Alan Jay Chrysler Jeep Dodge of Wauchula	$40,725.00	0.00%	Build	
Southern	Primary	Garber Chrysler Dodge Truck, Inc.	$40,268.00	0.00%	Build	Options
	Alternate	Alan Jay Chrysler Jeep Dodge of Wauchula	$40,825.00	0.00%	Build	

Bid Award

Contract: FSA22-VEL30.0, Pursuit, Administrative and Other Vehicles (Light Vehicles)

Group: Utility & Hybrid Utility Vehicles - 4X2

Item: 278, Nissan, Armada SV 4X2, 26113

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	DeLand Truck Center, Inc.	$50,747.00	0.00%	Build	Options
Northern	Primary	DeLand Truck Center, Inc.	$50,624.00	0.00%	Build	Options
Central	Primary	DeLand Truck Center, Inc.	$50,628.00	0.00%	Build	Options
Southern	Primary	DeLand Truck Center, Inc.	$50,797.00	0.00%	Build	Options

FSA22-VEL30.0
Item Group Descriptions

The following items will be factory installed on the base vehicle/equipment to meet the model number and build codes of the vehicle listed.

Item Group:

- Utility & Hybrid Utility Vehicles - 4X4 and AWD

FSA Item Group Description

- Standard Manufacturer Equipment and Specifications, plus the following if not already included in manufacturer standard equipment and base specifications:
- ENGINE: Manufacturer`s standard gas engine, alternator, battery and cooling package.
- TRANSMISSION/AXLES: Manufacturer`s standard automatic transmission; Manufacturer`s standard drive axle ratio for engine and transmission combination. Limited slip differential if available.
- PERFORMANCE ITEMS: Manufacturer`s standard power steering; Manufacturer`s standard gauges.
- COMFORT ITEMS: Air conditioning; standard issue 2 keys and/or fobs; Manufacturer`s standard AM/FM stereo; Manufacturer standard floor covering; Manufacturer`s standard production seats. Purchaser will select color at time of order.
- SAFETY ITEMS: Dual mount outside mirrors to provide field of vision dome lights with left and right door activated switches; Manufacturer`s standard air bags.
- BRAKES: Fourwheel anti-lock brake ABS system.
- TIRES AND WHEELS: Manufacturer`s standard tires and wheels.

Bid Award

Contract: FSA22-VEL30.0, Pursuit, Administrative and Other Vehicles (Light Vehicles)

Group: Utility & Hybrid Utility Vehicles - 4X4 and AWD

Item: 288, Ford, Bronco Sport, R9A

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Duval Ford LLC	$28,247.00	0.00%	Build	Options
	Alternate	BOZARD FORD	$28,346.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	$28,370.00	0.00%	Build	Options
Northern	Primary	Duval Ford LLC	$28,041.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	$28,220.00	0.00%	Build	Options
	Alternate	BOZARD FORD	$28,346.00	0.00%	Build	Options
Central	Primary	Duval Ford LLC	$28,247.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	$28,320.00	0.00%	Build	Options
	Alternate	BOZARD FORD	$28,346.00	0.00%	Build	Options
Southern	Primary	Duval Ford LLC	$28,247.00	0.00%	Build	Options
	Alternate	BOZARD FORD	$28,346.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	$28,370.00	0.00%	Build	Options

Bid Award

Contract: FSA22-VEL30.0, Pursuit, Administrative and Other Vehicles (Light Vehicles)

Group: Utility & Hybrid Utility Vehicles - 4X4 and AWD

Item: 290, Chevrolet, Suburban 4x4 1FL 21MY, CK10906

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Garber Chevrolet Buick GMC, Inc.	$46,713.00	0.00%	Build	Options
	Alternate	Starke Motorcars, LLC	$47,178.00	0.00%	Build	Options
Northern	Primary	Garber Chevrolet Buick GMC, Inc.	$46,513.00	0.00%	Build	Options
	Alternate	Starke Motorcars, LLC	$47,178.00	0.00%	Build	Options
Central	Primary	Garber Chevrolet Buick GMC, Inc.	$46,613.00	0.00%	Build	Options
	Alternate	Starke Motorcars, LLC	$47,178.00	0.00%	Build	Options
Southern	Primary	Garber Chevrolet Buick GMC, Inc.	$46,713.00	0.00%	Build	Options
	Alternate	Starke Motorcars, LLC	$47,228.00	0.00%	Build	Options

Bid Award

Contract: FSA22-VEL30.0, Pursuit, Administrative and Other Vehicles (Light Vehicles)

Group: Utility & Hybrid Utility Vehicles - 4X4 and AWD

Item: 291, Chevrolet, Tahoe 4x4 1FL 21, CK10706

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Starke Motorcars, LLC	$44,158.00	0.00%	Build	Options
	Alternate	Garber Chevrolet Buick GMC, Inc.	$44,194.00	0.00%	Build	Options
	Alternate	Stingray Chevrolet	$47,136.00	0.00%	Build	Options
Northern	Primary	Garber Chevrolet Buick GMC, Inc.	$43,994.00	0.00%	Build	Options
	Alternate	Starke Motorcars, LLC	$44,158.00	0.00%	Build	Options
	Alternate	Stingray Chevrolet	$46,986.00	0.00%	Build	Options
Central	Primary	Garber Chevrolet Buick GMC, Inc.	$44,094.00	0.00%	Build	Options
	Alternate	Starke Motorcars, LLC	$44,158.00	0.00%	Build	Options
	Alternate	Stingray Chevrolet	$46,896.00	0.00%	Build	Options
Southern	Primary	Garber Chevrolet Buick GMC, Inc.	$44,194.00	0.00%	Build	Options
	Alternate	Starke Motorcars, LLC	$44,258.00	0.00%	Build	Options
	Alternate	Stingray Chevrolet	$46,976.00	0.00%	Build	Options

Bid Award

Contract: FSA22-VEL30.0, Pursuit, Administrative and Other Vehicles (Light Vehicles)

Group: Utility & Hybrid Utility Vehicles - 4X4 and AWD

Item: 292, Chevrolet, Traverse LS AWD, 1NV56

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Garber Chevrolet Buick GMC, Inc.	$28,696.00	0.00%	Build	Options
Northern	Primary	Garber Chevrolet Buick GMC, Inc.	$28,496.00	0.00%	Build	Options
Central	Primary	Garber Chevrolet Buick GMC, Inc.	$28,596.00	0.00%	Build	Options
Southern	Primary	Garber Chevrolet Buick GMC, Inc.	$28,696.00	0.00%	Build	Options

Bid Award

Contract: FSA22-VEL30.0, Pursuit, Administrative and Other Vehicles (Light Vehicles)

Group: Utility & Hybrid Utility Vehicles - 4X4 and AWD

Item: 293, Dodge, Durango SXT AWD, WDEL75

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	STEP ONE AUTOMOTIVE GROUP	$41,350.00	1.00%	Build	Options
Northern						
Central						
Southern						

Bid Award

Contract: FSA22-VEL30.0, Pursuit, Administrative and Other Vehicles (Light Vehicles)

Group: Utility & Hybrid Utility Vehicles - 4X4 and AWD

Item: 294, Ford, Escape SE AWD, U9G

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Duval Ford LLC	$27,690.00	0.00%	Build	Options
	Alternate	BOZARD FORD	$28,114.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	$28,245.00	0.00%	Build	Options
Northern	Primary	Duval Ford LLC	$27,645.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	$28,095.00	0.00%	Build	Options
	Alternate	BOZARD FORD	$28,114.00	0.00%	Build	Options
Central	Primary	Duval Ford LLC	$27,690.00	0.00%	Build	Options
	Alternate	BOZARD FORD	$28,114.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	$28,195.00	0.00%	Build	Options
Southern	Primary	Duval Ford LLC	$27,690.00	0.00%	Build	Options
	Alternate	BOZARD FORD	$28,114.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	$28,245.00	0.00%	Build	Options

Bid Award

Contract: FSA22-VEL30.0, Pursuit, Administrative and Other Vehicles (Light Vehicles)

Group: Utility & Hybrid Utility Vehicles - 4X4 and AWD

Item: 295, Ford, Escape S AWD, U9F

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Duval Ford LLC	$26,745.00	0.00%	Build	Options
	Alternate	BOZARD FORD	$27,176.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	$27,280.00	0.00%	Build	Options
Northern	Primary	Duval Ford LLC	$26,700.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	$27,130.00	0.00%	Build	Options
	Alternate	BOZARD FORD	$27,176.00	0.00%	Build	Options
Central	Primary	Duval Ford LLC	$26,745.00	0.00%	Build	Options
	Alternate	BOZARD FORD	$27,176.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	$27,230.00	0.00%	Build	Options
Southern	Primary	Duval Ford LLC	$26,745.00	0.00%	Build	Options
	Alternate	BOZARD FORD	$27,176.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	$27,280.00	0.00%	Build	Options

Bid Award

Contract: FSA22-VEL30.0, Pursuit, Administrative and Other Vehicles (Light Vehicles)

Group: Utility & Hybrid Utility Vehicles - 4X4 and AWD

Item: 296, Ford, Escape SE Hybrid AWD, U9B

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Duval Ford LLC	$28,892.00	0.00%	Build	Options
	Alternate	BOZARD FORD	$29,307.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	$29,444.00	0.00%	Build	Options
Northern	Primary	Duval Ford LLC	$28,847.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	$29,294.00	0.00%	Build	Options
	Alternate	BOZARD FORD	$29,307.00	0.00%	Build	Options
Central	Primary	Duval Ford LLC	$28,892.00	0.00%	Build	Options
	Alternate	BOZARD FORD	$29,307.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	$29,394.00	0.00%	Build	Options
Southern	Primary	Duval Ford LLC	$28,892.00	0.00%	Build	Options
	Alternate	BOZARD FORD	$29,307.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	$29,444.00	0.00%	Build	Options

Bid Award

Contract: FSA22-VEL30.0, Pursuit, Administrative and Other Vehicles (Light Vehicles)

Group: Utility & Hybrid Utility Vehicles - 4X4 and AWD

Item: 297, Ford, Escape SEL AWD, U9H

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Duval Ford LLC	$29,874.00	0.00%	Build	Options
	Alternate	BOZARD FORD	$30,281.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	$30,457.00	0.00%	Build	Options
Northern	Primary	Duval Ford LLC	$29,829.00	0.00%	Build	Options
	Alternate	BOZARD FORD	$30,281.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	$30,307.00	0.00%	Build	Options
Central	Primary	Duval Ford LLC	$29,874.00	0.00%	Build	Options
	Alternate	BOZARD FORD	$30,281.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	$30,407.00	0.00%	Build	Options
Southern	Primary	Duval Ford LLC	$29,874.00	0.00%	Build	Options
	Alternate	BOZARD FORD	$30,281.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	$30,457.00	0.00%	Build	Options

Bid Award

Contract: FSA22-VEL30.0, Pursuit, Administrative and Other Vehicles (Light Vehicles)

Group: Utility & Hybrid Utility Vehicles - 4X4 and AWD

Item: 298, Ford, Expedition XL 4x4, U1G/100A

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	BOZARD FORD	$51,145.00	0.00%	Build	Options
	Alternate	Duval Ford LLC	$51,678.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	$51,838.00	0.00%	Build	Options
Northern	Primary	BOZARD FORD	$51,145.00	0.00%	Build	Options
	Alternate	Duval Ford LLC	$51,678.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	$51,688.00	0.00%	Build	Options
Central	Primary	BOZARD FORD	$51,145.00	0.00%	Build	Options
	Alternate	Duval Ford LLC	$51,678.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	$51,788.00	0.00%	Build	Options
Southern	Primary	BOZARD FORD	$51,145.00	0.00%	Build	Options
	Alternate	Duval Ford LLC	$51,678.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	$51,838.00	0.00%	Build	Options

Bid Award

Contract: FSA22-VEL30.0, Pursuit, Administrative and Other Vehicles (Light Vehicles)

Group: Utility & Hybrid Utility Vehicles - 4X4 and AWD

Item: 299, Ford, Expedition MAX XL 4X4, K1G/100A

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	BOZARD FORD	$53,882.00	0.00%	Build	Options
	Alternate	Duval Ford LLC	$54,436.00	0.00%	Build	Options
	Alternate	STEP ONE AUTOMOTIVE GROUP	$54,550.00	1.00%	Build	Options
Northern	Primary	BOZARD FORD	$53,882.00	0.00%	Build	Options
	Alternate	Duval Ford LLC	$54,436.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	$54,445.00	0.00%	Build	Options
Central	Primary	BOZARD FORD	$53,882.00	0.00%	Build	Options
	Alternate	Duval Ford LLC	$54,436.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	$54,545.00	0.00%	Build	Options
Southern	Primary	BOZARD FORD	$53,882.00	0.00%	Build	Options
	Alternate	Duval Ford LLC	$54,436.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	$54,595.00	0.00%	Build	Options

Bid Award

Contract: FSA22-VEL30.0, Pursuit, Administrative and Other Vehicles (Light Vehicles)

Group: Utility & Hybrid Utility Vehicles - 4X4 and AWD

Item: 300, Ford, Explorer XL AWD, K8B

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Duval Ford LLC	$35,308.00	0.00%	Build	Options
	Alternate	BOZARD FORD	$35,415.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	$35,480.00	0.00%	Build	Options
Northern	Primary	Duval Ford LLC	$35,173.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	$35,330.00	0.00%	Build	Options
	Alternate	BOZARD FORD	$35,415.00	0.00%	Build	Options
Central	Primary	Duval Ford LLC	$35,308.00	0.00%	Build	Options
	Alternate	BOZARD FORD	$35,415.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	$35,430.00	0.00%	Build	Options
Southern	Primary	Duval Ford LLC	$35,308.00	0.00%	Build	Options
	Alternate	BOZARD FORD	$35,415.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	$35,480.00	0.00%	Build	Options

Bid Award

Contract: FSA22-VEL30.0, Pursuit, Administrative and Other Vehicles (Light Vehicles)

Group: Utility & Hybrid Utility Vehicles - 4X4 and AWD

Item: 301, Ford, Explorer XLT AWD, K8D

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Duval Ford LLC	$36,571.00	0.00%	Build	Options
	Alternate	BOZARD FORD	$36,679.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	$36,898.00	0.00%	Build	Options
Northern	Primary	Duval Ford LLC	$36,436.00	0.00%	Build	Options
	Alternate	BOZARD FORD	$36,679.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	$36,748.00	0.00%	Build	Options
Central	Primary	Duval Ford LLC	$36,571.00	0.00%	Build	Options
	Alternate	BOZARD FORD	$36,679.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	$36,848.00	0.00%	Build	Options
Southern	Primary	Duval Ford LLC	$36,571.00	0.00%	Build	Options
	Alternate	BOZARD FORD	$36,679.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	$36,898.00	0.00%	Build	Options

Bid Award

Contract: FSA22-VEL30.0, Pursuit, Administrative and Other Vehicles (Light Vehicles)

Group: Utility & Hybrid Utility Vehicles - 4X4 and AWD

Item: 313, Jeep, Grand Cherokee Laredo 4x4, WLJH74

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	STEP ONE AUTOMOTIVE GROUP	$41,599.00	0.00%	Build	Options
	Alternate	Garber Chrysler Dodge Truck, Inc.	$42,176.00	0.00%	Build	Options
	Alternate	Alan Jay Chrysler Jeep Dodge of Wauchula	$42,852.00	0.00%	Build	
Northern	Primary	Garber Chrysler Dodge Truck, Inc.	$41,976.00	0.00%	Build	Options
	Alternate	Alan Jay Chrysler Jeep Dodge of Wauchula	$42,752.00	0.00%	Build	
Central	Primary	Garber Chrysler Dodge Truck, Inc.	$42,076.00	0.00%	Build	Options
	Alternate	Alan Jay Chrysler Jeep Dodge of Wauchula	$42,652.00	0.00%	Build	
Southern	Primary	Garber Chrysler Dodge Truck, Inc.	$42,176.00	0.00%	Build	Options
	Alternate	Alan Jay Chrysler Jeep Dodge of Wauchula	$42,752.00	0.00%	Build	

Bid Award

Contract: FSA22-VEL30.0, Pursuit, Administrative and Other Vehicles (Light Vehicles)

Group: Utility & Hybrid Utility Vehicles - 4X4 and AWD

Item: 314, Jeep, Wrangler 2 Door 4x4 A/T, JLJL72

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	STEP ONE AUTOMOTIVE GROUP	$32,999.00	0.00%	Build	Options
	Alternate	Garber Chrysler Dodge Truck, Inc.	$33,426.00	0.00%	Build	Options
	Alternate	Alan Jay Chrysler Jeep Dodge of Wauchula	$34,016.00	0.00%	Build	
Northern	Primary	Garber Chrysler Dodge Truck, Inc.	$33,226.00	0.00%	Build	Options
	Alternate	Alan Jay Chrysler Jeep Dodge of Wauchula	$33,916.00	0.00%	Build	
Central	Primary	Garber Chrysler Dodge Truck, Inc.	$33,326.00	0.00%	Build	Options
	Alternate	Alan Jay Chrysler Jeep Dodge of Wauchula	$33,816.00	0.00%	Build	
Southern	Primary	Garber Chrysler Dodge Truck, Inc.	$33,426.00	0.00%	Build	Options
	Alternate	Alan Jay Chrysler Jeep Dodge of Wauchula	$33,916.00	0.00%	Build	

Bid Award

Contract: FSA22-VEL30.0, Pursuit, Administrative and Other Vehicles (Light Vehicles)

Group: Utility & Hybrid Utility Vehicles - 4X4 and AWD

Item: 315, Jeep, Wrangler 4 Door 4x4 A/T, JLJL74

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	STEP ONE AUTOMOTIVE GROUP	$36,950.00	0.00%	Build	Options
	Alternate	Garber Chrysler Dodge Truck, Inc.	$37,116.00	0.00%	Build	Options
	Alternate	Alan Jay Chrysler Jeep Dodge of Wauchula	$37,773.00	0.00%	Build	
Northern	Primary	Garber Chrysler Dodge Truck, Inc.	$36,916.00	0.00%	Build	Options
	Alternate	Alan Jay Chrysler Jeep Dodge of Wauchula	$37,653.00	0.00%	Build	
Central	Primary	Garber Chrysler Dodge Truck, Inc.	$37,016.00	0.00%	Build	Options
	Alternate	Alan Jay Chrysler Jeep Dodge of Wauchula	$37,553.00	0.00%	Build	
Southern	Primary	Garber Chrysler Dodge Truck, Inc.	$37,116.00	0.00%	Build	Options
	Alternate	Alan Jay Chrysler Jeep Dodge of Wauchula	$37,653.00	0.00%	Build	

Bid Award

Contract: FSA22-VEL30.0, Pursuit, Administrative and Other Vehicles (Light Vehicles)

Group: Utility & Hybrid Utility Vehicles - 4X4 and AWD

Item: 316, Jeep, Wrangler Sport 2 Door 4x4 A/T, JLJL72 (24S)

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	STEP ONE AUTOMOTIVE GROUP	$35,499.00	0.00%	Build	Options
Northern						
Central						
Southern						

Bid Award

Contract: FSA22-VEL30.0, Pursuit, Administrative and Other Vehicles (Light Vehicles)

Group: Utility & Hybrid Utility Vehicles - 4X4 and AWD

Item: 317, Jeep, Wrangler Unlimited Sport 4 Door 4x4 A/T, JLJL74 (24S)

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	STEP ONE AUTOMOTIVE GROUP	$39,899.00	0.00%	Build	Options
Northern						
Central						
Southern						

Bid Award

Contract: FSA22-VEL30.0, Pursuit, Administrative and Other Vehicles (Light Vehicles)

Group: Utility & Hybrid Utility Vehicles - 4X4 and AWD

Item: 318, Nissan, Armada SV 4X4, 26213

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	DeLand Truck Center, Inc.	$53,648.00	0.00%	Build	Options
Northern	Primary	DeLand Truck Center, Inc.	$53,525.00	0.00%	Build	Options
Central	Primary	DeLand Truck Center, Inc.	$53,529.00	0.00%	Build	Options
Southern	Primary	DeLand Truck Center, Inc.	$53,698.00	0.00%	Build	Options

Florida Sheriffs Association Cooperative Purchasing Program

Options FSA22-VEL30.0
Pursuit, Administrative and Other Vehicles (Light Vehicles)

BIDDER

BOZARD FORD

MAKE & MODEL

FORD F250 XL Crew Cab 4x2 (W2A)

Item Number:

105

Order Code	Description		Price
OEM	CONTACT DEALER FOR AVAILABILITY AND COMPATIBILITY OF OEM (FACTORY) OPTIONS (INCLUDING BUT NOT LIMITED TO, ENGINE UPGRADES AND BODY TYPE UPGRADES NOT INCLUDED AS A BASE SPECIFICATION ELSEWHERE ON THIS CONTRACT). OEM (FACTORY) OPTIONS ARE DISCOUNTED OFF MSRP	$	(1.00)
VV	STICK ON VENT VISORS (ADD $75 FOR 4 DOORS)	$	175.00
4CSTV	4 ROUND STYLE LED CORNER STROBES FRONT MOUNTED OUTSIDE HEADLAMPS ON NON-POLICE UTILITY INTERCEPTORS, REAR INSTALLED IN CLEAR LENS OF TAIL LAMPS, ADD $50.00 FOR SPLIT COLOR	$	899.00
4CSTSM	4 6 LED THIN SURFACE MOUNT CORNER STROBES, ADD $50.00 FOR SPLIT COLOR	$	999.00
BUA	AUDIBLE AFTERMARKET BACK UP ALARM	$	179.00
MSW1000	MODIFIED SINE WAVE 1000 WATT POWER INVERTER	$	899.00
MSW1500	MODIFIED SINE WAVE 1500 WATT POWER INVERTER	$	999.00
MSW2000	MODIFIED SINE WAVE 2000 WATT POWER INVERTER	$	1,125.00
MSW3000	MODIFIED SINE WAVE 3000 WATT POWER INVERTER	$	1,229.00
PSW700	PURE SINE WAVE 700 WATT POWER INVERTER	$	999.00
PSW1000	PURE SINE WAVE 1000 WATT POWER INVERTER	$	1,115.00
PSW2000	PURE SINE WAVE 2000 WATT POWER INVERTER	$	1,299.00
PSW3000	PURE SINE WAVE 3000 WATT POWER INVERTER	$	1,689.00
3KR	THIRD KEY WITH PROGRAMMED REMOTE	$	399.00
3KPS	THIRD KEY WITH PUSH BUTTON START REMOTE FOR MODELS WITH PUSH BUTTON START ONLY	$	499.00
3KPATS	THIRD KEY PATS (PASSIVE ANTI THEFT) ONLY, NO REMOTE	$	224.00
ECONLT	STANDARD LAPTOP MOUNT WITH UNIVERSAL LAPTOP TRAY, STD HAVIS OR JOTTO HD A-MOD	$	899.00
PREMLT	PREMIUM LAPTOP MOUNT WITH UNIVERSAL LAPTOP TRAY, PREM HAVIS OR GAMBER JOHNSON	$	999.00
UCOAT	VALUGARD UNDERCOAT	$	699.00
UCOAT8U	VALUGARD UNDERCOAT FOR 8 FOOT UTILITY	$	799.00
UCOAT9U	VALUGARD UNDERCOAT FOR 9 FOOT UTILITY	$	849.00
LHSPOT	DRIVER SIDE 6" HALOGEN SPOTLAMP, ADD $120 FOR LED	$	799.00
GOLITE	LED PERMANENT MOUNT GO LITE SPOTLIGHT	$	999.00
DOME	RED/WHITE 5" INTERIOR DOME LIGHT	$	179.00

SAFEKIT	DOT, OSHA, ANSI COMPLIANT KIT, INCL 5LB RECHARGABLE FIRE EXTINGUISHER, 3 DOT TRIANGES IN PLASIC BOX, 10 PERSON BULK ANSI WEATHERPROOF FIRST AID KIT (PLASTIC CASE), BLOODBORNE PATHOGEN/BODY FLUID SPILL KIT (PLASTIC CASE), AUTOMOTIVE FUSES, EMERGENCY WINDOW HAMMER, LED FLASHLIGHT WITH BATTERIES	$	299.00
ROADKIT	AAA APPROVED 76 PC ROAD EMERGENCY KIT, CARRY CASE, FIRST AID, SURVIVAL TOOLS, 10FT JUMPER CABLES, AIR COMPRESSOR WITH GAUGE, EMERGENCY TRIANGLE.	$	199.00
OSF	OUT OF STOCK FEES, TO COVER STOCKING AND FLOORPLAN EXPENSES FOR VEHICLES PURCHASED OUT OF DEALER'S EXISTING INVENTORY	$	799.00
DTSF	DEALER TRADE OUT OF STOCK FEES, TO COVER DEALER TRANSFER FEES FOR VEHICLES THAT ARE TRANSFERRED FROM OTHER DEALERS	$	1,500.00
TINT	DEALER INSTALLED WINDOW TINT, ADD $100 FOR STRIP ON WINDSHIELD/DEDUCT $100 FOR FRONT WINDOWS ONLY	$	425.00
WTTRC	WEATHER TECH FLOOR LINERS FOR REGULAR CAB TRUCK	$	319.00
WTTSC	WEATHER TECH FLOOR LINERS FOR SUPER AND CREW CAB TRUCK	$	399.00
AMBLB	BROOKINGS AMBER 49" FIT LEGION LIGHTBAR ADD $50 FOR 54" BAR	$	1,559.00
AMBMLB	16" MINI AMBER LIGHTBAR ADD $39 FOR AMBER/WHITE	$	999.00
NST	NEW TAG (SPECIFIY STATE, CITY, COUNTY, SHERIFF)	$	185.00
TRANSFER	TRANSFER EXISTING TAG REGISTRATION (MUST PROVIDE COPY OF REGISTRATION)	$	100.00
TEMP	30 DAY TEMPORARY TAG	$	16.00
56CA	176" WHEELBASE (8 FT' BED REQUIRED FOR AFTERMARKET BODIES)	$	999.00
TOWPKGSD	TRAILER TOW PKG, INC: HITCH, SWAY CONTROL, 7 WIRE HARNESS, 7/4-PIN CONNECTOR, BAR, 2" BALL, PIN, CLIP. (ADD $199 FOR PINTLE BALL OR MULTI-BALL COMBO)	$	1,299.00
LINER	DEALER INSTALLED TOFF BRAND LINER	$	599.00
ATB	ALUMINUM CROSS BED TOOLBOX, CONTACT DEALER FOR BRAND OPTIONS	$	999.00
WGG	WESTIN WRAP AROUND GRILLE GUARD (ADD $100 FOR WINCH PLATE)	$	2,399.00
VREVO8	WARN VR EVO 8000 LB WINCH, ADD $199 FOR SYNTHETIC CABLE (REQ WGG OR WTRAY)	$	1,414.00
VREVO10	WARN VR EVO 10000 LB WINCH, ADD $199 FOR SYNTHETIC CABLE (REQ WGG OR WTRAY)	$	1,465.00
VREVO12	WARN VR EVO 12000 LB WINCH, ADD $199 FOR SYNTHETIC CABLE (REQ WGG OR WTRAY)	$	1,565.00
ZEON8	WARN ZEON 8000 LB WINCH, ADD $399 FOR SYNTHETIC CABLE (REQ WGG OR WTRAY)	$	2,080.00
ZEON10	WARN ZEON 10000 LB WINCH ADD $399 FOR SYNTHETIC CABLE (REQ WGG OR WTRAY)	$	2,191.00
ZEON12	WARN ZEON 12000 LB WINCH ADD $449 FOR SYNTHETIC CABLE (REQ WGG OR WTRAY)	$	2,299.00
WTRAY	WESTIN MAX WINCH MOUNTING BUMPER TRAY	$	1,799.00
BACKRACK	BACKRACK CAB PROTECTOR (ADD $199 FOR LIGHTBAR MOUNT)	$	899.00
SLRA	SINGLE LADDER RACK, ALUMINUM FOR PICK UP	$	1,400.00
SMR	STEEL MATERIAL RACK FOR PICKUP	$	2,450.00
AMR	ALUMINUM MATERIAL RACK	$	2,900.00
ATB548	ALUMINUM SIDE TOOL BOX, 48" (PRICE PER SIDE)	$	599.00
ATB572	ALUMINUM SIDE TOOL BOX, 72" (PRICE PER SIDE)	$	699.00
CG1000	CARGO GLIDE 1000 LB PICKUP BED SLIDE	$	2,499.00
TG13TP27	TOMMY GATE G260 1342 TP27 STEEL PLATFORM 1300 LB	$	4,160.00
TG13TP38	TOMMY GATE G260 1342 TP38 2 PIECE STEEL 1300 LB	$	4,360.00
TG13EA27	TOMMY GATE G260 1342 EA27 ALUMINUM 1300 LB	$	4,815.00

TG13EA38	TOMMY GATE G260 1342 EA38 ALUMINUM 2 PIECE 1300 LB	$	4,990.00
TG13EA48	TOMMY GATE G260 1342 EA48 ALUMINUM 2 PIECE 1300 LB	$	5,290.00
TG15TP27	TOMMY GATE G260 1642 TP27 STEEL PLATRFORM 1500 LB	$	4,290.00
TG15TP38	TOMMY GATE G260 1642 TP38 2 PIECE STEEL 1500 LB	$	4,480.00
TG15EA27	TOMMY GATE G260 1642 EA27 ALUMINUM 1500 LB	$	4,935.00
TG15EA38	TOMMY GATE G260 1642 EA38 ALUMINUM 2 PIECE 1500 LB	$	5,095.00
TG15EA48	TOMMY GATE G260 1642 EA48 ALUMINUM 2 PIECE 1500 LB	$	5,420.00
8UTILITY	8 FOOT STEEL UTILITY BODY FOR SRW, INC RELOCATION OF REAR CAMERA, ADD $999 FOR FLIP TOP BODY, ADD $599 FOR MASTERLOCKS, ADD $599 FOR COMPARTMENT LIGHTS, ADD $499 FOR LED TAIL LIGHTS, ADD $1299 FOR ELECTRIC LOCKS (REQ. 56CA)	$	9,950.00
SLRU	SINGLE LADDER RACK FOR UTILITY BODY	$	1,440.00
MRSU	MATERIAL RACK STEEL FOR UTILITY BODY OVER CAB	$	2,580.00
MRSBU	MATERIAL RACK STEEL w/ BASKET FOR UTILITY BODY OVER CAB	$	2,940.00
MRAU	MATERIAL RACK ALUMINUM FOR UTILITY BODY OVER CAB	$	3,120.00
MRABU	MATERIAL RACK ALUMINUM w/ BASKET FOR UTILITY BODY OVER CAB	$	3,480.00
BACKRACKU	CAB GUARD BACKRACK FOR UTILITY BODY (ADD $199 FOR LIGHTBAR/BEACON MOUNT)	$	899.00
IGLOO	IGLOO COOLER MOUNT FOR UTILITY BODY (ADD $125 FOR IGLOO COOLER)	$	299.00
VISE	6" WILTON VISE AND VISE BRACKET FOR UTILITY BODY	$	599.00
WSB	21" WORKBENCH STORAGE BUMPER FOR UTILITY BODY	$	1,999.00
LINERU	DEALER INSTALLED SPRAY IN LINER FOR UTILITY BODY (ADD $100 FOR TOPS, ADD $100 FOR BUMPER)	$	999.00
KCSRW	ENCLOSED UTILITY BODY FOR SRW 10,000 GVWR 45" INTERIOR HEIGHT (ADD $499 FOR 51" IH, ADD $699 FOR 61" IN. REQ. 56CA)	$	1,570.00
KCLR1	SINGLE DROP DOWN LADDER RACK FOR ENCLOSED UTILITY BODY	$	2,700.00
KCLR2	DOUBLE DROP DOWN LADDER RACK FOR ENCLOSED UTILITY BODY	$	3,675.00
KCLIGHT	COMPARTMENT LIGHTS FOR ENCLOSED UTILITY BODY	$	499.00
8FLATS	STEEL 8 FOOT FLATBED BODY FOR SRW, DEDUCT $855 TO REMOVE STAKE POCKETS & SIDES (REQ. 56CA)	$	8,240.00
8FLATA	ALUMINUM 8 FOOT FLATBED BODY FOR SRW, DEDUCT $1200 TO REMOVE STAKE SIDES & REAR	$	13,600.00

ESP ***FORD FACTORY EXTENDED SERIVCE POLICIES ARE AVAILABLE IN SEVERAL PROTECTION PACKAGES AND DEDUCTIBLE LEVELS. ESP POLICIES RANGE TO 8 YEARS AND 150,000 MILES. PLEASE CONTACT DEALER FOR STATE REGULATED WARRANTY PRICING THAT SUITS YOUR NEEDS.***

WHILE ALL CARE AND CONSIDERATION WERE PUT INTO ENSURING OPTION COMPATIBILITY, IT IS STRONGLY RECOMMENDED THAT PURCHASERS CONTACT DEALER FOR QUOTE.

ALL VEHICLES ARE CONSIDERED WHITE UNLESS OTHERWISE SPECIFIED ON PURCAHSE ORDER

Florida Sheriffs Association Cooperative Purchasing Program

Options FSA22-VEL30.0
Pursuit, Administrative and Other Vehicles (Light Vehicles)

BIDDER

BOZARD FORD

MAKE & MODEL

FORD F250 XL Reg Cab 4x2 (F2A)

Item Number:

106

Order Code	Description		Price
OEM	CONTACT DEALER FOR AVAILABILITY AND COMPATIBILITY OF OEM (FACTORY) OPTIONS (INCLUDING BUT NOT LIMITED TO, ENGINE UPGRADES AND BODY TYPE UPGRADES NOT INCLUDED AS A BASE SPECIFICATION ELSEWHERE ON THIS CONTRACT). OEM (FACTORY) OPTIONS ARE DISCOUNTED OFF MSRP	$	(1.00)
VV	STICK ON VENT VISORS (ADD $75 FOR 4 DOORS)	$	175.00
4CSTV	4 ROUND STYLE LED CORNER STROBES FRONT MOUNTED OUTSIDE HEADLAMPS ON NON-POLICE UTILITY INTERCEPTORS, REAR INSTALLED IN CLEAR LENS OF TAIL LAMPS, ADD $50.00 FOR SPLIT COLOR	$	899.00
4CSTSM	4 6 LED THIN SURFACE MOUNT CORNER STROBES, ADD $50.00 FOR SPLIT COLOR	$	999.00
BUA	AUDIBLE AFTERMARKET BACK UP ALARM	$	179.00
MSW1000	MODIFIED SINE WAVE 1000 WATT POWER INVERTER	$	899.00
MSW1500	MODIFIED SINE WAVE 1500 WATT POWER INVERTER	$	999.00
MSW2000	MODIFIED SINE WAVE 2000 WATT POWER INVERTER	$	1,125.00
MSW3000	MODIFIED SINE WAVE 3000 WATT POWER INVERTER	$	1,229.00
PSW700	PURE SINE WAVE 700 WATT POWER INVERTER	$	999.00
PSW1000	PURE SINE WAVE 1000 WATT POWER INVERTER	$	1,115.00
PSW2000	PURE SINE WAVE 2000 WATT POWER INVERTER	$	1,299.00
PSW3000	PURE SINE WAVE 3000 WATT POWER INVERTER	$	1,689.00
3KR	THIRD KEY WITH PROGRAMMED REMOTE	$	399.00
3KPS	THIRD KEY WITH PUSH BUTTON START REMOTE FOR MODELS WITH PUSH BUTTON START ONLY	$	499.00
3KPATS	THIRD KEY PATS (PASSIVE ANTI THEFT) ONLY, NO REMOTE	$	224.00
ECONLT	STANDARD LAPTOP MOUNT WITH UNIVERSAL LAPTOP TRAY, STD HAVIS OR JOTTO HD A-MOD	$	899.00
PREMLT	PREMIUM LAPTOP MOUNT WITH UNIVERSAL LAPTOP TRAY, PREM HAVIS OR GAMBER JOHNSON	$	999.00
UCOAT	VALUGARD UNDERCOAT	$	699.00
UCOAT8U	VALUGARD UNDERCOAT FOR 8 FOOT UTILITY	$	799.00
UCOAT9U	VALUGARD UNDERCOAT FOR 9 FOOT UTILITY	$	849.00
LHSPOT	DRIVER SIDE 6" HALOGEN SPOTLAMP, ADD $120 FOR LED	$	799.00
GOLITE	LED PERMANENT MOUNT GO LITE SPOTLIGHT	$	999.00
DOME	RED/WHITE 5" INTERIOR DOME LIGHT	$	179.00

SAFEKIT	DOT, OSHA, ANSI COMPLIANT KIT, INCL 5LB RECHARGABLE FIRE EXTINGUISHER, 3 DOT TRIANGES IN PLASIC BOX, 10 PERSON BULK ANSI WEATHERPROOF FIRST AID KIT (PLASTIC CASE), BLOODBORNE PATHOGEN/BODY FLUID SPILL KIT (PLASTIC CASE), AUTOMOTIVE FUSES, EMERGENCY WINDOW HAMMER, LED FLASHLIGHT WITH BATTERIES	$	299.00
ROADKIT	AAA APPROVED 76 PC ROAD EMERGENCY KIT, CARRY CASE, FIRST AID, SURVIVAL TOOLS, 10FT JUMPER CABLES, AIR COMPRESSOR WITH GAUGE, EMERGENCY TRIANGLE.	$	199.00
OSF	OUT OF STOCK FEES, TO COVER STOCKING AND FLOORPLAN EXPENSES FOR VEHICLES PURCHASED OUT OF DEALER'S EXISTING INVENTORY	$	799.00
DTSF	DEALER TRADE OUT OF STOCK FEES, TO COVER DEALER TRANSFER FEES FOR VEHICLES THAT ARE TRANSFERRED FROM OTHER DEALERS	$	1,500.00
TINT	DEALER INSTALLED WINDOW TINT, ADD $100 FOR STRIP ON WINDSHIELD/DEDUCT $100 FOR FRONT WINDOWS ONLY	$	425.00
WTTRC	WEATHER TECH FLOOR LINERS FOR REGULAR CAB TRUCK	$	319.00
WTTSC	WEATHER TECH FLOOR LINERS FOR SUPER AND CREW CAB TRUCK	$	399.00
AMBLB	BROOKINGS AMBER 49" FIT LEGION LIGHTBAR ADD $50 FOR 54" BAR	$	1,559.00
AMBMLB	16" MINI AMBER LIGHTBAR ADD $39 FOR AMBER/WHITE	$	999.00
NST	NEW TAG (SPECIFIY STATE, CITY, COUNTY, SHERIFF)	$	185.00
TRANSFER	TRANSFER EXISTING TAG REGISTRATION (MUST PROVIDE COPY OF REGISTRATION)	$	100.00
TEMP	30 DAY TEMPORARY TAG	$	16.00
TOWPKGSD	TRAILER TOW PKG, INC: HITCH, SWAY CONTROL, 7 WIRE HARNESS, 7/4-PIN CONNECTOR, BAR, 2" BALL, PIN, CLIP. (ADD $199 FOR PINTLE BALL OR MULTI-BALL COMBO)	$	1,299.00
LINER	DEALER INSTALLED TOFF BRAND LINER	$	599.00
ATB	ALUMINUM CROSS BED TOOLBOX, CONTACT DEALER FOR BRAND OPTIONS	$	999.00
WGG	WESTIN WRAP AROUND GRILLE GUARD (ADD $100 FOR WINCH PLATE)	$	2,399.00
VREVO8	WARN VR EVO 8000 LB WINCH, ADD $199 FOR SYNTHETIC CABLE (REQ WGG OR WTRAY)	$	1,414.00
VREVO10	WARN VR EVO 10000 LB WINCH, ADD $199 FOR SYNTHETIC CABLE (REQ WGG OR WTRAY)	$	1,465.00
VREVO12	WARN VR EVO 12000 LB WINCH, ADD $199 FOR SYNTHETIC CABLE (REQ WGG OR WTRAY)	$	1,565.00
ZEON8	WARN ZEON 8000 LB WINCH, ADD $399 FOR SYNTHETIC CABLE (REQ WGG OR WTRAY)	$	2,080.00
ZEON10	WARN ZEON 10000 LB WINCH ADD $399 FOR SYNTHETIC CABLE (REQ WGG OR WTRAY)	$	2,191.00
ZEON12	WARN ZEON 12000 LB WINCH ADD $449 FOR SYNTHETIC CABLE (REQ WGG OR WTRAY)	$	2,299.00
WTRAY	WESTIN MAX WINCH MOUNTING BUMPER TRAY	$	1,799.00
BACKRACK	BACKRACK CAB PROTECTOR (ADD $199 FOR LIGHTBAR MOUNT)	$	899.00
SLRA	SINGLE LADDER RACK, ALUMINUM FOR PICK UP	$	1,400.00
SMR	STEEL MATERIAL RACK FOR PICKUP	$	2,450.00
AMR	ALUMINUM MATERIAL RACK	$	2,900.00
ATB548	ALUMINUM SIDE TOOL BOX, 48" (PRICE PER SIDE)	$	599.00
ATB572	ALUMINUM SIDE TOOL BOX, 72" (PRICE PER SIDE)	$	699.00
CG1000	CARGO GLIDE 1000 LB PICKUP BED SLIDE	$	2,499.00

TG13TP27	TOMMY GATE G260 1342 TP27 STEEL PLATFORM 1300 LB	$	4,160.00
TG13TP38	TOMMY GATE G260 1342 TP38 2 PIECE STEEL 1300 LB	$	4,360.00
TG13EA27	TOMMY GATE G260 1342 EA27 ALUMINUM 1300 LB	$	4,815.00
TG13EA38	TOMMY GATE G260 1342 EA38 ALUMINUM 2 PIECE 1300 LB	$	4,990.00
TG13EA48	TOMMY GATE G260 1342 EA48 ALUMINUM 2 PIECE 1300 LB	$	5,290.00
TG15TP27	TOMMY GATE G260 1642 TP27 STEEL PLATRFORM 1500 LB	$	4,290.00
TG15TP38	TOMMY GATE G260 1642 TP38 2 PIECE STEEL 1500 LB	$	4,480.00
TG15EA27	TOMMY GATE G260 1642 EA27 ALUMINUM 1500 LB	$	4,935.00
TG15EA38	TOMMY GATE G260 1642 EA38 ALUMINUM 2 PIECE 1500 LB	$	5,095.00
TG15EA48	TOMMY GATE G260 1642 EA48 ALUMINUM 2 PIECE 1500 LB	$	5,420.00
8UTILITY	8 FOOT STEEL UTILITY BODY FOR SRW, INC RELOCATION OF REAR CAMERA, ADD $999 FOR FLIP TOP BODY, ADD $599 FOR MASTERLOCKS, ADD $599 FOR COMPARTMENT LIGHTS, ADD $499 FOR LED TAIL LIGHTS, ADD $1299 FOR ELECTRIC LOCKS (REQ. 56CA)	$	9,950.00
SLRU	SINGLE LADDER RACK FOR UTILITY BODY	$	1,440.00
MRSU	MATERIAL RACK STEEL FOR UTILITY BODY OVER CAB	$	2,580.00
MRSBU	MATERIAL RACK STEEL w/ BASKET FOR UTILITY BODY OVER CAB	$	2,940.00
MRAU	MATERIAL RACK ALUMINUM FOR UTILITY BODY OVER CAB	$	3,120.00
MRABU	MATERIAL RACK ALUMINUM w/ BASKET FOR UTILITY BODY OVER CAB	$	3,480.00
BACKRACKU	CAB GUARD BACKRACK FOR UTILITY BODY (ADD $199 FOR LIGHTBAR/BEACON MOUNT)	$	899.00
IGLOO	IGLOO COOLER MOUNT FOR UTILITY BODY (ADD $125 FOR IGLOO COOLER)	$	299.00
VISE	6" WILTON VISE AND VISE BRACKET FOR UTILITY BODY	$	599.00
WSB	21" WORKBENCH STORAGE BUMPER FOR UTILITY BODY	$	1,999.00
LINERU	DEALER INSTALLED SPRAY IN LINER FOR UTILITY BODY (ADD $100 FOR TOPS, ADD $100 FOR BUMPER)	$	999.00
KCSRW	ENCLOSED UTILITY BODY FOR SRW 10,000 GVWR 45" INTERIOR HEIGHT (ADD $499 FOR 51" IH, ADD $699 FOR 61" IN. REQ. 56CA)	$	1,570.00
KCLR1	SINGLE DROP DOWN LADDER RACK FOR ENCLOSED UTILITY BODY	$	2,700.00
KCLR2	DOUBLE DROP DOWN LADDER RACK FOR ENCLOSED UTILITY BODY	$	3,675.00
KCLIGHT	COMPARTMENT LIGHTS FOR ENCLOSED UTILITY BODY	$	499.00
8FLATS	STEEL 8 FOOT FLATBED BODY FOR SRW, DEDUCT $855 TO REMOVE STAKE POCKETS & SIDES (REQ. 56CA)	$	8,240.00
8FLATA	ALUMINUM 8 FOOT FLATBED BODY FOR SRW, DEDUCT $1200 TO REMOVE STAKE SIDES & REAR	$	13,600.00

ESP ***FORD FACTORY EXTENDED SERIVCE POLICIES ARE AVAILABLE IN SEVERAL PROTECTION PACKAGES AND DEDUCTIBLE LEVELS. ESP POLICIES RANGE TO 8 YEARS AND 150,000 MILES. PLEASE CONTACT DEALER FOR STATE REGULATED WARRANTY PRICING THAT SUITS YOUR NEEDS.***

WHILE ALL CARE AND CONSIDERATION WERE PUT INTO ENSURING OPTION COMPATIBILITY, IT IS STRONGLY RECOMMENDED THAT PURCHASERS CONTACT DEALER FOR QUOTE.

ALL VEHICLES ARE CONSIDERED WHITE UNLESS OTHERWISE SPECIFIED ON PURCAHSE ORDER

BOZARD Ford
GOVERNMENT FLEET

November 1, 2022

YAMIL LOBO
CITY OF DANIA BEACH

UTILITY BODY

Bozard Ford is pleased to submit the following quote based on FSA Contract FSA 22-VEL30.0

SPEC106	2023 FORD F-250 SD XL 4X2 8 FOOT BED (F2A)	$40,140.00
3KR	THIRD KEY WITH PROGRAMMED REMOTE	$399.00
76C	FACTORY BACK UP ALARM	$149.00
TOWPKGSD	TRAILER TOWING PACKAGE, INCL HITCH, SWAY CONTROL, 7 WIRE HARNESS, 7/4 PIN CONNECTOR, BAR, 2" BALL, PIN, CLIP, INTEGRATED BRAKE CONTROLLER	$1,299.00
8UTILITY	8 FOOT STEEL KNAPHEIDE UTILITY BODY FOR SRW, INCL RELOCATION OF BUC	$9,950.00
4CSTSM	4 6 LED THIN SURFACE MOUNT CORNER STROBES WHITE	$999.00
NST	NEW CITY PLATE	$185.00
	REQUEST 1	

Total **$53,121.00**

Sincerely,

Jeffrey Eason
Government Sales Director

BOZARD Ford
GOVERNMENT FLEET

November 3, 2022

YAMIL LOBO
CITY OF DANIA BEACH

LIFT GATE

Bozard Ford is pleased to submit the following quote based on FSA Contract FSA 22-VEL30.0

SPEC106	2023 FORD F-250 SD XL 4X2 8 FOOT BED (F2A)	$40,140.00
3KR	THIRD KEY WITH PROGRAMMED REMOTE	$399.00
76C	FACTORY BACK UP ALARM	$149.00
TOWPKGSD	TRAILER TOWING PACKAGE, INCL HITCH, SWAY CONTROL, 7 WIRE HARNESS, 7/4 PIN CONNECTOR, BAR, 2" BALL, PIN, CLIP, INTEGRATED BRAKE CONTROLLER	$1,299.00
TG13TP27	TOMMY GATE G260 1342 TP27 STEEL PLATFORM 1300LB	$4,160.00
4CSTSM	4 6 LED THIN SURFACE MOUNT CORNER STROBES WHITE	$999.00
NST	NEW CITY PLATE	$185.00

REQUEST 2

Total **$47,331.00**

Sincerely,

Jeffrey Eason
Government Sales Director

BOZARD Ford
GOVERNMENT FLEET

November 1, 2022

YAMIL LOBO
CITY OF DANIA BEACH

CREW CAB

Bozard Ford is pleased to submit the following quote based on FSA Contract FSA 22-VEL30.0

SPEC105	2023 FORD SD XL 4X2 CREW CAB SWB 6 3/7 FOOT BED (W2A)	$43,381.00
3KR	THIRD KEY WITH PROGRAMMED REMOTE	$399.00
76C	FACTORY BACK UP ALARM	$149.00
TOWPKGSD	TRAILER TOWING PACKAGE, INCL HITCH, SWAY CONTROL, 7 WIRE HARNESS, 7/4 PIN CONNECTOR, BAR, 2" BALL, PIN, CLIP, INTEGRATED BRAKE CONTROLLER	$1,299.00
18B	PLATFORM RUNNING BOARDS FOR CREW CAB	$444.00
4CSTSM	4 6 LED THIN SURFACE MOUNT CORNER STROBES WHITE	$999.00
NST	NEW CITY PLATE	$185.00
	REQUEST 4	

Total **$46,856.00**

Sincerely,

Jeffrey Eason
Government Sales Director

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, AMENDING THE AGREEMENT BETWEEN THE CITY AND THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY TO REVISE SECTION 15 OF THE AGREEMENT FOR THE STORMWATER MASTERPLAN PROJECT TO PROVIDE A QUICK RESOLUTION OF CITIZEN COMPLAINTS; 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-AMEND-DEO-AGREEMENT-SMP-112222 (005), R-2022- FDEO CDBG Mitigation Program Amendment to Agreement for Stormwater Master Plan, R-2022- FDEO CDBG Mitigation Program Amendment to Agreement for Stormwater Master Plan Exhibit A

CITY OF DANIA BEACH
PUBLIC SERVICES DEPARTMENT

MEMORANDUM

DATE: November 21, 2022

TO: Honorable Mayor and Commissioners

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

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

RE: AUTHORIZATION TO AMEND THE AGREEMENT BETWEEN THE CITY OF DANIA BEACH AND THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY FOR THE STORMWATER MASTER PLAN PROJECT

Request

The Public Services Department (PSD) requests the adoption of a resolution amending the Agreement between the City of Dania Beach and the Florida Department of Economic Opportunity (DEO) for the Stormwater Master Plan Project to revise Section 15, Citizen Complaints.

Background

On November 9, 2021, the City Commission approved Resolution 2021-166, authorizing an agreement with DEO to fund the Stormwater Master Plan Project. The DEO desires to amend the Agreement to allow for a revision to Section 15- Citizen Complaints.

The revised language in Amendment One changes the primary receiver of the citizen complaints from the DEO to the subgrantee (the City). Since the Stormwater Master Plan is a design project, the amendment should not impact the development of the Project.

Budgetary Impact

The amendment has no budgetary impact on the Agreement.

Recommendation

The Public Services Department recommends the City Commission adopt a resolution to amend the Agreement between the City of Dania Beach and the DEO for the Stormwater Master Plan project.

\continued…

RESOLUTION NO. 2022-169

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING THE AGREEMENT BETWEEN THE CITY AND THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY TO REVISE SECTION 15 OF THE AGREEMENT FOR THE STORMWATER MASTERPLAN PROJECT TO PROVIDE A QUICK RESOLUTION OF CITIZEN COMPLAINTS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on November 9, 2021, the City of Dania Beach and the Florida Department of Economic Opportunity entered into an Agreement (MT004) for funding the Stormwater Master Plan Project pursuant to Resolution No. 2021-166; and

WHEREAS, Section 5, Modification of the Agreement, provides that any amendment to the Agreement shall be in writing and executed by both parties; and

WHEREAS, the parties wish to amend Section 15 Citizen Complaints of the Agreement, as reflected in Amendment One, attached to this resolution as Exhibit A, so as to recognize a process for the Department of Economic Opportunity to resolve citizen complaints in a timely manner, usually within fifteen (15) business days of the receipt of the complaint as expected by HUD, if practicable, and to provide the right to participate in the process and appeal a decision when there is reason for an applicant to believe its application was not handled according to program policies;

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 Amendment One to the agreement, attached as Exhibit A, which is incorporated by reference into this resolution, which agreement is with the Florida Department of Economic Opportunity for the Stormwater Master Plan Project.

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

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

PASSED AND ADOPTED on November 21, 2022.

ATTEST:

THOMAS SCHNEIDER, CMC CITY CLERK	ARCHIBALD J. RYAN IV MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTIS
CITY ATTORNEY

AMENDMENT ONE
TO THE FEDERALLY FUNDED
COMMUNITY DEVELOPMENT BLOCK GRANT
MITIGATION PROGRAM (CDBG-MIT)
SUBRECIPIENT AGREEMENT

On 11/5/2021 the State of Florida, Department of Economic Opportunity ("DEO"), and Dania Beach ("Grantee") entered into agreement MT004 ("Agreement"). DEO and the Subrecipient may individually be referred to herein as a "Party" or collectively as the "Parties".

WHEREAS, Section 5, Modification of Agreement, of the Agreement provides that any amendment to the Agreement shall be in writing executed by the Parties thereto; and

WHEREAS, the Parties wish to amend the Agreement as set forth herein.

NOW THEREFORE, in consideration of the mutual covenants and obligations set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following:

1. Section 15, Citizen Complaints, is hereby deleted in its entirety and replaced with the following:

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

The Subrecipient will handle citizen complaints by:

(a) Conducting investigations, as necessary;
(b) Finding a resolution; or
(c) Conducting follow-up actions.

Program Appeals

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

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

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

Attention: Office of Long-Term Resiliency
Florida Department of Economic Opportunity
107 East Madison Street
The Caldwell Building, MSC 420
Tallahassee, Florida 32399

HUD Complaints

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

Department of Housing & Urban Development
Charles E. Bennet Federal Building
400 West Bay Street, Suite 1015
Jacksonville, FL 32202

Fair Housing Complaints

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

2. All other terms and conditions remain in effect.

~ Remainder Left Intentionally Blank ~

IN WITNESS HEREOF, by signature below, the Parties agree to abide by the terms, conditions, and provisions of DEO Agreement Number MT006 as amended. This Amendment is effective on the date the last Party signs this Amendment.

Dania Beach	**DEPARTMENT OF ECONOMIC OPPORTUNITY**
SIGNED:	SIGNED:
Archibald J. Ryan IV	**MERIDITH**
MAYOR	**CHIEF OF STAFF**
DATE:	DATE:

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

OFFICE OF GENERAL COUNSEL
DEPARTMENT OF ECONOMIC OPPORTUNITY

By: _____

Approved Date: _____

ATTEST:

CITY OF DANIA BEACH, FLORIDA,
a Florida municipal corporation

_____
THOMAS SCHNEIDER, CMC
CITY CLERK

_____
ARCHIBALD J. RYAN IV
MAYOR

APPROVED AS TO FORM AND CORRECTNESS

_____
EVE A. BOUTSIS
CITY ATTORNEY

_____
ANA M. GARCIA, ICMA-CM
CITY MANAGER

DATE: _____

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Consent Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)
TO APPROVE AND ADOPT A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF DANIA BEACH AND THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR GRANT FUNDS IN THE AMOUNT OF THREE HUNDRED SEVENTY-FIVE THOUSAND DOLLARS ($375,000.00) FOR THE SW 37TH TERRACE STORMWATER IMPROVEMENT PROJECT; 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-RES-FLA-SW37TERR-AWARD- 112122, R-2022- FDEP Resilient Florida Grant Funding Agreement for SW 37 Terrace Stormwater Improvement Project, 22FRP17 - SW 37th Terrace Stormwater Project, R-2022-083 Kailas, Corp. Bid Award for SW 37th Terrace Stormwater Improvement Project (ITB 22-006) executed

CITY OF DANIA BEACH
PUBLIC SERVICES DEPARTMENT

MEMORANDUM

DATE: November 21, 2022

TO: Honorable Mayor and Commissioners

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

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

RE: APPROVAL OF A RESOLUTION TO ENTER INTO AN AGREEMENT WITH THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

Request

The Public Services Department (PSD) requests approval of a resolution authorizing a funding agreement with the Florida Department of Environmental Protection (FDEP) for the "SW 37th Terrace Stormwater Improvement Project."

Background

On December 8, 2020, following a presentation of the Stormwater Project the City Commission authorized the SW 37th Terrace Stormwater Improvement Project (Project) and other neighborhood drainage projects to address chronic flooding. Subsequently, the Public Services Department (PSD) engaged Chen Moore and Associates to design, prepare construction documents, process permits, and provide post-design services for this project.

On October 14, 2021, the City of Dania Beach applied to the Florida Department of Environmental Protection (FDEP) for a Resilient Florida grant to assist in funding the Project. FDEP approved the City's grant application and awarded $375,000.00 in funding.

On May 24, 2022, the City Commission awarded ITB 22-006 "SW 37th Terrace Stormwater Improvement Project" to Kailas Corp. in the amount of $1,230,432.00 via Resolution 2022-083.

Budgetary Impact

The Resilient Florida funding for the SW 37th Terrace Stormwater Improvement Project in the amount of $375,000.00 will not impact the project budget since it was anticipated when the construction contract was awarded to Kailas Corp.

\continued…

Recommendation

The Public Services Department recommends the City Commission adopt a resolution authorizing the receipt of FDEP Resilient Florida funds for the SW 37th Terrace Drainage Improvement Project.

RESOLUTION NO. 2022-170

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF DANIA BEACH AND THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR GRANT FUNDS IN THE AMOUNT OF THREE HUNDRED SEVENTY-FIVE THOUSAND DOLLARS ($375,000.00) FOR THE SW 37TH TERRACE STORMWATER IMPROVEMENT PROJECT; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on December 8, 2020, following a presentation on the stormwater projects, the City Commission authorized the SW 37th Terrace Stormwater Improvement Project (Project), along with other neighborhood drainage projects, to address chronic flooding; and

WHEREAS, on October 14, 2021, the City of Dania Beach applied to the Florida Department of Environmental Protection (FDEP) for a Resilient Florida grant to assist in funding the SW 37th Terrace Stormwater Improvement Project; and

WHEREAS, on May 24, 2022, the City Commission awarded ITB 22-006 "SW 37th Terrace Stormwater Improvement Project" to Kailas Corp. via Resolution 2022-083; and

WHEREAS, the City Administration supports the 37th Terrace Stormwater Improvement Project and desires to receive Resilient Florida funding from the FDEP as described in the Agreement attached as "Exhibit A", and the Agreement is made a part of and is incorporated into this Resolution by this reference;

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

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

Section 2. That the proper City officials are authorized to accept and execute a Resilient Florida Grant Agreement on behalf of the City of Dania Beach, Florida with the Florida Department of Environmental Protection in the amount of Three Hundred Seventy-Five Thousand Dollars ($375,000.00), to provide funding for the SW 37th Terrace Stormwater Improvement Project.

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

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

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

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

PASSED AND ADOPTED on November 21, 2022.

ATTEST:

THOMAS SCHNEIDER, CMC CITY CLERK	ARCHIBALD J. RYAN IV MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement

This Agreement is entered into between the Parties named below, pursuant to Section 215.971, *Florida Statutes*:

1. Project Title (Project): **SW 37th Terrace Stormwater Project**
Agreement Number: **22FRP17**

2. Parties: **State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard Tallahassee, Florida 32399-3000** (Department)

Grantee Name: **City of Dania Beach** Entity Type: **Local Government**

Grantee Address: **100 W. Dania Beach Blvd, Dania Beach, Florida 33004** FEID: **59-6000302** (Grantee)

3. Agreement Begin Date: **Upon Execution**
Date of Expiration: **9/30/2026**

4. Project Number: **FRP017** *(If different from Agreement Number)*
Project Location(s): **26.05226 / -80.14473**

Project Description: **Project consists of construction of a stormwater infrastructure along SW 37th Terrace. This proposed stormwater pipe system will connect to an existing stormwater system maintained by FDOT on Stirling Road. This interconnection will allow the runoff on SW 37th Terrace to discharge into a lake located west of the project site. Project will reduce flooding and provide additional water quality in residential area.**

5. Total Amount of Funding: **$375,000.00**

Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
☐ State ☑ Federal	**152-D 22**	**$375,000.00**
☐ State ☐ Federal		
☑ Grantee Match		**$375,000.00**
	Total Amount of Funding + Grantee Match, if any:	**$750,000.00**

6. Department's Grant Manager
Name: **George Frisby** or successor
Address: **Resilient Florida Program**
2600 Blair Stone Road, MS235
Tallahassee, Florida 32399
Phone: **850-245-8332**
Email: **George.Frisby@FloridaDEP.gov**

Grantee's Grant Manager
Name: **Colin Donnelly** or successor
Address: **1202 Stirling Road**
Dania Beach, FL 33004
Phone: **(954) 924-6808-3618**
Email: **cdonnelly@daniabeachfl.gov**

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

☑ Attachment 1: Standard Terms and Conditions Applicable to All Grant Agreements
☑ Attachment 2: Special Terms and Conditions
☑ Attachment 3: Grant Work Plan
☑ Attachment 4: Public Records Requirements
☑ Attachment 5: Special Audit Requirements
☑ Attachment 6: Program-Specific Requirements
☐ Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com, in accordance with § 215.985, F.S.
☑ Attachment 8: Federal Regulations and Terms (Federal)
☐ Additional Attachments (if necessary):
☑ Exhibit A: Progress Report Form
☐ Exhibit B: Property Reporting Form
☑ Exhibit C: Payment Request Summary Form
☐ Exhibit D: Quality Assurance Requirements for Grants
☐ Exhibit E: Advance Payment Terms and Interest Earned Memo
☑ Additional Exhibits (if necessary): **Exhibit F: Final Report Form, Exhibit G: Photographer Release Form, and Exhibit H: Contractual Services Certification**

8. The following information applies to Federal Grants only and is identified in accordance with 2 C.F.R. § 200.331(a)(1):

Federal Award Identification Number(s) (FAIN):	**SLFRP0125**
Federal Award Date to Department:	**2/4/22**
Total Federal Funds Obligated by this Agreement:	**$375,000.00**
Federal Awarding Agency:	**U.S. Department of Treasury**
Award R&D?	☐ Yes ☑N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date above or the last date signed below, whichever is later.

City of Dania Beach **GRANTEE**

Grantee Name

By _____ _____

(*Authorized Signature)* Date Signed

_____

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection **DEPARTMENT**

By _____ _____

Secretary or Designee Date Signed

Alex Reed, Director of the Office of Resilience and Coastal Protection

Print Name and Title of Person Signing

☑ Additional signatures attached on separate page.

ORCP Additional Signatures

_____

DEP Grant Manager

_____

DEP QC Reviewer

Local Sponsor may add additional signatures if needed below.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
   i. Standard Grant Agreement
   ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
   iii. Attachment 1, Standard Terms and Conditions
   iv. The Exhibits in the order designated in the Standard Grant Agreement

b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.

c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.

d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
   (1) an increase or decrease in the Agreement funding amount;
   (2) a change in Grantee's match requirements;
   (3) a change in the expiration date of the Agreement; and/or
   (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.
   A change order to this Agreement may be used when:
   (1) task timelines within the current authorized Agreement period change;
   (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
   (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
   (4) fund transfers between budget categories for the purposes of meeting match requirements.
   This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.

b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.

b. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.

    i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.

    ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement

the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with Section 215.422, Florida Statutes (F.S.).

b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.

c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.

d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: https://www.myfloridacfo.com/division/aa/state-agencies.

e. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.

f. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.

g. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.

h. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.

i. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: https://www.myfloridacfo.com/division/aa/state-agencies.

j. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.

b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates)

shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.

c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing $5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in Chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.
    i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.
    ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.

d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with Section 112.061, F.S.

e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing $5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form**.**

f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.

g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.

h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form**,** to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.

b. If Grantee fails to perform the requested work, or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.

c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.

d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.

b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.

c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage ***prior to*** performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.

d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.

e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.

b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had

been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

a. The commitment of any material breach of this Agreement by Grantee, 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;
b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
d. Failure to honor any term of the Agreement;
e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
f. 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;
g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
h. Failure to maintain the insurance required by this Agreement;
i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (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 Grantee of a general assignment for the benefit of creditors;
    iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
    iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY**. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
    i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
    ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.

b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.

c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.

d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or

otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of $100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

b. Pursuant to Sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:

   i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract 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 for a period of 36 months following the date of being placed on the convicted vendor list.

   ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

   iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.

   iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.

b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.

c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Scrutinized Companies.

a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

c. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

25. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to Section 216.347, F.S., except that pursuant to the requirements of Section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with Sections 11.062 and 216.347, F.S.

26. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/).

27. Audits.

a. Inspector General. The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.

b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:

    i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;

ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: https:\\apps.fldfs.com\fsaa.

d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.

e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
    i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
    ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
    iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

28. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

29. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

30. Subcontracting.

a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.

b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.

c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

31. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

32. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

33. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

34. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

35. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

36. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

37. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual

reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

38. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. 22FRP17

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.
The Project funded under this Agreement is SW 37th Terrace Stormwater Project. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.
a. Reimbursement Period. The reimbursement period for this Agreement is the same as the term of the Agreement.
b. Extensions. There are extensions available for this Project.
c. Service Periods. Additional service periods may be added in accordance with 2.a above and are contingent upon proper and satisfactory technical and administrative performance by the Grantee and the availability of funding.

3. Payment Provisions.
a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
b. Invoicing. Invoicing will occur as indicated in Attachment 3.
c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.
Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

Reimbursement	Match	Category
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☒	☒	Contractual (Subcontractors)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☐	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase.
No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.
There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements
The Agreement requires at least a **50%** match on the part of the Grantee. Therefore, the Grantee is responsible for providing **$375,000.00** through cash or third party in-kind towards the project funded under this Agreement.
The Grantee may claim allowable project expenditures made on July 1, 2021 or after for purposes of meeting its match requirement as identified above.

Each payment request submitted shall document all matching funds and/or match efforts (i.e., in-kind services) provided during the period covered by each request. The final payment will not be processed until the match requirement has been met.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.
The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be $250,000 for each occurrence and $500,000 policy aggregate.

b. Commercial Automobile Insurance.
If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.
The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of $100,000 per accident, $100,000 per person, and $500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

Retainage is permitted under this Agreement. Retainage may be up to a maximum of 10% of the total amount of the Agreement.

11. Subcontracting.

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.

The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.

There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Additional Terms.

Documentary Evidence Requirement for Subcontractor(s). If any work associated with this Agreement is completed by a subcontractor(s), the Grantee shall require that such subcontractor(s) submit documentary evidence (e.g.,

workshop agendas; meeting recordings) to Grantee demonstrating that the subcontractor(s) has fully performed its Project obligation(s). The Grantee shall forward copies of all such documentary evidence to the Department with the Grantee's relevant deliverable(s), using the approved Project Timeline set forth in Attachment 3 to this Agreement (Grant Work Plan).

Sea Level Impact Projection Study Requirement. If the project is within the designated area, pursuant to Section 161.551, F.S. and Chapter 62S-7, *Florida Administrative Code*, the Grantee is responsible for performing a Sea Level Impact Projection (SLIP) study and submitting the resulting report to the Department. The SLIP study report must be received by the Department, approved by the Department, and be published on the Department's website for at least thirty (30) days before construction can commence. This rule went into effect July 1, 2021, and applies to certain state-funded construction projects located in the coastal building zone as defined in the rule.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
GRANT WORK PLAN
AGREEMENT NO. 22FRP17

ATTACHMENT 3

PROJECT TITLE: SW 37th Terrace Stormwater Project

PROJECT LOCATION: The Project is located in the City of Dania Beach within Broward County, Florida.

PROJECT DESCRIPTION: The SW 37th Terrace Stormwater Project (the Project) includes the installation of new catch basins inlets, drainage piping and regraded swales. A stormwater pipe network consisting of 15-inch and 18-inch Reinforced Concrete Pipe (RCP) will be installed along the low-lying areas of SW 37th Terrace. This stormwater pipe system will connect to an existing stormwater system maintained by Florida Department of Transportation on Stirling Road. This interconnection will allow the runoff on SW 37th Terrace to discharge into a lake located west of the project site. Water quality treatment will be provided to the project area with the installation of perforated RCP pipes surrounded by exfiltration trenches as well as the regrading of a grassy area on the north end of the site to be a large swale. Overall, the proposed stormwater improvements will alleviate flooding on SW 37th Terrace and provide additional water quality treatment and storage prior to discharging stormwater offsite.

TASKS AND DELIVERABLES:

Task 1: Construction

Description: The Grantee will construct stormwater improvements on SW 37th Terrace which include a new pipe network, exfiltration trenches, and regrading of swales in accordance with the construction contract documents. Project costs associated with the Construction task include work approved through construction bids and/or construction-phase engineering and monitoring services contracts. Eligible activities may include mobilization, demobilization, demolition and restoration. Construction shall be conducted in accordance with all state or federal permits.

Deliverables: The Grantee will submit: 1) a copy of the as-built drawings; 2) a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request; 3) a signed Engineer's Certification of Payment Request; and 4) when construction is complete, a Certificate of Completion signed by a Florida-registered Professional Engineer.

PERFORMANCE MEASURES: The Grantee will submit all deliverables for each task to the Department's Grant Manager on or before the Task Due Date listed in the Project Timeline. The Grantee must also submit Exhibit A, Progress Report Form, to the Department's Grant Manager, with every deliverable and payment request. For interim payment requests, Exhibit A may serve as the deliverable for a task. The Department's Grant Manager will review the deliverable(s) to verify that they meet the specifications in the Grant Work Plan and the task description, to include any work being performed by any subcontractor(s). Upon review and written acceptance by the Department's Grant Manager of deliverables under the task, the Grantee may proceed with payment request submittal.

CONSEQUENCES FOR NON-PERFORMANCE: For each task deliverable not received by the Department at one hundred percent (100%) completion and by the specified due date listed in the Agreement's most recent Project Timeline, the Department will reduce the relevant Task Funding

Amount(s) paid to Grantee in proportion to the percentage of the deliverable(s) not fully completed and/or submitted to the Department in a timely manner.

PAYMENT REQUEST SCHEDULE: Following the Grantee's full completion of a task, the Grantee may submit a payment request for cost reimbursement using both Exhibit A, Progress Report Form, and Exhibit C, Payment Request Summary Form. Interim payment requests cannot be made more frequently than monthly and must be made using Exhibit A, detailing all work progress made during that payment request period, and Exhibit C. Upon the Department's receipt of Exhibit A and C, along with all supporting fiscal documentation and deliverables, the Department's Grant Manager will have ten (10) working days to review and approve or deny the payment request.

PROJECT TIMELINE AND BUDGET DETAIL: The tasks must be completed by, and all deliverables received by, the corresponding task due date listed in the table below. Cost-reimbursable grant funding must not exceed the budget amounts indicated below. Requests for any change(s) must be submitted prior to the current task due date listed in the Project Timeline. Requests are to be sent via email to the Department's Grant Manager, with the details of the request and the reason for the request made clear.

Task No.	Task Title	Budget Category	DEP Amount	Local Amount	Total Amount	Task Start Date	Task Due Date
1	Construction	Contractual Services	$ 375,000	$ 375,000	$ 750,000	Upon execution	06/30/2026
		Total:	**$ 375,000**	**$ 375,000**	**$ 750,000**		

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements

Attachment 4

1. **Public Records.**

a. If the Agreement exceeds $35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.

b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. **Additional Public Records Duties of Section 119.0701, F.S., If Applicable.**
For the purposes of this paragraph, the term "contract" means the "Agreement." If Grantee is a "contractor" as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

a. Keep and maintain Public Records required by Department to perform the service.

b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.

d. 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 term and following completion of the contract if the contractor does not transfer the Public Records to Department.

e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department's custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT:**

Telephone: **(850) 245-2118**
Email: public.services@floridadep.gov
Mailing Address: **Department of Environmental Protection**
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)

Attachment 5

The administration of resources awarded by the Department of Environmental Protection *(which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient *(which may be referred to as the "Recipient", "Grantee" or other name in the agreement)* may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 C.F.R. Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (*see* "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 C.F.R. § 200.425, or other procedures. By entering into this Agreement, the recipient 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 recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 C.F.R. § 200.330

1. A recipient that expends $750,000 or more in federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 C.F.R. Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 C.F.R. §§ 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 C.F.R. Part 200.514 will meet the requirements of this part.

2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 C.F.R. §§ 200.508-512.

3. A recipient that expends less than $750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 C.F.R. Part 200, Subpart F-Audit Requirements. If the recipient expends less than $750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 C.F.R. Part 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities).

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at **www.cfda.gov**

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), *Florida Statutes*.

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

2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), *Florida Statutes*. This includes submission of a financial reporting package as defined by Section 215.97(2), *Florida Statutes*, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, *Florida Statutes*, is not required. In the event that the recipient expends less than $750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, *Florida Statutes*, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at http://www.leg.state.fl.us/Welcome/index.cfm, State of Florida's website at http://www.myflorida.com/, Department of Financial Services' Website at http://www.fldfs.com/and the Auditor General's Website at http://www.myflorida.com/audgen/.

PART III: OTHER AUDIT REQUIREMENTS

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

PART IV: REPORT SUBMISSION

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

   A. The Federal Audit Clearinghouse designated in 2 C.F.R. § 200.501(a) (the number of copies required by 2 C.F.R. § 200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at http://harvester.census.gov/facweb/

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

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

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

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

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 C.F.R. § 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 C.F.R. Part 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient 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 recipient 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.

EXHIBIT 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
Original Agreement	U.S. Department of Treasury	21.027	SLRFP0125	$375,000	152-D 22
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.:(eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year[1]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
State Program B	State Awarding Agency	State Fiscal Year[2]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	$375,000	

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [www.cfda.gov] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]. The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

[1] Subject to change by Change Order.
[2] Subject to change by Change Order.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
PROGRAM-SPECIFIC REQUIREMENTS
RESILIENT FLORIDA PROGRAM

ATTACHMENT 6

1. Permits. The Grantee acknowledges that receipt of this grant does not imply nor guarantee that a federal, state, or local permit will be issued for a particular activity. The Grantee agrees to ensure that all necessary permits are obtained prior to implementation of any grant-funded activity that may fall under applicable federal, state, or local laws. Further, the Grantee shall abide by all terms and conditions of each applicable permit for any grant-funded activity. Upon request, the Grantee must provide a copy of all acquired and approved permits for the project.

2. Ineligibility. If the Grantee fails to perform in accordance with the terms and conditions set forth in this Agreement; Attachment 3 (Grant Work Plan), and all other applicable attachments and exhibits, the Grantee shall be ineligible to be considered for funding under the Resilient Florida Program for two (2) consecutive funding cycles. The Department shall make its determination of ineligibility within thirty (30) days of this Agreement's end date and notify the Grantee in writing if determined ineligible. If the failure to perform in accordance with the terms and conditions set forth in this Agreement is due to the Grantee's contractor or subcontractor(s), then the Grantee should submit that documentation in writing to the Department's Grant Manager.

3. Additional Documentation for Contractual Costs. In addition to the documentation requirements in paragraph 11 of Attachment 2 (Subcontracting), and in paragraph 9.c. of Attachment 1 (Contractual Costs (Subcontractors)), Grantee shall provide the following for all subcontractual agreements that the Grantee executes for this project:

    a. A valid link or documentation that outlines their entity's procurement processes as required in Attachment 1, paragraph 9.c; and
    b. A certification statement signed by the Grantee's designated grant manager indicating the procurement process that was utilized per their entities' policies and procedures for all subcontractors. The certification must include a listing of all subcontractor quotes/bids amounts, along with the company name, address, and the details of how and why they made their determinations for those subcontractors that were selected and utilized for this Agreement.

4. Attachment 3, Grant Work Plan, Performance Measures. All deliverables and reports submitted to the Department should be submitted electronically and must be compliant with the Americans with Disabilities Act, also known as "508 Compliant," in all formats provided.

5. Copyright, Patent and Trademark. The Department reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for state government purposes:

    a. The copyright in any work developed under this Agreement; and
    b. Any rights or copyright to which the Grantee or subcontractor purchases ownership with grant support.

6. Grant funds may not be used to support ongoing efforts to comply with legal requirements, including permit conditions, mitigation, and settlement agreements.

7. Funding Source. With the exception of audiovisuals not intended for presentation to the general public that are produced either as research instruments or for documenting experimentation or findings (unless otherwise required under the special terms of this Agreement), Grantee agrees to include the Department's logo (which

can be found on the Department's website at: https://floridadep.gov or by contacting the Grant Manager for a copy) on all publications, printed reports, maps, audiovisuals (including videos, slides, and websites), and similar materials, as well as the following language:

"This work was funded in part through a grant agreement from the Florida Department of Environmental Protection's Office of Resilience and Coastal Protection Resilient Florida Program. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies."

The next printed line must identify the month and year of the publication.

8. Final Project Report. The Grantee shall submit Exhibit F, Final Project Report Form, prior to requesting final payment. The Final Project Report may be submitted in lieu of the final quarterly status report, only in instances where the next quarterly report falls after the project's completion date.

ATTACHMENT 8
Contract Provisions for Coronavirus State and Local Fiscal Recovery Funds (SLFRF) Agreements

The Department, as a Non-Federal Entity as defined by 2 CFR §200.69, shall comply with the following provisions, where applicable. For purposes of this Grant Agreement between the Department and the Grantee, the term "Recipient" shall mean "Grantee."

Further, the Department, as a pass-through entity, also requires the Grantee to pass on these requirements to all lower tier subrecipients/contractors, and to comply with the provisions of the award, the SLFRF implementing regulation, including applicable provisions of the OMB Uniform Guidance (2 CFR Part 200), and all associated terms and conditions. Therefore, Grantees must include these requirements in all related subcontracts and/or sub-awards. Grantees can include these requirements by incorporating this Attachment in the related subcontract and/or sub-awards, however for all such subcontracts and sub-awards, the Grantee shall assume the role of the Non-Federal Entity and the subrecipients shall assume the role of the Recipient.

2 CFR PART 200 APPENDIX 2 REQUIREMENTS

1. Administrative, Contractual, and Legal Remedies

The following provision is required if the Agreement is for more than $150,000. In addition to any of the remedies described elsewhere in the Agreement, if the Recipient materially fails to comply with the terms and conditions of this Contract, including any Federal or State statutes, rules, or regulations, applicable to this Contract, the Non-Federal Entity may take one or more of the following actions.

A. Temporarily withhold payments pending correction of the deficiency by the Recipient.
B. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
C. Wholly or partly suspend or terminate this Contract.
D. Take other remedies that may be legally available.

The remedies identified above, do not preclude the Recipient from being subject to debarment and suspension under Presidential Executive Orders 12549 and 12689. The Non-Federal entity shall have the right to demand a refund, either in whole or part, of the funds provided to the Recipient for noncompliance with the terms of this Agreement.

2. Termination for Cause and Convenience

Termination for Cause and Convenience are addressed elsewhere in the Agreement.

3. Equal Opportunity Clause

The following provision applies if the agreement meets the definition of "federally assisted construction contract" as defined by 41 CFR Part 60-1.3:

During the performance of this Agreement, the Recipient agrees as follows:

A. The Recipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Recipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
    i. 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 Recipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
B. The Recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Recipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
C. The Recipient will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's

essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Recipient's legal duty to furnish information.

D. The Recipient will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Agreement or understanding, a notice to be provided advising the said labor union or workers' representatives of the Recipient's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

E. The Recipient 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.

F. The Recipient will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

G. In the event of the Recipient's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Recipient may be declared ineligible for further Government contracts or federally assisted construction 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.

H. The Recipient will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order 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 Recipient will take such action with respect to any subcontractor purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

4. Contract Work Hours and Safety Standards Act

Where applicable, if the Agreement is in excess of $100,000 and involves the employment of mechanics or laborers, the Recipient must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each Recipient 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.

5. Rights to Inventions Made Under Agreement

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

6. Clean air Act (42 U.S. C. 7401-7671q.), the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), and EPA Regulations

If the Agreement is in excess of $100,000, the Recipient shall 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 by the EPA (40 CFR Part 15). Violations must be reported to the

Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).

i. The Grantee shall include these requirements for the Clean Air Act and the Federal Water Pollution Act in each subcontract exceeding $100,000 financed in whole or in part with SLFRF funds.

7. Debarment and Suspension (Executive Orders 12549 and 12689)

The Recipient certifies that it is not listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 and 2 CF 1200 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension."

8. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

The Recipient certifies 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. If applicable, the Recipient shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award, using form SF-LLL, available at:
https://apply07.grants.gov/apply/forms/sample/SFLLL_1_2_P-V1.2.pdf.

i. Grantees who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier, up to the recipient.

9. Procurement of Recovered Materials

The Recipient must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act as described in 2 CFR part 200.322.

10. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

The Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as partof any system. See Section 889 of Public Law 115-232 (National Defense Authorization Act 2019). Also, see 2 CFR 200.216 and 200.471.

11. Domestic Preferences for Procurement

The Recipients and subrecipients must, to the greatest extent practical, give preference to the purchase, acquisition, or use of goods, products, or materials produced in the United States in accordance with 2 CFR 200.322.

ADMINISTRATIVE

1. General Federal Regulations

Recipients shall comply with the regulations listed in 2 CFR 200, 48 CFR 31, and 40 U.S.C. 1101 *et seq.*

2. Rights to Patents and Inventions Made Under a Contract or Agreement

Rights to inventions made under this assistance agreement are subject to federal patent and licensing regulations, which are codified at Title 37 CFR Part 401 and Title 35 U.S.C. 200 through 212.

3. Compliance with the Trafficking Victims Protection Act of 2000 (2 CFR Part 175)

Recipients, their employees, subrecipients under this award, and subrecipients' employees may not:

A. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
B. Procure a commercial sex act during the period of time that the award is in effect; or
C. Use forced labor in the performance of the award or subawards under the award.

4. Whistleblower Protection

Recipients shall comply with U.S.C. §4712, Enhancement of Recipient and Subrecipient Employee Whistleblower Protection. This requirement applies to all awards issued after July 1, 2013 and effective December 14, 2016 has been permanently extended (Public Law (P.L.) 114-261).

A. This award, related subawards, and related contracts over the simplified acquisition threshold and all

employees working on this award, related subawards, and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies in the pilot program on award recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (P.L. 112-239).

B. Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.

C. The Recipient shall insert this clause, including this paragraph C, in all subawards and in contracts over the simplified acquisition threshold related to this award; best efforts should be made to include this clause, including this paragraph C in any subawards and contracts awarded prior to the effective date of this provision.

5. Notification of Termination (2 CFR § 200.340)

In accordance with 2 CFR § 200.340, in the event that the Agreement is terminated prior to the end of the period of performance due to the Recipient's or subcontractor's material failure to comply with Federal statutes, regulations or the terms and conditions of this Agreement or the Federal award, the termination shall be reported to the Office of Management and Budget (OMB)-designated integrity and performance system, accessible through System for Award Management (SAM) currently the Federal Awardee Performance and Integrity Information System (FAPIIS). The Non-Federal Entity will notify the Recipient of the termination and the Federal requirement to report the termination in FAPIIS. See 2 CFR § 200.340 for the requirements of the notice and the Recipient's rights upon termination and following termination.

6. Additional Lobbying Requirements

A. The Recipient certifies that no funds provided under this Agreement have been used or will be used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law.

B. The Lobbying Disclosure Act of 1995, as amended (2 U.S.C. §1601 et seq.), prohibits any organization described in Section 501(c)(4) of the Internal Revenue Code, from receiving federal funds through an award, grant (and/or subgrant) or loan unless such organization warrants that it does not, and will not engage in lobbying activities prohibited by the Act as a special condition of such an award, grant (and/or subgrant), or loan. This restriction does not apply to loans made pursuant to approved revolving loan programs or to contracts awarded using proper procurement procedures.

C. Pursuant to 2 CFR §200.450 and 2 CFR §200.454(e), the Recipient is hereby prohibited from using funds provided by this Agreement for membership dues to any entity or organization engaged in lobbying activities.

7. Increasing Seat Belt Use in the United States

Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Grantee is encouraged to adopt and enforce on-the-job seat belt policies and programs for its employees when operating company-owned, rented or personally owned vehicles.

8. Reducing Text Messaging While Driving

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Grantee is encouraged to adopt and enforce policies that ban text messaging while driving and establish workplace safety policies to decrease accidents caused by distracted drivers.

9. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970

Where applicable, 42 U.S.C. §§ 4601-4655 and implementing regulations apply to this Agreement.

COMPLIANCE WITH ASSURANCES

1. Assurances

Recipients shall comply with all applicable assurances made by the Department or the Recipient to the Federal Government during the Grant application process.

FEDERAL REPORTING REQUIREMENTS

1. FFATA

Grant Recipients awarded a new Federal grant greater than or equal to $30,000 awarded on or after October1, 2015, are subject to the FFATA the Federal Funding Accountability and Transparency Act ("FFATA") of 2006. The FFATA legislation requires that information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is www.USASpending.gov. The Grantee agrees to provide the information necessary, within one (1) month of execution, for the Department to comply with this requirement.

DEPARTMENT OF TREASURY-SPECIFIC

1. Civil Rights Compliance

Recipients of Federal financial assistance from the Treasury are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the Treasury do not deny benefits or services or otherwise discriminate on the basis of race, color, national origin, (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following: Title VI of Civil Rights Acts of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department of Treasury implementing regulations at 31 CFR part 23.

The Department of Treasury will request information on recipients' compliance with Title VI of the Civil Rights Act of 1964, as applicable, on an annual basis. This information may include a narrative descripting the recipient's compliance with Title VI, along with other questions and assurances.

SLFRF-SPECIFIC

1. Period of Performance

All funds from SLFRF must be obligated by December 31, 2024 and expended by December 31, 2026.

2. Equipment and Real Property Management

Any purchase of equipment or real property with SLFRF funds must be consistent with the Uniform Guidance at 2 CFR Part 200, Subpart D. Equipment and real property acquired under this program must be used for the originally authorized purpose. Consistent with 2 CFR 200.311 and 2 CFR 200.313, any equipment or real property acquired using SLFRF funds shall vest in the non-Federal entity. Any acquisition and maintenance of equipment or real property must also be in compliance with relevant laws and regulations.

SLFRF INFRASTRUCTURE PROJECTS

For all infrastructure projects, the Grantee shall provide the following project information on a quarterly basis to the Department:

i. Projected/actual construction start date (month/year)
ii. Projected/actual initiation of operation date (month/year)
iii. Location details

SLFRF INFRASTRUCTURE PROJECTS OVER $10 MILLION

For infrastructure projects over $10 million, the following provisions apply:

1. Wage Certification

Grantees may provide a certification that all laborers and mechanics employed by Grantee in the performance of such project are paid wages at the rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with the Davis-Bacon Act, for the corresponding classes of laborers and mechanics employed projected of a character similar to the contract work in the civil subdivision of Florida in which the work is to be performed. If the Grantee does not provide such certification, the Grantee must provide a project employment and local impact report detailing:

i. The number of employees of contractors and sub-contractors working on the project;
ii. The number of employees on the project hired directly and hired through a third party;
iii. The wages and benefits of workers on the project by classification; and
iv. Whether those wages are at rates less than those prevailing.

Grantee must maintain sufficient records to substantiate this information upon request.

2. Project Labor Agreements

Grantees may provide a certification that the project includes a project labor agreement, meaning a pre-hire collective bargaining agreement consistent with the section 8(f) of the National Labor Relations Act (29 U.S.C. 158(f)). If the Grantee does not provide such certification, the Grantee must provide a project workforce continuity plan, detailing:

i. How the Grantee will ensure the project has ready access to a sufficient supply of

appropriately skilled and unskilled labor to ensure high-quality construction throughout the life of the project;

ii. How the Grantee will minimize risks of labor disputes and disruptions that would jeopardize timeliness and cost-effectiveness of the project;

iii. How the Grantee will provide a safe and healthy workplace that avoids delays and costs associatedwith workplace illnesses, injuries, and fatalities;

iv. Whether workers on the project will receive wages and benefits that will secure and appropriately skilled workforce in the context of the local or regional labor market; and

v. Whether the project has completed a labor agreement.

3. Other Reporting Requirements

Grantees must report whether the project prioritizes local hires and whether the project has Community Benefit Agreement, with a description of any such agreement, if applicable.

SLFRF WATER & SEWER PROJECTS

For water and sewer projects, Grantees shall provide the following information to the Department once the project starts:

i. National Pollutant Discharge Elimination System (NPDES) Permit Number

ii. Public Water System (PWS) ID number

iii. Median Household Income of service area

iv. Lowest Quintile Income of the service area

DEPARTMENT OF ENVIRONMENTAL PROTECTION
Resilient Florida Program
Progress Report Form

Exhibit A

DEP Agreement No.:	22FRP17		
Project Title:	SW 37th Terrace Stormwater Project		
Grantee Name:	City of Dania Beach		
Grantee Address:			
Grantee's Grant Manager:		**Telephone No.:**	
Reporting Period:	(MM/DD/YYYY – MM/DD/YYYY)		

INSTRUCTIONS: Provide the following information for **all tasks and deliverables identified in Attachment 3, Grant Work Plan:** Description of the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, proposed work for the next reporting period, and percentage of the work that has been completed to date.
NOTE: Use as many pages as necessary to cover all tasks in the Grant Work Plan.

The following format should be followed:

Task 1:
Progress for this reporting period:
Identify any delays or problems encountered:
Percentage of task completed:

Task 2:
Progress for this reporting period:
Identify any delays or problems encountered:
Percentage of task completed:

Task 3:
Progress for this reporting period:
Identify any delays or problems encountered:
Percentage of task completed:

Task 4:
Progress for this reporting period:
Identify any delays or problems encountered:
Percentage of task completed:

This report is submitted in accordance with the reporting requirements of the above DEP Agreement No. and accurately reflects the activities associated with the project.

Signature of Grantee's Grant Manager (or successor) Date

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
EXHIBIT C
PAYMENT REQUEST SUMMARY FORM

The current **Exhibit C, Payment Request Summary Form** for the Resilient Florida Program grant agreements can be found on the Department's website at the link below. Each payment request must be submitted on the current form. The Department will notify grantees of any substantial changes to Exhibit C that occur during the grant agreement period.

https://floridadep.gov/Resilient-Florida-Program/Grants

EXHIBIT F

DEP AGREEMENT NO. 22FRP17

SW 37TH TERRACE STORMWATER PROJECT

City of Dania Beach

Final Project Report

Insert Month & Year

This report is funded in part through a grant agreement from the Florida Department of Environmental Protection. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies.

Part I. Executive Summary

Part II. Methodology

Part III. Outcome

Include evaluation of project's ability to meet goals and expected performance measures and provide explanation for why goals were not met, if applicable. Identify successful outcomes, areas for improvement, and quantifiable metrics as a result of the project.

Part IV. Further Recommendations

Instructions for completing Attachment F Final Project Report Form:

DEP AGREEMENT NO.: This is the number on your grant agreement.

GRANTEE NAME: Enter the name of the grantee's agency.

PROJECT TITLE: Enter the title shown on the first page of the grant agreement.

MONTH & YEAR: Enter month and year of publication

The final Project Report must contain the following sections: Executive Summary, Methodology, Outcome, and Further Recommendations. The Final Project Report must comply with the publication requirements in the grant agreement. Please limit the final project report to no more than five (5) pages. One electronic copy shall be submitted to the Department's Grant Manager for approval. Final payment will be held until receipt and approval of the Final Project Report.

Questions regarding completion of the Final Project Report should be directed to the Department's Grant Manager, identified in paragraph 18 of this agreement.

Florida Department of Environmental Protection

EXHIBIT G

PHOTOGRAPHER RELEASE FORM
FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS

DEP AGREEMENT NO: 22FRP17

RELEASE FORM FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS

Owner/Submitter's Name: _____

Address: _____

City: _____ **State:** _____ **Zip:** _____

Phone Number: (_____) _____ **Email:** _____

License and Indemnification

I certify that I am the owner of the photograph(s), video(s), audio recording(s) and/or artwork(s) being submitted and am eighteen (18) years of age or older.

I hereby grant to the Florida Department of Environmental Protection the royalty-free and non-exclusive right to distribute, publish and use the photograph(s), video(s), audio recording(s) and art work(s) submitted herewith (the "Work") to promote the Florida Department of Environmental Protection. Uses may include, but are not limited to:

1. Promotion of FDEP (including, but limited to publications, websites, social media venues, advertisements, etc.); and
2. Distribution to the media; and
3. Use in commercial products.

The Florida Department of Environmental Protection reserves the right to use/not use any Work as deemed appropriate by the Florida Department of Environmental Protection. No Work will be returned once submitted.

I hereby acknowledge that the Florida Department of Environmental Protection shall bear no responsibility whatsoever for protecting the Work against third-party infringement of my copyright interest or other intellectual property rights or other rights I may hold in such Work, and in no way shall be responsible for any losses I may suffer as a result of any such infringement; and I hereby represent and warrant that the Work does not infringe the rights of any other individual or entity.

I hereby unconditionally release, hold harmless and indemnify the Florida Department of Environmental Protection, its employees, volunteers, and representatives of and from all claims, liabilities and losses arising out of or in connection with the Florida Department of Environmental Protection's use of the Work. This release and indemnification shall be binding upon me, and my heirs, executors, administrators and assigns.

I have read and understand the terms of this release.

Owner signature: _____ **Date:** _____

Photo/video/audio/artwork/recording file name(s): _____

Location of photo/video/audio recording/artwork: _____

Name of person accepting Work submission _____

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
CONTRACTUAL SERVICES CERTIFICATION

Exhibit H

Required for all grant agreements that include Contractual Services as an expenditure category.

DEP Agreement Number: 22FRP17

Project Title: SW 37th Terrace Stormwater Project

Grantee: City of Dania Beach

Prior to making a request for payment of contractual services, the Grantee must provide the following to the Department Grant Manager then responsible for the Grantee's Resilient Florida Grant Program grant agreement:

1. Documentation of the Grantee's procurement process, as consistent with Attachment 1, Paragraph 9(c) and Attachment 2, Paragraph 11;
2. A list of all subcontractor quote and/or bid amounts (as applicable), including the company name and address for each subcontractor;
3. An explanation of how and why the Grantee made their determination(s) for the subcontractor(s) selected to perform certain task(s) under the Grantee's relevant grant agreement; and
4. This Exhibit H, signed and dated by the Grantee's own (non-Departmental) grant manager.

By signing below, I certify that, on behalf of the Grantee, I have provided all the information required by items 1. through 3. of this exhibit, as stated above, to the Department Grant Manager currently responsible for the Grantee's Resilient Florida Grant Program grant agreement. I also certify that the procurement process the Grantee utilized follows all of said Grantee's non-Departmental policies and procedures for subcontractors.

_____
Grantee's Grant Manager Signature

_____
Print Name

_____
Date

RESOLUTION NO. 2022-083

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE AWARD OF INVITATION TO BID ("ITB") NO. 22-006, ENTITLED "SW 37TH TERRACE STORMWATER IMPROVEMENT PROJECT" TO KAILAS, CORP., IN AN AMOUNT NOT TO EXCEED ONE MILLION TWO HUNDRED THIRTY THOUSAND FOUR HUNDRED THIRTY-TWO DOLLARS ($1,230,432.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on January 25, 2022, the City Commission authorized the SW 37th Terrace Stormwater Improvement Project (Project), along with other neighborhood drainage projects, to address chronic and recurring flooding; and

WHEREAS, the Public Services Department ("PSD") engaged Chen Moore and Associates to design, prepare construction documents, obtain permits and provide post-design services for this project; and

WHEREAS, on January 25, 2022, the City Commission of the City of Dania Beach approved Resolution No. 2022-006, authorizing PSD to issue an Invitation to Bid ("ITB") No. 22-006 for the SW 37th Terrace Stormwater Improvement Project; and

WHEREAS, on April 1, 2022, the City received four responses to ITB No. 2022-006, shown below:

1. Kailas, Corp.	$1,230,432.00
2. Florida Engineering & Development Corp	$1,301,977.92
3. C&W Pipeline, Inc.	$1,371,540.00
4. Man Con, Inc.	$1,575,908.60; 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 Kailas, Corp. as the lowest and most qualified; and

WHEREAS, on May 24, 2022, the City Commission adopted Ordinance No. 2022-021, which authorized the expenditure of funds exceeding one million dollars for SW 37th Terrace and SW 54th Court Stormwater Improvement Projects,

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 Kailas, Corp. for the SW 37th Terrace Stormwater Improvement Project in an amount not to exceed One Million Two Hundred Thirty Thousand Four Hundred Thirty-Two Dollars ($1,230,432.00).

Section 3. That funding will be appropriated from the Stormwater/Infrastructure other than Buildings Account Number 403-38-31-538-63-10 in the amount not to exceed Eight Hundred Fifty-Five Thousand Four Hundred Thirty Dollars ($855,432.00) and that Three Hundred Seventy-Five Thousand Dollars ($375,000.00) will be provided by a grant from the Florida Department of Environmental Protection's Resilient Florida grant program.

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 May 24, 2022.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

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 BETWEEN THE CITY OF DANIA BEACH AND THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR GRANT FUNDS IN THE AMOUNT OF THREE HUNDRED FIFTY THOUSAND DOLLARS ($350,000.00) FOR THE SW 54TH COURT STORMWATER IMPROVEMENT PROJECT; 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-RES-FLA_54CT -AWARD-112122 (003), R-2022- FDEP Resilient Florida Grant Funding Agreement for SW 54th Court Stormwater Improvement Project, 22FRP23 - SW 54th Court Stormwater Project, R-2022-084 ATC Engineering, Inc. Bid Award for SW 54th Court Stormwater Improvement Project (ITB 22-007) executed

CITY OF DANIA BEACH
PUBLIC SERVICES DEPARTMENT

MEMORANDUM

DATE: November 21, 2022

TO: Honorable Mayor and Commissioners

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

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

RE: APPROVAL OF A RESOLUTION TO ENTER INTO AN AGREEMENT WITH THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR FUNDING THE SW 54TH COURT STORMWATER IMPROVEMENT PROJECT

Request

The Public Services Department (PSD) requests approval of a resolution authorizing a funding agreement with the Florida Department of Environmental Protection (FDEP) for the "SW 54th Court Stormwater Project."

Background

On December 8, 2020, following a presentation on stormwater projects the City Commission authorized the SW 54th Court Stormwater Improvement Project (Project) and other neighborhood drainage projects to address chronic flooding. Subsequently, the Public Services Department (PSD) engaged Chen Moore and Associates to design, prepare construction documents, process permits, and provide post-design services for this project.

On October 14, 2021, the City of Dania Beach applied to the Florida Department of Environmental Protection (FDEP) for a Resilient Florida grant to assist in funding the SW 54th Court Stormwater Project. FDEP approved the City's grant application and awarded $350,000.00 in funding for the project.

On May 24, 2022, the City Commission awarded ITB 22-007 "SW 54th Court Stormwater Improvement Project" to ATC Engineering, Inc. in the amount of $1,246,110.00 via Resolution 2022-084.

Budgetary Impact

The Resilient Florida funding for the SW 54th Court Stormwater Project in the amount of $350,000.00 will not impact the project budget since it was anticipated when the construction contract was awarded to ATC, Engineering Inc.

\continued…

APPROVAL OF A RESOLUTION TO ENTER INTO AN AGREEMENT WITH THE RIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR FUNDING THE SW COURT STORMWATER IMPROVEMENT PROJECT

Recommendation

The Public Services Department recommends the City Commission adopt a resolution authorizing the receipt of FDEP Resilient Florida funds for the SW 54th Court Drainage Improvement Project.

RESOLUTION NO. 2022-171

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF DANIA BEACH AND THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR GRANT FUNDS IN THE AMOUNT OF THREE HUNDRED FIFTY THOUSAND DOLLARS ($350,000.00) FOR THE SW 54TH COURT STORMWATER IMPROVEMENT PROJECT; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on December 8, 2020, following a presentation of the stormwater projects, the City Commission authorized the SW 54th Court Stormwater Improvement Project (Project), along with other neighborhood drainage projects, to address chronic flooding; and

WHEREAS, on October 14, 2021, the City of Dania Beach applied to the Florida Department of Environmental Protection (FDEP) for a Resilient Florida grant to assist in funding the SW 54th Court Stormwater Project; and

WHEREAS, on May 24, 2022, the City Commission awarded ITB 22-007 "SW 54th Court Stormwater Improvement Project" to ATC Engineering, Inc. in the amount of $1,243,110.00 via Resolution 2022-084.; and

WHEREAS, the City Administration supports the SW 54th Court Stormwater Project and desires to receive Resilient Florida funding from the FDEP as described in the Agreement attached as "Exhibit A", and the Agreement is made a part of and is incorporated into this Resolution by this reference;

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

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

Section 2. That the proper City officials are authorized to accept and execute a Resilient Florida Grant Agreement on behalf of the City of Dania Beach, Florida with the Florida Department of Environmental Protection in the amount of Three Hundred Fifty Thousand Dollars ($350,000.00), to provide funding for the SW 54th Court Stormwater Improvement Project.

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

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

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

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

PASSED AND ADOPTED on November 21, 2022.

ATTEST:

THOMAS SCHNEIDER, CMC CITY CLERK	ARCHIBALD J. RYAN IV MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement

This Agreement is entered into between the Parties named below, pursuant to Section 215.971, *Florida Statutes*:

1. Project Title (Project): **SW 54th Court Stormwater Project**
Agreement Number: **22FRP23**

2. Parties: **State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard Tallahassee, Florida 32399-3000** (Department)

Grantee Name: **City of Dania Beach** Entity Type: **Local Government**

Grantee Address: **100 W. Dania Beach Boulevard, Dania Beach, Florida 33004** FEID: **59-6000302** (Grantee)

3. Agreement Begin Date: **Upon Execution**
Date of Expiration: **9/30/2026**

4. Project Number: **FRP023** *(If different from Agreement Number)*
Project Location(s): **26.05178 / -80.14514**

Project Description: **The proposed stormwater improvements will alleviate flooding throughout SW 54th Court and provide additional water quality treatment and storage prior to discharging into the lake north of the site.**

5. Total Amount of Funding: **$350,000.00**

Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
☐ State ☑ Federal	**152-D 22**	**$350,000.00**
☐ State ☐ Federal		
☑ Grantee Match		**$350,000.00**
	Total Amount of Funding + Grantee Match, if any:	**$700,000.00**

6. Department's Grant Manager
Name: **George Frisby** or successor
Address: **Resilient Florida Program**, **2600 Blair Stone Road, MS235**, **Tallahassee, Florida 32399**
Phone: **850-245-8332**
Email: **George.Frisby@FloridaDEP.gov**

Grantee's Grant Manager
Name: **Colin Donnelly** or successor
Address: **100 W. Dania Beach Blvd.**, **Dania Beach, FL 33004**
Phone: **(954) 924-6808-3618**
Email: **cdonnelly@daniabeachfl.gov**

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

- ☑ Attachment 1: Standard Terms and Conditions Applicable to All Grant Agreements
- ☑ Attachment 2: Special Terms and Conditions
- ☑ Attachment 3: Grant Work Plan
- ☑ Attachment 4: Public Records Requirements
- ☑ Attachment 5: Special Audit Requirements
- ☑ Attachment 6: Program-Specific Requirements
- ☐ Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com, in accordance with § 215.985, F.S.
- ☑ Attachment 8: Federal Regulations and Terms (Federal)
- ☐ Additional Attachments (if necessary):
- ☑ Exhibit A: Progress Report Form
- ☐ Exhibit B: Property Reporting Form
- ☑ Exhibit C: Payment Request Summary Form
- ☐ Exhibit D: Quality Assurance Requirements for Grants
- ☐ Exhibit E: Advance Payment Terms and Interest Earned Memo
- ☑ Additional Exhibits (if necessary): **Exhibit F: Final Report Form, Exhibit G: Photographer Release Form, and Exhibit H: Contractual Services Certification**

8. The following information applies to Federal Grants only and is identified in accordance with 2 C.F.R. § 200.331(a)(1):

Federal Award Identification Number(s) (FAIN):	**SLFRP0125**
Federal Award Date to Department:	**2/4/22**
Total Federal Funds Obligated by this Agreement:	**$350,000.00**
Federal Awarding Agency:	**U.S. Department of Treasury**
Award R&D?	☐ Yes ☑N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date above or the last date signed below, whichever is later.

City of Dania Beach **GRANTEE**

Grantee Name

By _____

(*Authorized Signature)* Date Signed

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection **DEPARTMENT**

By _____

Secretary or Designee Date Signed

Alex Reed, Director of the Office of Resilience and Coastal Protection

Print Name and Title of Person Signing

☑ Additional signatures attached on separate page.

ORCP Additional Signatures

_____

DEP Grant Manager, George Frisby

_____

DEP QC Reviewer, Jeremy Jimenez

Local Sponsor may add additional signatures if needed below.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
   i. Standard Grant Agreement
   ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
   iii. Attachment 1, Standard Terms and Conditions
   iv. The Exhibits in the order designated in the Standard Grant Agreement

b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.

c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.

d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
   (1) an increase or decrease in the Agreement funding amount;
   (2) a change in Grantee's match requirements;
   (3) a change in the expiration date of the Agreement; and/or
   (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.
   A change order to this Agreement may be used when:
   (1) task timelines within the current authorized Agreement period change;
   (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
   (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
   (4) fund transfers between budget categories for the purposes of meeting match requirements.
   This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.

b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.

b. Invoice reduction

If Grantee does not meet a deadline for any deliverable, the Department with reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.

c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.

   i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.

   ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to

require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with Section 215.422, Florida Statutes (F.S.).

b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.

c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.

d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf.

e. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.

f. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.

g. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.

h. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.

i. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: www.myfloridacfo.com/Division/AA/Vendors/default.htm.

j. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.

b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.

c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing $5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in Chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.

    i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.

    ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.

d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with Section 112.061, F.S.

e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing $5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form**.**

f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.

g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.

h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal

Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form**,** to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.

b. If Grantee fails to perform the requested work, or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.

c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.

d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.

b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.

c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage ***prior to*** performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.

d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.

e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.

b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

a. The commitment of any material breach of this Agreement by Grantee, 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;
b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
d. Failure to honor any term of the Agreement;
e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
f. 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;
g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
h. Failure to maintain the insurance required by this Agreement;
i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (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 Grantee of a general assignment for the benefit of creditors;
    iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or

iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY**. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
   i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
   ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.

b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.

c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.

d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of $100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

b. Pursuant to Sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:

   i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract 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 for a period of 36 months following the date of being placed on the convicted vendor list.

   ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

   iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.

   iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.

b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.

c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA).

Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

b. All manufactured products used in the project are produced in the United States-this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

c. All construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Scrutinized Companies.

a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

c. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

26. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to Section 216.347, F.S., except that pursuant to the requirements of Section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with Sections 11.062 and 216.347, F.S.

27. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/).

28. Audits.

a. Inspector General. The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.

b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:

    i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;

    ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,

    iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: https:\\apps.fldfs.com\fsaa.

d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.

e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.

    i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of

money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.

ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.

iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

29. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

30. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

31. Subcontracting.

a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.

b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.

c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.

d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.

e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.

f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.

g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

32. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

33. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

34. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

35. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

36. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

37. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

38. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

39. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. 22FRP23

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.
The Project funded under this Agreement is SW 54th Court Stormwater Project. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.
a. Reimbursement Period. The reimbursement period for this Agreement is the same as the term of the Agreement.
b. Extensions. There are extensions available for this Project.
c. Service Periods. Additional service periods may be added in accordance with 2.a above and are contingent upon proper and satisfactory technical and administrative performance by the Grantee and the availability of funding.

3. Payment Provisions.
a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
b. Invoicing. Invoicing will occur as indicated in Attachment 3.
c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.
Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

Reimbursement	Match	Category
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☒	☒	Contractual (Subcontractors)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☐	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase.
No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.
There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements
The Agreement requires at least an 50% match amount match on the part of the Grantee. Therefore, the Grantee is responsible for providing $350,000.00 through cash or third party in-kind towards the project funded under this Agreement. The Grantee may claim allowable project expenditures made on July 1, 2021 or after for purposes of meeting its match requirement as identified above.

Each payment request submitted shall document all matching funds and/or match efforts (i.e., in-kind services) provided during the period covered by each request. The final payment will not be processed until the match requirement has been met.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.
The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be $250,000 for each occurrence and $500,000 policy aggregate.

b. Commercial Automobile Insurance.
If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.
The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of $100,000 per accident, $100,000 per person, and $500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

Retainage is permitted under this Agreement. Retainage may be up to a maximum of 10% of the total amount of the Agreement.

11. Subcontracting.

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.

The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.

There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Common Carrier.

a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people of commodities from place to place. If applicable, Contractor must also fill out and return PUR 1808 before contract execution] If Contractor is a common carrier pursuant to section

908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808

15. Additional Terms.

Documentary Evidence Requirement for Subcontractor(s). If any work associated with this Agreement is completed by a subcontractor(s), the Grantee shall require that such subcontractor(s) submit documentary evidence (e.g., workshop agendas; meeting recordings) to Grantee demonstrating that the subcontractor(s) has fully performed its Project obligation(s). The Grantee shall forward copies of all such documentary evidence to the Department with the Grantee's relevant deliverable(s), using the approved Project Timeline set forth in Attachment 3 to this Agreement (Grant Work Plan).

Sea Level Impact Projection Study Requirement. If the project is within the designated area, pursuant to Section 161.551, F.S. and Chapter 62S-7, *Florida Administrative Code*, the Grantee is responsible for performing a Sea Level Impact Projection (SLIP) study and submitting the resulting report to the Department. The SLIP study report must be received by the Department, approved by the Department, and be published on the Department's website for at least thirty (30) days before construction can commence. This rule went into effect July 1, 2021, and applies to certain state-funded construction projects located in the coastal building zone as defined in the rule.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
GRANT WORK PLAN
AGREEMENT NO. 22FRP23

ATTACHMENT 3

PROJECT TITLE: SW 54th Court Stormwater Project

PROJECT LOCATION: The Project is located in the City of Dania Beach within Broward County, Florida.

PROJECT DESCRIPTION: The SW 54th Court Stormwater Project (Project) includes the installation of new catch basins inlets, drainage piping and regraded swales. A stormwater pipe network consisting of 15-inch and 18-inch Reinforced Concrete Pipes will be installed along SW 54th Court connecting the low-lying areas of SW 54th Court. This proposed stormwater system will connect to a stormwater system that already exists on SW 40th Avenue east of the project site. This interconnection will allow stormwater on SW 54th Court to discharge into a lake located north of the project site. Water quality treatment will be provided to the project area by regrading grassy areas within the right-of-way into swales. Overall, the proposed stormwater improvements will alleviate flooding throughout SW 54th Court and provide additional water quality treatment and storage prior to discharging into the lake north of the site. This project includes construction activities only.

TASKS AND DELIVERABLES:

Task 1: Construction

Description: The Grantee will construct stormwater improvements on SW 54th Court which includes new catch basin inlets, drainage piping and regrading swales, and interconnection with SW 40th Avenue stormwater system, in accordance with the construction contract documents. Project costs associated with the Construction task include work approved through construction bids and/or construction-phase engineering and monitoring services contracts. Eligible activities may include mobilization, demobilization, demolition, restoration and construction. Construction shall be conducted in accordance with all state or federal permits.

Deliverables: The Grantee will submit: 1) a copy of the final design and record (as-built) drawings; 2) a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request; 3) a signed Engineer's Certification of Payment Request; and 4) when construction is complete, a Certificate of Completion signed by a Florida-registered Professional Engineer.

PERFORMANCE MEASURES: The Grantee will submit all deliverables for each task to the Department's Grant Manager on or before the Task Due Date listed in the Project Timeline. The Grantee must also submit Exhibit A, Progress Report Form, to the Department's Grant Manager, with every deliverable and payment request. For interim payment requests, Exhibit A may serve as the deliverable for a task. The Department's Grant Manager will review the deliverable(s) to verify that they meet the specifications in the Grant Work Plan and the task description, to include any work being performed by any subcontractor(s). Upon review and written acceptance by the Department's Grant Manager of deliverables under the task, the Grantee may proceed with payment request submittal.

CONSEQUENCES FOR NON-PERFORMANCE: For each task deliverable not received by the Department at one hundred percent (100%) completion and by the specified due date listed in the

Agreement's most recent Project Timeline, the Department will reduce the relevant Task Funding Amount(s) paid to Grantee in proportion to the percentage of the deliverable(s) not fully completed and/or submitted to the Department in a timely manner.

PAYMENT REQUEST SCHEDULE: Following the Grantee's full completion of a task, the Grantee may submit a payment request for cost reimbursement using both Exhibit A, Progress Report Form, and Exhibit C, Payment Request Summary Form. Interim payment requests cannot be made more frequently than monthly and must be made using Exhibit A, detailing all work progress made during that payment request period, and Exhibit C. Upon the Department's receipt of Exhibit A and C, along with all supporting fiscal documentation and deliverables, the Department's Grant Manager will have ten (10) working days to review and approve or deny the payment request.

PROJECT TIMELINE AND BUDGET DETAIL: The tasks must be completed by, and all deliverables received by, the corresponding task due date listed in the table below. Cost-reimbursable grant funding must not exceed the budget amounts indicated below. Requests for any change(s) must be submitted prior to the current task due date listed in the Project Timeline. Requests are to be sent via email to the Department's Grant Manager, with the details of the request and the reason for the request made clear.

Task No.	Task Title	Budget Category	DEP Amount	Local Amount	Total Amount	Task Start Date	Task Due Date
1	Construction	Contractual Services	$ 350,000	$ 350,000	$ 700,000	Upon Execution	06/30/2026
		Total:	**$ 350,000**	**$ 350,000**	**$ 700,000**		

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements

Attachment 4

1. **Public Records.**

a. If the Agreement exceeds $35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.

b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. **Additional Public Records Duties of Section 119.0701, F.S., If Applicable.**
For the purposes of this paragraph, the term "contract" means the "Agreement." If Grantee is a "contractor" as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

a. Keep and maintain Public Records required by Department to perform the service.

b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.

d. 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 term and following completion of the contract if the contractor does not transfer the Public Records to Department.

e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department's custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT:**

Telephone: **(850) 245-2118**
Email: public.services@floridadep.gov
Mailing Address: **Department of Environmental Protection**
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)

Attachment 5

The administration of resources awarded by the Department of Environmental Protection *(which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient *(which may be referred to as the "Recipient", "Grantee" or other name in the agreement)* may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 C.F.R. Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (*see* "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 C.F.R. § 200.425, or other procedures. By entering into this Agreement, the recipient 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 recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 C.F.R. § 200.330

1. A recipient that expends $750,000 or more in federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 C.F.R. Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 C.F.R. §§ 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 C.F.R. Part 200.514 will meet the requirements of this part.

2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 C.F.R. §§ 200.508-512.

3. A recipient that expends less than $750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 C.F.R. Part 200, Subpart F-Audit Requirements. If the recipient expends less than $750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 C.F.R. Part 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities).

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at **www.cfda.gov**

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), *Florida Statutes*.

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

2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), *Florida Statutes*. This includes submission of a financial reporting package as defined by Section 215.97(2), *Florida Statutes*, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, *Florida Statutes*, is not required. In the event that the recipient expends less than $750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, *Florida Statutes*, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at http://www.leg.state.fl.us/Welcome/index.cfm, State of Florida's website at http://www.myflorida.com/, Department of Financial Services' Website at http://www.fldfs.com/and the Auditor General's Website at http://www.myflorida.com/audgen/.

PART III: OTHER AUDIT REQUIREMENTS

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

PART IV: REPORT SUBMISSION

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

   A. The Federal Audit Clearinghouse designated in 2 C.F.R. § 200.501(a) (the number of copies required by 2 C.F.R. § 200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at http://harvester.census.gov/facweb/

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

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

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

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

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 C.F.R. § 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 C.F.R. Part 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient 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 recipient 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.

EXHIBIT 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
Original Agreement	U.S. Department of Treasury	21.027	SLRFP0125	$350,000	152-D 22
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.:(eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year[1]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
State Program B	State Awarding Agency	State Fiscal Year[2]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	$350,000	

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [www.cfda.gov] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]. The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

[1] Subject to change by Change Order.
[2] Subject to change by Change Order.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
PROGRAM-SPECIFIC REQUIREMENTS
RESILIENT FLORIDA PROGRAM

ATTACHMENT 6

1. Permits. The Grantee acknowledges that receipt of this grant does not imply nor guarantee that a federal, state, or local permit will be issued for a particular activity. The Grantee agrees to ensure that all necessary permits are obtained prior to implementation of any grant-funded activity that may fall under applicable federal, state, or local laws. Further, the Grantee shall abide by all terms and conditions of each applicable permit for any grant-funded activity. Upon request, the Grantee must provide a copy of all acquired and approved permits for the project.

2. Ineligibility. If the Grantee fails to perform in accordance with the terms and conditions set forth in this Agreement; Attachment 3 (Grant Work Plan), and all other applicable attachments and exhibits, the Grantee shall be ineligible to be considered for funding under the Resilient Florida Program for two (2) consecutive funding cycles. The Department shall make its determination of ineligibility within thirty (30) days of this Agreement's end date and notify the Grantee in writing if determined ineligible. If the failure to perform in accordance with the terms and conditions set forth in this Agreement is due to the Grantee's contractor or subcontractor(s), then the Grantee should submit that documentation in writing to the Department's Grant Manager.

3. Additional Documentation for Contractual Costs. In addition to the documentation requirements in paragraph 11 of Attachment 2 (Subcontracting), and in paragraph 9.c. of Attachment 1 (Contractual Costs (Subcontractors)), Grantee shall provide the following for all subcontractual agreements that the Grantee executes for this project:

    a. A valid link or documentation that outlines their entity's procurement processes as required in Attachment 1, paragraph 9.c; and
    b. A certification statement signed by the Grantee's designated grant manager indicating the procurement process that was utilized per their entities' policies and procedures for all subcontractors. The certification must include a listing of all subcontractor quotes/bids amounts, along with the company name, address, and the details of how and why they made their determinations for those subcontractors that were selected and utilized for this Agreement.

4. Attachment 3, Grant Work Plan, Performance Measures. All deliverables and reports submitted to the Department should be submitted electronically and must be compliant with the Americans with Disabilities Act, also known as "508 Compliant," in all formats provided.

5. Copyright, Patent and Trademark. The Department reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for state government purposes:

    a. The copyright in any work developed under this Agreement; and
    b. Any rights or copyright to which the Grantee or subcontractor purchases ownership with grant support.

6. Grant funds may not be used to support ongoing efforts to comply with legal requirements, including permit conditions, mitigation, and settlement agreements.

7. Funding Source. With the exception of audiovisuals not intended for presentation to the general public that are produced either as research instruments or for documenting experimentation or findings (unless otherwise required under the special terms of this Agreement), Grantee agrees to include the Department's logo (which

can be found on the Department's website at: https://floridadep.gov or by contacting the Grant Manager for a copy) on all publications, printed reports, maps, audiovisuals (including videos, slides, and websites), and similar materials, as well as the following language:

"This work was funded in part through a grant agreement from the Florida Department of Environmental Protection's Office of Resilience and Coastal Protection Resilient Florida Program. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies."

The next printed line must identify the month and year of the publication.

8. Final Project Report. The Grantee shall submit Exhibit F, Final Project Report Form, prior to requesting final payment. The Final Project Report may be submitted in lieu of the final quarterly status report, only in instances where the next quarterly report falls after the project's completion date.

ATTACHMENT 8
Contract Provisions for Coronavirus State and Local Fiscal Recovery Funds (SLFRF) Agreements

The Department, as a Non-Federal Entity as defined by 2 CFR §200.69, shall comply with the following provisions, where applicable. For purposes of this Grant Agreement between the Department and the Grantee, the term "Recipient" shall mean "Grantee."

Further, the Department, as a pass-through entity, also requires the Grantee to pass on these requirements to all lower tier subrecipients/contractors, and to comply with the provisions of the award, the SLFRF implementing regulation, including applicable provisions of the OMB Uniform Guidance (2 CFR Part 200), and all associated terms and conditions. Therefore, Grantees must include these requirements in all related subcontracts and/or sub-awards. Grantees can include these requirements by incorporating this Attachment in the related subcontract and/or sub-awards, however for all such subcontracts and sub-awards, the Grantee shall assume the role of the Non-Federal Entity and the subrecipients shall assume the role of the Recipient.

2 CFR PART 200 APPENDIX 2 REQUIREMENTS

1. Administrative, Contractual, and Legal Remedies

The following provision is required if the Agreement is for more than $150,000. In addition to any of the remedies described elsewhere in the Agreement, if the Recipient materially fails to comply with the terms and conditions of this Contract, including any Federal or State statutes, rules, or regulations, applicable to this Contract, the Non-Federal Entity may take one or more of the following actions.

A. Temporarily withhold payments pending correction of the deficiency by the Recipient.
B. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
C. Wholly or partly suspend or terminate this Contract.
D. Take other remedies that may be legally available.

The remedies identified above, do not preclude the Recipient from being subject to debarment and suspension under Presidential Executive Orders 12549 and 12689. The Non-Federal entity shall have the right to demand a refund, either in whole or part, of the funds provided to the Recipient for noncompliance with the terms of this Agreement.

2. Termination for Cause and Convenience

Termination for Cause and Convenience are addressed elsewhere in the Agreement.

3. Equal Opportunity Clause

The following provision applies if the agreement meets the definition of "federally assisted construction contract" as defined by 41 CFR Part 60-1.3:

During the performance of this Agreement, the Recipient agrees as follows:

A. The Recipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Recipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
    i. 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 Recipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
B. The Recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Recipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
C. The Recipient will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's

essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Recipient's legal duty to furnish information.

D. The Recipient will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Agreement or understanding, a notice to be provided advising the said labor union or workers' representatives of the Recipient's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

E. The Recipient 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.

F. The Recipient will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

G. In the event of the Recipient's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Recipient may be declared ineligible for further Government contracts or federally assisted construction 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.

H. The Recipient will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order 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 Recipient will take such action with respect to any subcontractor purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

4. Contract Work Hours and Safety Standards Act

Where applicable, if the Agreement is in excess of $100,000 and involves the employment of mechanics or laborers, the Recipient must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each Recipient 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.

5. Rights to Inventions Made Under Agreement

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

6. Clean air Act (42 U.S. C. 7401-7671q.), the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), and EPA Regulations

If the Agreement is in excess of $100,000, the Recipient shall 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 by the EPA (40 CFR Part 15). Violations must be reported to the

Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).

i. The Grantee shall include these requirements for the Clean Air Act and the Federal Water Pollution Act in each subcontract exceeding $100,000 financed in whole or in part with SLFRF funds.

7. Debarment and Suspension (Executive Orders 12549 and 12689)

The Recipient certifies that it is not listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 and 2 CF 1200 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension."

8. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

The Recipient certifies 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. If applicable, the Recipient shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award, using form SF-LLL, available at:
https://apply07.grants.gov/apply/forms/sample/SFLLL_1_2_P-V1.2.pdf.

i. Grantees who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier, up to the recipient.

9. Procurement of Recovered Materials

The Recipient must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act as described in 2 CFR part 200.322.

10. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

The Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as partof any system. See Section 889 of Public Law 115-232 (National Defense Authorization Act 2019). Also, see 2 CFR 200.216 and 200.471.

11. Domestic Preferences for Procurement

The Recipients and subrecipients must, to the greatest extent practical, give preference to the purchase, acquisition, or use of goods, products, or materials produced in the United States in accordance with 2 CFR 200.322.

ADMINISTRATIVE

1. General Federal Regulations

Recipients shall comply with the regulations listed in 2 CFR 200, 48 CFR 31, and 40 U.S.C. 1101 *et seq.*

2. Rights to Patents and Inventions Made Under a Contract or Agreement

Rights to inventions made under this assistance agreement are subject to federal patent and licensing regulations, which are codified at Title 37 CFR Part 401 and Title 35 U.S.C. 200 through 212.

3. Compliance with the Trafficking Victims Protection Act of 2000 (2 CFR Part 175)

Recipients, their employees, subrecipients under this award, and subrecipients' employees may not:

A. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
B. Procure a commercial sex act during the period of time that the award is in effect; or
C. Use forced labor in the performance of the award or subawards under the award.

4. Whistleblower Protection

Recipients shall comply with U.S.C. §4712, Enhancement of Recipient and Subrecipient Employee Whistleblower Protection. This requirement applies to all awards issued after July 1, 2013 and effective December 14, 2016 has been permanently extended (Public Law (P.L.) 114-261).

A. This award, related subawards, and related contracts over the simplified acquisition threshold and all

employees working on this award, related subawards, and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies in the pilot program on award recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (P.L. 112-239).

B. Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.

C. The Recipient shall insert this clause, including this paragraph C, in all subawards and in contracts over the simplified acquisition threshold related to this award; best efforts should be made to include this clause, including this paragraph C in any subawards and contracts awarded prior to the effective date of this provision.

5. Notification of Termination (2 CFR § 200.340)

In accordance with 2 CFR § 200.340, in the event that the Agreement is terminated prior to the end of the period of performance due to the Recipient's or subcontractor's material failure to comply with Federal statutes, regulations or the terms and conditions of this Agreement or the Federal award, the termination shall be reported to the Office of Management and Budget (OMB)-designated integrity and performance system, accessible through System for Award Management (SAM) currently the Federal Awardee Performance and Integrity Information System (FAPIIS). The Non-Federal Entity will notify the Recipient of the termination and the Federal requirement to report the termination in FAPIIS. See 2 CFR § 200.340 for the requirements of the notice and the Recipient's rights upon termination and following termination.

6. Additional Lobbying Requirements

A. The Recipient certifies that no funds provided under this Agreement have been used or will be used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law.

B. The Lobbying Disclosure Act of 1995, as amended (2 U.S.C. §1601 et seq.), prohibits any organization described in Section 501(c)(4) of the Internal Revenue Code, from receiving federal funds through an award, grant (and/or subgrant) or loan unless such organization warrants that it does not, and will not engage in lobbying activities prohibited by the Act as a special condition of such an award, grant (and/or subgrant), or loan. This restriction does not apply to loans made pursuant to approved revolving loan programs or to contracts awarded using proper procurement procedures.

C. Pursuant to 2 CFR §200.450 and 2 CFR §200.454(e), the Recipient is hereby prohibited from using funds provided by this Agreement for membership dues to any entity or organization engaged in lobbying activities.

7. Increasing Seat Belt Use in the United States

Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Grantee is encouraged to adopt and enforce on-the-job seat belt policies and programs for its employees when operating company-owned, rented or personally owned vehicles.

8. Reducing Text Messaging While Driving

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Grantee is encouraged to adopt and enforce policies that ban text messaging while driving and establish workplace safety policies to decrease accidents caused by distracted drivers.

9. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970

Where applicable, 42 U.S.C. §§ 4601-4655 and implementing regulations apply to this Agreement.

COMPLIANCE WITH ASSURANCES

1. Assurances

Recipients shall comply with all applicable assurances made by the Department or the Recipient to the Federal Government during the Grant application process.

FEDERAL REPORTING REQUIREMENTS

1. FFATA

Grant Recipients awarded a new Federal grant greater than or equal to $30,000 awarded on or after October1, 2015, are subject to the FFATA the Federal Funding Accountability and Transparency Act ("FFATA") of 2006. The FFATA legislation requires that information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is www.USASpending.gov. The Grantee agrees to provide the information necessary, within one (1) month of execution, for the Department to comply with this requirement.

DEPARTMENT OF TREASURY-SPECIFIC

1. Civil Rights Compliance

Recipients of Federal financial assistance from the Treasury are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the Treasury do not deny benefits or services or otherwise discriminate on the basis of race, color, national origin, (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following: Title VI of Civil Rights Acts of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department of Treasury implementing regulations at 31 CFR part 23.

The Department of Treasury will request information on recipients' compliance with Title VI of the Civil Rights Act of 1964, as applicable, on an annual basis. This information may include a narrative descripting the recipient's compliance with Title VI, along with other questions and assurances.

SLFRF-SPECIFIC

1. Period of Performance

All funds from SLFRF must be obligated by December 31, 2024 and expended by December 31, 2026.

2. Equipment and Real Property Management

Any purchase of equipment or real property with SLFRF funds must be consistent with the Uniform Guidance at 2 CFR Part 200, Subpart D. Equipment and real property acquired under this program must be used for the originally authorized purpose. Consistent with 2 CFR 200.311 and 2 CFR 200.313, any equipment or real property acquired using SLFRF funds shall vest in the non-Federal entity. Any acquisition and maintenance of equipment or real property must also be in compliance with relevant laws and regulations.

SLFRF INFRASTRUCTURE PROJECTS

For all infrastructure projects, the Grantee shall provide the following project information on a quarterly basis to the Department:

i. Projected/actual construction start date (month/year)
ii. Projected/actual initiation of operation date (month/year)
iii. Location details

SLFRF INFRASTRUCTURE PROJECTS OVER $10 MILLION

For infrastructure projects over $10 million, the following provisions apply:

1. Wage Certification

Grantees may provide a certification that all laborers and mechanics employed by Grantee in the performance of such project are paid wages at the rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with the Davis-Bacon Act, for the corresponding classes of laborers and mechanics employed projected of a character similar to the contract work in the civil subdivision of Florida in which the work is to be performed. If the Grantee does not provide such certification, the Grantee must provide a project employment and local impact report detailing:

i. The number of employees of contractors and sub-contractors working on the project;
ii. The number of employees on the project hired directly and hired through a third party;
iii. The wages and benefits of workers on the project by classification; and
iv. Whether those wages are at rates less than those prevailing.

Grantee must maintain sufficient records to substantiate this information upon request.

2. Project Labor Agreements

Grantees may provide a certification that the project includes a project labor agreement, meaning a pre-hire collective bargaining agreement consistent with the section 8(f) of the National Labor Relations Act (29 U.S.C. 158(f)). If the Grantee does not provide such certification, the Grantee must provide a project workforce continuity plan, detailing:

i. How the Grantee will ensure the project has ready access to a sufficient supply of

appropriately skilled and unskilled labor to ensure high-quality construction throughout the life of the project;

ii. How the Grantee will minimize risks of labor disputes and disruptions that would jeopardize timeliness and cost-effectiveness of the project;

iii. How the Grantee will provide a safe and healthy workplace that avoids delays and costs associatedwith workplace illnesses, injuries, and fatalities;

iv. Whether workers on the project will receive wages and benefits that will secure and appropriately skilled workforce in the context of the local or regional labor market; and

v. Whether the project has completed a labor agreement.

3. Other Reporting Requirements

Grantees must report whether the project prioritizes local hires and whether the project has Community Benefit Agreement, with a description of any such agreement, if applicable.

SLFRF WATER & SEWER PROJECTS

For water and sewer projects, Grantees shall provide the following information to the Department once the project starts:

i. National Pollutant Discharge Elimination System (NPDES) Permit Number

ii. Public Water System (PWS) ID number

iii. Median Household Income of service area

iv. Lowest Quintile Income of the service area

DEPARTMENT OF ENVIRONMENTAL PROTECTION
Resilient Florida Program
Progress Report Form

Exhibit A

DEP Agreement No.:	22FRP23		
Project Title:	SW 54th Court Stormwater Project		
Grantee Name:	City of Dania Beach		
Grantee Address:			
Grantee's Grant Manager:		**Telephone No.:**	
Reporting Period:	(MM/DD/YYYY – MM/DD/YYYY)		

INSTRUCTIONS: Provide the following information for **all tasks and deliverables identified in Attachment 3, Grant Work Plan:** Description of the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, proposed work for the next reporting period, and percentage of the work that has been completed to date.
NOTE: Use as many pages as necessary to cover all tasks in the Grant Work Plan.

The following format should be followed:

Task 1:
Progress for this reporting period:
Identify any delays or problems encountered:
Percentage of task completed:

Task 2:
Progress for this reporting period:
Identify any delays or problems encountered:
Percentage of task completed:

Task 3:
Progress for this reporting period:
Identify any delays or problems encountered:
Percentage of task completed:

Task 4:
Progress for this reporting period:
Identify any delays or problems encountered:
Percentage of task completed:

This report is submitted in accordance with the reporting requirements of the above DEP Agreement No. and accurately reflects the activities associated with the project.

Signature of Grantee's Grant Manager (or successor) Date

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
EXHIBIT C
PAYMENT REQUEST SUMMARY FORM

The current **Exhibit C, Payment Request Summary Form** for the Resilient Florida Program grant agreements can be found on the Department's website at the link below. Each payment request must be submitted on the current form. The Department will notify grantees of any substantial changes to Exhibit C that occur during the grant agreement period.

https://floridadep.gov/Resilient-Florida-Program/Grants

EXHIBIT F

DEP AGREEMENT NO. 22FRP23

SW 54TH COURT STORMWATER PROJECT

City of Dania Beach

Final Project Report

Insert Month & Year

This report is funded in part through a grant agreement from the Florida Department of Environmental Protection. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies.

Part I. Executive Summary

Part II. Methodology

Part III. Outcome

Include evaluation of project's ability to meet goals and expected performance measures and provide explanation for why goals were not met, if applicable. Identify successful outcomes, areas for improvement, and quantifiable metrics as a result of the project.

Part IV. Further Recommendations

Instructions for completing Attachment F Final Project Report Form:

DEP AGREEMENT NO.: This is the number on your grant agreement.

GRANTEE NAME: Enter the name of the grantee's agency.

PROJECT TITLE: Enter the title shown on the first page of the grant agreement.

MONTH & YEAR: Enter month and year of publication

The final Project Report must contain the following sections: Executive Summary, Methodology, Outcome, and Further Recommendations. The Final Project Report must comply with the publication requirements in the grant agreement. Please limit the final project report to no more than five (5) pages. One electronic copy shall be submitted to the Department's Grant Manager for approval. Final payment will be held until receipt and approval of the Final Project Report.

Questions regarding completion of the Final Project Report should be directed to the Department's Grant Manager, identified in paragraph 18 of this agreement.

Florida Department of Environmental Protection

EXHIBIT G

PHOTOGRAPHER RELEASE FORM
FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS

DEP AGREEMENT NO: 22FRP23

RELEASE FORM FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS

Owner/Submitter's Name: _____

Address: _____

City: _____ **State:** _____ **Zip:** _____

Phone Number: (_____) _____ **Email:** _____

License and Indemnification

I certify that I am the owner of the photograph(s), video(s), audio recording(s) and/or artwork(s) being submitted and am eighteen (18) years of age or older.

I hereby grant to the Florida Department of Environmental Protection the royalty-free and non-exclusive right to distribute, publish and use the photograph(s), video(s), audio recording(s) and art work(s) submitted herewith (the "Work") to promote the Florida Department of Environmental Protection. Uses may include, but are not limited to:

1. Promotion of FDEP (including, but limited to publications, websites, social media venues, advertisements, etc.); and
2. Distribution to the media; and
3. Use in commercial products.

The Florida Department of Environmental Protection reserves the right to use/not use any Work as deemed appropriate by the Florida Department of Environmental Protection. No Work will be returned once submitted.

I hereby acknowledge that the Florida Department of Environmental Protection shall bear no responsibility whatsoever for protecting the Work against third-party infringement of my copyright interest or other intellectual property rights or other rights I may hold in such Work, and in no way shall be responsible for any losses I may suffer as a result of any such infringement; and I hereby represent and warrant that the Work does not infringe the rights of any other individual or entity.

I hereby unconditionally release, hold harmless and indemnify the Florida Department of Environmental Protection, its employees, volunteers, and representatives of and from all claims, liabilities and losses arising out of or in connection with the Florida Department of Environmental Protection's use of the Work. This release and indemnification shall be binding upon me, and my heirs, executors, administrators and assigns.

I have read and understand the terms of this release.

Owner signature: _____ **Date:** _____

Photo/video/audio/artwork/recording file name(s): _____

Location of photo/video/audio recording/artwork: _____

Name of person accepting Work submission _____

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
CONTRACTUAL SERVICES CERTIFICATION

Exhibit H

Required for all grant agreements that include Contractual Services as an expenditure category.

DEP Agreement Number: 22FRP23

Project Title: SW 54th Court Stormwater Project

Grantee: City of Dania Beach

Prior to making a request for payment of contractual services, the Grantee must provide the following to the Department Grant Manager then responsible for the Grantee's Resilient Florida Grant Program grant agreement:

1. Documentation of the Grantee's procurement process, as consistent with Attachment 1, Paragraph 9(c) and Attachment 2, Paragraph 11;
2. A list of all subcontractor quote and/or bid amounts (as applicable), including the company name and address for each subcontractor;
3. An explanation of how and why the Grantee made their determination(s) for the subcontractor(s) selected to perform certain task(s) under the Grantee's relevant grant agreement; and
4. This Exhibit H, signed and dated by the Grantee's own (non-Departmental) grant manager.

By signing below, I certify that, on behalf of the Grantee, I have provided all the information required by items 1. through 3. of this exhibit, as stated above, to the Department Grant Manager currently responsible for the Grantee's Resilient Florida Grant Program grant agreement. I also certify that the procurement process the Grantee utilized follows all of said Grantee's non-Departmental policies and procedures for subcontractors.

_____
Grantee's Grant Manager Signature

_____
Print Name

_____
Date

RESOLUTION NO. 2022-084

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE AWARD OF INVITATION TO BID ("ITB") NO. 22-007, ENTITLED SW 54TH COURT STORMWATER IMPROVEMENT PROJECT TO ATC ENGINEERING, INC. IN AN AMOUNT NOT TO EXCEED ONE MILLION TWO HUNDRED FORTY-SIX THOUSAND ONE HUNDRED TEN DOLLARS ($1,246,110.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on December 8, 2020, the City Commission authorized the SW 54th Court Stormwater Improvement Project (Project), along with other neighborhood drainage projects, to address chronic flooding; and

WHEREAS, the Public Services Department (PSD) engaged Chen Moore and Associates to design, prepare construction documents, pull permits, and provide post-design services for the Project; and

WHEREAS, on January 25, 2022, the City Commission of the City of Dania Beach approved Resolution 2022-009, authorizing the Public Services Department (PSD) to issue an ITB No. 22-007 for the SW 54th Court Stormwater Improvement Project; and

WHEREAS, on April 1, 2022, the City received five (5) responses to ITB No. 2022-007, shown below:

1. ATC Engineering, Inc.	$1,246,110.00
2. Florida Engineering & Development Corp	$1,559,566.12
3. Heavy Civil, Inc.	$1,300,440.80
4. Kailas Contractors	$1,363,932.00
5. Man Con, Inc	$1,581,758.60; 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 ATC Engineering, Inc. as the lowest and most qualified; and

WHEREAS, on May 24, 2022, the City Commission adopted Ordinance No. 2022-021, which authorized the expenditure of funds exceeding one million dollars for SW 37th Terrace and SW 54th Court Stormwater Improvement Projects;

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 ATC Engineering, Inc. for the SW 54th Court Stormwater Improvement Project in an amount not to exceed One Million Two Hundred Forty-Six Thousand One Hundred Ten Dollars ($1,246,110.00).

Section 3. That funding will be appropriated from the Stormwater Account Number 403-38-31-538-63-10 in the amount not to exceed Eight Hundred Ninety-Six Thousand One Hundred Ten Dollars ($896,110.00) and that Three Hundred Fifty Thousand Dollars ($350,000.00) will be provided by a grant from the Florida Department of Environmental Protection's Resilient Florida grant program.

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 May 24, 2022.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTIS
CITY ATTORNEY

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Consent Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)
ADOPT RESOLUTION AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF DANIA BEACH AND THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT FOR GRANT FUNDS IN THE AMOUNT OF SEVENTY-FIVE THOUSAND DOLLARS ($75,000.00) FOR THE CREATION OF A WATERSHED MASTER PLAN

Purchasing Requests ONLY		
Dept:	Acct #:	Amt:
Fund:		

Fiscal Impact/Cost Summary

Exhibits Attached
CM Memo for FDEM Watershed Planning Grant, R-2022- FDEM Watershed Master Plan Grant Agreement, Watershed Grant agreement

CITY OF DANIA BEACH
COMMUNITY DEVELOPMENT DEPARTMENT
STAFF REPORT

DATE: November 21, 2022

TO: Honorable Mayor and Commissioners

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

VIA: Candido Sosa-Cruz, ICMA-CM, Deputy City Manager Candido Sosa-Cruz Digitally signed by Candido Sosa-Cruz Date: 2022.11.14 14:55:31 -05'00'
Eleanor Norena, CFM, Director Eleanor Norena, CFM
Corinne Lajoie, AICP, Assistant Director Corinne Lajoie

SUBJECT: Approval of a resolution to enter into an agreement with Florida Division of Emergency Management for receiving funds for the Watershed Planning Grant.

Request

Community Development Department is requesting approval of a resolution authorizing a funding agreement with the Florida Department of Emergency Management for the Watershed Planning Grant.

Background

The Florida Division of Emergency Management's (FDEM) Bureau of Mitigation prioritizes flood risk management as an integral part of its mission. The goal of FDEM's Watershed Master Planning Initiative is to assist local communities in developing a Watershed Master Plan for the purpose of increasing flood resiliency in Florida communities. This initiative will also help improve the City's rating in the Community Rating Systems (CRS) of the National Flood Insurance Program (NFIP) that could provide additional savings on flood insurance premiums for Dania Beach residents.

Phase 1 of this Watershed Planning Initiative recently completed by FDEM, and Florida Atlantic University (FAU) produced prototype Watershed Master Plan and documents that have been sent to municipalities to assist with their Watershed Planning Initiatives. However, to receive full credit, CRS officials have stated "we expect communities to have a desired level of services for their draining system, flooding of streets, and flooding of structures and the ability to addresses any deficiencies found in the analysis of their system (modeling)".

FDEM's Watershed Planning grant would assist the City with funding for implementation of Phase II of this initiative that would include modeling for the City of Dania Beach. Based on the scope of work submitted with the grant application, the project cost for Phase II is anticipated to be

One Hundred Thousand Dollars ($100,000). The FDEM Watershed Planning grant would provide a federal cost share of seventy-five percent (75%).

The Community Development Department feels this application supports City's Strategic Plan by furthering the following goals:

Principal 2 – Financially Sound
#2. Leverage City resources through grants, outside funding sources and partnerships.
#4. Development and invent in City infrastructure and facilities master plans.

Goal 2 – Investment in Upgrading City Infrastructure and Facilities
Value to our Neighbors and our Community
7. Protection of property and home values.

Budgetary Impact

The Community Development Department has estimated the cost of Phase II Watershed Planning Initiative for additional flood modeling will cost one hundred thousand dollars ($100,000). The Florida Department of Emergency Management Watershed Planning grant will provide a federal cost share of seventy-five thousand dollars ($75,000) with the City's contribution of twenty-five thousand dollars ($25,000). Funding in the amount of twenty-five thousand dollars has been budgeted and will be appropriated with a purchase order from the General Fund, Professional Services Account No. 001-15-01-515-31-10.

Recommendation

Community Development Department is recommending that the City Commission approve the resolution authorizing the receipt of FDEM's Watershed Planning grant funds.

RESOLUTION NO. 2022-172

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF DANIA BEACH AND THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT FOR GRANT FUNDS IN THE AMOUNT OF SEVENTY-FIVE THOUSAND DOLLARS ($75,000.00) FOR THE CREATION OF A WATERSHED MASTER PLAN; PROVIDING FOR CONFLICTS; FURTHER PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on June 3, 2022, City staff applied for the Watershed Planning Grant from the Florida Division of Emergency Management; and

WHEREAS, the Florida Division of Emergency Management's Bureau of Mitigation prioritizes flood risk management as an integral part of its mission; and

WHEREAS, the goals of the Watershed Master Planning Initiative are to assist local communities in developing a Watershed Master Plan for purposes of moving the City's rating up in the Community Rating Systems (CRS) of the National Flood Insurance Program (NFIP) and to increase resiliency in Florida communities; and

WHEREAS, the City Administration recommends that the City Commission authorize staff to enter into the Phase 2 Florida Department of Emergency Management Watershed Planning grant for $75,000.00 with the City contributing $25,000.00, and

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

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

Section 2. That the proper City officials are authorized to accept and execute a Watershed Planning Grant Agreement on behalf of the City of Dania Beach, Florida with the Florida Division of Emergency Management, Bureau of Mitigation in the amount of $75,000.00 to provide funding for the creation of a Watershed Master Plan.

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

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

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

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

PASSED AND ADOPTED on November 21, 2022.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

ARCHIBALD J. RYAN IV
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

Agreement Number: H0879

Project Number: 4337-4-Pv

FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT

2 C.F.R. §200.1 states that a "subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract."

As defined by 2 C.F.R. §200.1, "pass-through entity" means "a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program."

As defined by 2 C.F.R. §200.1, "Sub-Recipient" means "an entity, usually but not limited to non-Federal entities that receives a subaward from a pass-through entity to carry out part of a Federal program."

As defined by 2 C.F.R. §200.1, "Federal award" means "Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity."

As defined by 2 C.F.R. §200.1, "subaward" means "an award provided by a pass-through entity to a Sub-Recipient for the Sub-Recipient to carry out part of a Federal award received by the pass-through entity."

The following information is provided pursuant to 2 C.F.R. §200.332:

Sub-Recipient's name:	City of Dania Beach
Sub-Recipient's unique entity identifier (UEI/FEIN):	U56KXBHZUBK9 / 59-6000302
Federal Award Identification Number (FAIN):	FEMA-DR-4337-FL
Federal Award Date:	September 13, 2018
Subaward Period of Performance Start and End Date:	Upon execution thru September 30, 2023
Amount of Federal Funds Obligated by this Agreement:	$75,000.00
Total Amount of Federal Funds Obligated to the Sub-Recipient by the pass-through entity to include this Agreement:	$75,000.00
Total Amount of the Federal Award committed to the Sub-Recipient by the pass-through entity	$75,000.00
Federal award project description (see FFATA):	Watershed Management Plan
Name of Federal awarding agency:	Federal Emergency Management Agency
Name of pass-through entity:	FL Division of Emergency Management
Contact information for the pass-through entity:	marilyn.montgomery@em.myflorida.com
Catalog of Federal Domestic Assistance (CFDA) Number and Name:	97.039 Hazard Mitigation Grant Program
Whether the award is R&D:	N/A
Indirect cost rate for the Federal award:	N/A

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and City of Dania Beach, (hereinafter referred to as the "Sub-Recipient").

For the purposes of this Agreement, the Division serves as the pass-through entity for a Federal award, and the Sub-Recipient serves as the recipient of a subaward.

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Sub-Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein;

B. The State of Florida received these grant funds from the Federal government, and the Division has the authority to subgrant these funds to the Sub-Recipient upon the terms and conditions outlined below; and,

C. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Sub-Recipient agree to the following:

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

2 C.F.R. §200.302(a) provides: "Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds." Therefore, section 215.971, Florida Statutes, entitled "Agreements funded with federal or state assistance", applies to this Agreement.

(2) LAWS, RULES, REGULATIONS AND POLICIES

a. The Sub-Recipient's performance under this Agreement is subject to 2 C.F.R. Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

b. As required by section 215.971(1), Florida Statutes, this Agreement includes:

i. A provision specifying a scope of work that clearly establishes the tasks that the Sub-Recipient is required to perform.

ii. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

iii. A provision specifying the financial consequences that apply if the Sub-Recipient fails to perform the minimum level of service required by the agreement.

iv. A provision specifying that the Sub-Recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.

v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.

vi. A provision specifying that any funds paid in excess of the amount to which the Sub-Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.

c. In addition to the foregoing, the Sub-Recipient and the Division shall be governed by all applicable State and Federal laws, rules and regulations, including those identified in Attachment B. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(3) CONTACT

a. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Sub-Recipient. As part of his/her duties, the Grant Manager for the Division shall:

i. Monitor and document Sub-Recipient performance; and,

ii. Review and document all deliverables for which the Sub-Recipient requests payment.

b. The Division's Grant Manager for this Agreement is:

Marilyn Montgomery
Project Manager
Bureau of Mitigation
Florida Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, FL 32399-2100
Telephone: 850-270-7423
Email: marilyn.montgomery@em.myflorida.com

The Division's Alternate Grant Manager for this Agreement is:

Laura Dhuwe
Project Manager
Hazard Mitigation Grant Program
Florida Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, FL 32399
Telephone: 850-879-0872
Email: watershedplanning@em.myflorida.com

1. The name and address of the Representative of the Sub-Recipient responsible for the administration of this Agreement is:

Eleanor Norena
Community Development Director
100 W Dania Beach Blvd
Dania Beach, FL 33004
Telephone: 954-924-6805 x3645
Email: enorena@daniabeachfl.gov

2. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other party.

(4) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(5) EXECUTION

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

(6) MODIFICATION

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(7) SCOPE OF WORK

The Sub-Recipient shall perform the work in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

(8) PERIOD OF AGREEMENT

This Agreement shall begin upon execution by both parties and shall end on September 30, 2023, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement. Consistent with the definition of "period of performance" contained in 2 C.F.R. §200.1, the term "period of agreement" refers to the time during which the Sub-Recipient "may incur new obligations to carry out the work authorized under" this Agreement. In accordance with section 215.971(1)(d), Florida Statutes, the Sub-Recipient may expend funds authorized by this Agreement "only for allowable costs resulting from obligations incurred during" the period of agreement.

(9) FUNDING

a. This is a cost-reimbursement Agreement, subject to the availability of funds.

b. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either chapter 216, Florida Statutes, or the Florida Constitution.

c. The Division will reimburse the Sub-Recipient only for allowable costs incurred by the Sub-Recipient in the successful completion of each deliverable. The maximum reimbursement amount for each deliverable is outlined in Attachment A of this Agreement ("Budget and Scope of Work"). The maximum reimbursement amount for the entirety of this Agreement is **$75,000.00**.

d. As required by 2 C.F.R. §200.415(a), any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Sub-Recipient, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

e. The Division will review any request for reimbursement by comparing the documentation provided by the Sub-Recipient against a performance measure, outlined in Attachment A, that clearly delineates:

i. The required minimum acceptable level of service to be performed; and,

ii. The criteria for evaluating the successful completion of each deliverable.

f. The performance measure required by section 215.971(1)(b), Florida Statutes, remains consistent with the requirement for a "performance goal", which is defined in 2 C.F.R. §200.1 as "a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared." It also remains consistent with the requirement, contained in 2 C.F.R. §200.329, that the Division and the Sub-Recipient "relate financial data to performance goals and objectives of the Federal award."

g. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for overtime expenses in accordance with 2 C.F.R. §200.430 ("Compensation—personal services") and 2 C.F.R. §200.431 ("Compensation—fringe benefits"). If the Sub-Recipient seeks reimbursement for overtime expenses for periods when no work is performed due to vacation, holiday, illness, failure of the employer to provide sufficient work, or other similar cause (*See* 29 U.S.C. §207(e)(2)), then the Division will treat the expense as a fringe benefit. 2 C.F.R. §200.431(a) defines fringe benefits as "allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages." Fringe benefits are allowable under this Agreement as long as the benefits are reasonable and are required by law, Sub-Recipient-employee agreement, or an established policy of the Sub-Recipient. 2 C.F.R. §200.431(b) provides that the cost of fringe benefits in

the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

i. They are provided under established written leave policies;

ii. The costs are equitably allocated to all related activities, including Federal awards; and,

iii. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the non-Federal entity or specified grouping of employees.

h. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for travel expenses in accordance with 2 C.F.R. §200.474. As required by the Reference Guide for State Expenditures, reimbursement for travel must be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved state travel voucher. If the Sub-Recipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b), Florida Statutes ($6 for breakfast, $11 for lunch, and $19 for dinner), then the Sub-Recipient must provide documentation that:

i. The costs are reasonable and do not exceed charges normally allowed by the Sub-Recipient in its regular operations as a result of the Sub-Recipient's written travel policy; and,

ii. Participation of the individual in the travel is necessary to the Federal award.

i. The Division's grant manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Sub-Recipient.

j. As defined by 2 C.F.R. §200.1, the term "improper payment" means or includes:

i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,

ii. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

(10) RECORDS

a. As required by 2 C.F.R. §200.336, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the Division, or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the Sub-Recipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right

of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents. Finally, the right of access is not limited to the required retention period but lasts as long as the records are retained.

b. As required by 2 C.F.R. §200.332(a)(5), the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Sub-Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents.

c. As required by Florida Department of State's record retention requirements (Chapter 119, Florida Statutes) and by 2 C.F.R. §200.334, the Sub-Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of five (5) years from the date of submission of the final expenditure report. The following are the only exceptions to the five (5) year requirement:

i. If any litigation, claim, or audit is started before the expiration of the 5-year period, then the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

ii. When the Division or the Sub-Recipient is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.

iii. Records for real property and equipment acquired with Federal funds must be retained for 5 years after final disposition.

iv. When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 5-year retention requirement is not applicable to the Sub-Recipient.

v. Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.

vi. Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

d. In accordance with 2 C.F.R. §200.335, the Federal awarding agency must request transfer of certain records to its custody from the Division or the Sub-Recipient when it determines that the records possess long-term retention value.

e. In accordance with 2 C.F.R. §200.336, the Division must always provide or accept paper versions of Agreement information to and from the Sub-Recipient upon request. If paper copies are submitted, then the Division must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

f. As required by 2 C.F.R. §200.303, the Sub-Recipient shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or the Division designates as sensitive or the Sub-Recipient considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

g. Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and, (3) minutes of the meetings must be taken and promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, the Government in the Sunshine Law applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then the Government in the Sunshine Law applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Sub-Recipient based upon the funds provided under this Agreement, the meetings of the Sub-Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with chapter 119, Florida Statutes.

h. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to

perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida's Public Records Law.

i. The Sub-Recipient shall maintain all records for the Sub-Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work - Attachment A - and all other applicable laws and regulations.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 815-7671 Records@em.myflorida.com, or 2555 Shumard Oak Boulevard, Tallahassee, FL 32399.

(11) AUDITS

a. The Sub-Recipient shall comply with the audit requirements contained in 2 C.F.R. Part 200, Subpart F.

b. In accounting for the receipt and expenditure of funds under this Agreement, the Sub-Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.1, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

c. When conducting an audit of the Sub-Recipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.1, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

d. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Sub-Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty (30) days after the Division has notified the Sub-Recipient of such non-compliance.

e. The Sub-Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Sub-Recipient's fiscal year.

f. The Sub-Recipient shall send copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200, by or on behalf of the Sub-Recipient, to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

g. The Sub-Recipient shall send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at:

http://harvester.census.gov/fac/collect/ddeindex.html

h. The Sub-Recipient shall send any management letter issued by the auditor to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

(12) REPORTS

a. Consistent with 2 C.F.R. §200.328, the Sub-Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Sub-Recipient and all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

b. Quarterly reports are due to the Division no later than fifteen (15) days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30, and December 31.

c. The close-out report is due sixty (60) days after termination of this Agreement or sixty (60) days after completion of the activities contained in this Agreement, whichever first occurs.

d. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, then the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (16) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

e. The Sub-Recipient shall provide additional program updates or information that may be required by the Division.

f. The Sub-Recipient shall provide additional reports and information identified in Attachment F.

(13) MONITORING

a. The Sub-Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment A to this Agreement and reported in the quarterly report.

b. In addition to reviews of audits, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Sub-Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Sub-Recipient is appropriate, the Sub-Recipient agrees to comply with any additional instructions provided by the Division to the Sub-Recipient regarding such audit. The Sub-Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Sub-Recipient throughout the contract term to ensure timely completion of all tasks.

(14) LIABILITY

a. Unless Sub-Recipient is a State agency or subdivision, as defined in section 768.28(2), Florida Statutes, the Sub-Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement and, as authorized by section 768.28(19), Florida Statutes, Sub-Recipient shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Sub-Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

b. As required by section 768.28(19), Florida Statutes, any Sub-Recipient which is a state agency or subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of

sovereign immunity by any Sub-Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(15) DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (16); however, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment if:

a. Any warranty or representation made by the Sub-Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Sub-Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

b. Material adverse changes occur in the financial condition of the Sub-Recipient at any time during the term of this Agreement, and the Sub-Recipient fails to cure this adverse change within thirty (30) days from the date written notice is sent by the Division;

c. Any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information; or,

d. The Sub-Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(16) REMEDIES

If an Event of Default occurs, then the Division shall, after thirty (30) calendar days written notice to the Sub-Recipient and upon the Sub-Recipient's failure to cure within those thirty (30) days, exercise any one or more of the following remedies, either concurrently or consecutively:

a. Terminate this Agreement, provided that the Sub-Recipient is given at least thirty (30) days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (3) herein;

b. Begin an appropriate legal or equitable action to enforce performance of this Agreement;

c. Withhold or suspend payment of all or any part of a request for payment;

d. Require that the Sub-Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

e. Exercise any corrective or remedial actions, to include but not be limited to:

i. Request additional information from the Sub-Recipient to determine the reasons for or the extent of non-compliance or lack of performance,

ii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected,

iii. Advise the Sub-Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or

iv. Require the Sub-Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;

f. Exercise any other rights or remedies which may be available under law.

Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Sub-Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Sub-Recipient.

(17) TERMINATION

a. The Division may terminate this Agreement for cause after thirty (30) days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Sub-Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under chapter 119, Florida Statutes, as amended.

b. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Sub-Recipient with thirty (30) calendar day's prior written notice.

c. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

d. In the event that this Agreement is terminated, the Sub-Recipient will not incur new obligations for the terminated portion of the Agreement after the Sub-Recipient has received the notification of termination. The Sub-Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Sub-Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Sub-Recipient. The Division may, to the extent authorized by law, withhold payments to the Sub-Recipient for the purpose of set-off until the exact amount of damages due the Division from the Sub-Recipient is determined.

(18) PROCUREMENT

a. The Sub-Recipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable federal and state laws and regulations, to include 2 C.F.R. §§200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200 (entitled "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards").

b. As required by 2 C.F.R. §200.318(i), the Sub-Recipient shall "maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price."

c. As required by 2 C.F.R. §200.318(b), the Sub-Recipient shall "maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders." In order to demonstrate compliance with this requirement, the Sub-Recipient shall document, in its quarterly report to the Division, the progress of any and all subcontractors performing work under this Agreement.

d. The Sub-Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Sub-Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

e. As required by 2 C.F.R. §200.318(c)(1), the Sub-Recipient shall "maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts."

f. As required by 2 C.F.R. §200.319(a), the Sub-Recipient shall conduct any procurement under this agreement "in a manner providing full and open competition." Accordingly, the Sub-Recipient shall not:

i. Place unreasonable requirements on firms in order for them to qualify to do business;

ii. Require unnecessary experience or excessive bonding;

iii. Use noncompetitive pricing practices between firms or between affiliated companies;

iv. Execute noncompetitive contracts to consultants that are on retainer contracts;

v. Authorize, condone, or ignore organizational conflicts of interest;

vi. Specify only a brand name product without allowing vendors to offer an equivalent;

vii. Specify a brand name product instead of describing the performance, specifications, or other relevant requirements that pertain to the commodity or service solicited by the procurement;

viii. Engage in any arbitrary action during the procurement process; or,

ix. Allow a vendor to bid on a contract if that bidder was involved with developing or drafting the specifications, requirements, statement of work, invitation to bid, or request for proposals.

g. "[E]xcept in those cases where applicable Federal statutes expressly mandate or encourage" otherwise, the Sub-Recipient, as required by 2 C.F.R. §200.319(c), shall not use a geographic preference when procuring commodities or services under this Agreement.

h. The Sub-Recipient shall conduct any procurement involving invitations to bid (i.e. sealed bids) in accordance with 2 C.F.R. §200.320(d) as well as section 287.057(1)(a), Florida Statutes.

i. The Sub-Recipient shall conduct any procurement involving requests for proposals (i.e. competitive proposals) in accordance with 2 C.F.R. §200.320(2) as well as section 287.057(1)(b), Florida Statutes.

j. For each subcontract, the Sub-Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in section 288.703, Florida Statutes. Additionally, the Sub-Recipient shall comply with the requirements of 2 C.F.R. §200.321 ("Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms").

k. If the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall review its competitive solicitation and subsequent contract to be awarded for compliance with the procurement standards in 2 C.F.R. §§200.318 through 200.327 and required contract provisions in Appendix II to 2 C.F.R. Part 200. If the Sub-Recipient publishes a competitive solicitation or executes a contract that is not in compliance with the Federal procurement standards in 2 C.F.R. §§200.318 through 200.327 or the requirements of Appendix II to 2 C.F.R. Part 200, then the Sub-Recipient is on notice that the Division may:

1. Terminate this Agreement in accordance with the provisions outlined in paragraph (17) above; or,

2. Refuse to reimburse the Sub-Recipient for any costs associated with that solicitation.

l. FEMA has developed helpful resources for subgrant recipients related to compliance with the Federal procurement standards in 2 C.F.R. §§200.318 through 200.327 and required contract provisions in Appendix II to 2 C.F.R. Part 200. These resources are generally available at https://www.fema.gov/procurement-disaster-assistance-team.

(19) ATTACHMENTS

a. All attachments to this Agreement are incorporated as if set out fully.

b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

c. This Agreement has the following attachments:

i. Exhibit 1 - Funding Sources
ii. Attachment A – Budget and Scope of Work
iii. Attachment B – Program Statutes and Regulations
iv. Attachment C – Statement of Assurances
v. Attachment D – Request for Advance or Reimbursement
vi. Attachment E – Justification of Advance Payment
vii. Attachment F – Quarterly Report Form
viii. Attachment G – Warranties and Representations
ix. Attachment H – Certification Regarding Debarment
x. Attachment I – Federal Funding Accountability and Transparency Act
xi. Attachment J – Mandatory Contract Provisions
xii. Attachment K – Certification Regarding Lobbying

(20) PAYMENTS

a. Any advance payment under this Agreement is subject to 2 C.F.R. §200.305 and, as applicable, section 216.181(16), Florida Statutes. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.

b. Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. The final invoice shall be submitted within sixty (60) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division grant manager as part of the Sub-Recipient's quarterly reporting as referenced in Paragraph (12) of this Agreement.

c. If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (9)b. of this Agreement, all obligations on the part of the Division

to make any further payment of funds shall terminate, and the Sub-Recipient shall submit its closeout report within thirty (30) days of receiving notice from the Division.

(21) REPAYMENTS

a. All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management", and mailed directly to the following address:

Division of Emergency Management
Cashier
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

b. In accordance with section 215.34(2), Florida Statutes, if a check or other draft is returned to the Division for collection, Sub-Recipient shall pay the Division a service fee of $15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(22) MANDATED CONDITIONS

a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Sub-Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty (30) days written notice to the Sub-Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Sub-Recipient.

b. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

c. Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

d. The Sub-Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

e. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list 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 a contract with a public entity, and may not transact business with any public entity in excess of $25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

f. Any Sub-Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals or affiliates:

i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded or disqualified from covered transactions by a federal department or agency;

ii. Have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph (22) f. ii. of this certification; and,

iv. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

g. **In addition, the Sub-Recipient shall send to the Division (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment H) for each intended subcontractor which Sub-Recipient plans to fund under this Agreement. The form must be received by the Division before the Sub-Recipient enters into a contract with any subcontractor.**

h. The Division reserves the right to unilaterally cancel this Agreement if the Sub-Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of chapter 119, Florida Statutes, which the Sub-Recipient created or received under this Agreement.

i. If the Sub-Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.

j. The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation

of Section 274A(e) of the INA. Such violation by the Sub-Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

k. Section 287.05805, Florida Statutes, requires that any state funds provided for the purchase of or improvements to real property are contingent upon the contractor or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at least 5 years from the date of purchase or the completion of the improvements or as further required by law.

l. The Division may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

(23) LOBBYING PROHIBITION

a. 2 C.F.R. §200.450 prohibits reimbursement for costs associated with certain lobbying activities.

b. Section 216.347, Florida Statutes, prohibits "any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency."

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

d. The Sub-Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

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

ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in

connection with this Federal contract, grant, loan or cooperative agreement, the Sub-Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

iii. The Sub-Recipient shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Sub-Recipients shall certify and disclose.

iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

(24) COPYRIGHT, PATENT AND TRADEMARK

EXCEPT AS PROVIDED BELOW, ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA; AND, ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE SUB-RECIPIENT TO THE STATE OF FLORIDA.

a. If the Sub-Recipient has a pre-existing patent or copyright, the Sub-Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

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

c. Within thirty (30) days of execution of this Agreement, the Sub-Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Sub-Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (24) b., have the right to all patents and copyrights which accrue during performance of the Agreement.

d. If the Sub-Recipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Sub-Recipient shall become the sole property of the Sub-Recipient. In the case of joint inventions, that is

inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully-paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Sub-Recipient, under this Agreement, for Florida government purposes.

(25) LEGAL AUTHORIZATION

The Sub-Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Sub-Recipient also certifies that the undersigned person has the authority to legally execute and bind Sub-Recipient to the terms of this Agreement.

(26) EQUAL OPPORTUNITY EMPLOYMENT

a. In accordance with 41 C.F.R. §60-1.4(b), the Sub-Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 C.F.R. Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

> During the performance of this contract, the contractor agrees as follows:
>
> i. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, 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 setting forth the provisions of this nondiscrimination clause.
>
> ii. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
>
> iii. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because

such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

iv. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

v. 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.

vi. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

vii. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction 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.

viii. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order 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 subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of

such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

b. The Sub-Recipient further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

c. The Sub-Recipient agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

d. The Sub-Recipient further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the Sub-Recipient agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Sub-Recipient under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Sub-Recipient; and refer the case to the Department of Justice for appropriate legal proceedings.

(27) COPELAND ANTI-KICKBACK ACT

The Sub-Recipient hereby agrees that, unless exempt under Federal law, it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:

i. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

ii. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts.

The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(28) CONTRACT WORK HOURS AND SAFETY STANDARDS

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds $100,000 and involves the employment of mechanics or laborers, then any such contract must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

(29) CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds $150,000, then any such contract must include the following provision:

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

(30) SUSPENSION AND DEBARMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following provisions:

i. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its 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).

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

iii. This certification is a material representation of fact relied upon by the Division. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Division, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

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

(31) BYRD ANTI-LOBBYING AMENDMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following clause:

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

If this subgrant agreement amount is $100,000 or more, the Sub-Recipient, and subcontractors as applicable, shall sign Attachment K – Certification Regarding Lobbying.

(32) CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

a. If the Sub-Recipient, with the funds authorized by this Agreement, seeks to procure goods or services, then, in accordance with 2 C.F.R. §200.321, the Sub-Recipient shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:

i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs i. through v. of this subparagraph.

b. The requirement outlined in subparagraph a. above, sometimes referred to as "socioeconomic contracting," does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.

c. The "socioeconomic contracting" requirement outlines the affirmative steps that the Sub-Recipient must take; the requirements do not preclude the Sub-Recipient from undertaking additional steps to involve small and minority businesses and women's business enterprises.

d. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises, does not authorize the Sub-Recipient to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting").

(33) ASSURANCES

The Sub-Recipient shall comply with any Statement of Assurances incorporated as Attachment C.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

SUB-RECIPIENT: City of Dania Beach

By: _____

Name and Title: _____

Date: _____

FEID#: _____

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____

Name and Title: Kevin Guthrie, Director

Date: _____

EXHIBIT – 1

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE SUB-RECIPIENT UNDER THIS AGREEMENT:

Federal Program
Federal agency: **Federal Emergency Management Agency: Hazard Mitigation Grant**
Catalog of Federal Domestic Assistance title and number: **97.039**
Award amount: **$ 75,000.00**

THE FOLLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

- 2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
- Sections 1361(A) of the National Flood Insurance Act of 1968, 42 U.S.C. 4104c, as amended by the National Flood Insurance Reform Act of 1994, Public Law 103-325 and the Bunning-Bereuter-Blumenauer Flood Insurance Reform Act of 2004, Public Law 108-264
- 31 C.F.R. Part 205 Rules and Procedures for Funds Transfers

Federal Program:

1. Sub-Recipient is to use funding to perform the following eligible activities:
   - Mitigation Planning Project
2. Sub-Recipient is subject to all administrative and financial requirements as set forth in this Agreement, or will be in violation of the terms of the Agreement.

Attachment A
Watershed Master Planning Initiative
City of Dania Beach, Phase 2 FDEM Watershed Planning Grant
Scope of Work and Budget

Statement of Purpose

The Florida Division of Emergency Management's (the Division) Bureau of Mitigation prioritizes flood risk management as an integral part of its mission. The goals of this project are to assist local communities in developing a Watershed Master Plan for the purposes of moving up in the Community Rating System (CRS) of the National Flood Insurance Program (NFIP) and to increase resiliency in Florida communities.

This project is funded through the Hazard Mitigation Grant Program (HMGP) **DR-4337-004-P**, as approved by the Division and the Federal Emergency Management Agency (FEMA) to create and update Watershed Master Plans (WMPs) throughout the state of Florida.

The Project Manager for the Division will be:

Laura Dhuwe, Project Manager
Hazard Mitigation Grant Program
Florida Division of Emergency Management
850-879-0872
watershedplanning@em.myflorida.com

Scope of Work

The Division will coordinate with eligible Florida entities to produce a Watershed Master Plan (WMP) for credit under CRS. This project is preceded by the WMP Pilot Program, which consisted of research and the creation of guidance materials to ensure a consistent statewide approach to WMP development.

Guidance materials produced in the WMP Pilot Program can be found at: https://www.floridadisaster.org/dem/mitigation/watershed-planning-initiative or https://www.fau.edu/engineering/research/cwr3/clearinghouse/. The Sub-Recipient may use other materials provided by ISO and located at https://fema.gov. The Sub-Recipient shall follow the Credit Criteria for Element WMP under CRS Activity 452.b (please refer to the 2017 CRS Coordinator's Manual[1] and the 2021 Addendum to the Coordinator's Manual[2]). The Sub-Recipient will finalize the process by submitting their WMP to ISO/CRS for review and providing the Division with a signed letter from their applicable county's Local Mitigation Strategy (LMS) Chairperson attesting that the WMP will be adopted in the Sub-Recipient's next LMS update.
Tasks necessary to the completion of a WMP include:

Task 1 – Create Preliminary Project Plan based on Initial Flood Modeling, and Submit Draft WMP

The Sub-Recipient shall create a preliminary Project Plan, which is a narrative detailing how the initial flood modeling has sufficient detail on the data that went into the model, model specifications, and possible solutions for addressing flood risks that the model identified. There must be enough detail in the preliminary Project Plan to verify the required analysis has been completed. Specifically, the required analysis for the preliminary Project Plan shall include all the Minimum Criteria required for a creditable WMP[3] under the two categories of Data Inventory and Collection and Initial Flood Modeling as follows:

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[1] https://www.fema.gov/sites/default/files/documents/fema_community-rating-system_coordinators-manual_2017.pdf
[2] https://www.fema.gov/sites/default/files/documents/fema_community-rating-system_coordinator-manual_addendum-2021.pdf
[3] See 2017 CRS Coordinator's Manual at https://www.fema.gov/sites/default/files/documents/fema_community-rating-system_coordinators-manual_2017.pdf; the 2021 Addendum to the Coordinator's Manual at

Data Inventory and Collection:

1. Data inventory (used for initial flood modeling):
    a. Inventory of ground characteristics (e.g., soil type, impervious surfaces, wetlands)
    b. Inventory of existing drainage system
    c. Inventory of data availability
2. Locations of:
    a. critical facilities, cultural/historical, and other places/areas of interest
    b. vulnerable areas and their descriptions
    c. natural and constructed drainage systems and channels
3. Existing regulations and plans in place for reducing flood risks

Initial Flood Modeling

4. For current/existing conditions land use, future land use, and the fully developed watershed scenarios:
    a. Evaluations of the existing drainage system's runoff response from design storms using a hydrologic and hydraulic study with a hydrograph approach under current and predicted future land use conditions with assessments of the impacts of climate change and sea level rise for 10-, 25- & 100-year storm events
    b. For currently fully developed watersheds: studies of existing development and the potential impact of any redevelopment
    c. Evaluations of different management scenarios for at least the 100-year rainfall event for a fully developed watershed at a scale sufficient to determine local problems.
    d. Determinations of the change in runoff from current to future, fully developed conditions
    e. Recommendations for managing at least the 10-year and the 25-year rainfall events
5. For communities impacted by sea level rise: evaluations of the impacts of the NOAA Intermediate 2100 sea level rise scenario on the 100-year rainfall event
    a. It is highly recommended to include 2 other scenarios up to 2100, which could be based on sea level for 2 time frames into the future or a number of feet of sea level rise within this timeframe.
6. The plan must include a strategy and action plan to address the results of the studies for:
    a. controlling the timing of peak flows to prevent or minimize problems for the entire watershed due to new development, redevelopment, and fully developed conditions
    b. the impact of climate change and sea level rise on fully developed conditions
    c. at least the 25-year rainfall event in fully developed conditions, with a list of possible solutions for addressing at least the 25-year rainfall event
    d. at least one event larger than the 25-year rainfall event, with a list of possible solutions for addressing this event
    e. ensuring that flood hazards from the 10-year and the 25-year events are not increased by future development (the 2-year storm is also recommended).
7. The community must adopt the final plan.

8. If applicable, WMP plans more than 5 years old must be evaluated to ensure that they remain applicable to current conditions. For instance, are previous assumptions on hydrology, sea level rise and future land use still applicable.

Jurisdiction Specific Comments for Task 1:

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https://www.fema.gov/sites/default/files/documents/fema_community-rating-system_coordinator-manual_addendum-2021.pdf; and other materials provided by ISO located at https://fema.gov.

Task 1 for the Sub-Recipient grant includes the following Steps 1-6 which will be performed by FAU under subcontract with support from City staff. The table below summarizes Steps 1 through 6 with the responsible parties, deliverables, schedule, and payment schedule.

			Month											
Step	**Responsible Party**	**Deliverable**	**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**	**10**	**11**	**12**
Step 1- Background Info Gathering	FAU	Chapters 1 and 2 of the Watershed plan												
Step 2- Policy Documentation for HUCS	FAU	Chapter 3 of the Watershed plan												
Step 3- Risk Models for HUCS	FAU	Chapter 4 of the Watershed plan with all applicable modeling scenarios for the HUC and relationship to involved HUCs; drilldown to community issue modeling												
Step 4- Identifying Critical Areas/Solutions in HUCS	FAU	Update and completion of Chapter 4 and Chapter 5 of the Watershed plan with applicable modeling scenarios for the HUC												
Step 5- Action Plan	FAU	Chapter 6 of the Watershed plan – this should complete the planning document												
Step 6 - Submit for Staff Review	City Staff	Delivery and receipt of comments from staff for the planning document												

Deliverable 1 – Create Preliminary Project Plan based on Initial Flood Modeling, and Submit Draft WMP: An (1) electronic copy of Chapters 1 through 6 of the preliminary Watershed Project Plan; (2) a separate electronic document with all comments from City staff from their review of Chapters 1 through 6 of the preliminary Watershed Project Plan; (3) a separate electronic document listing how and where in Chapters 1 through 6 of the preliminary Watershed Project Plan the Minimum Criteria listed above are met; and (4) a separate electronic document clarifying the Sub-Recipient's existing data inventory at the time of contract execution, how the data are used, and which tasks and efforts have already been completed prior to contract execution. These four electronic documents must be submitted to the Division for review no later than 8 months after the beginning of the Period of Performance. The Sub-Recipient will provide Deliverable 1 to the Division via email to watershedplanning@em.myflorida.com.

Payment for Deliverable 1 will occur once the Sub-Recipient has received feedback from the Division confirming that Chapters 1 through 6 of their preliminary Watershed Project Plan have been approved. To be approved, Chapters 1 through 6 of the preliminary Watershed Project Plan must show how all the listed Minimum Criteria are met, all comments from City staff must be submitted, and the Sub-Recipient's inventory of data must clearly explain what the Sub-Recipient had at the time of contract execution. The Period of Performance begins with the date of execution of the subgrant agreement by both parties, and the Sub-Recipient shall provide the Division with Deliverable 1 no later than 8 months from the beginning of the Period of Performance before payment will be processed.

Task 2 – Revise Draft WMP and Submit Completed WMP

After receiving feedback from the Division on the preliminary Project Plan from Task 1, the Sub-Recipient shall finalize the flood modeling process and submit their completed WMP. At a minimum, the modeling and WMP must meet the Minimum Criteria required for a creditable WMP shown above. The Sub-Recipient shall update their WMP, if revisions are necessary based on the Division's feedback, and submit the completed WMP to the Division for review.

Throughout the activities for Task 2, the Sub-Recipient shall coordinate with the applicable LMS working group to ensure that the working group will adopt the WMP as an annex in the next LMS update, and use the data to inform the risk assessment and mitigation strategy.

Jurisdiction Specific Comments for Task 2:

Task 2 for the Sub-Recipient grant includes the following Steps 7-10 which will be performed by FAU under subcontract with support from City staff. The table below summarizes Steps 7 through 10 with the responsible parties, deliverables, schedule, and payment schedule.

			Month											
Step	**Responsible Party**	**Deliverable**	**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**	**10**	**11**	**12**
Revise Draft WMP	FAU													
Step 7- Submit draft WMP to the Division for Review	Staff with FAU support	Chapter 6 of the Watershed plan – this should complete the planning document												
Revisions based on the Division's feedback	FAU													
Step 8 – Submit completed WMP	Staff with FAU support	n/a												
Step 9 - Commission Approval	Staff with FAU support	n/a												

Deliverable 2 - Revise Draft WMP and Submit Completed WMP: An (1) electronic copy of the completed WMP; (2) a separate electronic document with the feedback from City Staff from their review of the completed WMP and explanations of how FAU addressed the feedback; (3) a separate electronic

document listing how and where in the completed WMP the Minimum Criteria listed above are met; and (4) a signed letter from the applicable county's Local Mitigation Strategy (LMS) Chairperson attesting that the completed WMP will be adopted and used to update the risk assessment and mitigation strategy during the next LMS plan update. These four electronic documents comprising Deliverable 2 must be submitted to the Division for review no later than 12 months after the beginning of the Period of Performance.
If applicable, the Sub-Recipient will revise the submitted WMP to comply with required revisions and feedback from the Division received from Deliverable 1, and then resubmit the WMP to the Division no later than 12 months after the beginning of the Period of Performance.
The Period of Performance begins with the date of execution of the subgrant agreement by both parties, and the Sub-Recipient shall provide the Division with the four electronic documents comprising Deliverable 2 no later than 12 months from the beginning of the Period of Performance before payment will be processed. The Sub-Recipient will provide Deliverable 2 to the Division via email to watershedplanning@em.myflorida.com.

Method of Compensation:
All deliverables submitted to the Project Manager or to the Division shall be completed by the Sub-Recipient and approved for completeness and accuracy by the Project Manager or the Division to qualify as reaching the minimum required criteria for each invoice period.
All tasks shall be performed under the direct supervision of the Division.
The project shall be reimbursed upon receipt of invoices submitted at the completion and acceptance of each deliverable defined above unless this agreement is terminated early. This is a cost reimbursement agreement, which will be reimbursed on a fixed-fee, fixed-price agreement as follows:

Deliverables	**Total Deliverable Value**	**Due Date**
Deliverable 1 – Create Preliminary Project Plan based on Initial Flood Modeling, and Submit Draft WMP (Task 1)	$66,666.67	8 Months after beginning of POP
Deliverable 2 – Revise Draft WMP and Submit Completed WMP (Task 2)	$33,333.33	12 months after beginning of POP
Total	**$100,000.00**	

Financial Consequences for Non-Performance:
The failure to provide the Division with the required deliverables within the stated timelines shall result in a penalty of 5 % of the determined deliverable amount for each late deliverable. Penalty may be waived based upon reasonable explanation with documentation by Sub-Recipient.
Should the Sub-Recipient determine that there are significant barriers to conduct any of the minimum deliverables due to extenuating circumstances, the Division may re-evaluate performance expectations upon a formal request from the Sub-Recipient.
If the Sub-Recipient fails to comply with any terms of the agreement, the Division shall take one or more of the following actions:

1. Temporarily withhold cash payments pending correction of the deficiency by the Sub-Recipient;
2. Disallow all or part of the cost of the activity or action not in compliance;
3. Wholly or partially suspend or terminate the current agreement for the Sub-Recipient's project;
4. Withhold further agreements for the project; or
5. Take other actions that are legally allowed.

Schedule of Work

Task(s)	Number of Months to Complete
Data Collection (Task 1)	3
Initial Flood Modelling (Task 1)	6
Preliminary Project Plan (Task 1)	6
Completed WMP (Task 2)	1
WMP Review (Task 2)	2
WMP Revisions (Task 2)	1
Division and Commission Approval (Task 2)	2
Total Period of Performance (maximum of 12 months):	**12 (see overlapping tasks in schedule above)**

Total Period of Performance
The Period of Performance for this project begins on the date of execution of the subgrant agreement by both parties and ends 12 months later, but no later than September 30, 2023.

Budget

Cost Item	Project Cost	Federal Share	Non-Federal Share
Personnel	$25,000.00	$18,750.00	$6,250.00
Fringe Benefits			
Travel			
Equipment			
Supplies			
Contractual	$75,000.00	$56,250.00	$18,750.00
Other			
Project Total:	**$100,000.00**	**$75,000.00**	**$25,000.00**

Funding Summary Totals

Federal Share:	$75,000.00	75.00%
Non-Federal Share:	$25,000.00	25.00%
Total Project Cost:	**$100,000.00**	**100.00%**

Attachment B

Program Statutes and Regulations

The parties to this Agreement and the Hazard Mitigation Grant Program (HMGP) are generally governed by the following statutes and regulations:

(1) The Robert T. Stafford Disaster Relief and Emergency Assistance Act;

(2) 44 C.F.R. Parts 7, 9, 10, 13, 14, 17, 18, 25, 206, 220, and 221, and any other applicable FEMA policy memoranda and guidance documents;

(3) State of Florida Administrative Plan for the Hazard Mitigation Grant Program;

(4) Hazard Mitigation Assistance Guidance- February 27, 2015 Update; and

(5) All applicable laws and regulations delineated in Attachment C of this Agreement.

In addition to the above statutes and regulations, the Sub-recipient must comply with the following:

The Sub-recipient shall fully perform the approved hazard mitigation project, as described in the Application and Attachment A (Budget and Scope of Work) attached to this Agreement, in accordance with approved scope of work indicated therein, the estimate of costs indicated therein, the allocation of funds indicated therein, and the terms and conditions of this Agreement. The Sub-recipient shall not deviate from the approved project and the terms and conditions of this Agreement. The Sub-recipient shall comply with any and all applicable codes and standards in performing work funded under this Agreement, and shall provide any appropriate maintenance and security for the project.

Any development permit issued by, or development activity undertaken by, the Sub-recipient and any land use permitted by or engaged in by the Sub-recipient, shall be consistent with the local comprehensive plan and land development regulations prepared and adopted pursuant to chapter 163, Part II, Florida Statutes. Funds shall be expended for, and development activities and land uses authorized for, only those uses which are permitted under the comprehensive plan and land development regulations. The Sub-recipient shall be responsible for ensuring that any development permit issued and any development activity or land use undertaken is, where applicable, also authorized by the Water Management District, the Florida Department of Environmental Protection, the Florida Department of Health, the Florida Game and Fish Commission, and any Federal, State, or local environmental or land use permitting authority, where required. The Sub-recipient agrees that any repair or construction shall be in accordance with applicable standards of safety, decency, and sanitation, and in conformity with applicable codes, specifications and standards.

The Sub-recipient will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the completed work conforms with the approved plans and specifications and will furnish progress reports and such other information to HMGP as may be required.

If the hazard mitigation project described in Attachment A includes an acquisition or relocation project, then the Sub-recipient shall ensure that, as a condition of funding under this Agreement, the owner of the affected real property shall record in the public records of the county where it is located the following covenants and restrictions, which shall run with and apply to any property acquired, accepted, or from which a structure will be removed pursuant to the project.

(1) The property will be dedicated and maintained in perpetuity for a use that is compatible with open space, recreational, or wetlands management practices;

(2) No new structure will be erected on property other than:
   a. a public facility that is open on all sides and functionally related to a designed open space;
   b. a restroom; or

(3) A structure that the Director of the Federal Emergency Management Agency approves in writing before the commencement of the construction of the structure;

(4) After the date of the acquisition or relocation no application for disaster assistance for any purpose will be made to any Federal entity and no disaster assistance will be provided for the property by any Federal source; and

(5) If any of these covenants and restrictions is violated by the owner or by some third party with the knowledge of the owner, fee simple title to the Property described herein shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida without further notice to the owner, its successors and assigns, and the owner, its successors and assigns shall forfeit all right, title and interest in and to the property.

HMGP Contract Manager will evaluate requests for cost overruns and submit to the regional Director written determination of cost overrun eligibility. Cost overruns shall meet Federal regulations set forth in 44 C.F.R. §206.438(b).

The National Environmental Policy Act (NEPA) stipulates that additions or amendments to a HMGP Sub-Recipient Scope of Work (SOW) shall be reviewed by all State and Federal agencies participating in the NEPA process.

As a reminder, the Sub-recipient must obtain prior approval from the State, before implementing changes to the approved project Scope of Work (SOW). Per the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments:

(1) For Construction projects, the grantee must "obtain prior written approval for any budget revision which result in a need for additional funds" (2 C.F.R. § 200.308);

(2) A change in the Scope of Work must be approved by FEMA in advance regardless of the budget implications; and

(3) The Sub-recipient must notify the State as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower cost or earlier completion. Any extensions of the period of performance must be submitted to FEMA sixty (60) days prior to the project expiration date.

The Sub-recipient assures that it will comply with the following statutes and regulations to the extent applicable:

(1) 53 Federal Register 8034
(2) Federal Acquisition Regulations 31.2
(3) Section 1352, Title 31, US Code
(4) Chapter 473, Florida Statutes
(5) Chapter 215, Florida Statutes
(6) Section 768.28, Florida Statutes
(7) Chapter 119, Florida Statutes
(8) Section 216.181(6), Florida Statutes

(9) Cash Management Improvement Act of 1990
(10) American with Disabilities Act
(11) Section 112.061, Florida Statutes
(12) Immigration and Nationality Act
(13) Section 286.011, Florida Statutes
(14) 2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
(15) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970
(16) Title I of the Omnibus Crime Control and Safe Streets Act of 1968
(17) Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act
(18) Omnibus Crime Control and Safe Streets Act of 1968, as amended
(19) Victims of Crime Act (as appropriate)
(20) Section 504 of the Rehabilitation Act of 1973, as amended
(21) Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990)
(22) Department of Justice regulations on disability discrimination, 28 C.F.R., Part 35 and Part 39
(23) 42 U.S.C. 5154a

Attachment C

Statement of Assurances

To the extent the following provisions apply to this Agreement, the Sub-recipient certifies that:

(a) It possesses legal authority to enter into this Agreement and to carry out the proposed program;

(b) Its governing body has duly adopted or passed as an official act of resolution, motion or similar action authorizing the execution of the hazard mitigation agreement with the Division of Emergency Management (DEM), including all understandings and assurances contained in it, and directing and authorizing the Sub-recipient's chief administrative officer or designee to act in connection with the application and to provide such additional information as may be required;

(c) No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall receive any share or part of this Agreement or any benefit. No member, officer, or employee of the Sub-recipient or its designees or agents, no member of the governing body of the locality in which this program is situated, and no other public official of the locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year after, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds, for work be performed in connection with the program assisted under this Agreement. The Sub-recipient shall incorporate, in all contracts or subcontracts a provision prohibiting any interest pursuant to the purpose stated above;

(d) All Sub-recipient contracts for which the State Legislature is in any part a funding source, shall contain language to provide for termination with reasonable costs to be paid by the Sub-recipient for eligible contract work completed prior to the date the notice of suspension of funding was received by the Sub-recipient. Any cost incurred after a notice of suspension or termination is received by the Sub-recipient may not be funded with funds provided under this Agreement unless previously approved in writing by the Division. All Sub-recipient contracts shall contain provisions for termination for cause or convenience and shall provide for the method of payment in such event;

(e) It will comply with:

(1) Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327 et seq., requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week; and

(2) Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq., requiring that covered employees be paid at least minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.

(f) It will comply with

(1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and the regulations issued pursuant thereto, which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Sub-recipient received Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Sub-

recipient, this assurance shall obligate the Sub-recipient, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;

(2) Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age or with respect to otherwise qualifies handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973;

(3) Executive Order 11246, as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts; affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff/termination, rates of pay or other forms of compensation; and election for training and apprenticeship;

(g) It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties pursuant to section 112.313 and section 112.3135, Florida Statutes;

(h) It will comply with the Anti-Kickback Act of 1986, 41 U.S.C. Chapter 87 which outlaws and prescribes penalties for "kickbacks" of wages in federally financed or assisted construction activities;

(i) It will comply with the provisions of 5 U.S.C. 7323 (further known as the Hatch Act) which limits the political activities of employees;

(j) It will comply with the flood insurance purchase and other requirements of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 50, including requirements regarding the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance;

For sites located within Special Flood Hazard Areas (SFHA), the Sub-recipient must include a FEMA Model Acknowledgement of Conditions of Mitigation of Property in a Special Flood Hazard Area with FEMA Grant Funds executed by the title holder with the closeout request verifying that certain SFHA requirements were satisfied on each of the properties. The Model Acknowledgement can be found at www.fema.gov/governmenta/grant/sfha_conditions.shtm

(k) It will require every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided under this Agreement to comply with the "Uniform Federal Accessibility Standards," (AS) which is Appendix A to 41 C.F.R. Section 101-19.6 for general type buildings and Appendix A to 24 C.F.R., Part 40 for residential structures. The Sub-recipient will be responsible for conducting inspections to ensure compliance with these specifications by the contractor;

(l) It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (54 U.S.C.), Executive Order 11593, 36 C.F.R., Part 800, and the Preservation of Archaeological and Historical Data Act of 1966 (54 U.S.C. 3125) by:

(1) Consulting with the State Historic Preservation Office to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 C.F.R., Section 800.8) by the proposed activity; and

(2) Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.

(3) Abiding by the terms and conditions of the **"Programmatic Agreement Among the Federal Emergency Management Agency, the Florida State Historic Preservation Office, the Florida Division of Emergency Management and the Advisory Council on Historic Preservation, (PA)"** which addresses roles and responsibilities of Federal and State entities in implementing Section 106 of the National Historic Preservation Act (NHPA), 54 U.S.C., and implementing regulations in 36 C.F.R., Part 800.

(4) When any of the Sub-recipient's projects funded under this Agreement may affect a historic property, as defined in 36 C.F.R., Part 800.16 (l)(1), the Federal Emergency Management Agency (FEMA) may require the Sub-recipient to review the eligible scope of work in consultation with the State Historic Preservation Office (SHPO) and suggest methods of repair or construction that will conform with the recommended approaches set out in the **Secretary of Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings 1992 (Standards),** the **Secretary of the Interior's Guidelines for Archeological Documentation (Guidelines)** (48 Federal Register 44734-37), or any other applicable Secretary of Interior standards. If FEMA determines that the eligible scope of work will not conform with the **Standards**, the Sub-recipient agrees to participate in consultations to develop, and after execution by all parties, to abide by, a written agreement that establishes mitigation and recondition measures, including but not limited to, impacts to archeological sites, and the salvage, storage, and reuse of any significant architectural features that may otherwise be demolished.

(5) The Sub-recipient agrees to notify FEMA and the Division if any project funded under this Agreement will involve ground disturbing activities, including, but not limited to: subsurface disturbance; removal of trees; excavation of footings and foundations, and installation of utilities (such as water, sewer, storm drains, electrical, gas, leach lines and septic tanks) except where these activities are restricted solely to areas previously disturbed by the installation, replacement or maintenance of such utilities. FEMA will request the SHPO's opinion on the potential that archeological properties may be present and be affected by such activities. The SHPO will advise the Sub-recipient on any feasible steps to be accomplished to avoid any National Register eligible archeological property or will make recommendations for the development of a treatment plan for the recovery or archeological data from the property.

If the Sub-recipient is unable to avoid the archeological property, develop, in consultation with SHPO, a treatment plan consistent with the **Guidelines** and take into account the Advisory Council on Historic Preservation (Council) publication "Treatment of Archeological Properties". The Sub-recipient shall forward information regarding the treatment plan to FEMA, the SHPO and the Council for review. If the SHPO and the Council do not object within fifteen (15) calendar days of receipt of the treatment plan, FEMA may direct the Sub-recipient to implement the treatment plan. If either the Council or the SHPO object, Sub-recipient shall not proceed with the project until the objection is resolved.

(6) The Sub-recipient shall notify the Division and FEMA as soon as practicable: (a) of any changes in the approved scope of work for a National Register eligible or listed property; (b) of all changes to a project that may result in a supplemental DSR or modify a HMGP project for a National Register eligible or listed property; (c) if it appears that a project funded under this Agreement will affect a previously unidentified property that may be

eligible for inclusion in the National Register or affect a known historic property in an unanticipated manner. The Sub-recipient acknowledges that FEMA may require the Sub-recipient to stop construction in the vicinity of the discovery of a previously unidentified property that may eligible for inclusion in the National Register or upon learning that construction may affect a known historic property in an unanticipated manner. The Sub-recipient further acknowledges that FEMA may require the Sub-recipient to take all reasonable measures to avoid or minimize harm to such property until FEMA concludes consultation with the SHPO. The Sub-recipient also acknowledges that FEMA will require, and the Sub-recipient shall comply with, modifications to the project scope of work necessary to implement recommendations to address the project and the property.

(7) The Sub-recipient acknowledges that, unless FEMA specifically stipulates otherwise, it shall not receive funding for projects when, with intent to avoid the requirements of the PA or the NHPA, the Sub-recipient intentionally and significantly adversely affects a historic property, or having the legal power to prevent it, allowed such significant adverse effect to occur.

(m) It will comply with applicable provisions of the following laws and policies prohibiting discrimination:

1. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination based on race, color, or national origin (including limited English proficiency).
2. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination based on disability.
3. Title IX of the Education Amendments Act of 1972, as amended, which prohibits discrimination based on sex in education programs or activities.
4. Age Discrimination Act of 1975, which prohibits discrimination based on age.
5. U.S. Department of Homeland Security regulation 6 C.F.R. Part 19, which prohibits discrimination based on religion in social service programs.

(n) It will comply with Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;

(o) It will comply with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (42 U.S.C. 4541-45-94) relating to nondiscrimination on the basis of alcohol abuse or alcoholism;

(p) It will comply with 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;

(q) It will comply with Lead-Based Paint Poison Prevention Act (42 U.S.C. 4821 et seq.) which prohibits the use of lead based paint in construction of rehabilitation or residential structures;

(r) It will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the State Energy Conservation Plan adopted pursuant thereto;

(s) It will comply with the Laboratory Animal Welfare Act of 1966, (7 U.S.C. 2131-2159), pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by an award of assistance under this Agreement;

(t) It will comply with Title VIII of the Civil Rights Act of 1968, (42 U.S.C 2000c and 42 U.S.C. 3601-3619), as amended, relating to non-discrimination in the sale, rental, or financing of housing, and

Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin;

(u) It will comply with the Clean Air Act of 1955, as amended, 42 U.S.C. 7401-7675;

(v) It will comply with the Clean Water Act of 1977, as amended, 33 U.S.C. 1251-1388

(w) It will comply with the endangered Species Act of 1973, 16 U.S.C. 1531-1544;

(x) It will comply with the Intergovernmental Personnel Act of 1970, 42 U.S.C. 4701-4772;

(y) It will assist the awarding agency in assuring compliance with the National Historic Preservation Act of 1966, as amended, 54 U.S.C.;

(z) It will comply with environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969, 42 U.S.C. 4321-4347;

(aa) It will assist the awarding agency in assuring compliance with the Preservation of Archeological and Historical Preservation Act of 1966, 16 U.S.C. 54 U.S.C. 3125

(bb) It will comply with the Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794, regarding non-discrimination;

(cc) It will comply with the environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, 42 U.S.C. 300f-300j-27, regarding the protection of underground water sources;

(dd) It will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Property Acquisition Policies Act of 1970, 42 U.S.C. 4621-4638, which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs;

(ee) It will comply with the Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271-1287, related to protecting components or potential components of the national wild and scenic rivers system;

(ff) It will comply with the following Executive Orders: EO 11514 (NEPA); EO 11738 (violating facilities); EO 11988 (Floodplain Management); EO 11990 (Wetlands); and EO 12898 (Environmental Justice);

(gg) It will comply with the Coastal Barrier Resources Act of 1977, 16 U.S.C. 3501-3510;

(hh) It will assure project consistency with the approved State program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451-14674; and

(ii) It will comply with the Fish and Wildlife Coordination Act of 1958, 16 U.S.C. 661-668.

(jj) With respect to demolition activities, it will:

(1) Create and make available documentation sufficient to demonstrate that the Sub-recipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement.

(2) Return the property to its natural state as though no improvements had ever been contained thereon.

Attachment D

REQUEST FOR ADVANCE OR REIMBURSEMENT OF HAZARD MITIGATION ASSISTANCE PROGRAM FUNDS

SUB-RECIPIENT: City of Dania Beach

REMIT ADDRESS: 100 W Dania Beach Blvd, Attn: Deborah Sabino

CITY: Dania Beach STATE: FL ZIP CODE: 33004

PROJECT TYPE: Watershed Management Plan PROJECT #: 4337-4-Pv

PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H0879

BUDGET: _____ FEDERAL SHARE: _____ LOCAL: _____

ADVANCED RECEIVED: _____ N/A _____ AMOUNT: _____ SETTLED? _____

Invoice Period: _____ through _____ Payment No: _____

Total of Previous Payments to Date: _____ (Federal)
Total of Previous SRMC to Date: (SRMC Federal)
Total Federal to Date: _____ (Total Federal Paid)

Eligible Amount 100% (Current Request)	Obligated Federal Amount 75%	Obligated Local Non-Federal 25%	**Division Use Only**	
			Approved	Comments

TOTAL CURRENT REQUEST: $ _____

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812.

SUB-RECIPIENT SIGNATURE: _____

NAME: _____ TITLE: _____ DATE: _____

TO BE COMPLETED BY THE DIVISION

APPROVED PROJECT TOTAL $ _____

APPROVED SRMC TOTAL: $ _____ DIVISION DIRECTOR

APPROVED FOR PAYMENT $ _____ DATE

(3) Furnish documentation of all qualified personnel, licenses and all equipment necessary to inspect buildings located in the Sub-recipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the Florida Department of Environmental Protection and the County Health Department.

(4) Provide documentation of the inspection results for each structure to indicate:
   a. Safety Hazard Present
   b. Health Hazards Present
   c. Hazardous Materials Present

(5) Provide supervision over contractors or employees employed by the Sub-recipient to remove asbestos and lead from demolished or otherwise applicable structures.

(6) Leave the demolished site clean, level and free of debris.

(7) Notify the Division promptly of any unusual existing condition which hampers the contractor's work.

(8) Obtain all required permits.

(9) Provide addresses and marked maps for each site where water wells and septic tanks are to be closed along with the number of wells and septic tanks located on each site. Provide documentation of closures.

(10) Comply with mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

(11) Comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act (42 U.S.C. 1857), Section 508 of the Clean Water Act (33 U.S.C. 1251-1388), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 C.F.R., Part 15 and 61). This clause shall be added to any subcontracts.

(12) Provide documentation of public notices for demolition activities.

Attachment D (cont.)
SUMMARY OF DOCUMENTATION IN SUPPORT OF AMOUNT CLAIMED FOR ELIGIBLE DISASTER WORK UNDER THE HAZARD MITIGATION ASSISTANCE PROGRAM

SUB-RECIPIENT: City of Dania Beach PAYMENT #:

PROJECT TYPE: Watershed Management Plan PROJECT #: 4337-4-Pv

PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H0879

	REF NO[2]	DATE[3]	DOCUMENTATION[4]	*(Check) AMOUNT*	ELIGIBLE COSTS (100%)
1					
2					
3					
4					
5					
6					
7					
8					
This payment represents			***% completion of the project.***	***TOTAL***	

[2] *Recipient's internal reference number (e.g., Invoice, Receipt, Warrant, Voucher, Claim Check, or Schedule #)*
[3] *Date of delivery of articles, completion of work or performance services. (per document)*
[4] *List Documentation (Recipient's payroll, material out of recipient's stock, recipient owned equipment and name of vendor or contractor) by category (Materials, Labor, Fees) and line item in the approved project line item budget. Provide a brief description of the articles or services. List service dates per each invoice.*

Attachment E
JUSTIFICATION OF ADVANCE PAYMENT

SUB-RECIPIENT: City of Dania Beach

If you are requesting an advance, indicate same by checking the box below.

[ ] ADVANCE REQUESTED Advance payment of $ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.

If you are requesting an advance, complete the following chart and line item justification below. PLEASE NOTE: Calculate your estimated expenses at 100% of your expected needs for ninety (90) days. Submit Attachment D with the cost share breakdown along with Attachment E and all supporting documentation.

ESTIMATED EXPENSES

BUDGET CATEGORY/LINE ITEMS (list applicable line items)	20___-20___ Anticipated Expenditures for First Three Months of Contract
For example ADMINISTRATIVE COSTS (Include Secondary Administration.)	
For example PROGRAM EXPENSES	
TOTAL EXPENSES	

LINE ITEM JUSTIFICATION **(For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term as evidenced by copies of invoices and cancelled checks as required by the Budget and Scope of work showing 100% of expenditures for the 90 day period shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance.**

Attachment F

QUARTERLY REPORT FORM

Instructions: *Complete and submit this form to State Project Manager within15-days after each quarter:*

SUB-RECIPIENT: City of Dania Beach **PROJECT #:** 4337-4-Pv

PROJECT TYPE: Watershed Management Plan **CONTRACT #:** H0879

PROGRAM: Hazard Mitigation Grant Program **QUARTER ENDING:** _____

Advance Payment Information:
Advance Received ☐ N/A ☐ Amount: $ _____ Advance Settled? Yes ☐ No ☐

Financial Amount to Date:
Sub-Recipient Total Project Expenditures to date (federal & local): $ _____

Target Dates (State Agreement):
Contract Execution Date: _____ Contract Expiration Date: _____
Date Deliverables Submitted: _____ Closeout Requested Date: _____

Describe **Milestones** achieved during this quarter:

Project Proceeding on **Schedule**? ☐ Yes ☐ No *(If No, Describe under **Issues** below)*

Percentage of Milestones completed to Date: _____%

Describe Activities - Milestones completed this quarter only:

Schedule of the Milestones-Activities:

Milestone	**Dates** (estimated)
State Contracting	
Closeout Compliance	
Estimated Project Completion Date:	

Issues or circumstances affecting completion date, milestones, scope of work, and/or cost:

Cost Status: ☐ Cost Unchanged ☐ Under Budget ☐ Over Budget

Cost / Financial **Comments:**

NOTE: Events may occur between quarterly reports, which have significant impact upon your project(s), such as anticipated overruns, changes in scope of work, extensions. Contact the Division as soon as these conditions are known, otherwise you could be non-compliant with your sub-grant award.

Sub-Recipient Contract Representative (POC): _____

Signature: _____ Phone: _____

~ To be completed by Florida Division of Emergency Management Project Manager ~

Project Manager Statement: ☐ *No Action Required, OR*

☐ *Action Required:* _____

PM Percentage of Activates competed per PM Review QR Milestones Spreadsheet: ____%

Date Reviewed: _____ *Reviewer:* _____ *Project Manager*

Attachment G

Warranties and Representations

Financial Management

The Sub-Recipient's financial management system must comply with 2 C.F.R. §200.302.

Procurements

Any procurement undertaken with funds authorized by this Agreement must comply with the requirements of 2 C.F.R. §200, Part D—Post Federal Award Requirements—Procurement Standards (2 C.F.R. §§200.317 through 200.327).

Business Hours

The Sub-Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from: **8:00 AM - 5:00 PM, Monday Thru Friday, as applicable.**

Licensing and Permitting

All subcontractors or employees hired by the Sub-Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Sub-Recipient.

Attachment H

Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion

Subcontractor Covered Transactions

The prospective subcontractor, _____, of the Sub-Recipient certifies, by submission of this document, that neither it, its principals, nor affiliates are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified from participation in this transaction by any Federal department or agency.

SUBCONTRACTOR

_____

By: _____
Signature

_____
Name and Title

_____
Street Address

_____
City, State, Zip

_____
Date

City of Dania Beach
Sub-Recipient's Name

H0879
DEM Contract Number

4337-4-Pv
FEMA Project Number

Attachment I

Federal Funding Accountability and Transparency Act

Instructions and Worksheet

PURPOSE: The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent of this legislation is to empower every American with the ability to hold the government accountable for each spending decision. The FFATA legislation requires information on federal awards (federal assistance and expenditures) be made available to the public via a single, searchable website, which is http://www.usaspending.gov/.

The FFATA Sub-award Reporting System (FSRS) is the reporting tool the Florida Division of Emergency Management ("FDEM" or "Division") must use to capture and report sub-award and executive compensation data regarding first-tier sub-awards that obligate $25,000 or more in Federal funds (excluding Recovery funds as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5).

Note: This "Instructions and Worksheet" is meant to explain the requirements of the FFATA and give clarity to the FFATA Form distributed to sub-awardees for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

ORGANIZATION AND PROJECT INFORMATION

The following information must be provided to the FDEM prior to the FDEM's issuance of a sub-award (Agreement) that obligates $25,000 or more in federal funds as described above. Please provide the following information and return the signed form to the Division as requested.

PROJECT #: 4337-4-Pv

FUNDING AGENCY: Federal Emergency Management Agency

AWARD AMOUNT: $ 75,000.00

OBLIGATION/ACTION DATE: September 13, 2018

SUBAWARD DATE (if applicable): _____

UEID/SAM#: U56KXBHZUBK9

UEID/SAM# +4: _____

*If your company or organization does not have a UEID/SAM number, you will need to obtain one from https://sam.gov/content/entity-registrationThe process to request a UEID/SAM number takes about ten minutes and is free of charge.

BUSINESS NAME: _____

DBA NAME (IF APPLICABLE): _____

PRINCIPAL PLACE OF BUSINESS ADDRESS: _____

ADDRESS LINE 1: _____

ADDRESS LINE 2: _____

ADDRESS LINE 3: _____

CITY _____ STATE _____ ZIP CODE+4** _____

PARENT COMPANY UEID/SAM# (if applicable): _____

CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA#): _____

DESCRIPTION OF PROJECT (Up to 4000 Characters)

The Division will coordinate with eligible Florida entities to produce a Watershed Master Plan (WMP) for credit under CRS. This project is preceded by the WMP Pilot Program, which consisted of research and the creation of guidance materials to ensure a consistent statewide approach to WMP development.

Guidance materials produced in the WMP Pilot Program can be found at: https://www.floridadisaster.org/dem/mitigation/watershed-planning-initiative or https://www.fau.edu/engineering/research/cwr3/clearinghouse/. The Sub-Recipient may use other materials provided by ISO and located at https://fema.gov. The Sub-Recipient shall follow the Credit Criteria for Element WMP under CRS Activity 452.b (please refer to the 2017 CRS Coordinator's Manual[4] and the 2021 Addendum to the Coordinator's Manual[5]). The Sub-Recipient will finalize the process by submitting their WMP to ISO/CRS for review and providing the Division with a signed letter from their applicable county's Local Mitigation Strategy (LMS) Chairperson attesting that the WMP will be adopted in the Sub-Recipient's next LMS update.

Verify the approved project description above, if there is any discrepancy, please contact the project manager.

PRINCIPAL PLACE OF PROJECT PERFORMANCE (IF DIFFERENT THAN PRINCIPAL PLACE OF BUSINESS): _____

ADDRESS LINE 1: _____

ADDRESS LINE 2: _____

ADDRESS LINE 3: _____

CITY _____ STATE _____ ZIP CODE+4** _____

CONGRESSIONAL DISTRICT FOR PRINCIPAL PLACE OF PROJECT PERFORMANCE:

_____

[4] https://www.fema.gov/sites/default/files/documents/fema_community-rating-system_coordinators-manual_2017.pdf

[5] https://www.fema.gov/sites/default/files/documents/fema_community-rating-system_coordinator-manual_addendum-2021.pdf

**Providing the Zip+4 ensures that the correct Congressional District is reported.

EXECUTIVE COMPENSATION INFORMATION:

1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches, and all affiliates worldwide) receive (a) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act, as defined at 2 C.F.R. 170.320; , (b) $25,000,000 or more in annual gross revenues from U.S. Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act?

   Yes ☐ No ☐

If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

2. Does the public have access to information about the compensation of the executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) Section 6104 of the Internal Revenue Code of 1986?

   Yes ☐ No ☐

If the answer to Question 2 is "Yes," move to the signature block below to complete the certification and submittal process. [Note: Securities Exchange Commission information should be accessible at http//www.sec.gov/answers/execomp.htm. Requests for Internal Revenue Service (IRS) information should be directed to the local IRS for further assistance.]

If the answer to Question 2 is "No" FFATA reporting is required. Provide the information required in the "TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR" appearing below to report the "Total Compensation" for the five (5) most highly compensated "Executives", in rank order, in your organization. For purposes of this request, the following terms apply as defined in 2 C.F.R. Ch. 1 Part 170 Appendix A:

"Executive" is defined as "officers, managing partners, or other employees in management positions".

"Total Compensation" is defined as the cash and noncash dollar value earned by the executive during the most recently completed fiscal year and includes the following:

i. Salary and bonus.

ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

v. Above-market earnings on deferred compensation which is not tax-qualified.

vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR

(Date of Fiscal Year Completion _____)

Rank (Highest to Lowest)	**Name (Last, First, MI)**	**Title**	**Total Compensation for Most Recently Completed Fiscal Year**
1			
2			
3			
4			
5			

THE UNDERSIGNED CERTIFIES THAT ON THE DATE WRITTEN BELOW, THE INFORMATION PROVIDED HEREIN IS ACCURATE.

SIGNATURE: _____

NAME AND TITLE: _____

DATE: _____

Attachment J

Mandatory Contract Provisions

Provisions:

Any contract or subcontract funded by this Agreement must contain the applicable provisions outlined in Appendix II to 2 C.F.R. Part 200. It is the responsibility of the sub-recipient to include the required provisions. The following is a list of sample provisions from Appendix II to 2 C.F.R. Part 200 that may be required:[6]

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

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

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

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

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

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

[6] For example, the Davis-Bacon Act is not applicable to other FEMA grant and cooperative agreement programs, including the Public Assistance Program or Hazard Mitigation Grant Program; however, sub-recipient may include the provision in its subcontracts.

repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

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

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

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

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

(J) See 2 C.F.R, § 200.323 Procurement of recovered materials.

(K) See 2 C.F.R, §200.216 Prohibition on certain telecommunication and video surveillance services or equipment.

(L) See 2 C.F.R, §200.322 Domestic preferences for procurements

(Appendix II to Part 200, Revised Eff. 11/12/2020).

FEMA created the 2019 PDAT Contract Provisions Template to assist non-Federal entities. It is *available at* https://www.fema.gov/media-library-data/1569959119092-92358d63e00d17639d5db4de015184c9/PDAT_ContractProvisionsTemplate_9-30-19.pdf.

Please note that the sub-recipient alone is responsible for ensuring that all language included in its contracts meets the requirements of 2 C.F.R. § 200.327 and 2 C.F.R. Part 200, Appendix II.

Attachment K

Certification Regarding Lobbying

Check the appropriate box:

☐ This Certification Regarding Lobbying is required because the Contract, Grant, Loan, or Cooperative Agreement will exceed $100,000 pursuant to 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

☐ This Certification is not required because the Contract, Grant, Loan, or Cooperative Agreement will be less than $100,000.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

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

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Sub-Recipient or subcontractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____
Signature of Sub-Recipient/subcontractor's Authorized Official

_____
Name and Title of Sub-Recipient/subcontractor's Authorized Official

_____
Date

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Consent Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)
TO APPROVE AND ADOPT A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE THE FLORIDA DEPARTMENT OF TRANSPORTATION ("FDOT") DISTRICT FOUR UTILITY WORK BY HIGHWAY CONTRACTOR AGREEMENT TO ADJUST MANHOLES AND VALVE BOXES ALONG SR A1A/DANIA BEACH BOULEVARD FROM SR-5/US-1 TO GULFSTREAM ROAD; AUTHORIZING THE USE OF SEWER UTILITY CONTINGENCY FUNDS IN THE AMOUNT OF SEVENTY ONE THOUSAND FORTY DOLLARS ($71,040.00), AND THE WATER DISTRIBUTION FUNDS IN THE AMOUNT OF TWENTY THREE THOUSAND FORTY DOLLARS ($23,040.00) TO ISSUE THE REQUIRED SURETY/SECURITY DEPOSIT FOR THE TOTAL AMOUNT OF NINETY-FOUR THOUSAND EIGHTY DOLLARS ($94,080.00); 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-FDOT UTILITY CONTRACTOR WORK AGREEMENT-112122C (002) (004), R-2022- FDOT Utility Work by Highway Contractor Agreement for Resurfacing Dania Beach Boulevard, 446198-1 UWHCA - City of Dania Beach, 446198-1 Estimate

CITY OF DANIA BEACH
PUBLIC SERVICES DEPARTMENT

MEMORANDUM

DATE: November 21, 2022

TO: Honorable Mayor and Commissioners

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

RE: AUHTORIZATION TO USE SEWER UTLITY CONTINGENCY FUNDS AND TO EXECUTE A FLORIDA DEPARTMENT OF TRANSPORTATION UTILITY WORK BY HIGHWAY CONTRACTOR AGREEMENT

Request

The Public Services Department (PSD) requests the use of Sewer Utility Contingency Funds and approval of a resolution to execute a Florida Department of Transportation (FDOT) Utility Work by Highway Contractor Agreement for the adjustment of manholes and valve boxes along SR A1A/Dania Beach Boulevard from SR5/US1 to Gulfstream Road.

Background

In the summer of 2023, FDOT will be milling and resurfacing Dania Beach Boulevard from US1 to Gulfstream Road. This project will require certain facilities such as manholes and valve boxes to be relocated, adjusted, installed or placed out of service to the install newly designed grading. The City does not have manpower or expertise for the required adjustments; therefore, FDOT is proposing an agreement with the City to perform this project at an estimated cost of $94,080.

Budgetary Impact

The FDOT Utility Work by Highway Contractor Agreement is estimated in the amount of $94,080, an amount that will be held in perpetuity. This cost is to be divided between the Water Distribution Utility Services/Repair and Maintenance Account No. 401-33-02-533-46-70 in the amount of $23,040 and the Sewer Utility Collection/Repair and Maintenance Accounts No. 402-35-02-535-46-70 in the amount of $71,040.

PSD is requesting approval to use Sewer Contingency Funds Utility Collection/Other Uses Contingency Account No. 402-35-02-535-99-10 in the amount of $71,040 to be transferred into the Sewer Utility Collection/Repair and Maintenance Accounts No. 402-35-02-535-46-70 to cover the cost of FDOT's Agreement.

RE ORIZATION TO EXECUTE A FLORIDA DEPARTMENT OF RANSPORTATION UTILITY WORK BY HIGHWAY CONTRACTOR AGREEMENT

Recommendation

PSD recommends City Commission approval to authorize execution of FDOT's Utility Work by Highway Contractor Agreement.

RESOLUTION NO. 2022-173

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE THE FLORIDA DEPARTMENT OF TRANSPORTATION ("FDOT") DISTRICT FOUR UTILITY WORK BY HIGHWAY CONTRACTOR AGREEMENT TO ADJUST MANHOLES AND VALVE BOXES ALONG SR A1A/DANIA BEACH BOULEVARD FROM SR-5/US-1 TO GULFSTREAM ROAD; AUTHORIZING THE USE OF SEWER UTILITY CONTINGENCY FUNDS IN THE AMOUNT OF SEVENTY ONE THOUSAND FORTY DOLLARS ($71,040.00), AND THE WATER DISTRIBUTION FUNDS IN THE AMOUNT OF TWENTY THREE THOUSAND FORTY DOLLARS ($23,040.00) TO ISSUE THE REQUIRED SURETY/SECURITY DEPOSIT FOR THE TOTAL AMOUNT OF NINETY-FOUR THOUSAND EIGHTY DOLLARS ($94,080.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Dania Beach Boulevard is owned by the Florida Department of Transportation "(FDOT"); and

WHEREAS, FDOT will require utility facilities to be relocated, adjusted, installed or placed out-of-service along SR-A1A/Dania Beach Boulevard from SR-5/US1 to Gulfstream Road to meet newly design grading requirements; and

WHEREAS, the City of Dania Beach does not have the manpower to perform the required work; and

WHEREAS, the Public Services Department therefore recommends that the City enter into a Florida Department of Transportation Utility Work by Highway Contractor Agreement;

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

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

Section 2. That the proper City officials are authorized to execute FDOT's District Four Utility Work by Highway Contractor Agreement authorizing FDOT to perform work on City manholes and valves, a copy which is attached as Exhibit "A".

Section 3. That the City is authorized to provide surety to FDOT relating to the adjustment of manholes and valve boxes in the amount of Ninety-Four Thousand Eighty Dollars ($94,080.00) to be funded from the Water Distribution/Repair and Maintenance Account No. 401-

33-02-533-46-70; in the amount of $23,040.00 and the Sewer Utility Collection/Repair and Maintenance Account No 402-35-02-535-46-70, in the amount of $71,040.00.

Section 4. That authorization is requested to use Sewer Collection/Other Uses Contingency Funds Account No. 402-35-02-535-99-10 in the amount of $71,040.00 to be transferred into the Sewer Utility Collection/Repair and Maintenance Account No. 402-35-02-535-46-70 to cover the cost of the FDOT Agreement.

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

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

PASSED AND ADOPTED on November 21, 2022.

ATTEST:

THOMAS SCHNEIDER, CMC CITY CLERK	ARCHIBALD J. RYAN IV MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
UTILITY WORK BY HIGHWAY CONTRACTOR AGREEMENT
(AT UTILITY EXPENSE)

Financial Project ID: 446198-1-52-02	**Federal Project ID:**
Financial Project ID:	
Financial Project ID:	
Financial Project ID:	
County: Broward	**State Road No.: A1A**
District Document No:	
Utility Agency/Owner (UAO): City of Dania Beach	

THIS AGREEMENT, entered into this _____ day of_____, year of_____, by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, hereinafter referred to as the "**FDOT**", and **City of Dania Beach**, hereinafter referred to as the "**UAO**";

WITNESSETH:

WHEREAS, the **FDOT**, is constructing, reconstructing, or otherwise changing a portion of a public road or publicly owned rail corridor, said project being identified as SR-A1A/Dania Beach Blvd. from SR-5/US-1 to Gulfstream Road, State Road No.: A1A, hereinafter referred to as the "Project"; and

WHEREAS, the **UAO** owns or desires to install certain utility facilities which are located within the limits of the Project hereinafter referred to as the "Facilities" (said term shall be deemed to include utility facilities as the same may be relocated, adjusted, installed, or placed out of service pursuant to this Agreement); and

WHEREAS, the Project requires the location (vertically and/or horizontally), protection, relocation, installation, adjustment or removal of the Facilities, or some combination thereof, hereinafter referred to as "Utility Work"; and

WHEREAS, the **FDOT** and the **UAO** desire to enter into a joint agreement pursuant to Section 337.403(1)(b), Florida Statutes for the Utility Work to be accomplished by the **FDOT's** contractor as part of the construction of the Project; and

WHEREAS, the **UAO**, pursuant to the terms and conditions hereof, will bear certain costs associated with the Utility Work;

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the **FDOT** and the **UAO** hereby agree as follows:

1. Design of Utility Work

a. **UAO** shall prepare, at **UAO's** sole cost and expense, a final engineering design, plans, technical special provisions, a cost estimate, and a contingency Utility Work Schedule (said contingency schedule to be used in the case of a bid rejection) for the Utility Work (hereinafter referred to as the "Plans Package") on or before N/A, year of ____.

b. The Plans Package shall be in the same format as the **FDOT's** contract documents for the Project and shall be suitable for reproduction.

c. Unless otherwise specifically directed in writing, the Plans Package shall include any and all activities and work effort required to perform the Utility Work, including but not limited to, all clearing and grubbing, survey work and shall include a traffic control plan.

d. The Plans Package shall be prepared in compliance with the **FDOT's** Utility Accommodation Manual and the **FDOT's** Plans Preparation Manual in effect at the time the Plans Package is prepared, and the **FDOT's** contract documents for the Project. If the **FDOT's** Plans Preparation Manual has been updated and conflicts with the Utility Accommodation Manual, the Utility Accommodation Manual shall apply where such conflicts exist.

e. The technical special provisions which are a part of the Plans Package shall be prepared in accordance with the **FDOT's** guidelines on preparation of technical special provisions and shall not duplicate or change the general contracting provisions of the **FDOT's** Standard Specifications for Road and Bridge Construction and any Supplemental Specifications, Special Provisions, or Developmental Specifications of the **FDOT** for the Project.

f. **UAO** shall provide a copy of the proposed Plans Package to the **FDOT,** and to such other right of way users as designated by the **FDOT**, for review at the following stages: Production. Prior to submission of the proposed Plans Package for review at these stages, the **UAO** shall send the **FDOT** a work progress schedule explaining how the **UAO** will meet the **FDOT's** production schedule. The work progress schedule shall include the review stages, as well as other milestones necessary to complete the Plans Package within the time specified in Subparagraph a. above.

g. In the event that the **FDOT** finds any deficiencies in the Plans Package during the reviews performed pursuant to Subparagraph f. above, the **FDOT** will notify the **UAO** in writing of the deficiencies and the **UAO** will correct the deficiencies and return corrected documents within the time stated in the notice. The **FDOT's** review and approval of the documents shall not relieve the **UAO** from responsibility for subsequently discovered errors or omissions.

h. The **FDOT** shall furnish the **UAO** such information from the **FDOT's** files as requested by the **UAO**; however, the **UAO** shall at all times be and remain solely responsible for proper preparation of the Plans Package and for verifying all information necessary to properly prepare the Plans Package, including survey information as to the location (both vertical and horizontal) of the Facilities. The providing of information by the **FDOT** shall not relieve the **UAO** of this obligation nor transfer any of that responsibility to the **FDOT**.

i. The Facilities and the Utility Work will include all utility facilities of the **UAO** which are located within the limits of the Project, except as generally summarized as follows: Everything not specifically included in the scope of services. These exceptions shall be handled by separate arrangement.

j. If any facilities of the **UAO** located within the project limits are discovered after work on the project commences to be qualified for relocation at the **FDOT's** expense, but not previously identified as such, the **UAO** shall file a claim with the **FDOT** for recovery of the cost of relocation thereof. The filing of the claim shall not necessarily entitle the **UAO** to payment, and resolution of the claim shall be based on a determination of fault for the error. The discovery of facilities not previously identified as being qualified for relocation at the **FDOT's** expense shall not invalidate this Agreement.

k. The **UAO** shall fully cooperate with all other right of way users in the preparation of the Plans Package. Any conflicts that cannot be resolved through cooperation shall be resolved in the manner determined by the **FDOT**.

l. Upon completion of the Utility Work, the Facilities shall be deemed to be located on the public road or publicly owned rail corridor under and pursuant to the Utility Permit: TBD
(Note: It is the intent of this line to allow either attachment of or separate reference to the permit).

2. Performance of Utility Work

a. The **FDOT** shall incorporate the Plans Package into its contract for construction of the Project.

b. The **FDOT** shall procure a contract for construction of the Project in accordance with the **FDOT's** requirements.

c. If the portion of the bid of the contractor selected by the **FDOT** which is for performance of the Utility Work exceeds the **FDOT's** official estimate for the Utility Work by more than ten percent (10%) and

the **FDOT** does not elect to participate in the cost of the Utility Work pursuant to Section 337.403(1)(b), Florida Statutes, the **UAO** may elect to have the Utility Work removed from the **FDOT's** contract by notifying the **FDOT** in writing within 10 days from the date that the **UAO** is notified of the bid amount. Unless this election is made, the Utility Work shall be performed as part of the Project by the **FDOT's** contractor.

d. If the **UAO** elects to remove the Utility Work from the **FDOT's** contract in accordance with Subparagraph 2. c., the **UAO** shall perform the Utility Work separately pursuant to the terms and conditions of the **FDOT's** standard relocation agreement, the terms and conditions of which are incorporated herein for that purpose by this reference, and in accordance with the contingency relocation schedule which is a part of the Plans Package. The **UAO** shall proceed immediately with the Utility Work so as to cause no delay to the **FDOT** or the **FDOT's** contractor in constructing the Project.

e. The **UAO** shall perform all engineering inspection, testing, and monitoring of the Utility Work to insure that it is properly performed in accordance with the Plans Package, except for the following activities: General Engineering Inspection and will furnish the **FDOT** with daily diary records showing approved quantities and amounts for weekly, monthly, and final estimates in accordance with the format required by **FDOT** procedures.

f. Except for the inspection, testing, monitoring, and reporting to be performed by the **UAO** in accordance with Subparagraph 2. e., the **FDOT** will perform all contract administration for its construction contract.

g. The **UAO** shall fully cooperate with the **FDOT** and the **FDOT's** contractor in all matters relating to the performance of the Utility Work.

h. The **FDOT's** engineer has full authority over the Project and the **UAO** shall be responsible for coordinating and cooperating with the **FDOT's** engineer. In so doing, the **UAO** shall make such adjustments and changes in the Plans Package as the **FDOT's** engineer shall determine are necessary for the prosecution of the Project.

i. The **UAO** shall not make any changes to the Plans Package after the date on which the **FDOT's** contract documents are mailed for advertisement of the Project unless those changes fall within the categories of changes which are allowed by supplemental agreement to the **FDOT's** contract pursuant to Section 337.11, Florida Statutes. All changes, regardless of the nature of the change or the timing of the change, shall be subject to the prior approval of the **FDOT**.

3. Cost of Utility Work

a. The **UAO** shall be responsible for all costs of the Utility Work and all costs associated with any adjustments or changes to the Utility Work determined by the **FDOT's** engineer to be necessary, including, but not limited to the cost of changing the Plans Package and the increase in the cost of performing the Utility Work, unless the adjustments or changes are necessitated by an error or omission of the **FDOT.** The **UAO** shall not be responsible for the cost of delays caused by such adjustments or changes unless they are attributable to the **UAO** pursuant to Subparagraph 4.a.

b. The initial estimate of the cost of the Utility Work is 94,080.00. At such time as the **FDOT** prepares its official estimate, the **FDOT** shall notify the **UAO** of the amount of the official estimate for the Utility Work. Upon being notified of the official estimate, the **UAO** shall have five (5) working days within which to accept the official estimate for purposes of making deposits and for determining any possible contribution on the part of the **FDOT** to the cost of the Utility Work, or to elect to have the Utility Work removed from the **FDOT's** contract and performed separately pursuant to the terms and conditions set forth in Subparagraph 2. d. hereof.

c. At least forty-five (45) calendar days prior to the date on which the **FDOT** advertises the Project for

bids, the **UAO** will pay to the **FDOT** an amount equal to the **FDOT's** official estimate; plus 2% for mobilization of equipment for the Utility Work, additional maintenance of traffic costs for the Utility Work, administrative costs of field work, tabulation of quantities, Final Estimate processing and Project accounting (said amounts are to be hereinafter collectively referred to as the Allowances); plus 10% of the official estimate for a contingency fund to be used as hereinafter provided for changes to the Utility Work during the construction of the Project (the Contingency Fund).

d. Payment of the funds pursuant to this paragraph will be made (choose one):

☐ directly to the **FDOT** for deposit into the State Transportation Trust Fund.

☒ as provided in the attached Three Party Escrow Agreement between **UAO**, **FDOT** and the State of Florida, Department of Financial Services, Division of Treasury. Deposits of less than $100,000.00 must be pre-approved by the **FDOT** Comptroller's Office prior to execution of this agreement.

e. If the portion of the contractor's bid selected by the **FDOT** for performance of the Utility Work exceeds the amount of the deposit made pursuant to Subparagraph c. above, then subject to and in accordance with the limitations and conditions established by Subparagraph 2. c. hereof regarding **FDOT** participation in the cost of the Utility Work and the **UAO's** election to remove the Utility Work from the Project, the **UAO** shall, within fourteen (14) calendar days from notification from the **FDOT** or prior to posting of the accepted bid, whichever is earlier, pay an additional amount to the **FDOT** to bring the total amount paid to the total obligation of the **UAO** for the cost of the Utility Work, plus Allowances and 10% Contingency Fund. The **FDOT** will notify the **UAO** as soon as it becomes apparent the accepted bid amount plus allowances and contingency is in excess of the advance deposit amount; however, failure of the **FDOT** to so notify the **UAO** shall not relieve the **UAO** from its obligation to pay for its full share of project costs on final accounting as provided herein below. In the event that the **UAO** is obligated under this Subparagraph 3.e. to pay an additional amount and the additional amount that the **UAO** is obligated to pay does not exceed the Contingency Fund already on deposit, the **UAO** shall have sixty (60) calendar days from notification from the **FDOT** to pay the additional amount, regardless of when the accepted bid is posted.

f. If the accepted bid amount plus allowances and contingency is less than the advance deposit amount, the **FDOT** will refund the amount that the advance deposit exceeds the bid amount, plus allowances and contingency if such refund is requested by the **UAO** in writing and approved by the Comptroller of the **FDOT** or his designee.

g. Should contract modifications occur that increase the **UAO's** share of total project costs, the **UAO** will be notified by the **FDOT** accordingly. The **UAO** agrees to provide, in advance of the additional work being performed, adequate funds to ensure that cash on deposit with the **FDOT** is sufficient to fully fund its share of the project costs. The **FDOT** shall notify the **UAO** as soon as it becomes apparent the actual costs will overrun the award amount; however, failure of the **FDOT** to so notify the **UAO** shall not relieve the **UAO** from its obligation to pay for its full share of project costs on final accounting as provided herein below.

h. The **FDOT** may use the funds paid by the **UAO** for payment of the cost of the Utility Work. The Contingency Fund may be used for increases in the cost of the Utility Work which occur because of quantity overruns or because of adjustments or changes in the Utility Work made pursuant to Subparagraph 2. h. Prior to using any of the Contingency Fund, the **FDOT** will obtain the written concurrence of the person delegated that responsibility by written notice from the **UAO**. The delegatee shall respond immediately to all requests for written concurrence. If the delegatee refuses to provide written concurrence promptly and the **FDOT** determines that the work is necessary, the **FDOT** may proceed to perform the work and recover the cost thereof pursuant to the provisions of Section 337.403(3), Florida Statutes. In the event that the Contingency Fund is depleted, the **UAO** shall, within fourteen (14) calendar days from notification from the **FDOT**, pay to the **FDOT** an additional 10% of the total obligation of the **UAO** for the cost of the Utility Work established under

Subparagraph 3. e. for future use as the Contingency Fund.

i. Upon final payment to the Contractor, the **FDOT** intends to have its final and complete accounting of all costs incurred in connection with the work performed hereunder within three hundred sixty (360) days. All project cost records and accounts shall be subject to audit by a representative of the **UAO** for a period of three (3) years after final close out of the Project. The **UAO** will be notified of the final cost. Both parties agree that in the event the final accounting of total project costs pursuant to the terms of this agreement is less than the total deposits to date, a refund of the excess will be made by the **FDOT** to the **UAO** in accordance with Section 215.422, Florida Statutes. In the event said final accounting of total project costs is greater than the total deposits to date, the **UAO** will pay the additional amount within forty (40) calendar days from the date of the invoice. The **UAO** agrees to pay interest at a rate as established pursuant to Section 55.03, Florida Statutes, on any invoice not paid within the time specified in the preceding sentence until the invoice is paid.

4. Claims Against UAO

a. The **UAO** shall be responsible for all costs incurred as a result of any delay to the **FDOT** or its contractors caused by errors or omissions in the Plans Package (including inaccurate location of the Facilities) or by failure of the **UAO** to properly perform its obligations under this Agreement in a timely manner.

b. In the event the **FDOT's** contractor provides a notice of intent to make a claim against the **FDOT** relating to the Utility Work, the **FDOT** will notify the **UAO** of the notice of intent and the **UAO** will thereafter keep and maintain daily field reports and all other records relating to the intended claim.

c. In the event the **FDOT's** contractor makes any claim against the **FDOT** relating to the Utility Work, the **FDOT** will notify the **UAO** of the claim and the **UAO** will cooperate with the **FDOT** in analyzing and resolving the claim within a reasonable time. Any resolution of any portion of the claim directly between the **UAO** and the **FDOT's** contractor shall be in writing, shall be subject to written **FDOT** concurrence and shall specify the extent to which it resolves the claim against the **FDOT**.

d. The **FDOT** may withhold payment of surplus funds to the **UAO** until final resolution (including any actual payment required) of all claims relating to the Utility Work. The right to withhold shall be limited to actual claim payments made by the **FDOT** to the **FDOT's** contractor.

5. Out of Service Facilities

No Facilities shall be placed out of service unless specifically identified as such in the Plans. The following terms and conditions shall apply to Facilities placed Out-of-Service:

a. The **UAO** acknowledges its present and continuing ownership of and responsibility for out of service Facilities.

b. The **FDOT** agrees to allow the **UAO** to leave the Facilities within the right of way subject to the continuing satisfactory performance of the conditions of this Agreement by the **UAO**. In the event of a breach of this Agreement by the **UAO**, the Facilities shall be removed upon demand from the **FDOT** in accordance with the provisions of Subparagraph e. below.

c. The **UAO** shall take such steps to secure the Facilities and otherwise make the Facilities safe in accordance with any and all applicable local, state or federal laws and regulations and in accordance with the legal duty of the **UAO** to use due care in its dealings with others. The **UAO** shall be solely responsible for gathering all information necessary to meet these obligations.

d. The **UAO** shall keep and preserve all records relating to the Facilities, including, but not limited to, records of the location, nature of, and steps taken to safely secure the Facilities and shall promptly respond to information requests of the **FDOT** or other permittees using or seeking use of the right of

way.

e. The **UAO** shall remove the Facilities at the request of the **FDOT** in the event that the **FDOT** determines that removal is necessary for **FDOT** use of the right of way or in the event that the **FDOT** determines that use of the right of way is needed for other active utilities that cannot be otherwise accommodated in the right of way. Removal shall be at the sole cost and expense of the **UAO** and without any right of the **UAO** to object or make any claim of any nature whatsoever with regard thereto. Removal shall be completed within the time specified in the **FDOT's** notice to remove. In the event that the **UAO** fails to perform the removal properly within the specified time, the **FDOT** may proceed to perform the removal at the **UAO's** expense pursuant to the provisions of Sections 337.403 and 337.404, Florida Statutes.

f. Except as otherwise provided in Subparagraph e. above, the **UAO** agrees that the Facilities shall forever remain the legal and financial responsibility of the **UAO**. The **UAO** shall reimburse the **FDOT** for any and all costs of any nature whatsoever resulting from the presence of the Facilities within the right of way. Said costs shall include, but shall not be limited to, charges or expenses which may result from the future need to remove the Facilities or from the presence of any hazardous substance or material in or discharging from the Facilities. Nothing in this paragraph shall be interpreted to require the **UAO** to indemnify the **FDOT** for the **FDOT's** own negligence; however, it is the intent that all other costs and expenses of any nature be the responsibility of the **UAO**.

6. Default

a. In the event that the **UAO** breaches any provision of this Agreement, then in addition to any other remedies which are otherwise provided for in this Agreement, the **FDOT** may exercise one or more of the following options, provided that at no time shall the **FDOT** be entitled to receive double recovery of damages:

(1) Terminate this Agreement if the breach is material and has not been cured within sixty (60) days from written notice thereof from **FDOT.**

(2) Pursue a claim for damages suffered by the **FDOT**.

(3) If the Utility Work is reimbursable under this Agreement, withhold reimbursement payments until the breach is cured. The right to withhold shall be limited to actual claim payments made by **FDOT** to third parties.

(4) If the Utility Work is reimbursable under this Agreement, offset any damages suffered by the **FDOT** or the public against payments due under this Agreement for the same Project. The right to offset shall be limited to actual claim payments made by **FDOT** to third parties.

(5) Suspend the issuance of further permits to the **UAO** for the placement of Facilities on **FDOT** property if the breach is material and has not been cured within sixty (60) days from written notice thereof from **FDOT**.

(6) Pursue any other remedies legally available.

(7) Perform any work with its own forces or through contractors and seek repayment for the cost thereof under Section 337.403(3), Florida Statutes.

b. In the event that the **FDOT** breaches any provision of this Agreement, then in addition to any other remedies which are otherwise provided for in the Agreement, the **UAO** may exercise one or more of the following options:

(1) Terminate this Agreement if the breach is material and has not been cured within sixty (60) days from written notice thereof from the **UAO**.

(2) If the breach is a failure to pay an invoice for Utility Work which is reimbursable under this Agreement, pursue any statutory remedies that the **UAO** may have for failure to pay invoices.

(3) Pursue any other remedies legally available.

c. Termination of this Agreement shall not relieve either party from any obligations it has pursuant to other agreements between the parties nor from any statutory obligations that either party may have with regard to the subject matter hereof.

7. Force Majeure

Neither the **UAO** nor the **FDOT** shall be liable to the other for any failure to perform under this Agreement to the extent such performance is prevented by an act of God, war, riots, natural catastrophe, or other event beyond the control of the non-performing party and which could not have been avoided or overcome by the exercise of due diligence; provided that the party claiming the excuse from performance has (a) promptly notified the other party of the occurrence and its estimate duration, (b) promptly remedied or mitigated the effect of the occurrence to the extent possible, and (c) resumed performance as soon as possible.

8. Indemnification

FOR GOVERNMENT-OWNED UTILITIES,

To the extent provided by law, the **UAO** shall indemnify, defend, and hold harmless the **FDOT** and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any acts, action, error, neglect, or omission by the **UAO**, its agents, employees, or contractors during the performance of the Agreement, whether direct or indirect, and whether to any person or property to which **FDOT** or said parties may be subject, except that neither the **UAO**, its agents, employees, or contractors will be liable under this section for damages arising out of the injury or damage to persons or property directly caused by or resulting from the negligence of the **FDOT** or any of its officers, agents, or employees during the performance of this Agreement.

When the **FDOT** receives a notice of claim for damages that may have been caused by the **UAO** in the performance of services required under this Agreement, the **FDOT** will immediately forward the claim to the **UAO**. The **UAO** and the **FDOT** will evaluate the claim and report their findings to each other within fourteen (14) working days and will jointly discuss options in defending the claim. After reviewing the claim, the **FDOT** will determine whether to require the participation of the **UAO** in the defense of the claim or to require the **UAO** to defend the **FDOT** in such claim as described in this section. The **FDOT's** failure to notify the **UAO** of a claim shall not release the **UAO** from any of the requirements of this section. The **FDOT** and the **UAO** will pay their own costs for the evaluation, settlement negotiations, and trial, if any. However, if only one party participates in the defense of the claim at trial, that party is responsible for all costs.

FOR NON-GOVERNMENT-OWNED UTILITIES,

The **UAO** shall indemnify, defend, and hold harmless the **FDOT** and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any acts, action, error, neglect, or omission by the **UAO**, its agents, employees, or contractors during the performance of the Agreement, whether direct or indirect, and whether to any person or property to which **FDOT** or said parties may be subject, except that neither the **UAO**, its agents, employees, or contractors will be liable under this section for damages arising out of the injury or damage to persons or property directly caused by or resulting from the negligence of the **FDOT** or any of its officers, agents, or employees during the performance of this Agreement.

The **UAO's** obligation to indemnify, defend, and pay for the defense or at the **FDOT's** option, to participate and associate with the **FDOT** in the defense and trial of any damage claim or suit and any related settlement

negotiations, shall arise within fourteen (14) days of receipt by the **UAO** of the **FDOT's** notice of claim for indemnification to the **UAO**. The notice of claim for indemnification shall be served by certified mail. The **UAO's** obligation to defend and indemnify within fourteen (14) days of such notice shall not be excused because of the **UAO's** inability to evaluate liability or because the **UAO** evaluates liability and determines the **UAO** is not liable or determines the **FDOT** is solely negligent. Only a final adjudication of judgment finding the **FDOT** solely negligent shall excuse performance of this provision by the **UAO**. The **UAO** shall pay all costs and fees related to this obligation and its enforcement by the **FDOT**. The **FDOT's** delay in notifying the **UAO** of a claim shall not release **UAO** of the above duty to defend.

9. Miscellaneous

a. Time is of essence in the performance of all obligations under this Agreement.

b. The Facilities shall at all times remain the property of and be properly protected and maintained by the **UAO** in accordance with the current Utility Accommodation Manual in effect at the time the Plans Package is prepared and the current utility permit for the Facilities; provided, however, that the **UAO** shall not be obligated to protect or maintain any of the Facilities to the extent the **FDOT's** contractor has that obligation as part of the Utility Work pursuant to the **FDOT's** specifications.

c. The **FDOT** may unilaterally cancel this Agreement for refusal by the **UAO** to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the **UAO** in conjunction with this Agreement.

d. This Agreement constitutes the complete and final expression of the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, or negotiations with respect thereto, except that the parties understand and agree that the **FDOT** has manuals and written policies and procedures which may be applicable at the time of the Project and the relocation of the Facilities.

e. This Agreement shall be governed by the laws of the State of Florida. Any provision hereof found to be unlawful or unenforceable shall be severable and shall not affect the validity of the remaining portions hereof.

f. All notices required pursuant to the terms hereof may be sent by first class United States Mail, facsimile transmission, hand delivery, or express mail and shall be deemed to have been received by the end of five business days from the proper sending thereof unless proof of prior actual receipt is provided. The **UAO** shall have a continuing obligation to notify each District of the **FDOT** of the appropriate persons for notices to be sent pursuant to this Agreement. Unless otherwise notified in writing, notices shall be sent to the following addresses:

If to the **UAO**:
Dincer Akin Ozaydin,P.E., Public Services Deputy Dir., City of Dania Beach
1201 Stirling Road, Dania Beach, FL 33004
dozaydin@daniabeachfl.gov (954)924-6800x3617

If to the **FDOT**:
Kadian McLean, District Utilities Administrator
3400 W. Commercial Blvd., Ft. Lauderdale, FL 33309
Kadian.McLean@dot.state.fl.us (954)777-4128

10. Certification

This document is a printout of an **FDOT** form maintained in an electronic format and all revisions thereto by the **UAO** in the form of additions, deletions, or substitutions are reflected only in an Appendix entitled Changes To Form Document and no change is made in the text of the document itself. Hand notations on affected portions of this document may refer to changes reflected in the above-named Appendix but are for

reference purposes only and do not change the terms of the document. By signing this document, the **UAO** hereby represents that no change has been made to the text of this document except through the terms of the appendix entitled Changes to Form Document.

You MUST signify by selecting or checking which of the following applies:

☒ No changes have been made to this Form Document and no Appendix entitled "Changes to Form Document" is attached.
☐ No changes have been made to this Form Document, but changes are included on the attached Appendix entitled "Changes to Form Document."

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective the day and year first written.

UTILITY: City of Dania Beach

BY:(Signature) _____ **DATE:** _____

(Typed Name: _____)

(Typed Title: _____)

Recommend Approval by the District Utility Office

BY: (Signature) _____ **DATE:** _____

FDOT Legal review

BY: (Signature) _____ **DATE:** _____

District Counsel

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: (Signature) _____ **DATE:** _____

(Typed Name: Steven C. Braun, P.E.)

(Typed Title: Director of Transportation Development)

FEDERAL HIGHWAY ADMINISTRATION (if applicable)

BY: _____ **DATE:** _____

(Typed Name: _____)

(Typed Title: _____)

Attachments

1. Exhibit A – Scope of Services
2. Three Party Escrow Agreement
3. Appendix A of Assurances

EXHIBIT A
Scope of Services
446198-1-52-02

The utility work to be performed under this agreement consists of adjustment of the City of Dania Beach's utility facilities per plans dated April 4, 2022, by Constructive Engineering, Inc. .

Summary of Quantities

No.	Item Description	Unit	Quantity
425-5-1	MANHOLE, ADJUST, UTILITIES	EA	84
425-6	VALVE BOXES, ADJUST	EA	42

THREE PARTY ESCROW AGREEMENT

THIS AGREEMENT is made and entered into by and between the State of Florida, Department of Transportation ("FDOT"), City of Dania Beach (“Participant”), and the State of Florida, Department of Financial Services, Division of Treasury (“Escrow Agent”), and shall become effective upon the Agreement’s execution by Escrow Agent.

WHEREAS, FDOT and Participant are engaged in the following project (“Project”):

Project Name: SR-A1A/Dania Beach Blvd. from SR-5/US-1 to Gulfstream Road
Project #: 446198-1-52-02
County: Broward

WHEREAS, FDOT and Participant desire to establish an escrow account for the project.

NOW THEREFORE, in consideration of the premises and the covenants contained herein, the parties agree to the following:

1. An initial deposit will be made into an interest-bearing escrow account established hereunder for the purposes of the Project. The escrow account will be opened with the Escrow Agent on behalf of FDOT upon Escrow Agent’s receipt and execution of this Agreement.

2. Other deposits to the escrow account may be made during the life of this agreement.

3. Deposits will be delivered in accordance with instructions provided by the Escrow Agent to the FDOT for deposit into the escrow account. A wire transfer or ACH deposit is the preferred method of payment and should be used whenever possible.

4. FDOT's Comptroller or designee shall be the sole signatory on the escrow account with the Escrow Agent and shall have sole authority to authorize withdrawals from the account. Withdrawals will only be made to FDOT or the Participant in accordance with the instructions provided to the Escrow Agent by FDOT’s Comptroller or designee.

5. Moneys in the escrow account will be invested in accordance with section 17.61, Florida Statutes. The Escrow Agent will invest the moneys expeditiously. Income is only earned on the moneys while invested. There is no guaranteed rate of return. Investments in the escrow account will be assessed a fee in accordance with Section 17.61(4)(b), Florida Statutes. All income of the investments shall accrue to the escrow account.

6. Unless instructed otherwise by FDOT, all interest accumulated in the escrow account shall remain in the account for the purposes of the Project.

7. The Escrow Agent agrees to provide written confirmation of receipt of funds to FDOT. FDOT agrees to provide a copy of such written confirmation to Participant upon request.

8. The Escrow Agent further agrees to provide quarterly reports to FDOT concerning the

escrow account. FDOT agrees to provide a copy of such quarterly reports to Participant upon request.

9. The Escrow Agent shall not be liable for any error of judgment or for any act done or omitted by it in good faith, or for anything which it may in good faith do or refrain from doing in connection herewith.

10. Escrow Agent shall have no liability for any claim, cost, expense, damage or loss due to the acts or omissions of FDOT and Participant, nor from any separate agreements between FDOT and Participant and shall have no responsibility to monitor or enforce any responsibilities herein or in any separate agreements associated with this Agreement between FDOT and Participant.

11. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida.

12. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

13. This Agreement shall terminate upon disbursement by the Escrow Agent of all money held by it in the escrow account in accordance with the instructions given by FDOT's Comptroller or designee and notification from FDOT to Escrow Agent that the account is to be closed.

The remainder of this page is blank.

IN WITNESS WHEREOF, the parties have duly executed the Agreement on the date(s) below.

For FDOT-OOC (signature)	For PARTICIPANT (signature)
Name and Title	Name and Title
59-3024028 Federal Employer I.D. Number	Federal Employer I.D. Number
Date	Date

FDOT Legal Review:

For Escrow Agent (signature)

Name and Title

Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

REQUIRED CONTRACT PROVISIONS FOR FEDERAL AID CONTRACTS

(Appendix A of Assurances)

Financial Project ID: 446198-1-52-02	**Federal Project ID:**
County: Broward	**State Road No.: A1A**
District Document No:	
Utility Agency/Owner (UAO): City of Dania Beach	

During the performance of this Agreement, the **Utility Agency Owner (UAO)**, for itself, its assignees and successors in interest **(hereinafter referred to as the UAO)**, agrees as follows:

(1) **Compliance with Regulations:** The **UAO** will comply with the Regulations of the **FLORIDA DEPARTMENT OF TRANSPORTATION (hereinafter referred to as the DEPARTMENT)** relative to nondiscrimination in Federally-assisted programs of the **DEPARTMENT** (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.

(2) **Nondiscrimination:** The **UAO**, with regard to the work performed by it after award and prior to completion of the **UAO** work, will not discriminate on the ground of race, color or national origin in the selection and retention of subcontractors, including procurement of materials or leases of equipment. The **UAO** will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix A & B of the Regulations.

(3) **Solicitations:** In all solicitations either by competitive bidding or negotiation made by the **UAO** for work to be performed under a subcontract, including procurement of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the **UAO** of the **UAO's** obligations under this contract and the Regulations relative to nondiscrimination on the ground of race, color or national origin.

(4) **"Buy America" Requirements:** The **UAO** will use domestic steel and/or iron products incorporated into the finished work in compliance with the Buy America provisions of 23 CFR 635.410 as amended. As used in this provision, "steel and/or iron products" means manufactured products that are predominately steel and/or iron products and that are not otherwise exempt from Buy America requirements pursuant to rules and regulations of the Federal Highway Administration. As used in this provision, "domestic" means products that are manufactured in the United States which have not undergone any manufacturing process outside of the United States that modified the chemical content, physical shape or size, or final finish of a product, beginning with the initial melting and continuing through final shaping and coating. If a steel and/or iron product is taken outside the United States for any manufacturing process, it becomes foreign source steel and/or iron products. The **UAO** may incorporate into the finished work foreign source steel and/or iron products as long as the actual cost of such foreign products does not exceed 0.1% of the total amount of this Agreement, or $2,500.00 whichever is greater. The **UAO** will retain documentation verifying compliance with the Buy America provision of this Agreement for a period of 3 years after final payment of the finished work. Upon request, the **UAO** will provide the documentation verifying compliance with the Buy America provision of this Agreement. The **UAO** will provide a certification with the invoice that states the following: "The UAO certifies that all manufactured products that are predominately steel and/or iron are domestic products in compliance with the Buy America provisions of 23 CFR 635.410 as amended except for the foreign source steel and/or iron allowance of 0.1% of the total amount of the agreement between the Florida Department of Transportation and the UAO, or $2,500.00 whichever is greater."

(5) **Information and Reports:** The **UAO** will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the **DEPARTMENT** or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the **UAO** is in the exclusive possession of another who fails or refuses to furnish this information, the **UAO** shall so certify to the **DEPARTMENT** or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

(6) **Sanctions for Noncompliance:** In the event of the **UAO's** noncompliance with the nondiscrimination provisions of paragraphs (1) through (4), the **DEPARTMENT** shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

(a) withholding of payments to the contractor under the Agreement until the **UAO** complies; and/or

(b) cancellation, termination or suspension of the Agreement, in whole or in part.

(7) **Incorporation of Provisions:** The **UAO** will include the provisions of paragraph (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, order or instructions issued pursuant thereto. The **UAO** will take such action with respect to any subcontract, procurement or lease as the **DEPARTMENT** or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event the **UAO** becomes involved in, or is threatened with, litigation with a subcontractor, supplier or lessor as a result of such direction, the **UAO** may request the State to enter into such litigation to protect the interests of the State, and, in addition, the **UAO** may request the United States to enter into such litigation to protect the interests of the United States.

COST ESTIMATE OF UTILITY WORK TO BE PERFORMED BY FDOT CONTRACTOR

FPID #446198-1-52-02 - SR-A1A (Dania Beach Blvd) from SR-5/US-1 to Gulfstream Road

City Of Dania Beach

Pay Item No.	Description	Unit	Quantity	Current Average Unit Cost	Total Cost
425-5-1	Manhole, Adjust, Utilities	EA	84	$750.00	$63,000.00
425-6	Valve Boxes, Adjust	EA	42	$500.00	$21,000.00
					$0.00
					$0.00
					$0.00
					$0.00
Subtotal					$84,000.00
	UWHCA ITEMS:				
	Contigency (10% of subtotal)	LS	10%		$8,400.00
	CEI	LS	2%		$1,680.00
			Total Cost		$94,080.00

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 PROPER CITY OFFICIALS TO EXECUTE THE FIRST AMENDMENT AND RENEWAL TO THE AGREEMENT BETWEEN THE CITY OF DANIA BEACH, FLORIDA, AND CENTURION SECURITY GROUP, LLC, FOR SERVICES RELATED TO SECURITY PATROL SERVICES AS DESCRIBED WITHIN THE CITY OF DANIA BEACH REQUEST FOR PROPOSALS ("RFP") NO. 21-018, AUTHORIZING A $4.81 INCREASE IN THE HOURLY RATE FOR ARMED GUARD SERVICES; PROVIDING FOR CONFLICTS; FURTHER, AND PROVIDING FOR AN EFFECTIVE DATE.*(Public Services)*

Purchasing Requests ONLY		
Dept:	Acct #:	Amt:
Fund:		

Fiscal Impact/Cost Summary

Exhibits Attached
C-MEMO-AWARD-SECURITYSVC-102621rev1 (004) (002).docxx (002) (002) (002) (002) (006), R-2022- Centurion Security Group, LLC First Amendment and Renewal to Agreement for Security Patrol Services, CENTURION SECURITY SERVICES PROPOSAL- PRICE QUOTE LVL 3 ARMED GUARD SERVICES FY23, Living Wage Update - for Budget Workshop (5-24-22), Broward living wage Ordinance

CITY OF DANIA BEACH
PUBLIC SERVICES DEPARTMENT

MEMORANDUM

DATE: November 21, 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 A FIRST AMENDMENT AND RENEWAL TO RFP NO. 2021-018 "SECURITY PATROL SERVICES" AGREEMENT WITH THE CENTURION SECURITY GROUP, LLC

Request

The Public Services Department (PSD) requests the adoption of a resolution authorizing a First Amendment to RFP No. 21-018 "Security Patrol Services" Agreement with Centurion Security Group, LLC for renewal and a price increase in the amount of 24% to continue to provide armed security services for city facilities, including City Hall, Public Services Complex, and Ocean Park.

Background

On November 9, 2021, the City Commission awarded Centurion Security Group, LLC RFP 21-018 "Security Patrol Services" via Resolution 2021-169. On December 8, 2021, the City executed an agreement for services. Centurion contacted the City to request a 24% increase for hourly armed services, per Broward County's Living Wage Ordinance. Therefore, this will be an increased from $20.07 to $24.88, which is an increase of $4.81 for the armed security services hourly rate. Centurion's rate change will apply to 10 months of FY 2022-2023 effective December 1, 2022. This renewal is City's sole option to renew for (2) 2-year terms starting December 8, 2022, through December 7, 2026.

Centurion informed the City that they needed to retain competent certified guards in the current marketplace, particularly, as Broward County recently issued its updated Living Wage Ordinance, which increased the prices paid from $14.00 - $15.00 per hour to $17.00 - $18.00 per hour. Centurion has completed a study of its services and the services of neighboring communities and determined that it provides patrolling supervisors 24 hours a day, seven days a week to its clients, at no cost, and that the value of such a position is between $19.00-$23.00, an hour in neighboring communities.

The City has reviewed the study and confirmed that hourly rates for armed security services have risen. The City is very satisfied with Centurion's services and going out for bid after a year, the City would face possible cost increases in pricing due to inflation and the increase in the Broward County Living Wage.

\continued…

DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

AU O EXECUTE A FIRST AMENDMENT TO RFP NO. 2021-018 "SECURITY PATROL SERVICES"
/IENT WITH THE CENTURION SECURITY GROUP, LLC

Centurion must provide proof that the funds are being passed through to the armed guards assigned to the City, the City is willing to amend the underlying Agreement to increase the hourly rate of armed guard services to ensure that Centurion will continue to retain its qualified guards.

Failure to provide proof to the City would be considered a material breach of the Underlying Agreement, which could lead to "for cause termination and based upon forgoing. the City Administration supports the First Amendment the underlying security services Agreement.

Budgetary Impact

The annual cost of the contract is $709,992.96, which includes the cost of golf carts at $3,600 annually. A budget amendment in the amount of $113,804.60 is required to fund the contract increase for December – September (10months) as follows:

Fund	Expenditure	Revenue	Amount
General Government	**001-18-00-519-34-10**	**001-00-00-389-90-01**	**$35,177.00**
Water Plant	**401-33-03-533-34-10**	**401-00-00-389-90-02**	**$23,546.17**
Beach Parking Facilities	**404-45-02-545-34-10**	**404-00-00-389-90-02**	**$34,790.07**
Pier Operation	**405-72-15-572-34-10**	**405-00-00-389-90-01**	**$20,291.36**

Recommendation

It is recommended that the City Commission adopt a resolution executing a First Amendment to the Security Patrol Services Agreement with Centurion Security Group, LLC. In the amount of $709,992.96.

RESOLUTION NO. 2022-174

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE THE FIRST AMENDMENT AND RENEWAL TO THE AGREEMENT BETWEEN THE CITY OF DANIA BEACH, FLORIDA, AND CENTURION SECURITY GROUP, LLC, FOR SERVICES RELATED TO SECURITY PATROL SERVICES AS DESCRIBED WITHIN THE CITY OF DANIA BEACH REQUEST FOR PROPOSALS ("RFP") NO. 21-018, AUTHORIZING A $4.81 INCREASE IN THE HOURLY RATE FOR ARMED GUARD SERVICES; PROVIDING FOR CONFLICTS; FURTHER, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Centurion Security Group, LLC was the successful bidder to ITB No. 21-018 for Security Guard Services; and

WHEREAS, on December 8, 2021, the parties executed an Agreement for Security Guard Services for a term of one (1) year and City's sole option to renew for two (2) 2-year terms starting December 8, 2022, through December 7, 2026, and the City decided to renew the contract with the price increase; and

WHEREAS, on or about October 17, 2022, the Contractor reached out to the Public Services Department to request an hourly rate increase for armed guard services from $20.07 to $24.88, which is a $4.81 increase to the hourly rate for armed security services (a 24 percent increase); and

WHEREAS, Contractor's concern was to retain competent certified guards in the current marketplace, particularly, as Broward County recently issued its updated Living Wage Ordinance, which increased the prices paid from $14.00-$15.00 per hour to $17.00-$18.00 per hour; and

WHEREAS, Contractor has completed a study of its services and the services of neighboring communities and determined that it provides patrolling supervisors 24 hours a day, seven days a week to its clients, at no cost, and that the value of such a position is between $19.00-$23.00 per hour in neighboring communities; and

WHEREAS, the 24 percent increase would allow the Contractor to ensure to retain quality security officers by making their hourly rates more competitive; and

WHEREAS, the City has studied the community and has confirmed that hourly rates for armed security services have risen, and as the City is very satisfied with the Contractor's

services, and as going out for bid after only a year would open pandora's box of unknown possible costs and increases in pricing due to inflation, due to the increase in the Broward County Living Wage, and other factors; and

WHEREAS, provided Contractor agrees to provide proof that the funds are being passed through to the armed guards assigned to the City, the City is willing to amend the underlying Agreement to increase the hourly rate of armed guard services so as to ensure that the Contractor can retain its qualified guards; and

WHEREAS, failure to provide said proof to the City would be considered a material breach of the underlying Agreement, that could lead to "for cause" termination; and

WHEREAS, based upon the foregoing, the City Administration supports the First Amendment to the underlying security services Agreement;

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

Section 1. That the proper City officials are authorized to accept and execute the first amendment to the agreement between the City of Dania Beach, Florida, and Centurion Security Group, LLC, for services related to security patrol services as described within the City of Dania Beach Request for Proposals ("RFP") No. 21-018, authorizing a $4.81 increase in the hourly rate for armed guard services.

Section 2. That annual cost of the contract is $703,992.96, which includes the cost of golf carts at $3,600.00 annually. A budget amendment in the amount of $113,804.60 is required to fund the contract increase for FY 2022-2023, December through September (10 months) as follows:

Fund	Expenditure	Revenue	Amount
General Government	001-18-00-519-34-10	001-00-00-389-90-01	$35,177.00
Water Plant	401-33-03-533-34-10	401-00-00-389-90-02	$23,546.17
Beach Parking Facilities	404-45-02-545-34-10	404-00-00-389-90-02	$34,790.07
Pier Operation	405-72-15-572-34-10	405-00-00-389-90-01	$20,291.36

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

Section 4. That this Resolution shall be in force and take effect immediately upon its passage and adoption.

PASSED AND ADOPTED on November 21, 2022.

ATTEST:

THOMAS SCHNEIDER, CMC CITY CLERK	ARCHIBALD J. RYAN IV MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

FIRST AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF DANIA BEACH, FLORIDA AND CENTURION SECURITY GROUP, LLC, FOR SERVICES RELATED TO SECURITY PATROL SERVICES AS DESCRIBED WITHIN THE CITY OF DANIA BEACH REQUEST FOR PROPOSALS ("RFP") NO. 21-018

This is the First Amendment (the "Amendment") to an Agreement (the "Agreement") dated _____existing between the City of Dania Beach, Florida, a Florida municipal corporation (the "City") and Centurion Security Group, LLC ("Contractor"), a Florida limited liability company with its principal mailing address of 13000 SW 120 Street, Miami, Florida 33186 for services related to Security Patrol Services as described within the City of Dania Beach Request for Proposals ("RFP") No. 21-018.

WHEREAS, Centurion was the successful bidder to ITB No. 21-018 for Security Guard Services; and

WHEREAS, the parties executed an Agreement for Security Guard Services; and

WHEREAS, on or about October 17, 2022, Contractor reached out to Public Services to request an hourly rate increase for armed guard services from $20.07 to $24.88; and

WHEREAS, Contractor's concern was to retain competent certified guards in the current market place, particularly, as Broward County recently issued its updated Living Wage Ordinance, which increased the prices paid from $14.00-$15.00 per hour to $17.00-$18.000 per hour; and

WHEREAS, Contractor has completed a study of its services and the services of neighboring communities and determined that it provides patrolling supervisors 24 hours a day, seven days a week to its clients, at no cost, and that the value of such a position is between $19.00-$23.00, an hour in neighboring communities; and

WHEREAS, the 24 percent increase would allow Contractor to ensure to retain quality security officers by making their hourly rates more competitive; and

WHEREAS, the City has studied the community and has confirmed that hourly rates for armed security services have risen, and as the City is very satisfied with Contractor's services, and as going out for bid after only a year, would open pandora's box of unknown possible costs and increases in pricing due to inflation, due to the increase in the Broward County Living Wage, and other factors; and

WHEREAS, provided Contractor agrees to provide proof that the funds are being passed through to the armed guards assigned to the City, the City is willing to amend the underlying Agreement to increase the hourly rate of armed guard services so as to ensure that Contractor can retain its qualified guards; and

WHEREAS, failure to provide said proof to the City would be considered a material breach of the underlying Agreement, that could lead to "for cause" termination; and

WHEREAS, based upon the foregoing, the City Administration supports the First Amendment to the underlying security services Agreement;

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

1. Exhibit B, Tab 5, entitled "Cost Pricing Proposal" at "Armed Officers" at the second bullet shall be modified as follows:

> "~~Hourly Rate $20.07 (Twenty Dollars & Seven Cents) x 434 weekly hours = $8,710.38 (Eight Thousand, Seven Hundred and Ten Dollars and Thirty-Eight Cents)~~" shall be stricken and replaced with
>
> "Hourly Rate $24.88 (Twenty Four Dollars and Eighty-Eight Cents) x 434 weekly hours = $10,797.92 (Ten Thousand Seven Hundred Ninety Seven Dollars and Ninety-Two Cents)."

(2) The above modification to the underlying agreement is conditioned upon Contractor agreeing and covenanting to the following:

(a) The City shall be entitled to request and receive from Contractor, upon five days prior written notice, proof of the payroll to the Contractor's employees assigned to the City for services rendered the prior pay period. This request for payroll information is to ensure that the hour rate increase requested above is being used for the purpose for which the request was made, to wit: to confirm that the funds are indeed being passed through to the assigned employees and that the funds are being used for the purposes indicated in your request.

(b) Failure to provide the requested payroll information in a timely manner to the City shall result in a Contractor default of the underlying Agreement and the City shall be entitled to treat the default as a material default of the Agreement and the City shall be entitled to terminate the agreement for cause pursuant to Sections 22 and 24 of the ITB, attached to the underlying Agreement as Exhibit A.

(3) That this Amendment shall take effect December 1, 2022.

(4) The Agreement shall be for a three (3) year period, with two, one-year options to renew.

(4) That in all other respects, the underlying Agreement is ratified and reaffirmed and remains in full force and effect.

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

_____
ARCHIBALD J. RYAN IV
MAYOR

APPROVED AS TO FORM AND CORRECTNESS

_____
EVE A. BOUTSIS
CITY ATTORNEY

_____
ANA M. GARCIA, ICMA-CM
CITY MANAGER

WITNESSES:

CONTRACTOR:
Centurion Security Group, LLC
a Florida limited liability company

_____
Signature

_____
PRINT Name

_____
Signature

_____
PRINT Name

_____
Signature

_____
PRINT Name

_____
Title

Dated: _____, 2021

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, on _____, 2021 by _____, as _____ of Centurion Security Group, LLC, a Florida limited liability company. He/she is personally known to me or has produced _____as identification.

My Commission Expires:

_____
Notary Public, State of Florida

Print Name:

_____

CENTURION SECURITY GROUP, LLC

Commitment * Dedication * Professionalism

PROPOSAL PRICE QUOTE

QUOTE - LEVEL III ARMED GUARDS SERVICES

Dania Beach City Hall

RE: Request for Level III -Armed Security Services at the following locations
100 W Dania Beach Blvd, Dania Beach, FL 33004
1201 Stirling Rd, Dania Beach, FL 33004
300 N Beach Rd, Dania Beach, FL 33004

The Armed Officer bill rate for the requested services is a (Level III) Security Officer at a reduced rate of $24.88 (Per man-hour worked).

Date: 01/01/2023

Centurion Security Group LLC will meet all requirements for Security Guard Officer Level III.

REQUEST FOR QUOTE
Price Quote for the year 2023

Email to: ckallicharan@daniabeachfl.gov

Vendor Name: CENTURION SECURITY GROUP, LLC

Vendor FEID#: 27-2991319

Address: 13000 SW 120th STREET MIAMI, FL 33186

Phone Number Mobile 305-975-5585 //or// Office 305-964-7654

Fax Number: 866-247-7634

Contact Person: Edward A. Heflin-EL (President) or Richard Rodriguez (Executive Vice President)

Long-Term Quote - One (1) year or more
Frequency-based consists of monthly or semi-annual, and annual

The proposed hourly service rate is determined by the total minimum number of service hours provided, and duration of

SERVICE RATE FOR 2023

DANIA BEACH FACILITIES					
Security Positions	**Hours Per Week**	**Avg Staff Wages**	**Service Rate**	**Annual Hours**	**Annual Cost**
Armed Security Guard Level III Dania Beach City Hall	168	$17.50-$19.00	$24.88	8,736.00	$217,351.68
Armed Security Guard Level III Dania Beach City Hall Parking	168	$17.50-$19.00	$24.88	8,736.00	$217,351.68
Armed Security Guard Level III Dania Beach Water Plant	112	$17.50-$19.00	$24.88	5,824.00	$144,901.12
Armed Security Guard Level III Dania Beach Marina	98	$17.50-$19.00	$24.88	5,096.00	$126,788.48
SUBTOTAL PER WEEK:	546			28,392.00	
TOTAL ESTIMATED ANNUAL COST FOR OFFICERS					$706,392.96

24% P/H billing hours increase from 2022

****Guard rate depending on experience****

Excludes golf cart which is quoted at $286/month or roughly $3600 anually

SERVICE RATE FOR 2022

DANIA BEACH FACILITIES					
Security Positions	**Hours Per Week**	**Avg Staff Wages**	**Service Rate**	**Annual Hours**	**Annual Cost**
Armed Security Guard Level III Dania Beach City Hall	168	$17.50-$19.00	$20.07	8,736.00	$175,331.52
Armed Security Guard Level III Dania Beach City Hall Parking	168	$17.50-$19.00	$20.07	8,736.00	$175,331.52
Armed Security Guard Level III Dania Beach Water Plant	112	$17.50-$19.00	$20.07	5,824.00	$116,887.68
Armed Security Guard Level III Dania Beach Marina	98	$17.50-$19.00	$20.07	5,096.00	$102,276.72
SUBTOTAL PER WEEK:	546			28,392.00	
TOTAL ESTIMATED ANNUAL COST FOR OFFICERS					$569,827.44

REQUEST FOR QUOTE
Price Quote for the year 2023
Email to: ckallicharan@daniabeachfl.gov

The current hourly rate for the Dania Beach accounts is $20.07. Centurion Security Group LLC is requesting the new rate of $24.88 P/H. The increase is a little bit less than 24% P/H billing hours. We refer to this as a Pass-Along: meaning the increase is passed to the officers and supervisors to ensure the retention/quality of security officers by remaining above salaries in comparison to the surrounding areas.

Most of Broward Counties' entities have recently adopted a living wage increase, bringing the current living wage ordinance to $17.56. For your reference, prior to the living wage increase and Covid 19, security officers were paid anywhere between $14-$15 an hour for their services.

The increase of pay will allow us to accomplish the following:

1. Security officers that have shown professionalism, quality of service, dedication, and loyalty to CSG and the City of Dania Beach will receive an increase in salary to be competitive with the surrounding areas, therefore improving the retention of qualified security officers.

2. Mitigate the increases in the cost of doing business. For example, additional supervision and premium increase to all the required business policies (General Liability and Workman's Compensation), to name a few.

3. Provide additional training to future candidates. If you have any more concerns or questions, please give me a call.

Our goal is to work diligently to maintain the high degree of quality service and professionalism we are known for, and is expected of us. If there are any concerns or questions, please do not hesitate to contact me.

Best regards

11/08/2022
Edward A. Heflin-EL
President,
Centurion Security Group LLC

MONICA CEPERO, County Administrator
115 S. Andrews Avenue, Room 409 • Fort Lauderdale, Florida 33301 • 954-357-7354 • FAX 954-357-7360

MEMORANDUM

DATE: May 20, 2022

TO: Mayor, Vice-Mayor, and Board of County Commissioners

FROM: Monica Cepero, County Administrator *Monica Cepero*

RE: Living Wage Report – Additional Information (from Living Wage Workshop, March 1, 2022)

On March 1, 2022, the Broward County Board of County Commissioners (Board) held a Living Wage Workshop (Workshop) to discuss Living Wage hourly rates, based on previous Board discussion in December 2021. Staff reported on the Living Wage covered services and contracts, ordinance history, rates, comparison to other entities' rates and federal guidelines, and the estimated general fund cost and associated millage increase for different rate increases (Attachment 1). The full presentation can be viewed at **Broward County Living Wage Ordinance Workshop Presentation**.

At the Workshop, the Board requested information on current Broward County private industry employment data (for Living Wage covered services), United Way's "ALICE" report data, and Broward County's commissioned study from Florida International University (FIU) on affordable housing for additional supporting information. The requested information is provided below.

Private Industry Occupational Wage Data

The Office of Economic and Small Business Division (OESBD) worked with the Greater Fort Lauderdale Alliance (Alliance) to review two sets of occupational wage data for private industry employment data (for Living Wage covered services): 1) the most recent Median Wage (observed) from the Bureau of Labor and Statistics (BLS) (data released March 30, 2022 for data as of May 2021); and 2) Median Wage of Job Postings in 2022 from EMSI Burning Glass (EMSI).

The nine occupation groups reviewed between both data sets are identical. The two sets of wage data were reviewed to address any potential changes as a result of an evolving labor market as the BLS data is effective as of May 2021 (the most recent wage data from BLS which was released March 30, 2022). The EMSI data source offers more recent data (effective as of February 2022) on current wage rates, although from a smaller sample size than the BLS. The data is compiled for the Miami-Fort Lauderdale-West Palm Beach, FL Metropolitan Statistical Area (MSA). Refer to **Broward County Living Wage**

Ordinance Occupational Wage Analysis Report (Attachment 2) dated May 18, 2022 for detailed information.

It is important to note that since BLS uses actual (or observed) Median Wages and EMSI uses data from job postings, a direct comparison between the two different data sets is not possible. However, both sets of data can be useful in assessing the County's Living Wage Rates (without and with health benefits). The following summarizes the results:

2021 Observed Median Wages (from BLS)

The median wage rate from BLS was compared against the County's Living Wage Rate for those positions without and with the health benefits as required by the Living Wage Ordinance as of 2021 ($17.05 per hour and $13.61 per hour respectively).

Without Health Benefits

In 2021, the median wage of five occupation groups (representing 89% of covered services employees) were below the County's Living Wage Rate (without health benefits, $17.05):

- Cooks
- Janitors and cleaners, including First-Line Supervisors
- Landscaping and Pest Control including First-Line supervisors
- Security Guards
- Vehicle Operators

Meanwhile, the median wage of the remaining four occupation groups (representing 11% of covered services employees) were above the County's Living Wage Rate (without health benefits, $17.05):

- Installation, Maintenance and Repair
- Office and Administrative Support
- Printing
- Refuse and Recyclable Material Collectors

With Health Benefits

In 2021, the median wage of two occupation groups (representing 64% of covered services employees) were below the County's Living Wage Rate (with health benefits, $13.61):

- Janitors and Cleaners
- Vehicle Operators

Meanwhile, the median wage of the remaining seven occupation groups (representing 36% of covered services employees) were above the County's Living Wage Rate (with health benefits, $13.61):

- Cooks
- Installation, Maintenance and Repair
- Landscaping and Pest Control

- Office and Administrative Support
- Printing
- Refuse and Recyclable Material Collectors
- Security Guards

2022 Job Posting Median Wages (from EMSI)

The median wage rate from EMSI was compared against the County's Living Wage Rates without and with health benefits ($17.56 per hour and $14.02 per hour respectively).

Without Health Benefits
In 2022, the median wage of eight occupation groups (representing 93% of covered services employees) were below the County's Living Wage Rate (without health benefits, $17.56 per hour) and are on average 16% lower than the County's Living Wage Rate (without benefits):

- Cooks
- Janitors and cleaners, including First-Line Supervisors
- Landscaping and Pest Control including First-Line supervisors
- Office and Administrative Support
- Printing
- Refuse and Recyclable Material Collectors
- Security Guards
- Vehicle Operators

Meanwhile, the median wage of the remaining one occupation group (Installation, Maintenance and Repair), representing 7% of covered services employees, was above the County's Living Wage Rate (without health benefits) and has median wages 10% higher than the 2022 Living Wage rate (without health benefits).

With Health Benefits
In 2022, the median wage of two occupation groups (Janitors & Cleaners and Security Guards), representing approximately 68% of County covered service employees are below Broward County's Living Wage Ordinance (with health benefits; $14.02) and have median wages 17% lower than the 2022 Living Wage rate (with health benefits).

Meanwhile, the median wage of the remaining seven occupation groups (representing 32%) was above the County's Living Wage Rate (with health benefits) and are on average 3% higher than the Living Wage Rate (with health benefits):

- Cooks
- Installation, Maintenance, and Repair
- Janitors and cleaners
- Landscaping and Pest Control
- Office and Administrative Support
- Printing

- Refuse and Recyclable Material Collectors
- Security Guards
- Vehicle Operators

Charts presenting the above data can be found in **Exhibits 3 and 4** in the Broward County Living Wage Ordinance Occupational Wage Analysis (Attachment 2).

It is noted that the Living Wage contracts for the Installation, Maintenance and Repair occupation group are generally covered by Collective Bargaining Agreements based on the trade-specific industry (ex. HVAC, elevators/escalators technicians, etc.) which are generally higher paying.

Broward County United Way's ALICE Report

The United Way publishes the ALICE Report; ALICE is an acronym that stands for Asset Limited, Income Constrained, Employed - households with income above the Federal Poverty Level but below the basic cost of living. Families who live below the ALICE threshold have limited resources needed to pay for rent, childcare, and other essentials.

The current available report for Florida was published in April 2020, based on data/information from 2018. The United Way of Broward County identified that approximately 37% of Broward County households were below the ALICE threshold and approximately 13% were at poverty level, based on 2018 data. A more recent report is not available (and no available estimated time for an updated next report). The most recent report can be found at: **2020 ALICE Report.**

Broward County Affordable Housing Needs Assessment and Commercial Linkage Fee Nexus Study by FIU

The Metropolitan Center at Florida International University (FIU) completed a 2018 Broward County Affordable Housing Needs Assessment. The report provided key demand and supply factors impacting the production and availability of affordable housing in Broward County. The full report can be found at: **2018 Broward County Affordable Housing Needs Assessment**.

The Metropolitan Center is in the process of completing the 2022 Broward County Affordable Housing Needs Assessment; it is estimated to be completed this summer. However, the Metropolitan Center was presented at The Prosperity Partnership Housing Affordability Summit, held on May 5, 2022. The presentation is attached (Attachment 3).

Additionally, Broward County commissioned the Metropolitan Center at FIU to complete a Commercial Linkage Fee Nexus Study. The most recent Nexus Study was issued in 2019 (and previous studies/reports were issued in 2014 and 2007). The purpose of the 2019 study was to determine whether there exists a reasonable connection (linkage) between the construction of new workplace buildings in Broward County and the demand

for affordable housing by the new employees who work within these buildings. The nexus analysis is a calculation of the potential number of housing units by affordability level associated with the new workers expected in each new commercial building type. The nexus cost is the amount required to mitigate the affordability gap for worker housing units at each household income affordability level. The previous report can be found at: **FIU Commercial Linkage Fee Nexus Study** dated 2019.

cc: Kimm Campbell, Assistant County Administrator
Kevin Kelleher, Assistant County Administrator
George Tablack, CFO and Director of Finance and Administrative Services
Norm Foster, Director, Office of Budget and Management
Sandy Michael McDonald, Director, Office of Economic & Small Business Dev.
Robert E. Gleason, Director, Purchasing Division
David Kahn, Director, Human Resources Division
Constance Mangan, Purchasing Manager, Purchasing Division
Christine Calhoun, Purchasing Manager, Purchasing Division
Mark Cassidy, Program/Project Coordinator Sr, Office of Econ. & Small Bus. Dev.

Attachments

Attachment 1: Estimated Cost of Increasing Living Wage Chart from Broward County Living Wage Ordinance Workshop on March 1, 2022 (page 20)

Attachment 2: Broward County Living Wage Ordinance Occupational Wage Analysis Report (May 2022)

Attachment 3: 2022 Broward County Affordable Housing Needs Assessment presentation at The Prosperity Partnership Housing Affordability Summit, held on May 5, 2022

Estimated Cost of Increasing Living Wage

Based on threshold amount (excluding Airport Covered Services), using a weighted average of labor costs:

Option	Model	Living Wage Rate	% Inc. 2021 LW ($13.61)	County Contracts				County Employee Fiscal Impact	Total Fiscal Impact	Estimated Millage Rate Increase **
				Fiscal Impact (GF)	Fiscal Impact (Ent/Non-GF)	Fiscal Impact (All Funds)	Adjusted Fiscal Impact (+45%)*			
	Current	$14.02	3.0%	--	--	--	--	--	--	
A	**Unrep. Employee Inc.**	$14.15	4.0%	$1.05M	$1.88M	$2.93M	$4.24M	$33K	$4.28M	0.0055
B	**CPI (Dec. '21/20)**	$14.39	5.7%	$2.94M	$5.25M	$8.19M	$11.88M	$53K	$11.93M	0.0205
C	**Additional 5% Incr.**	$14.72	8.2%	$5.43M	$9.72M	$15.15M	$21.97M	$94K	$22.07M	0.0379
D	**Flat Amount**	$15.00	10.2%	$7.47M	$13.35M	$20.82M	$30.19M	$145K	$30.33M	0.0521

*Adjustment Factor of 45% - Compression of 27% and Employer Expenses of 18%

** Estimated Millage Rate Increase for General Fund portion only

Attachment 1

BROWARD COUNTY
FLORIDA

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Private Industry Analysis

At the Living Wage Workshop on March 1, 2022, the Broward County Board of County Commissioners (Board) recommended the Office of Economic and Small Business Development (OESBD) work with the Greater Fort Lauderdale Alliance (Alliance) for available industry information on private sector wages for a comparison to Broward County Living Wage Ordinance rates. OESBD requested comparative data of salaries for Living Wage covered services (positions) in the local private sector from the Alliance.

The existing Living Wage Ordinance covered services are:

- Food preparation/distribution
- Security services
- Routine maintenance services (janitorial, refuse removal, recycling collections)
- Repair refinishing services (furniture, fixtures, vehicles, machinery, equipment)
- Clerical/nonsupervisory office work
- Passenger transportation and parking services
- Printing and reproduction services
- Landscaping, lawn, or agricultural services

The Alliance noted when using the Bureau of Labor and Statistics (BLS) data, that it is 12 months old, as it takes time to compile the data. The Alliance further noted that current employment market is volatile with anecdotal reports of significant wage changes due to the competitive environment and an imbalance in supply and demand in the labor force. As a result, it is likely that the wage data is probably lagging. The Alliance had access to Emsi Burning Glass (EMSI) data, which is the most current available job data, however it is based on job postings (and not actual or observed wages).

Therefore, the two data sources were used for comparison/research purposes: wage rate statistics from the Bureau of Labor and Statistics (BLS) and job posting data from Emsi Burning Glass (EMSI).

Data Source: Bureau of Labor and Statistics (BLS)

The **Occupational Employment and Wage Statistics (OEWS)** program produces employment and wage estimates annually for nearly 800 occupations. These estimates are available for the nation, for individual states, and for metropolitan and nonmetropolitan areas.

The **May 2021 OEWS data** were released on March 31, 2022 and are available at www.bls.gov/oes/tables.htm. Broward County is included in the **Miami-Fort Lauderdale-West Palm Beach, FL Metropolitan Statistical Area (MSA)**. BLS does not release data for smaller subsets of these areas/metropolitan divisions.

This dataset is organized by occupation through **Standard Occupation Classification (SOC) codes**. Large, related groups of occupations (for example, Food Preparation and Serving Related Occupations) are defined by 2-digit codes, 00-53. Individual occupations are classified by an additional 4-digits, 1000-9999, following the 2-digit group, following a taxonomic structure.

Wages for the OEWS survey are straight-time, gross pay, exclusive of premium pay.

- Wages include base rate, cost-of-living allowances, guaranteed pay, hazardous-duty pay, incentive pay, including commissions and production bonuses, and tips.
- Wages exclude overtime pay, severance pay, shift differentials, nonproduction bonuses, employer cost for supplementary benefits, and tuition reimbursements.

Estimates of current occupational employment and wage rates are based on survey data collected over a three-year cycle.

BLS publishes other wage datasets, such as the Quarterly Census of Employment and Wages. This program publishes a quarterly count of employment and wages reported by employers covering more than 95 percent of U.S. jobs, available at the county, MSA, state and national levels by *industry*. Analysis of the wages at the industry level is not appropriate for this analysis because it is an average wage, which includes all workers, including those not impacted by Broward's Living Wage Ordinance. For example, in the administrative industry; CEOs and high-level executives are included in the industry wages, although not all employees are impacted by the Living Wage Ordinance in that industry or occupation group.

BLS is the sole source of occupational wage data. The Florida Department of Economic Opportunity (FDEO) sources data from BLS and provides a data visualization dashboard called *Florida Insight*.

Other renowned first data sources do not provide occupational wage data: U.S. Census, Bureau of Economic Analysis, Federal Reserve Bank of the United States, Bureau of Economic and Business Research, or University of Florida.

BLS OEWS Available Data

- Employment
- Employment percent relative standard error*
- Wage percent relative standard error*
- Hourly median wage

(*) The relative standard error (RSE) is a measure of the reliability of a survey statistic. Data not meeting minimum standards of statistical reliability were removed from analysis.

Data Source: Emsi Burning Glass (EMSI)

EMSI hosts a tool named **Job Posting Analytics** (JPA) which sources data collected from job postings nationwide created by employers. This dataset is available by occupation, using the same SOC definitions used by the BLS. Data is available from JPA for a custom time period of consecutive months and can be filtered by county. A sample of data was compiled representing the Miami-Fort Lauderdale-West Palm Beach, FL MSA from March 2021 to February 2022 to determine an observed median wage of job postings for each occupation (EMSI '22 wage). This sample was chosen to represent 2022 wages despite containing some 2021 months because a longer time frame was needed to develop a sufficient sample size, as standard. The wage data is presented as a median of all postings and the number of postings. Some occupations have wide variances due to low amounts of postings for that position; these were noted and should not be given high confidence.

Emsi Burning Glass Available Data

- Hourly Median Advertised Salary
- Unique Job Postings

Methodology

The County's Living Wage Ordinance covered services align with 2-digit SOC classifications. These services/positions were bridged and grouped into the following relevant aggregated occupation groups for study:

- Cooks
- Installation, Maintenance, and Repair
- Janitors and cleaners (including First-Line Supervisors)
- Landscaping and Pest Control (including First-Line Supervisors)
- Office and Administrative Support
- Printing
- Refuse and Recyclable Material Collectors
- Security Guards
- Vehicle Operators

Occupation data was collected for 153 individual 6-digit SOC codes that align with the 2-digit aggregated classifications that align with the Living Wage Ordinance covered services' positions. Data with high Relative Standard Error (RSE), or low sample size, was removed to not skew the analysis. The Purchasing Division identified 40 individual occupations that are relevant to the County's Living Wage contracts**.** The 40 individual occupations were grouped into the nine (9) occupational groups above. The list of groups and occupations can be found in **Exhibit A: List of Individual Occupations Covered by County's Living Wage Ordinance.**

The Broward County Purchasing Division identified 2,314 contract employees under Living Wage Covered Services, a set which includes about 90% of all County Living Wage Covered Service contracts. The employment figures and median wages for each individual occupation were used to calculate a weighted median wage for the aggregated occupation groups, only containing the individual occupations that are relevant to the County's Living Wage contracts. This was done for both the BLS and EMSI data, separately. The results can be found in **Exhibit B: Comparison of Available Data - Median Private-Sector Wage and Broward County's Living Wage Ordinance.**

Comparison of BLS and EMSI Datasets

The BLS and EMSI datasets are not directly comparable, due to difference in the collection and calculation of their estimates. However, use of the 2022 EMSI data is predicated on the statistical confidence in its relationship with BLS data. To understand the trend in relationship between the BLS and EMSI data, job posting data for the previous year (March 2020-February 2021) was also collected from JPA and compared to the BLS 2021 data in a variability analysis. The correlation between 2021 BLS wages and 2021 EMSI job posting wages is .77, indicating a statistically strong relationship. However, the coefficient of variation between the two is large (2.0), indicating wide variation in differences. Simply put, while the BLS and EMSI data as a whole are relatively similar, when there are discrepancies, they can be significant. This is due to low sample sizes of job postings for particular individual occupations. The difference between EMSI job posting wages and BLS observed wages varies by an average of 12%, with EMSI job posting wages about 7% lower than BLS observed wages.

BLS should be considered the most reliable source of wage information, however considering the rapidly evolving job market, the more recent 2022 EMSI data can be used with relative statistical confidence, but with the caveat that the data is "best available" and is not intended to be an exhaustive representation.

Comparison of Private Sector Wages to Broward County Living Wage Covered Services Positions

Statistical similarities between the BLS and EMSI data indicate that comparing the BLS and EMSI data as a whole is fair, although significant caveats must be considered, including that the EMSI data reports job posting wages, as opposed to actual wages, the time period that the base data is collected differs, and the EMSI data contains occupations with anomalously low sample sizes, which skew the individual results in both positive and negative directions.

2021 Observed Median Wages (from BLS)

The median wage rate from BLS was compared against the County's Living Wage Rate for those positions without and with the health benefits as required by the Living Wage Ordinance as of 2021 ($17.05 per hour and $13.61 per hour respectively).

Without Health Benefits

In 2021, the median wage of five occupation groups (representing 89% of covered services employees) were below the County's Living Wage Rate (without health benefits, $17.05):

- Cooks
- Janitors and cleaners, including First-Line Supervisors
- Landscaping and Pest Control including First-Line supervisors
- Security Guards
- Vehicle Operators

Meanwhile, the median wage of the remaining four occupation groups (representing 11% of covered services employees) were above the County's Living Wage Rate (without health benefits, $17.05):

- Installation, Maintenance and Repair
- Office and Administrative Support
- Printing
- Refuse and Recyclable Material Collectors

With Health Benefits

In 2021, the median wage of two occupation groups (representing 64% of covered services employees) were below the County's Living Wage Rate (with health benefits, $13.61):

- Janitors and Cleaners
- Vehicle Operators

Meanwhile, the median wage of the remaining seven occupation groups (representing 36% of covered services employees) were above the County's Living Wage Rate (with health benefits, $13.61):

- Cooks
- Installation, Maintenance and Repair
- Landscaping and Pest Control
- Office and Administrative Support
- Printing
- Refuse and Recyclable Material Collectors

The results can be found in **Exhibit C: Median Wage of Private-Sector Employees – May 2021**

2022 Job Posting Median Wages (from EMSI)

The median wage rate from EMSI was compared against the County's Living Wage Rates without and with health benefits ($17.56 per hour and $14.02 per hour respectively).

Without Health Benefits

In 2022, the median wage of eight occupation groups (representing 93% of covered services employees) were below the County's Living Wage Rate (without health benefits, $17.56 per hour) and are on average 16% lower than the County's Living Wage Rate (without benefits):

- Cooks
- Janitors and cleaners, including First-Line Supervisors
- Landscaping and Pest Control including First-Line supervisors
- Office and Administrative Support
- Printing
- Refuse and Recyclable Material Collectors
- Security Guards
- Vehicle Operators

Meanwhile, the median wage of the remaining one occupation group (Installation, Maintenance and Repair), representing 7% of covered services employees, was above the County's Living Wage Rate (without health benefits) and has median wages 10% higher than the 2022 Living Wage rate (without health benefits).

With Health Benefits

In 2022, the median wage of two occupation groups (Janitors & Cleaners and Security Guards), representing approximately 68% of County covered service employees are below Broward County's Living Wage Ordinance (with health benefits; $14.02) and have median wages 17% lower than the 2022 Living Wage rate (with health benefits).

Meanwhile, the median wage of the remaining seven occupation groups (representing 32%) was above the County's Living Wage Rate (with health benefits) and are on average 3% higher than the Living Wage Rate (with health benefits):

- Cooks
- Installation, Maintenance, and Repair
- Janitors and cleaners
- Landscaping and Pest Control
- Office and Administrative Support
- Printing
- Refuse and Recyclable Material Collectors
- Security Guards
- Vehicle Operators

The results can be found in **Exhibit D: Median Wage of Private-Sector Job Postings – February 2022.**

It is noted that the Living Wage contracts for the Installation, Maintenance and Repair occupation group are generally covered by Collective Bargaining Agreements based on the trade-specific industry (ex. HVAC, elevators/escalators technicians, etc.) which are higher paying.

EXHIBITS:

Exhibit A: List of Individual Occupations Covered by Broward County's Living Wage Ordinance 9
Exhibit B: Comparison of Available Data - Median Private-Sector Wage and Broward County's Living Wage Ordinance....11
Exhibit C: Median Wage of Private-Sector Employees – May 2021....12
Exhibit D: Median Wage of Private-Sector Job Postings – February 2022 13

Exhibit A: List of Individual Occupations Covered by Broward County's Living Wage Ordinance

Occupation Group	Included Individual Occupations
Cooks	-Cooks, Institution and Cafeteria
Installation, Maintenance, and Repair	-Bus and Truck Mechanics and Diesel Engine Specialists -Automotive Body and Related Repairers -Security and Fire Alarm Systems Installers -Industrial Machinery Mechanics -Helpers--Installation, Maintenance, and Repair Workers -Mobile Heavy Equipment Mechanics, Except Engines -Outdoor Power Equipment and Other Small Engine Mechanics -Control and Valve Installers and Repairers, Except Mechanical Door -Audiovisual Equipment Installers and Repairers -Mechanical Door Repairers -Electric Motor, Power Tool, and Related Repairers -Maintenance Workers, Machinery -Electrical and Electronics Repairers, Powerhouse, Substation, and Relay -Radio, Cellular, and Tower Equipment Installers and Repairers -Heating, Air Conditioning, and Refrigeration Mechanics and Installers -Maintenance and Repair Workers, General
Janitors and cleaners, including First-Line Supervisors	-First-Line Supervisors of Housekeeping and Janitorial Workers -Janitors and Cleaners, Except Maids and Housekeeping Cleaners

Attachment 2

Occupation Group	Included Individual Occupations
Landscaping and Pest Control including First-Line supervisors	-First-Line Supervisors of Landscaping -Pest Control Workers -Landscaping and Groundskeeping Workers -Pesticide Handlers, Sprayers, and Applicators, Vegetation
Office and Administrative Support	-Office Clerks, General -Secretaries and Administrative Assistants, Except Legal, Medical, and Executive -Bookkeeping, Accounting, and Auditing Clerks -Receptionists and Information Clerks -Billing and Posting Clerks -Data Entry Keyers -Order Clerks -File Clerks -Office and Administrative Support Workers, All Other -Couriers and Messengers -Mail Clerks and Mail Machine Operators, Except Postal Service -Meter Readers, Utilities -Word Processors and Typists
Printing	-Print Binding and Finishing Workers
Refuse and Recyclable Material Collectors	-Refuse and Recyclable Material Collectors
Security Guards	-Security Guards
Vehicle Operators	-Motor Vehicle Operators, All Other

Attachment 2

Exhibit B: Comparison of Available Data - Median Private-Sector Wage and Broward County's Living Wage Ordinance

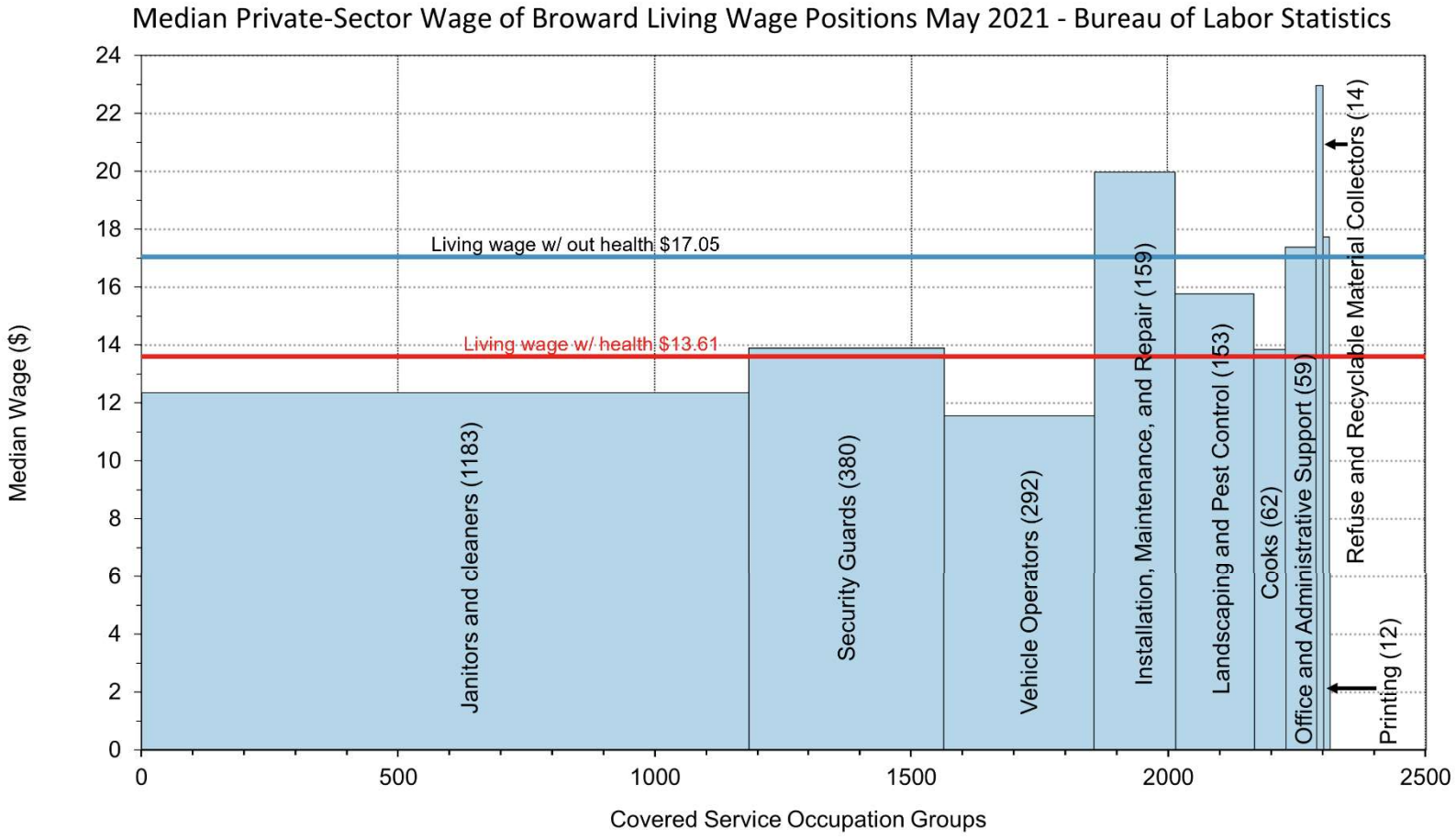
Occupation Group	2021 Median Wage - BLS	Δ 2021 Living Wage Ordinance ($17.05)	2021 Median Wage - EMSI	Δ 2021 Living Wage Ordinance ($17.05)	2022 Median Wage - EMSI	Δ 2022 Living Wage Ordinance ($17.56)	Δ 2021 BLS - 2022 EMSI
Cooks	$13.85	-$3.20	$8.95	-$8.10	$15.84	-$1.72	$1.99
Installation, Maintenance, and Repair	$19.97	$2.92	$18.23	$1.18	$19.39	$1.83	-$0.58
Janitors and cleaners, including First-Line Supervisors	$12.36	-$4.69	$11.94	-$5.11	$13.08	-$4.48	$0.72
Landscaping and Pest Control including First-Line supervisors	$15.76	-$1.29	$15.07	-$1.98	$15.63	-$1.93	-$0.13
Office and Administrative Support	$17.39	$0.34	$15.34	-$1.71	$16.32	-$1.24	-$1.06
Printing	$17.73	$0.68	$17.05	$0.00	$17.54	-$0.02	-$0.19
Refuse and Recyclable Material Collectors*	$22.97	$5.92	$14.65	-$2.40	$14.95	-$2.61	-$8.02
Security Guards	$13.90	-$3.15	$12.25	-$4.80	$13.97	-$3.59	$0.07
Vehicle Operators*	$11.56	-$5.49	$12.98	-$4.07	$14.95	-$2.61	$3.39

*Low confidence in 2022 EMSI due to low sample size

Attachment 2

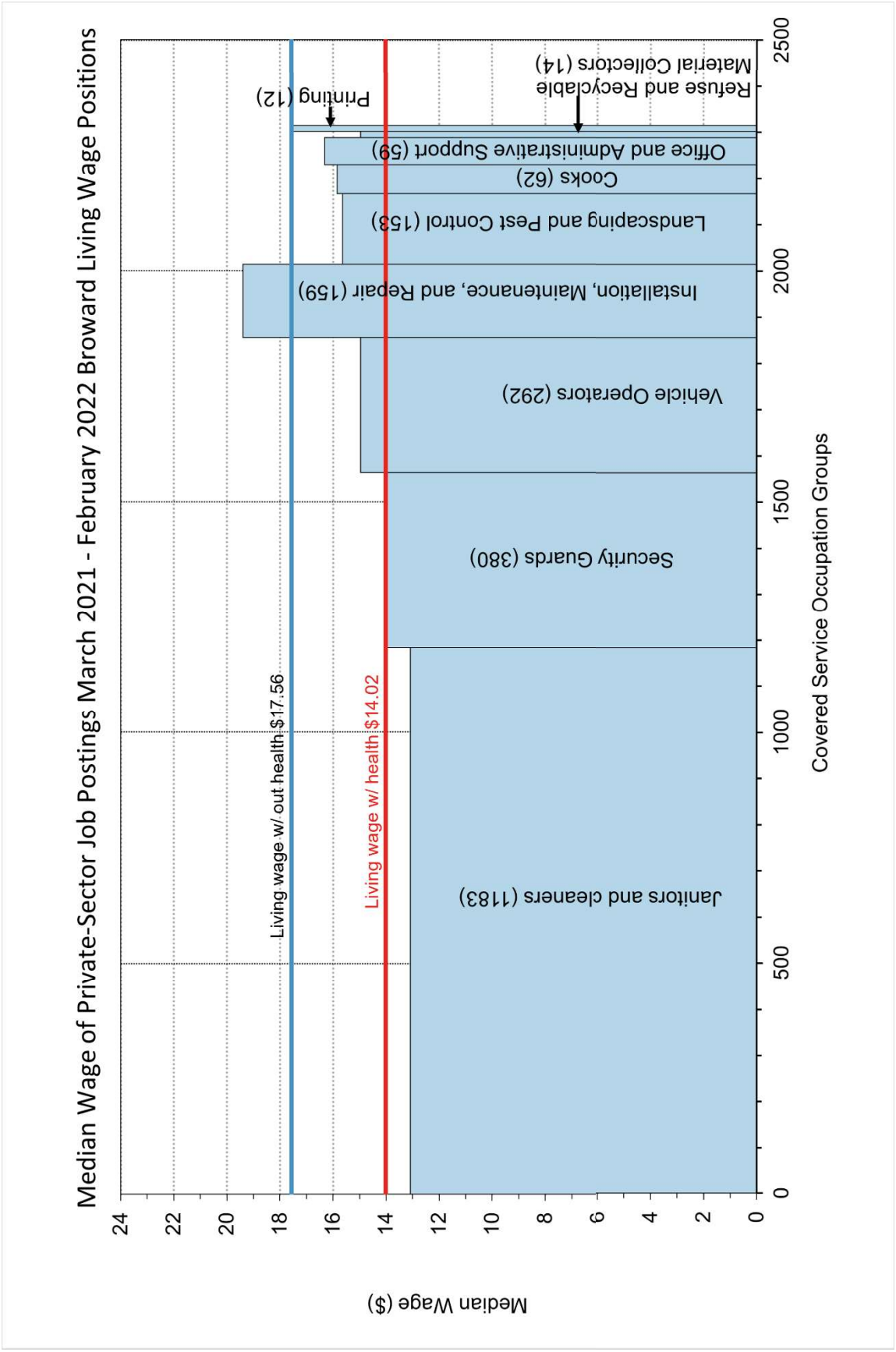
The following charts demonstrate the median wage of each occupation group on the y-axis, and the widths of the individual bars represent the share of County contracts with that occupation group. For example, the occupation group. Janitors and Cleaners, is the largest group under county living wage contracts, while Printing is the smallest. The horizontal lines represent the County living wage with and without health benefits.

Exhibit C: Median Wage of Private-Sector Employees – May 2021



Attachment 2

Exhibit D: Median Wage of Private-Sector Job Postings – February 2022



2022 Broward County Affordable Housing Needs Assessment

Dr. Ned Murray, AICP

The Prosperity Partnership

Housing Affordability Summit

May 5, 2022

Attachment 3

Critical Findings

1

The scope and scale of Broward County's affordable housing needs are substantial and impact a broad spectrum of economic and social issues

2

Renter households are the most vulnerable due to low household incomes, low wage employment, limited choice and accessibility, and excessive cost-burden levels

Critical Findings

3

Most (92 percent) Broward County residents can't afford the current median sale price ($545,000) of a single-family home. The median single-family home price-to-median household income ratio now stands at 8.9:1

4

Broward County's economic competitiveness, resilience and quality of life are at risk – impacts on Leisure & Hospitality, Healthcare, and Retail sectors reliant on service sector workers along with major institutions – hospitals, public schools, colleges, and universities

Demographic and Economic Factors

Broward County Age Demographics, 2017 and 2020

	Broward County		
Age	2017	2020	Difference
Total Population	1,761,993	1,942,273	10.2%
Under 5 years	110,377	112,405	1.8%
5 to 17 years	296,263	298,582	0.8%
18 to 34 years	411,420	414,881	**0.8%**
35 to 54 years	534,050	532,695	**0.3%**
55 and over	538,306	583,710	8.4%
18 and over	1,483,776	1,531,286	3.2%
65 and over	294,961	323,755	9.8%

Source: U.S. Census, 2020 *American Community Survey*

Attachment 3

Broward County Labor Force Participation
2017 - 2020

	2017		2020	
Total Population	1,890,416		1,942,273	
Poverty Rate	14.0%		12.7%	
Labor Force Participation				
Total Population 16+	1,531,882		1,578,031	
Population in Labor Force	1,008,709	65.8%	1,037,402	65.7%
Employed Population	930,561	60.7%	974,826	61.8%

Source: U.S. Census, 2020 *American Community Survey*

Attachment 3

Broward County Race and Ethnicity
2017 - 2020

Population	2017	%	2020	%	% Change
Total	1,890,416		1,942,273		2.7%
White alone, Not Hispanic or Latino	721,241	38.2%	689,773	35.5%	4.4%
Black or African American alone	536,589	28.4%	555,741	28.6%	3.6%
Hispanic or Latino	535,987	28.4%	586,236	30.2%	9.4%
Asian alone	67,822	3.6%	70,561	3.6%	4.0%
Native Hawaiian and Other Pacific Islander alone	1,102	0.1%	1,241	0.1%	12.6%
Some other race alone	57,417	3.0%	67,771	3.5%	18.0%
Two or more races	57,432	3.0%	137,964	7.1%	140.2%

Source: U.S. Census, 2020 *American Community Survey*

Attachment 3

Broward County Highest Poverty Rates 2020

Municipality	Poverty Rate
Pembroke Park	22.5%
Lauderdale Lakes	21.6%
Hallandale Beach	20.7%
Lauderhill	19.1%
North Lauderdale	18.7%
Pompano Beach	17.3%
West Park	17.1%
Deerfield Beach	16.8%
Dania Beach	16.3%
Fort Lauderdale	15.8%

Source: U.S. Census, 2020 *American Community Survey*

Attachment 3

Housing Supply

Attachment 3

Broward County Housing Units by Major Municipality

	2017		2020	
Municipality	Housing Units	% of County Total	Housing Units	% of County Total
Fort Lauderdale	95,843	11.7%	95,057	11.5%
Hollywood	69,754	8.5%	69,538	8.4%
Pembroke Pines	63,757	7.8%	65,001	7.9%
Pompano Beach	54,482	6.7%	55,421	6.7%
Coral Springs	44,493	5.4%	45,344	5.5%
Miramar	43,752	5.3%	44,929	5.4%
Deerfield Beach	41,585	5.1%	41,638	5.0%
Davie	39,149	4.8%	38,951	4.7%
Plantation	37,675	4.6%	38,006	4.6%
Sunrise	36,984	4.5%	38,440	4.7%
Tamarac	31,141	3.8%	30,979	3.7%
Hallandale Beach	28,406	3.5%	27,314	3.3%
Broward County	**818,382**	**100.0%**	**826,382**	**100.0%**

Source: U.S. Census, 2020 ACS

Attachment 3

Broward County Vacancy Status Characteristics, 2012-2020

	2012	2015	2020
Total Vacant Units	144,307	142,554	121,440
For Rent	25,698	20,719	19,408
Vacancy Status	2012	2017	2020
Rented or Sold, Not Occupied	9,583	13,380	8,997
For Seasonal, Recreational, or Occasional Use	68,214	80,394	68,654
All Other Vacant	26,678	18,962	16,486

Source: U.S. Census, 2020 ACS

Attachment 3

Age of Structures

Total Housing Units	826,382	
Year Built		
Built 2014 or later	18,878	2.3%
Built 2010 to 2013	14,139	1.7%
Built 2000 to 2009	83,056	10.1%
Built 1990 to 1999	132,944	16.1%
Built 1980 to 1989	153,813	18.6%
Built 1970 to 1979	219,851	26.6%
Built 1960 to 1969	114,712	13.9%
Built 1950 to 1959	73,195	8.9%
Built 1940 to 1949	9,738	1.2%
Built 1939 or earlier	6,056	0.7%

Broward County Sales Activity
March 2022

	Mar-21	Mar-22	% Change
Single-Family Homes	$445,000	**$545,000**	22.5%
Closed Sales	1,870	1,541	17.6%
Cash Sales	410	448	9.5%
Townhomes/Condos	$210,000	$238,500	13.6%
Closed Sales	2,151	2,162	0.5%
Cash Sales	1,086	1,330	22.4%

Source: MIAMI Association of REALTORS, March 2022 Sales Report

Attachment 3

Broward County Single-Family Median Sales Price by Major Municipality: Q1/2022

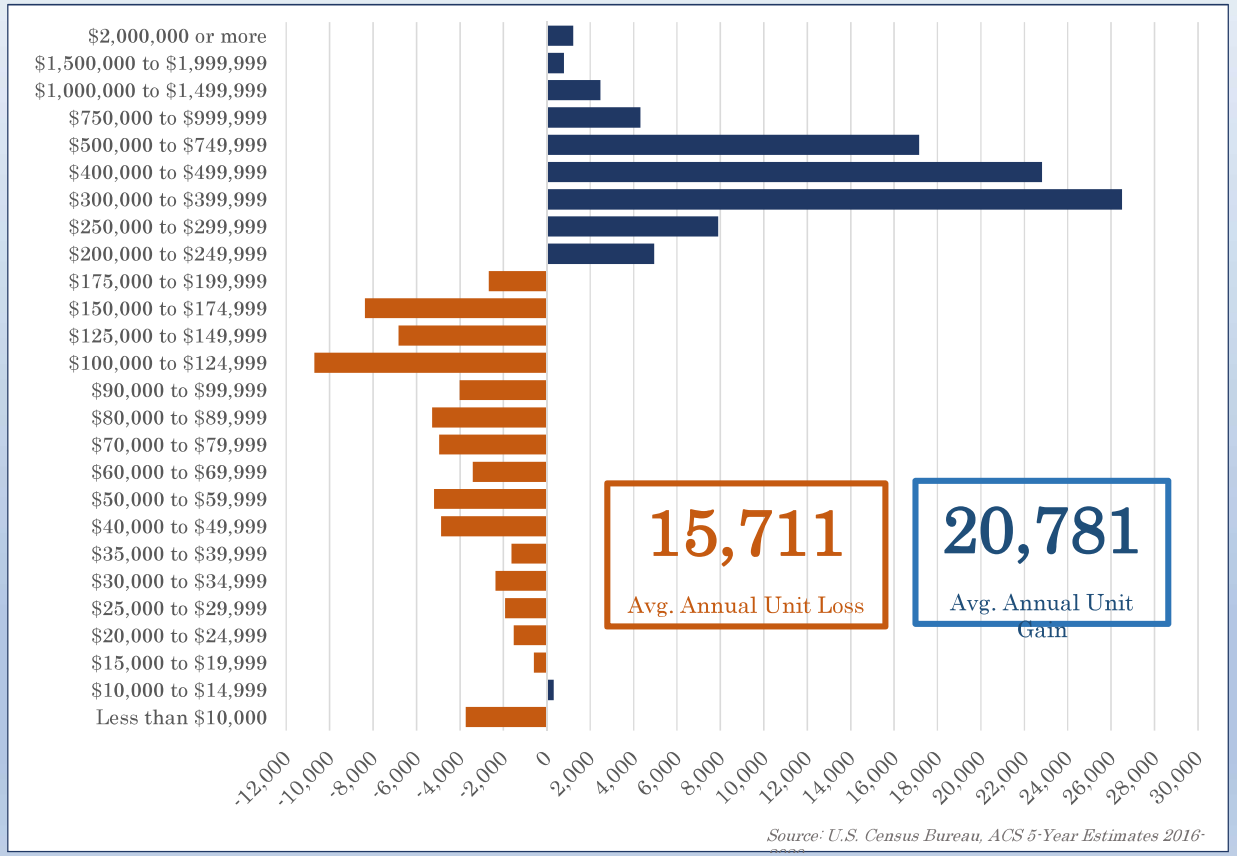
Municipality	Median Sale Price Q1/2022
Broward County	$520,000
Fort Lauderdale	$720,000
Hollywood	$489,000
Pembroke Pines	$535,000
Pompano Beach	$390,000
Coral Springs	$601,750
Miramar	$532,750
Deerfield Beach	$420,000
Davie	$630,000
Plantation	$577,625
Margate	$415,000
Sunrise	$435,000
Tamarac	$317,500
Hallandale Beach	$305,000

Source: MIAMI Association of Realtors, Local Residential Market Metrics 2022

Attachment 3

Broward County Owner-Occupied Units Supply: Change by Value 2016-2020

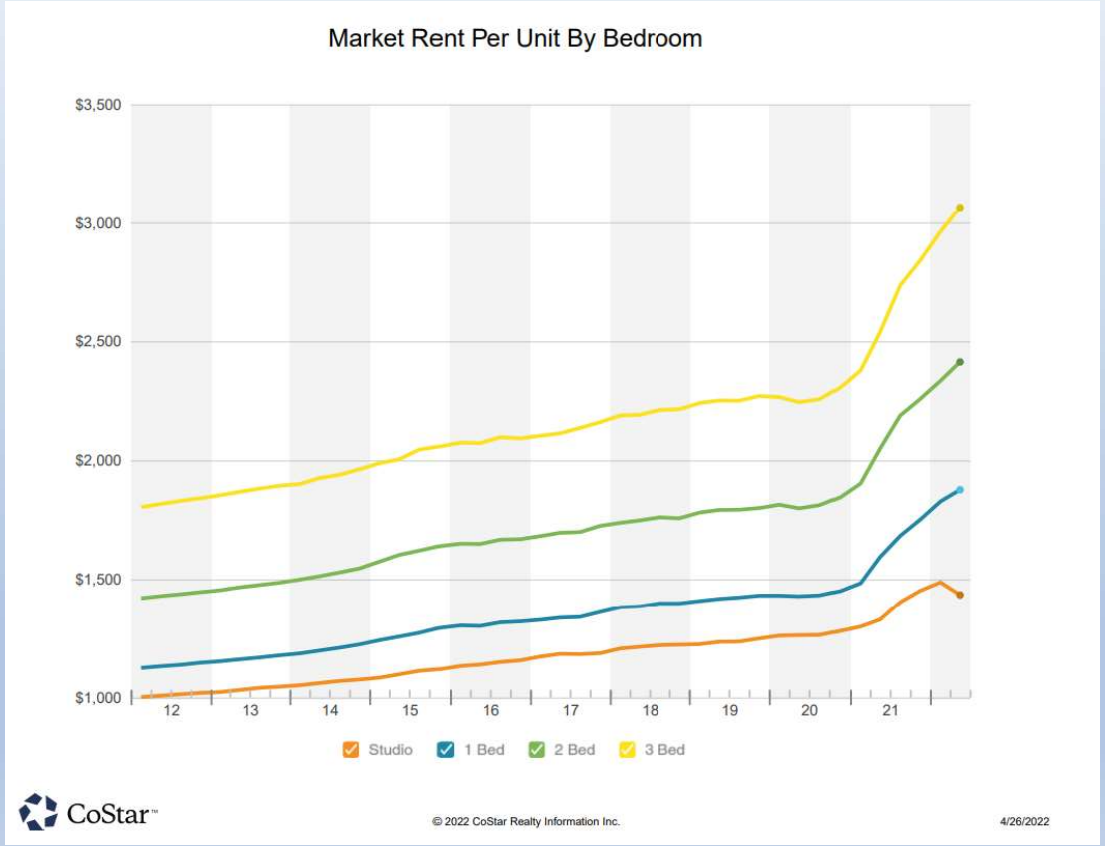
Housing Units by Value	Below $250,000		$250,000+	
	Total # of Units	Unit Gain/Loss	Total # of Units	Unit Gain/Loss
2016	253,704		168,650	
2017	234,655	19,049	186,125	17,475
2018	218,028	16,627	205,288	19,163
2019	200,895	17,133	227,787	22,499
2020	190,861	10,034	251,772	23,985
Annual Average Unit Change	15,711		20,781	



Source: U.S. Census Bureau, ACS 5-Year Estimates 2016-

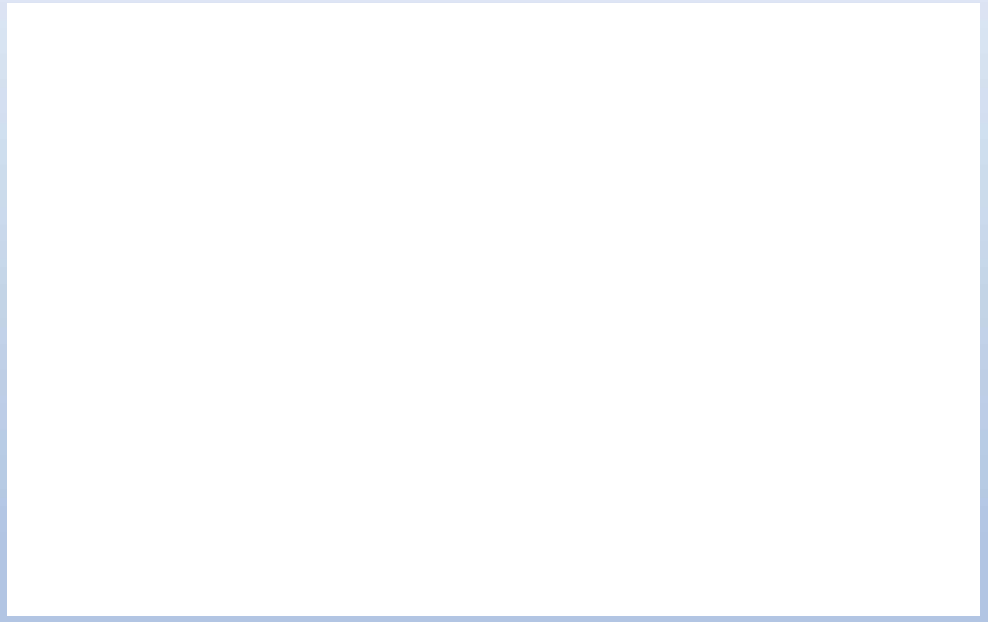
Attachment 3

Broward County Market Rent by Bedrooms
2012 - 2022



Attachment 3

Broward County Change in Average Rent by Bedroom
2020 - 2021



Source: Reinhold P. Wolff Economic Research, Inc. 4Q21

Attachment 3

Broward County Average Rents by Submarkets 1Q/2022

Submarket	1 BR	2 BR	3 BR
Hollywood/Hallandale	$1,849	$2,520	$3,589
Pembroke Pines/Miramar	$2,004	$2,645	$3,179
Davie/Cooper City	$2,248	$2,612	$3,254
Plantation	$2,116	$2,648	$3,343
Fort Lauderdale	$2,547	$3,374	$4,801
Lauderhill/Lauderdale Lakes/Sunrise	$1,779	$2,067	$2,429
Pompano Beach	$1,997	$2,500	$3,690
North Lauderdale/Tamarac	$1,893	$2,211	$2,495
North Pompano/Deerfield Beach	$1,972	$2,194	$2,891
Coral Springs	$2,195	$2,591	$3,092

Source: Reinhold P. Wolff Economic Research, Inc. 4Q21

Attachment 3

Broward County Rental Vacancy Rates by Submarket

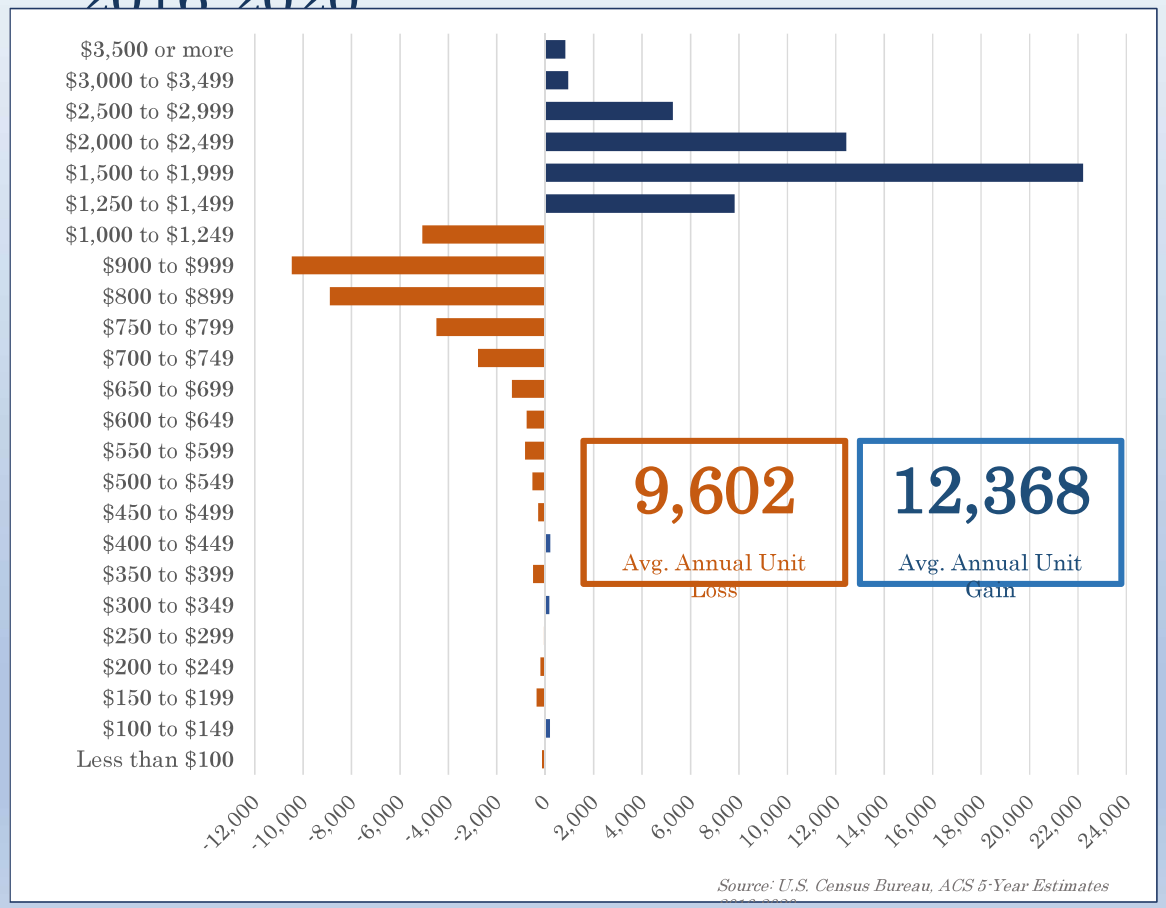
	# Units Surveyed	# Units Vacant	Percent Vacant
Hollywood/Hallandale	3,762	42	1.1%
Pembroke Pines/Miramar	1,171	238	2.0%
Davie/Cooper City/Weston	6,172	96	1.6%
Plantation	7,419	176	2.4%
Fort Lauderdale	9,596	133	1.4%
Lauderhill/Lauderdale Lakes/Sunrise	6,249	39	0.6%
Pompano Beach	3,197	49	1.5%
North Lauderdale/Tamarac	4,472	28	0.6%
North Pompano/Deerfield Beach	5,715	15	0.3%
Coral Springs/Coconut Creek	11,321	183	1.6%
Total Broward	**69,674**	**999**	**1.4%**

Source: Reinhold P. Wolff Economic Research, Inc. 4Q21

Attachment 3

Broward County Renter-Occupied Units Supply: Change by Value 2016-2020

Housing Units by Value	Below $1,250		$1,250+	
	Total # of Units	Unit Gain/Loss	Total # of Units	Unit Gain/Loss
2016	126,460		115,742	
2017	119,785	6,675	127,177	11,435
2018	109,917	9,868	141,233	14,056
2019	98,664	11,253	155,843	14,610
2020	90,212	8,452	165,215	9,372
Annual Average Unit Change	9,062		12,368	



Attachment 3

Affordable Housing Demand

Attachment 3

Broward County Cost-Burdened Household by Tenure 2020

Households	30%+ on Housing Costs		50%+ on Housing Costs	
	Count	Percent	Count	Percent
Overall Households	301,860	44.0%	147,362	21.5%
Owners	147,140	**33.7%**	67,241	**15.4%**
With Mortgage	106,469	40.2%	46,053	17.4%
Without Mortgage	40,671	23.7%	21,188	12.3%
Renters	154,720	**61.9%**	80,121	**32.0%**

Source: U.S. Census, 2020 *American Community Survey*

Attachment 3

Broward Owner Housing Affordability Analysis: 2020

Owner Households	Broward County Affordability Calculations			
Median Household Income 2020 (MHI)	$74,405			
Median Single-Family Sale Price, Q1 2022	$520,000			
Median Townhouse/Condo Sale Price, Q1 2022	$239,700			
Owner Household Income Categories	Income	Affordable Home Purchase Price	Single-Family Home Gap/Surplus	Condominium Gap/Surplus
Low-Income (51-80% of MHI)	$59,524	$178,572	$341,428	$61,128
Moderate-Income (81-100% of MHI)	$60,922	$182,766	$337,234	$56,934
Middle-Income (101-120% of MHI)	$89,286	$267,858	$252,142	$28,158
Upper-Income (121% or greater of MHI)	$90,030	$270,090	$249,910	$30,390
Median Income	**$74,405**	**$223,215**	$296,785	$16,485

Source: U.S. Census, 2020 *American Community Survey,* MIAMI Association of REALTORS, March 2022 Sales Report; calculations by Jorge M. Perez FIU Metropolitan Center

Attachment 3

Broward County Single-Family Home Affordability Analysis by Major Municipality 2020

Municipality	Median HH Income	Affordable Price @ Median	Median Sale Price Q1 2022	Affordability Gap @ Median
Fort Lauderdale	$64,313	$192,939	$720,000	$527,061
Hollywood	$54,317	$162,951	$489,000	$326,049
Pembroke Pines	$40,024	$120,072	$305,000	$184,928
Pompano Beach	$52,565	$157,695	$390,000	$232,305
Coral Springs	$77,488	$232,464	$601,750	$369,286
Miramar	$70,477	$211,431	$532,750	$321,319
Deerfield Beach	$32,297	$96,891	$420,000	$323,109
Davie	$74,523	$223,569	$630,000	$406,431
Plantation	$75,780	$227,340	$577,625	$350,285
Sunrise	$54,701	$164,103	$435,000	$270,897
Tamarac	$51,799	$155,397	$317,500	$162,103
Hallandale Beach	$40,237	$120,711	$412,500	$291,789

Source: U.S. Census, 2020 ACS; MIAMI Association of Realtors Market Statistics 1Q22, calculations by Jorge M. Perez FIU Metropolitan Center

Attachment 3

Broward County Renter Affordability Analysis 2020

Renters	Renter Household Calculations		
Median Household Income 2020 (MHI)	$45,936		
Average Apartment Rent	$2,503		
Household Income Categories	Income	Affordable Rent	Gap/Surplus
Extremely Low-Income (0-30% of MHI)	$13,781	$345	**$2,158**
Very Low-Income (31-50% of MHI)	$22,968	$574	**$1,929**
Low-Income (51-80% of MHI)	$36,749	$919	**$1,584**
Moderate-Income (81-100% of MHI)	$45,936	$1,148	**$1,355**
Middle-Income (101-120% of MHI)	$55,123	$1,378	**$1,125**
Upper-Income (121% or greater of MHI)	$55,583	$1,390	**$1,113**

Source: U.S. Census, 2020 American Community Survey; ACS; Reinhold P. Wolff Research Associates, Inc., 4Q21; calculations by Jorge M. Perez FIU Metropolitan Center

Attachment 3

Concluding Comment

Address the Challenge - The scope and scale of the affordable housing crisis requires a commensurate planning and policy response and the marshalling of public and private resources and support at all levels of community.

Invest in Innovation - planning and policy concepts that expand local funding, create greater infill and reuse opportunities, further incentivize land use and zoning, and identify the most effective roles for major employers including large business establishments and institutions.

Thank you!

Dr. Ned Murray, AICP

The Prosperity Partnership

FIU Jorge M. Pérez Metropolitan Center

Attachment 3

YOUR RIGHTS UNDER THE BROWARD COUNTY LIVING WAGE ORDINANCE

LIVING WAGES for 2022

In accordance with the Living Wage Ordinance, Section 26.102, Broward County Code of Ordinances, Broward County service contractors' employees and subcontractors performing covered services pursuant to applicable County contracts must be paid at least the following living wage hourly rates:

$14.02 per hour with qualifying health benefits (for employer that offers health care benefits) amounting to at least **$3.54** per hour, or

$17.56 per hour without health benefits (for employer that does not offer health care benefits)

Notice: The living wage rates and health benefit amount are indexed in accordance with Section 26.102(e) of the Living Wage Ordinance. *Note – If a covered employee declines health care benefits, the covered employer may pay to the employee the living wage rate with health care benefits listed above provided the covered employer provides to the County written proof of the covered employee's declination.

Applicable covered services provided pursuant to a County service contract (exceeding $100,000/year) include:

- Food preparation and/or distribution
- Security services
- Routine maintenance services: janitorial, cleaning, refuse removal, and recycling collections, or similar services
- Repair and/or refinishing services: for furniture, fixtures, vehicles, machinery, or equipment, including preventative maintenance and replacement of parts
- Clerical or other non-supervisory office work (temporary or permanent personnel): secretarial, typing, data entry, filing, transcription, specialized billing, sorting/completion of forms, and word, data and informational processing
- Passenger transportation and automobile parking services
- Printing and reproduction services
- Landscaping, lawn, and/or agricultural services

Applicable covered airport services pursuant to a County service contract (any contract value) include:

- Food and beverage concessionaire services and certain retail concessionaire services at Airport Terminals Complex and the Car Rental Center.
- Airline service providers for air carriers: ground handling or ramp services; ground equipment provisioning and maintenance; maintenance; in-to-plane fuel service; passenger service; porter service (including skycaps and employees performing curbside check-in); janitorial service; security service; baggage delivery service; aircraft cleaning; or operation of a private club.

ENFORCEMENT

If a service contractor is not complying with the living wage requirements, a covered employee or subcontractor of a service contractor may seek to recover back wages against the responsible service contractor by filing a written complaint with the County or filing suit against the covered employer.

A covered employee or subcontractor may file written complaints of underpayment or retaliation/discrimination (in connection with the filing of living wage complaint), with the Broward County Professional Standards/Human Rights Section, 115 S. Andrews Avenue, Room 427, Fort Lauderdale, FL 33301, or call (954) 357-6500.

SANCTIONS

Damages payable to Broward County in the sum of up to $500 per day, but not to exceed $1,000 per week for each covered employee, may be assessed against the service contractor for failure to pay the required wage rates above in addition to payment of the underpaid wages to the employee.

For other information, contact the applicable Contract Administrator or the Broward County Purchasing Division, 115 S. Andrews Ave., Room 212, Fort Lauderdale, Florida 33301, (954) 357-6066.

The Living Wage Ordinance requires service contractors awarded living wage contracts to display this poster at the job site in a prominent location where it can easily be seen by employees.

Effective January 1, 2022

Broward County Living Wage Ordinance, Sec. 26-102(f)

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TO REORDER CALL: 1-800-817-7678
WWW.COMPLIANCEPOSTER.COM

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CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Resolution

Continued from:

Requested Action (Identify appropriate Action or Motion)
ADOPT RESOLUTION AUTHORIZING THE CITY CLERK TO RECORD WITH BROWARD COUNTY THE CITY'S OFFICIAL RIGHT-OF-WAY MAP INDICATING ALL OF THE CITY-OWNED PUBLIC RIGHTS-OF-WAY, WHICH MAP IS IDENTIFIED IN ATTACHED EXHIBIT "A" AND IS INCORPORATED BY REFERENCE INTO THIS RESOLUTION

Purchasing Requests ONLY		
Dept:	Acct #:	Amt:
Fund:		

Fiscal Impact/Cost Summary

Exhibits Attached
Memo on ROW Map, R-2022- Right-of-Way Map Authorization to Record with Broward County, R-2022- Right-of-Way Map Authorization to Record with Broward County Exhibit A

CITY OF DANIA BEACH
CITY ATTORNEY'S OFFICE

MEMORANDUM

DATE: November 21, 2022

TO: Honorable Mayor and Commissioners

FROM: Eve A. Boutsis, City Attorney Eve A. Boutsis Digitally signed by Eve A. Boutsis Date: 2022.11.09 15:36:14 -05'00'

SUBJECT: Official Right-of-Way Map

The Request

To approve the recording with the Clerk of Courts for Broward County the City's official right-of-way map.

Background

The City has not officially ever adopted an official right-of-way map indicating all the city-owned public rights-of-way. The City would like to create its official right-of-way map which would ensure "clear" title to the City of its streets, roads and alleys. The City has completed its due diligence and desires to adopt an official right-of-way map, which reflects all the dedicated City roads for public transportation purposes as provided for pursuant to Section 95.361, Florida Statutes. Section 95.361(3), of the Florida Statutes provides that the "filing of a map in the office of the clerk of the circuit court of the county where the road is located showing the lands and reciting on it that the road has vested in the municipality is considered prima facie evidence of City ownership of the listed rights-of-way. Pursuant to the statute, the filing of the City's right-of-way map would be considered prima facie evidence of ownership and control of said identified rights-of-way.

Recommendation

That the City Commission authorize the Mayor to sign off on the filing of the City's official right-of-way map, and for the City Clerk to file same with the Clerk of Courts for Broward County.

Budgetary Impact

No budgetary impact anticipated.

EAB:la
Attachment: Official Right-of-Way Map
cc: Ana M. Garcia, ICMA-CM, City Manager
Candido Sosa-Cruz, ICMA-CM, Deputy City Manage
Fernando Rodriguez, Director of Public Services

RESOLUTION NO. 2022-175

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE CITY CLERK TO RECORD WITH BROWARD COUNTY THE CITY'S OFFICIAL RIGHT-OF-WAY MAP INDICATING ALL OF THE CITY-OWNED PUBLIC RIGHTS-OF-WAY, WHICH MAP IS IDENTIFIED IN ATTACHED EXHIBIT "A" AND IS INCORPORATED BY REFERENCE INTO THIS RESOLUTION; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City has not officially ever adopted an official right-of-way map indicating all the city-owned public rights-of-way; and

WHEREAS, the City has completed its due diligence and desires to adopt an official right-of-way map, which reflects all the dedicated City roads for public transportation purposes as provided for pursuant to Section 95.361, Florida Statutes; and

WHEREAS, Section 95.361(3), of the Florida Statutes provides that the "filing of a map in the office of the clerk of the circuit court of the county where the road is located showing the lands and reciting on it that the road has vested in the municipality is considered prima facie evidence of City ownership of the listed rights-of-way"; and

WHEREAS, the filing of the City's right-of-way map would be considered prima facie evidence of ownership and control of said identified rights-of-way; and

WHEREAS, the City Commission authorizes the Mayor to sign off on the filing of the City's official right-of-way map, and for the City Clerk to file same with the Clerk of Courts for Broward County;

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

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

Section 2. That the Mayor is authorized to sign-off on the filing of the City's official right-of-way map, and for the City Clerk to file same with the Clerk of Courts for Broward County, which map is attached to this Resolution, incorporated by reference, as Exhibit "A".

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

Section 4. That this Resolution shall be in full force and become effective upon its passage and adoption.

PASSED AND ADOPTED on November 21, 2022.

ATTEST:

_____	_____
THOMAS SCHNEIDER, CMC	ARCHIBALD J. RYAN IV
CITY CLERK	MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

_____
EVE A. BOUTSIS
CITY ATTORNEY

DANIA BEACH
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STREETS CITY OF DANIA BEACH 2022

City Limits

Road Jurisdiction

- County Road
- State Road
- Private Road
- City Road

Source: Broward County / Public Services City of Dania Beach 2022

Esri Community Maps Contributors, FDEP, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Consent Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)
APPROVE THE RESOLUTION PROVIDING FOR APPROPRIATION OF FUNDS FOR FISCAL YEAR 2021-2022.

Purchasing Requests ONLY		
Dept:	Acct #:	Amt:
Fund:		

Fiscal Impact/Cost Summary

Exhibits Attached
Memorandum, Resolution | Exhibit "A"

CITY OF DANIA BEACH
DEPARTMENT OF FINANCE
MEMORANDUM

DATE: November 21, 2022

TO: Honorable Mayor and Commissioners

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

VIA: Frank DiPaolo, Chief Financial Officer Frank DiPaolo 2022.11.15 08:39:53 -05'00'

SUBJECT: Resolution amending the fiscal year 2021-22 budget providing for additional funding appropriations in the General Fund, Sewer Fund, and Marina Fund

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REQUEST

The Finance Department requests approval of a resolution amending the fiscal year 2021-22 budget providing for additional funding appropriations in the General Fund, Sewer Fund, and Marina Fund.

BACKGROUND

Upon review of the fiscal year 2021-22 actual revenue and expenditures, the Finance Department recommends several necessary budget amendments.

Police and Firefighter Pension Supplement

Each year, the City receives surplus premium tax funds that must be remitted to the Firefighters' Pension Trust Fund and Municipal Police Officers' Retirement Trust Fund under Florida Statutes Chapter 175 and 185, respectively. The amount is not known until it is received and therefore, is not budgeted. For fiscal year 2021-22, the City received $303,654.26 for Police and $169,415.15 for Firefighters which must be remitted to the State within five days of receipt. Therefore, payment must be made before the budget can be amended.

Bulk Sewage Processing

The City collects sewage from users of the Sewer system and City sends the waste to the City of Hollywood for processing.

The total invoices for sewage processing exceeded the budget by $1,204,310.00. This was due to an increase in water consumption and sewer discharge precipitated by the increased residential and commercial development in the City. In addition, there are infiltration and inflow (I&I) issues that increase the amount of sewage flow to Hollywood for processing and Public Services is currently planning capital projects to correct the I&I problem.

Marina Fund Insurance

The City carries property and liability insurance on its properties, including the Marina. The marina commercial insurance policy premium for FY2021-22 was $98,936. Additionally, the City has an agreement with Westrec for management of the Marina and the City is responsible for the cost of

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Westrec's liability coverage, which totaled $11,225.00 for FY2021-22. These costs totaling $110,161.00 were not contemplated in the adopted FY2021-22 budget and therefore, a budget amendment is necessary. Further, the City has included these costs in the FY2022-23 adopted budget and so going forward, this will not be an issue.

ATTACHMENTS

Resolution
Exhibit "A" – End of Year Budget Amendment

BUDGETARY IMPACT

Upon adoption of the Resolution, the budget amendment detailed below and in Exhibit "A" will be posted, appropriating revenues and expenditures in the General, Sewer, and Marina Funds as follows:

General Fund Appropriations

Sources of Funds / Transfer From:		
Fire Chapter 175 Pension Supplement	001-00-00-312-51-00	$ 169,415.15
Police Chapter 185 Pension Supplement	001-00-00-312-52-00	303,654.26
Total Sources of Funds:		$ 473,069.41
Uses of Funds / Transfer To:		
Fire – Pension Supplement (State reimbursement)	001-22-01-522-22-12	$ 169,415.15
Police – Pension Supplement (State reimbursement)	001-21-01-521-22-11	303,654.26
Total Uses of Funds:		$ 473,069.41

Sewer Fund Appropriations

Sources of Funds / Transfer From:		
Contingency – Sewer Utility Collection	402-35-02-535-99-10	$ 1,204,310.00
Uses of Funds / Transfer To:		
Contractual Services – Sewer	402-35-02-535-34-10	$ 1,204,310.00

Marina Fund Appropriations

Sources of Funds / Transfer From:		
Marina Fund Contingency	406-72-09-575-99-10	$ 110,161.00
Uses of Funds / Transfer To:		
Insurance Coverage	406-72-09-575-45-10	$ 110,161.00

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RECOMMENDATION

Approve the resolution amending the fiscal year 2020-21 budget providing for additional funding appropriations in the General Fund, Water Fund, and Sewer Fund.

RESOLUTION NO 2022-176

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, PROVIDING FOR APPROPRIATION OF FUNDS FOR FISCAL YEAR 2021-2022; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on September 28, 2021, the City Commission of the City of Dania Beach adopted a City-wide budget for fiscal year 2021-22; and

WHEREAS, the City Administration's end-of-year review of City operations through September 30, 2022, projects an estimated need for additional funding appropriations in the General Fund, Sewer Fund, and Marina Fund for consideration by the City Commission and is attached as Exhibit "A", which is made a part of and incorporated into this Resolution by this reference;

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

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

Section 2. That the City Commission hereby amends the budget as shown in Exhibit "A", which is attached and made a part of this Resolution by this reference.

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

Section 4. That this Resolution shall be in force and take effect retroactively to September 30, 2022, upon its passage and adoption.

PASSED AND ADOPTED on November 21, 2022.

ATTEST:

_____
THOMAS SCHNEIDER, CMC
CITY CLERK

_____
ARCHIBALD J. RYAN IV
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

_____
EVE A. BOUTSIS
CITY ATTORNEY

EXHIBIT "A"

END OF YEAR BUDGET AMENDMENT FOR FY2021-22

General Fund Appropriations

Sources of Funds / Transfer From:		
Fire Chapter 175 Pension Supplement	001-00-00-312-51-00	$ 169,415.15
Police Chapter 185 Pension Supplement	001-00-00-312-52-00	303,654.26
Total Sources of Funds:		$ 473,069.41
Uses of Funds / Transfer To:		
Fire – Pension Supplement (State reimbursement)	001-22-01-522-22-12	$ 169,415.15
Police – Pension Supplement (State reimbursement)	001-21-01-521-22-11	303,654.26
Total Uses of Funds:		$ 473,069.41

Sewer Fund Appropriations

Sources of Funds / Transfer From:		
Contingency – Sewer Utility Collection	402-35-02-535-99-10	$ 1,204,310.00
Uses of Funds / Transfer To:		
Contractual Services – Sewer	402-35-02-535-34-10	$ 1,204,310.00

Marina Fund Appropriations

Sources of Funds / Transfer From:		
Marina Fund Contingency	406-72-09-575-99-10	$ 110,161.00
Uses of Funds / Transfer To:		
Insurance Coverage	406-72-09-575-45-10	$ 110,161.00

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Resolution

Continued from:

Requested Action (Identify appropriate Action or Motion)
ADOPT RESOLUTION AUTHORIZING THE PROPER CITY OFFICIALS TO ENTER INTO A MASTER RESEARCH AGREEMENT BETWEEN THE CITY OF DANIA BEACH AND FLORIDA ATLANTIC UNIVERSITY FOR THE CREATION OF A WATERSHED MASTER PLAN IN AN AMOUNT NOT TO EXCEED ONE HUNDRED THOUSAND DOLLARS ($100,000.00)

Purchasing Requests ONLY		
Dept:	Acct #:	Amt:
Fund:		

Fiscal Impact/Cost Summary

Exhibits Attached
Staff Report - Watershed, R-2022-177 FAU Master Research Agreement for Creation of a Watershed Master Plan , R-2022-177 FAU Master Research Agreement for Creation of a Watershed Master Plan Exhibit A

CITY OF DANIA BEACH
COMMUNITY DEVELOPMENT DEPARTMENT
STAFF REPORT

DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

DATE: November 21, 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

Candido Sosa-Cruz Digitally signed by Candido Sosa-Cruz Date: 2022.11.15 14:05:03 -05'00'

SUBJECT: Approval of a resolution authorizing the City to enter into an agreement with Florida Atlantic University for the creation of a Watershed Master Plan in association with the Watershed Planning Grant awarded to the City by the Florida Division of Emergency Management in the amount of $100,000.00.

Request

Community Development Department is requesting approval of a resolution authorizing the City to work with Florida Atlantic university (FAU) to create a Watershed Master Plan in associate with the Watershed Planning Grant awarded by the Florida Department of Emergency Management.

Background

The Florida Division of Emergency Management's Bureau of Mitigation has awarded the City of Dania Beach a Watershed Planning Grant for the purposes of creating a Watershed Master Plan. The City and Florida Atlantic University (FAU) desire to collaborate on research projects that will provide useful knowledge to the University students and direct benefits to the City of Dania Beach. Therefore, staff is requesting approval to into a Master Research Agreement with FAU for work on the Watershed Planning Grant to create a Watershed Master Plan for the City. The creation of a Watershed Master Plan can be used for the purposed of moving the City's rating up in the Community Rating System, (FRC) of the National Flood insurance Program (NFIP) and to increase resiliency.

The Department of Emergency Management (DEM) is aware of the partnership with FAU as they were part of the application process. DEM has confirmed that the City is not violating the Federal procurement guidelines by awarding the work to FAU on this grant. As such, staff is recommending that the City Commission waive the bidding requirement and enter into an agreement with FAU to work on this grant for the following reasons:

1. FAU is uniquely qualified for this project as DEM contracted directly with the FAU to complete Phase 1 of this project.
2. FAU provided DEM 2 demonstration projects one of which was Dania Beach, therefor FAU is only charging us ½ price
3. FAU is a State Vendor

Strategic Plan

This application supports City's Strategic Plan by furthering the following goals:

Principal 2 – Financially Sound
#2. Leverage City resources through grants, outside funding sources and partnerships.
#4. Development and invent in City infrastructure and facilities master plans.

Goal 2 – Investment in Upgrading City Infrastructure and Facilities
Value to our Neighbors and our Community
7. Protection of property and home values.

Budgetary Impact

The Florida Department of Emergency Management Watershed Planning grant is for $75,000.00 with the City's contribution of $25,000.00.

Recommendation

Community Development Department is recommending that the City Commission authorizing the City to enter into an agreement with Florida Atlantic University for the creation of a Watershed Master Plan in association with the Watershed Planning Grant awarded to the City by the Florida Division of Emergency Management in the amount of $100,000.00.

RESOLUTION NO. 2022-177

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO ENTER INTO A MASTER RESEARCH AGREEMENT BETWEEN THE CITY OF DANIA BEACH AND FLORIDA ATLANTIC UNIVERSITY FOR THE CREATION OF A WATERSHED MASTER PLAN IN AN AMOUNT NOT TO EXCEED ONE HUNDRED THOUSAND DOLLARS ($100,000.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Dania Beach and Florida Atlantic University (FAU) desire to collaborate on research projects that will provide useful knowledge to the University students and direct benefits to the City of Dania Beach; and

WHEREAS, the City of Dania Beach and FAU wish to enter into a Master Research Agreement to outline the terms of the collaboration, attached as Exhibit "A", a copy of which is made a part of and incorporated into this Resolution by this reference; and

WHEREAS, the Florida Department of Emergency Management ("FDEM") is aware of the partnership with FAU as they were part of the application process and FDEM has confirmed that the City is not violating the federal procurement guidelines by awarding the work to FAU; and

WHEREAS, the task order under the Master Research Agreement will be completed in coordination with a grant awarded by the Florida Division of Environmental Management in an effort to develop a Watershed Master Plan; and

WHEREAS, the City is requesting to waive the bidding requirement and enter into an agreement with FAU as the City and FAU jointly applied for the FDEM Watershed Planning Grant, FDEM contracted directly with FAU to complete Phase 1 of this project and FAU is a State Approved vendor; and

WHEREAS, the creation of a Watershed Master Plan can be used for the purpose of moving the City's rating up in the Community Rating System (FRC) of the National Flood Insurance Program (NFIP) and to increase resiliency;

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

Section 1. That the above "Whereas" clauses are ratified and confirmed as being true and correct, and they are made a part of and incorporated into this Resolution by this reference.

Section 2. That the proper City officials are authorized to execute an agreement with Florida Atlantic University and the City Manager and the City Attorney are authorized to make minor revisions to the Agreement as are deemed necessary and in the best interest of the City.

Section 3. That the City Commission of the City of Dania Beach approves the Master Research Agreement with Florida Atlantic University in a not to exceed amount of One Hundred Thousand Dollars ($100,000.00) for the completion of the Watershed Master Plan.

Section 4. That funding for this Watershed Master Plan in the amount of $100,000.00 will be made available and appropriated from the General Fund Unrestricted Reserve Account 001-15-01-515-3110.

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

Section 6. That this resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED on November 21, 2022.

ATTEST:

THOMAS SCHNEIDER, CMC CITY CLERK	ARCHIBALD J. RYAN IV MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

FLORIDA ATLANTIC UNIVERSITY
MASTER RESEARCH AGREEMENT
AGREEMENT # C–23-027

This Agreement is made by and between FLORIDA ATLANTIC UNIVERSITY Board of Trustees, having its business address at 777 Glades Road, P.O. Box 3091, Boca Raton, Florida 33431-0991(hereinafter "UNIVERSITY") and City of Dania Beach, a government applicant, having its business address at 100 W. Dania Beach Blvd, Dania Beach, FL 33004 (hereinafter "SPONSOR").

SUBJECT

The purpose of this Agreement is to Further the research objectives of UNIVERSITY and SPONSOR.

IT IS AGREED:

Article 1.0 RESEARCH PROJECT

1.1 UNIVERSITY agrees to undertake certain research (hereinafter "PROJECT') specifically described in Task Orders issued by SPONSOR to UNIVERSITY. TASK ORDERS will be incorporated in the form attached hereto as Appendix A. Each TASK ORDER will at a minimum include this information:

a) A unique and sequential identification number.
b) A Statement of Work (SOW) providing sufficient and reasonable details of the work.
c) Period of Performance of the identified SOW.
d) Deliverables and due dates for the deliverables.
e) Amount of financial support being provided to UNIVERSITY.

1.2 The PROJECT and all work assignments shall be carried out under the direction of a designated PROJECT DIRECTOR (hereinafter "PROJECT DIRECTOR") while employed by UNIVERSITY, and by others (e.g. technician, graduate student, postdoctoral fellow, or faculty member, hereinafter collectively referred to as PERSONNEL), as assigned by PROJECT DIRECTOR.

1.3 UNIVERSITY agrees that there shall be no change of PROJECT DIRECTOR without prior written approval of SPONSOR.

Article 2.0 TERM

2.1 The term of this Agreement extends for a period beginning on October 1, 2022 and continuing through September 30, 2027.

2.2 It is understood that each TASK ORDER will have its own TERM, but the period of

performance must be within the TERM of the Master Agreement. The Master Agreement may be extended for additional periods of time under terms mutually agreed upon in writing in a duly executed amendment to this agreement.

Article 3.0 FACILITIES AND EQUIPMENT

3.1 UNIVERSITY agrees to furnish such available laboratory facilities and equipment as it shall determine necessary for the PROJECT, other than that specifically provided by SPONSOR under this Agreement.

3.2 Parties agree that all equipment and supplies purchased with funds obtained as a result of this Agreement become the property of the UNIVERSITY.

Article 4.0 PAYMENT

4.1 This Master Agreement does not authorize UNIVERSITY to perform work nor to spend any funds. The funding will be noted and authorized in each TASK ORDER and a payment schedule will be specified for each TASK ORDER.

The foregoing payment by SPONSOR is acknowledged to be full and complete compensation for all work and obligations assumed under this Agreement.

Checks will be made payment to: Florida Atlantic University

Mail checks to: Florida Atlantic University
P.O. Box 198660
Atlanta, GA 30384-8660

The cost of these services will not exceed One Hundred Thousand Dollars ($100,000), payable pursuant to TASK ORDERS.

Article 5.0 REPORTS

5.1 The PROJECT DIRECTOR shall furnish SPONSOR with written reports and/or deliverables according to the schedule outlined in each TASK ORDER.

Article 6.0 PUBLICATION

6.1 SPONSOR recognizes that under University policy, the PROJECT results are non-confidential and agrees that PERSONNEL engaging in the PROJECT shall be permitted to present or publish at their own choosing, methods and results of the PROJECT, provided, however, that SPONSOR shall have been furnished copies of any proposal presentation or publication thirty (30) days in advance for review for patentable items or items deemed confidential as defined in article 7.0.

6.2 If SPONSOR believes that any planned publication contains a patentable development and wishes UNIVERSITY to file a patent application, upon written notice to UNIVERSITY, submission of such manuscript for publication shall be delayed for a reasonable time, not to exceed sixty (60) days, to permit the filing of a patent application(s) by UNIVERSITY.

6.3 Nothing in this Agreement shall entitle UNIVERSITY to disclose to others or publish any information disclosed to UNIVERSITY by SPONSOR which is confidential within the meaning of article 7.0 without the prior written approval of SPONSOR.

Article 7.0 CONFIDENTIALITY

7.1 UNIVERSITY acknowledges that SPONSOR may wish to disclose information which sponsor considers confidential, in furtherance of the PROJECT. SPONSOR acknowledges that UNIVERSITY has no mechanism to maintain or guarantee the confidentiality of information and cannot sustain liability for inadvertent or other disclosure of confidential information. These considerations notwithstanding, if any such information is disclosed by SPONSOR it shall be clearly marked "confidential information" and furnished in writing only to the PROJECT SUPERVISOR or orally disclosed to the PROJECT SUPERVISOR and reduced to writing by the SPONSOR within thirty (30) days of disclosure. Confidential information shall remain the property of the SPONSOR and for a period of three (3) years from the end of the Agreement shall not be used or disclosed to others except in furtherance of this Agreement. The foregoing obligation of non-use and non-disclosure shall not apply to:

a) Information which at the time of disclosure is in the public domain;

b) Information which after disclosure is published or otherwise becomes part of the public domain through no fault of the PROJECT SUPERVISOR;

c) Information which was in the possession of the PROJECT SUPERVISOR at the time of disclosure and was not acquired from SPONSOR under an obligation of confidentiality; or

d) Information which SPONSOR provides written permission to disclose.

Article 8.0 PATENT AND OTHER RIGHTS AND LICENSE OPTIONS

8.1 UNIVERSITY agrees to notify sponsor of any invention made by UNIVERSITY hereunder within thirty (30) days after receipt of an invention disclosure from the inventor.

8.2 UNIVERSITY shall retain all rights to inventions or discoveries, patentable or not, conceived solely by UNIVERSITY and shall prepare and prosecute all related patent applications. SPONSOR shall retain all rights to inventions or discoveries, patentable or

not, conceived solely by SPONSOR. Inventions or discoveries, patentable or not, made jointly by SPONSOR and UNIVERSITY shall be jointly owned by SPONSOR and UNIVERSITY, and UNIVERSITY shall prepare and prosecute all related patent applications and SPONSOR shall reimburse UNIVERSITY for one-half of the expense of all filing, prosecution and maintenance costs for all such patent applications and all issued patents. UNIVERSITY grants SPONSOR an option to secure an exclusive license to UNIVERSITY'S rights to said jointly-owned inventions and discoveries. The provisions of article 8.3, 8.4, 8.5, 8.6 and 8.7 shall apply to such an option.

8.3 SPONSOR shall indicate to UNIVERSITY in writing, within thirty (30) days of receipt of invention disclosure, whether it wishes UNIVERSITY to file a patent application on the invention, if applicable, or whether it wishes UNIVERSITY to register a copyrightable material.

8.4 UNIVERSITY agrees to grant and hereby grants SPONSOR an option to secure a royalty-bearing license under reasonable terms, with the right to make, use and sell, have made and have used, the claimed invention of any patent which is based on any invention conceived and reduced to practice during the term of this Agreement. Such option shall be in effect and exercisable for ninety (90) days from the date of filing of a U.S. patent application under this Agreement or for ninety (90) days from the date of receipt of notice of such a filing by SPONSOR whichever date is earlier.

8.5 The license, which will be exclusive, will include a royalty rate in an amount to be negotiated in good faith by both UNIVERSITY and SPONSOR at the time SPONSOR decides to exercise its option. SPONSOR shall have the rights under the license to sublicense and shall have the sole right to designate the terms of any sublicense, provided that UNIVERSITY shall receive, at a minimum, the royalty rate expressed in the license between UNIVERSITY and SPONSOR, and fifty percent (50%) of any other remuneration received by SPONSOR from sub-licensees.

8.6 At the time of exercise of the option, SPONSOR shall indicate in which foreign countries it wants a patent application filed. Rights to such foreign countries shall be included in the patent rights under any license between UNIVERSITY and SPONSOR.

8.7 SPONSOR shall reimburse UNIVERSITY for all filing, prosecution and maintenance costs for all patent applications and all issued patents filed at the request of SPONSOR. Any such patent applications shall become part of the patent rights in any license between UNIVERSITY and SPONSOR. SPONSOR shall also reimburse UNIVERSITY for all filing, prosecution and maintenance costs for all other patent applications and issued patents which become part of the patent rights in any license Agreement between UNIVERSITY and SPONSOR.

Article 9.0 TERMINATION

9.1 Either party may terminate this Master Agreement prior to the designated term by giving thirty (30) days written notice to the other. Terminating this Master Agreement will also terminate all TASK ORDERS that are still active unless the parties agree that the active Scopes of Work will be completed in which event those active projects will be completed under the terms of this Agreement and no further work will be accepted.

9.2 Upon early termination of this Master Agreement and TASK ORDERS, SPONSOR shall pay all costs accrued by UNIVERSITY as of the date of termination including non-cancelable obligations for the term of the Agreement, which shall include all appointments of research staff incurred prior to the effective date of the termination.

Article 10.0 LIABILITY AND NEGATION OF WARRANTY

10.1 Each party will be responsible for its own negligent acts or omissions, and the negligent acts or omissions of its officers, employees, servants, and agents when acting within the scope of their employment or agency, and each party agrees to be liable for any damage or injury resulting from said negligent acts or omissions, subject to the limitations provided under Section 768.28 of the Florida Statutes. Nothing contained herein, or in any term or to any party any remedy or defense available to such party under the laws of the State of Florida; (2) consent by a party to be sued except as authorized under Section 768.28 of the Florida Statutes; (3) a waiver of sovereign immunity; or (4) constituting a hold harmless agreement.

10.2 UNIVERSITY makes no representation other than those specified in this Agreement. UNIVERSITY makes no express or implied warranties of merchantability of fitness for any particular purpose of data or technical information derived from this RESEARCH PROJECT.

Article 11.0 ASSIGNMENT

11.1 This Agreement may not be assigned by SPONSOR without the prior written Agreement of UNIVERSITY.

Article 12.0 PUBLICITY

12.1 SPONSOR and UNIVERSITY agree that they will not use the name of the other party, nor of any member of ITS PERSONNEL, in any publicity, advertising, or news release without the prior written approval of the other.

Article 13.0 NOTICES

13.1 Notices, invoices, payments and other communications hereunder shall be deemed to have been made when delivered, sent by telex or telegram, or when mailed first class, postage prepaid, and addressed to the party at the address given below, or such other address as may hereafter be designated by notice in writing:

SPONSOR:

Name: City of Dania Beach, Florida
Address: 100 W. Dania Beach Blvd
Dania Beach, FL, 33004
Phone: (954) 924-6805 x 3645
e-mail: enorena@daniabeachfl.gov

FLORIDA ATLANTIC UNIVERSITY

For Administrative matters:

Miriam Campo
Assistant VP for Research
Office of Sponsored Programs
Division of Research
Florida Atlantic University
777 Glades Road, ADM 310
Boca Raton, Florida 33431-0991
campom@fau.edu

For Technical matters:

Principal Investigator: Hongbo Su
Address 777 Grades Load
Boca Raton, Florida 33431
(239) 250-2423
fbloetsc@fau.edu

Article 14.0 MISCELLANEOUS

14.1 UNIVERSITY and SPONSOR agree that the PROJECT SUPERVISOR AND PERSONNEL are acting as employees of UNIVERSITY and not as agents or employees of SPONSOR.

14.2 This Agreement shall be binding upon and inure to the benefit of the respective parties and their successors.

14.3 Mediation/Venue/Jurisdiction/Legal Fees. 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.

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**.

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.

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. Each party shall be responsible for its own legal fees and costs.

14.4 This Agreement may not be assigned by the SPONSOR without the written permission of UNIVERSITY.

14.5 This Agreement embodies the entire understanding of the parties and supersedes all prior agreements, oral or written, and all other communications between the parties relating to the subject matter hereof.

14.6 No amendment or modification of this Agreement shall be valid or binding upon the parties unless made in writing and signed by their duly authorized employees.

14.7. Upon termination of this Agreement, neither party shall have any liability to the other, except for any provisions of this Agreement which by their nature extend beyond the termination or expiration until fulfilled and shall bind the parties and their legal representatives, successors and assigns.

14.8 The parties shall abide by the Financial Conflict of Interest (FCOI) federal regulations (42 CFR Part 50 Subpart F and 45 CFR Part 94) revised effective September 26, 2011.

The parties hereto have caused this Agreement to be executed by duly authorized representatives effective as of the later date indicated below:

SPONSOR	**FLORIDA ATLANTIC UNIVERSITY**
_____	_____
Name: Archibald J. Ryan IV	Name: Miriam Campo
Title: Mayor	Title: Assistant VP for Research
Date: _____	Date: _____

Approved as to Legal Form and Correctness

_____
Eve A. Boutsis, City Attorney

APPENDIX A

FLORIDA ATLANTIC UNIVERSITY
MASTER RESEARCH AGREEMENT
TASK ORDER NO. XX

This TASK ORDER is issued under Master Research Agreement No. C-23-026, between Florida Atlantic University and the City of Dania Beach, Florida.

TO Issue Date:

Principle Investigator:

Project Title:

Period of Performance:

Funding Amount for this Task: $

Payment Schedule:

Deliverables:

The Statement of Work, line item budget and a budget justification are attached.

All the terms and conditions of the Master Research Agreement between UNIVERSITY AND SPONSOR shall apply in full to this TASK ORDER.

IN WITNESS WHEREOF, the parties have agreed and do hereby enter into this TASK ORDER.

SPONSOR	**FLORIDA ATLANTIC UNIVERSITY**
_____	_____
Name: ___ Archibald J. Ryan IV	Name: Miriam Campo
Title: ____ Mayor	Title: Assistant VP for Research
Date: _____	Date: _____

Approved as to Legal Form and Correctness

_____
Eve A. Boutsis, City Attorney

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Bids and Proposals

Continued from:

Requested Action (Identify appropriate Action or Motion)
ADOPT RESOLUTION AUTHORIZING THE AWARD OF INVITATION TO BID ("ITB") NO. 22-025, ENTITLED "REPAIRS TO HISTORIC NYBERG-SWANSON HOUSE AND WOMEN'S CLUB BUILDINGS" TO PERSONS SERVICES CORP., IN AN AMOUNT NOT TO EXCEED THIRTY-NINE THOUSAND SIX HUNDRED TWO DOLLARS AND FIFTY CENTS ($39,602.50); 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-NBSW-WC_Repair (004), R-2022- Persons Services Corp. Bid Award for Repairs to Historic Nyberg-Swanson House and Women's Club Buildings (ITB 22-025), Persons Services Corp. Agreement for Repairs to Historic Nyberg-Swanson House and Women's Club Buildings (ITB 22-025)

CITY OF DANIA BEACH
PUBLIC SERVICES DEPARTMENT

MEMORANDUM

DATE: November 21, 2022

TO: Honorable Mayor and Commissioners

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

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

RE: AUTHORIZATION TO AWARD ITB NO. 22-025 REPAIRS TO HISTORIC NYBERG-SWANSON HOUSE AND WOMEN'S CLUB BUILDINGS

Request

The Public Services Department (PSD) requests the adoption of a resolution authorizing the award of ITB No. 22-025 to Persons Services Corp. for the Repairs to the Historic Nyberg-Swanson House and Women's Club Buildings Project.

Background

The Historic Nyberg-Swanson House and Women's Club requires repair work to the buildings aimed primarily at addressing water intrusion through the window and roof soffit, as well as removing any moisture that may have come into the building. During this fiscal year, we will be seeking funding to undertake either a full historical renovation of the building or a regular restoration. It is anticipated that this work will be undertaken sometime in FY2024

The Project's Invitation to Bid (ITB) was advertised in the Sun-Sentinel on July 22, 2022 and posted on the City's website and on Demand-Star. Bids were opened publicly on August 19, 2022, with two responses being received. The ITB evaluation committee and the consulting project engineer reviewed the below proposals:

1.	Persons Services Corp.	$39,602.50
2.	Conengineers Builders LLC	$49,219.41

The Committee endorses the recommendation of the consulting project engineer in the selection of Persons Services Corp. as the lowest, most responsive, and responsible bidder.

\continued…

Budgetary Impact

The funding for the Repairs to the Historic Nyberg-Swanson House and Women's Club Buildings Project shall be provided from account number 301-18-12-519-63-10 in the amount not to exceed Thirty-Nine Thousand Six Hundred Two Dollars and Fifty Cents ($39,602.50) appropriated from the Capital Projects Fund - Nyberg-Swanson/Women's Club Account 301-18-12-519-63-10.

Recommendation

The Public Services Department recommends the City Commission adopt a resolution to award ITB No. 22-025 "Repairs to the Historic Nyberg-Swanson House and Women's Club Buildings" contract to Persons Services Corp. for an amount not to exceed $39,602.50.

RESOLUTION NO. 2022-178

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE AWARD OF INVITATION TO BID ("ITB") NO. 22-025, ENTITLED "REPAIRS TO HISTORIC NYBERG-SWANSON HOUSE AND WOMEN'S CLUB BUILDINGS" TO PERSONS SERVICES CORP. IN AN AMOUNT NOT TO EXCEED THIRTY-NINE THOUSAND SIX HUNDRED TWO DOLLARS AND FIFTY CENTS ($39,602.50); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Nyberg-Swanson House and Women's Club needs repairing to prevent water intrusion through the window and roof soffit; and

WHEREAS, the Public Services Department ("PSD") engaged Bender and Associates Architects to evaluate, design, and prepare construction documents for the necessary repairs; and

WHEREAS, on July 22, 2022, the City issued an Invitation to Bid ("ITB") No. 22-025 for "Repairs to Historic Nyberg-Swanson House and Women's Club Buildings" Project; and

WHEREAS, on August 19, 2022, the City received two responses to ITB No. 2022-025, shown below:

1. Persons Services Corp. $39,602.50
2. Conengineers Builders LLC $49,219.41; and

WHEREAS, the Bid Committee's, consisting of the Deputy Director/City Engineer, Project Manager, and CIP and Grants Administrator, assessment of the bid packages provided by the respondents, reviewed by the consultant project engineer, resulted in the selection of Persons Services Corp. 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 an agreement with Persons Services Corp. for the Repairs to Historic Nyberg-Swanson House and Women's Club Buildings Project in an amount not to exceed Thirty-Nine Thousand Six Hundred Two Dollars and Fifty Cents ($39,602.50).

Section 3. That funding will be appropriated from the Capital Projects Fund Account Number 301-18-12-519-63-10 in the amount not to exceed Thirty-Nine Thousand Six Hundred Two Dollars and Fifty Cents ($39,602.50).

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 November 21, 2022.

ATTEST:

THOMAS SCHNEIDER, CMC CITY CLERK	ARCHIBALD J. RYAN IV MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

AGREEMENT

THIS IS AN AGREEMENT ("Agreement") dated _____, 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 Persons Services Corp., ("Contractor") a foreign corporation registered to conduct business in Florida located at 4474 Halls Mill Road, Mobile, Alabama, with a local mailing address of 1835 South Perimeter Road, Suite 175, Fort Lauderdale, Florida 33309 and an email address of Pstevens@personsservices.com.

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.

Scope of Services. The Contractor agrees to provide construction services ("Services" or "Work") associated with the City's ITB (Invitation to Bid) No. 22-025 entitled "Repairs to Historic Nyberg-Swanson House and Women's Club Building", 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** project known as **"REPAIRS TO HISTORIC NYBERG-SWANSON HOUSE AND WOMEN'S CLUB BUILDINGS"** consists of minor repairs and improvements at both historic buildings as specified in Attachment 'A', architect drawings. In general repairs include:

A. Nyberg- Swanson House:

- Repair all damaged wood siding, facials, and window sills as required to stop water intrusion.
- Sealant around windows and doors and siding joints
- Patch or repair of all identified roof leaks

***Note**: it is understood that the existing roof is nearing the end of its lifespan. The intention of this project is to seal all existing leaks until full replacement can occur. Contractor shall inspect the roof to identify all leaks and repair as required.

B. Women's Club

- Repair all damaged wood siding, facias and window sills
- Install sealant around windows, doors and siding joints

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.

4.3 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 relating to 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 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.

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 **May 12, 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 fee of Thirty-Nine Thousand Six Hundred Two Dollars and Fifty Cents ($39,602.50) based on the tasks and associated fees attached as Exhibit "A" 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.

7.2.1 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.

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 Builts. 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.

(i) Employees Of The Contractor. 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. 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.

(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 directs 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.

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. safety

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:

21.1 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.**

21.2 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.

21.3 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.

21.4 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.

21.5 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.

21.6 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.

21.7 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.

21.8 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.

21.9 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.

21.10 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.

21.11 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.

21.12.1 "Preliminary" certificate means that certificates of insurance verifying all general insurance requirements (as noted below) must be included with ar Bid submittal on the date and time of the Bid opening. If the "preliminary" certificates are not included with a Bid submittal, then the City has the right to consider the submitted Bid as non-responsive on the date and time of the Bid opening. "Preliminary" Certificates may be issued without documentation of all "Special Provisions". However, Contractor does understand that all provisions, including "Special Provisions" noted below are expected to be fully documented on or attached to the "Official" Certificates of Insurance as described below.

21.12.2 "Official" Certificates of Insurance must be delivered to the City Clerk's office and Risk Manager of the City. If the "Official" certificates are not delivered before or on the fourteenth (14th) Business Day after the issuance by the City of the "Notice of Apparent Low Bidder", then the City has the right to consider the awarded Agreement to the successful Bidder as void and to negotiate a contract with the next lowest responsive and responsible Bidder.

"Special Provisions", as referenced below under each type of insurance requirement shall be fully confirmed on or attached to the "Official" certificates.

21.12.3 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.

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 price 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. Termination for Cause

If the Contractor 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, 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.

A. 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: Paul Steven, COO
Persons Services Corp.
1835 S. Perimeter Road, Suite 175
Fort Lauderdale, Florida 33309

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. 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. Reserved. 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. Licenses 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

ARCHIBALD J. RYAN IV
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS

EVE A. BOUTSIS
CITY ATTORNEY

ANA M. GARCIA, ICMA-CM
CITY MANAGER

CONTRACTOR:
Persons Services Corp., a foreign corporation registered to conduct business in Florida

WITNESSES:

_____
SIGNATURE

_____
PRINT Name

_____
SIGNATURE

_____
PRINT Name

_____
SIGNATURE

Paul Stevens
PRINT Name

Chief Operating Officer
Title

Date: _____

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, on _____, 2022 by Paul Stevens as Chief Operating Officer of Persons Services Corp., a foreign corporation registered to conduct business in Florida. He is personally known to me or has produced _____as identification.

My Commission Expires:

_____
Notary Public, State of _____

_____
Print Name :

EXHIBIT A

CITY OF DANIA BEACH, FLORIDA

REPAIRS TO HISTORIC NYBERG-SWANSON HOUSE AND WOMEN'S CLUB BUILDINGS

CITY INVITATION TO BID ("ITB.") NO. 22-025

Prepared by:

City of Dania Beach, Florida
100 W. Dania Beach Boulevard
Dania Beach, Florida 33004

JULY 22, 2022

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EXHIBIT “C”	PERFORMANCE BOND
EXHIBIT “D”	PAYMENT BOND
EXHIBIT “E”	BIDDER’S QUESTIONNAIRE
EXHIBIT “F”	SWORN STATEMENT UNDER SECTION §287.133(3)(a), F.S., FLORIDA STATUTES ON PUBLIC ENTITY CRIMES
EXHIBIT “G”	PREVAILING WAGE ORDINANCE
EXHIBIT “H”	NON-COLLUSION AFFIDAVIT
EXHIBIT “I”	INDEPENDENCE AFFIDAVIT
EXHIBIT “J”	REFERENCES
EXHIBIT “K”	BID BOND
EXHIBIT “L”	BID SECURITY
EXHIBIT “M”	ACKNOWLEDGMENT OF ADDENDA
EXHIBIT “N”	CERTIFICATION TO ACCURACY OF BID
EXHIBIT “O”	DRUG-FREE WORKPLACE CERTIFICATION

CITY OF DANIA BEACH, FLORIDA

INVITATION TO BID FOR
"REPAIRS TO HISTORIC NYBERG-SWANSON HOUSE AND WOMEN'S CLUB BUILDINGS"
ITB 22-025

NOTICE TO BIDDERS

NOTICE IS GIVEN that the City of Dania Beach, Florida (the "City" or "Owner") will be accepting sealed Bids for its **"REPAIRS TO HISTORIC NYBERG-SWANSON HOUSE AND WOMEN'S CLUB BUILDINGS, ITB 22-025".**

Bids will be accepted on DemandStar until August 19, 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 on **Wednesday, August 3, 2022, at 1:00 P.M. at the Dania Beach Women's Club located at 117 NW 1st Avenue, Dania Beach, FL 33004**. 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.

BID DOCUMENTS

Bids must be submitted electronically on DemandStar, the City's designated electronic bidding system. All bid document files must be clearly labeled "**REPAIRS TO HISTORIC NYBERG-SWANSON HOUSE AND WOMEN'S CLUB BUILDINGS, ITB 22-025".**

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: July 22, 2022

“REPAIRS TO HISTORIC NYBERG-SWANSON HOUSE AND WOMEN’S CLUB BUILDINGS”
ITB 22-025

SITE PLANS, DRAWINGS AND TECHNICIAL 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 **"REPAIRS TO HISTORIC NYBERG-SWANSON HOUSE AND WOMEN'S CLUB BUILDINGS".** The project consists of minor repairs and improvements at both historic buildings as specified in Attachment 'A', architect drawings. In general repairs include:

Nyberg- Swanson House

- Repair all damaged wood siding, facials, and window sills as required to stop water intrusion.
- Sealant around windows and doors and siding joints
- Patch or repair of all identified roof leaks

*__Note__: it is understood that the existing roof is nearing the end of its lifespan. The intention of this project is to seal all existing leaks until full replacement can occur. Contractor shall inspect the roof to identify all leaks and repair as required.

Women's Club

- Repair all damaged wood siding, facias and window sills
- Install sealant around windows, doors and siding joints

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 August 15, 2022.

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 Sates 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.

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 SPECIF ICATIONS

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

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 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.

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 ar Bid submittal on the date and time of the Bid opening. If the "preliminary" certificates are not included with a Bid submittal, then the City has the right to consider the submitted Bid as non-responsive on the date and time of the Bid opening. "Preliminary" Certificates may be issued without documentation of all "Special Provisions". However, Contractor does understand that all provisions, including

"Special Provisions" noted below are expected to be fully documented on or attached to the "Official" Certificates of Insurance as described below.

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 (14^{th}) Business Day after the issuance by the City of the "Notice of Apparent Low Bidder", then the City has the right to consider the awarded Agreement to the successful Bidder as void and to negotiate a contract with the next lowest responsive and responsible Bidder. "Special Provisions", as referenced below under each type of insurance requirement shall be fully confirmed on or attached to the "Official" certificates.

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 - BID PROTEST PROCEDURE

33.1 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.

33.2 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.

33.3 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.

33.4 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 34 - LITIGATION

34.1 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.

34.2 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.

34.3 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.

34.4 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. 22-025

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 22-025

"REPAIRS TO HISTORIC NYBERG-SWANSON HOUSE AND WOMEN'S CLUB BUILDINGS"

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 accelator rehabilitation and painting of sulfuric acid tank.

City Bid No. 22-025

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	**SURETY**
(Corporate Seal)	(Corporate Seal)
_____	_____
Signature	Signature
_____	_____
Name	Name
_____	_____
Title	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: **REPAIRS TO HISTORIC NYBERG-SWANSON HOUSE AND WOMEN'S CLUB BUILDINGS**

City's Bid No.: **22-025**

Date: _____ Amount: _____

The project consists of various repairs to both historic buildings.

BOND

Date (not earlier than Construction Contract Date): _____
Amount: _____

Modifications to this Bond: None _____ See Page(s) _____

CONTRACTOR AS PRINCIPAL
(Corporate Seal)

_____

SURETY
(Corporate Seal)

_____

Signature

Name

Title

Signature

Name

Title

(Any additional signatures please include at the end of page 5)

FLORIDA RESIDENT AGENT

Address

Telephone

Facsimile

1. **DEFINITIONS**

(A) **Claimant:** An individual or entity having a direct Contract with the Contractor or with a Subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's Subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

(B) **Construction Contract:** The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes to it.

(C) **Owner Default:** Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms of the Contract.

2. The Contractor and the Surety, jointly and severally bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated into this document by this reference.

3. With respect to the Owner, this obligation shall be null and void if the Contractor:

(A) Promptly makes payment, directly or indirectly, for all sums due Claimants, and

(B) Defends, indemnifies and holds harmless the Owner, its elected officials, employees, agents and Consultant from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for the payment for labor, materials or equipment furnished for use in the performance of the Work, pursuant to the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.

4. With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.

5. The Surety shall have no obligation to Claimants under this Bond until:

(A) Claimants who are employed by or have a direct Contract with the Contractor have given notice to the Surety (at the address described in paragraph 13) and sent a copy of the notice to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

(B) Claimants who do not have a direct Contract with the Contractor:

1. Have furnished written notice to the Contractor and sent a copy, or notice of it, to the Owner, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and

2. Have either received a rejection in whole or in part from the Contractor, or not received within thirty (30) days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and
3. Not having been paid within the above thirty (30) days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice of it, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.

6. If a notice required by paragraph four (4) is given by the Owner to the Contractor, or to the Surety, that is sufficient compliance.

7. When the Claimant has satisfied the conditions of paragraph 4, the Surety shall promptly and, at the Surety's expense, take the following actions:
   (A) Send an answer to the Claimant, with a copy to the Owner, within forty-five (45) days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
   (B) Pay or arrange for payment of any undisputed amounts.
8. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
11. The Surety waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work, part of the work is located, or after the expiration of one (1) year from the date: 1) on which the Claimant gave the required notice; or 2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of one (1) or two (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
13. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address show 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	**SURETY**
(Corporate Seal)	(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. 22-025.

_____

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: **REPAIRS TO HISTORIC NYBERG-SWANSON HOUSE AND WOMEN'S CLUB BUILDINGS**
City's Invitation to Bid No.: 22-025

_____
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

SURETY

_____
Name

_____
Address

FLORIDA RESIDENT AGENT

_____
Name

_____
Address

_____ _____
Phone Fax

OWNER

City of Dania Beach, Florida
100 West Dania Beach Boulevard
Dania Beach, Florida 33004
Telephone: (954) 924-6800
Facsimile: (954) 921-2604

PROJECT: REPAIRS TO HISTORIC NYBERG-SWANSON HOUSE AND WOMEN'S CLUB BUILDINGS
ITB No. 22-025

$ _____

Bid Due Date	**Bond Number**	**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)

IDENTITY OF SURETY
(Attach Power of Attorney)

_____
Corporate Name and Seal
(or other Full Legal Name)

Signature	Signature
Printed Name and Title	Printed Name and Title
Attest	Attest
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

CITY OF DANIA BEACH, FLORIDA

REPAIRS TO HISTORIC NYBERG-SWANSON HOUSE AND WOMEN'S CLUB BUILDINGS

CITY INVITATION TO BID ("ITB.") NO. 22-025

ADDENDUM # 1

Prepared by:

City of Dania Beach, Florida
100 W. Dania Beach Boulevard
Dania Beach, Florida 33004

AUGUST 3, 2022

CITY OF DANIA BEACH, FLORIDA

INVITATION TO BID FOR
"REPAIRS TO HISTORIC NYBERG-SWANSON HOUSE
AND WOMEN'S CLUB BUILDINGS"
ITB 22-025
ADDENDUM 1

TO ALL BIDDERS: PLEASE TAKE NOT E 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. EXHIBIT 'C' PERFORMANCE BOND IS UPDATED TO PROVIDE AN ACCURATE DESCRIPTION OF PROJECT WORK.

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 minor repairs and improvements at both historic buildings.

City Bid No. 22-025

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	**SURETY**
(Corporate Seal)	(Corporate Seal)
_____	_____
Signature	Signature
_____	_____
Name	Name
_____	_____
Title	Title
	Dated: _____, 20___

END OF PERFORMANCE BOND

CITY OF DANIA BEACH, FLORIDA

REPAIRS TO HISTORIC NYBERG-SWANSON HOUSE AND WOMEN'S CLUB BUILDINGS

CITY INVITATION TO BID ("ITB.") NO. 22-025

ADDENDUM # 2

Prepared by:

City of Dania Beach, Florida
100 W. Dania Beach Boulevard
Dania Beach, Florida 33004

AUGUST 4, 2022

CITY OF DANIA BEACH, FLORIDA
INVITATION TO BID FOR
"REPAIRS TO HISTORIC NYBERG-SWANSON HOUSE
AND WOMEN'S CLUB BUILDINGS"
ITB 22-025
ADDENDUM 2

MANDATORY PRE-BID MEETING
WEDNESDAY, AUGUST 3, 2022 AT 1:00PM

A mandatory pre-bid meeting for ITB 22-025 was held on site at the Dania Beach Women's Club. The meeting commenced at 1:08PM.

City Personnel Present:
John Quintero, Project Manager
Luis Burgos, Facilities Foreman
Carl Kallicharan, Facilities and Landscaping Operations Manager
David Salay, Consultant, Bender and Bender Architects
Sasha Ramos, Procurement Administrator

Potential Bidders:
Sign-in sheet attached.

Ms. Ramos called the meeting to order at 1:08PM and reviewed bid requirements with the potential bidders in attendance.
Mr. Salay then went over the scope of work for the Nyberg-Swanson House and Women's Club buildings.
Mr. Salay then conducted a walk-through of both project sites.

Questions and Answers:

1. Are permits required? No, the work required in the scope of work is minor repairs to both sites.
2. Do you need the original bid bond form? No, a copy of the completed form may be included in your bid submission.
3. What is the total project budget? $75,000.00
4. Do the metal shingles on the Nyberg-Swanson House need replacement and, if so, do you know where we can get them? Some of them may need replacement and the replacement must match what is existing. One company Mr. Salay knows of is Berridge Manufacturing.

The meeting concluded at 1:40PM

DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

PRE-BID MEETING SIGN-IN SHEET

Date: 8/3/2022 Time: 1:00 PM

Bid #: 22-025 Bid Name: UPDATES TO HISTORIC NYBERG-SWANSON HOUSE AND WOMEN'S CLUB BUILDINGS

PRINT NAME	COMPANY NAME	PHONE	EMAIL
KEVIN MORRISSEY	535 CONSTRUCTION	954 801 7363	KEVIN@535CONSTRUCTION.COM
Geoff Mullen	Intertech	786.474.1154	iccbuildestimating@gmail.com
DAVID SALAY	BENDER & ASSOCIATES ARCHITECTS	305.296.1347	DSALAY@BENDERARCHITECTS.COM
Roger O Cordoba	Persons Services	305-609-4936	RCORDOBA@personsservices.com
MUHAMMAD KHAN	KHAN BUILDERS	754.215.9650	MKHAN@KHANBUILDERSINC.COM
Jaime Ocampo	Lonengineers Builders	954 849 7322	info@lonengineers.com

EXHIBIT B

PERSONS
SERVICES CORP.

TECHNICAL AND COMMERCIAL PROPOSAL

In Response to ITB No.22-025 City of Dania Beach – Repairs of Historic Nyberg-Swanson House & Women's Club Buildings

Safety, Quality, and Performance Since 1978

© Persons Services Corporation Proprietary

EXHIBIT "A"

BIDDER QUALIFICATIONS

ITB NO. 22-025

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: Persons Services Corp.

Address: 1835 S Perimeter Rd suite 175

City, State, Zip: Fort Lauderdale, FL 33309 Telephone/Fax: 954-616-5106

2. Specify type of entity Check One: Corporation (X) Partnership ( ) Individual ( )
Other ( )_____SPECIFY
3. If Corporation, state:
Date of Incorporation: 04/03/2019 State in which Incorporated: Alabama

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:

Buddy Persons President	2/09/2021
Bryan Shuford VP	2/9/2021
Paul Stevens COO	2/9/2021

6. The length of time in business: 43 years

7. The length of time (continuous) in business in Florida: 4 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

ReBuild FL	ReBuild South Carolina
Project Title	Project Title
Tallahassee, FL	Columbia, SC
Address	Address
State of Florida	State of South Carolina
Owner	Owner
850-717-8538	803-608-9079
Owner's Telephone Number	Owner's Telephone Number
$17 million	$22 million
Contract Value	Contract Value
80% — 8/2023	100% — 12/2021
Percent Complete — Completion Date	Percent Complete — Completion Date

ReBuild NC	EnVision 200
Project Title	Project Title
Raleigh, NC	USVI
Address	Address
State of North Carolina	Virgin Islands Housing Finance Authority
Owner	Owner
352-322-1156	
Owner's Telephone Number	Owner's Telephone Number
$9 million	$25 million
Contract Value	Contract Value
100% — 10/2021	10% — 11/2023
Percent Complete — Completion Date	Percent Complete — Completion Date

USA Modular
Project Title

Mobile, AL
Address

University of South Alabama
Owner

251-295-2581
Owner's Telephone Number

$10 million
Contract Value

100% 6/2022
Percent Complete Completion Date

Squid Ink Roof Repair
Project Title

Mobile, AL
Address

Pannini Pete
Owner

251-243-3238
Owner's Telephone Number

$136,000
Contract Value

100% 3/2022
Percent Complete Completion Date

Burnham Vital Care
Project Title

Mobile, AL
Address

John McKinney
Owner

251-234-9644
Owner's Telephone Number

$331,000
Contract Value

100% 6/2022
Percent Complete Completion Date

Family Dollar - TN
Project Title

Dyer, TN
Address

Murray Farmer
Owner

251-802-0322
Owner's Telephone Number

$755,805
Contract Value

100% 7/2022
Percent Complete Completion Date

Whataburger - St. Johns, FL	St. Paul Science Lab
Project Title	Project Title
St. Johns, FL	Mobile, AL
Address	Address
Alyssia Lester	Pam Andrews
Owner	Owner
210-420-7590	251-461-2130
Owner's Telephone Number	Owner's Telephone Number
$2 million	$1 million
Contract Value	Contract Value
100% 4/2022	100% 3/2022
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

CITY OF FORT LAUDERDALE BUSINESS TAX YEAR 2020-2021

Business Tax Division
100 N ANDREWS AVE | FORT LAUDERDALE, FL 33301 | (954) 828 - 5195

Business ID: BT-GEN-20060023 **Business Name:** PERSONS SERVICES CORP.

Business Address: 1835 S. PERIMETER RD. # 175

ELIANA HURTADO
PERSONS SERVICES CORP
1835 S. PERIMETER RD. Suite # 175 Suite #175
FORT LAUDERDALE FL 33309

TAX CATEGORIES

418300 PROFESSIONAL OFC (ADMINISTRATION)

Contact: ELIANA HURTADO
Business Email: Ehurtado@Personsservices.Com

- This Receipt is issued for the period commencing October 1st and ending September 30th of the years shown above.
- If you have closed or moved out of the city, please email businesstax@fortlauderdale.gov and include the Business ID #.
- A transfer of business location within city limits is subject to zoning approval. Complete a Business Tax Transfer Application online to obtain the necessary approval. A transfer fee of 10% of the Business Tax fee applies, not less than $3.00, no more than $25.00.
- If you have sold your business, please email a copy of the Bill of Sale to businesstax@fortlauderdale.gov and include the Business ID #. A transfer of ownership will incur a transfer fee of 10% of the Business Tax fee, not less than $3.00, no more than $25.00.

Please be advised that this issuance of a Business Tax Receipt establishes that the business you intend to conduct is a use permitted by the City Zoning Code for the location at which you intend to operate. The issuance of a Business Tax Receipt in no way certifies that the property located at this address is in compliance with other provisions of the City Code of Ordinances.

EXHIBIT "B"

BID FORM

ITB 22-025

"REPAIRS TO HISTORIC NYBERG-SWANSON HOUSE AND WOMEN'S CLUB BUILDINGS"

Bid Form is posted on City Webpage and DemandStar

City of Dania Beach
ITB 22-022
Exhibit 'B' Bid Form

Description	Cost
Nyberg-Swanson House	
Repair all metal shingle roof leaks	$ 6,510.00
Repair damaged windows	$ 4,795.70
Install sealant at 2nd floor porch aluminum windows	$ 998.20
Repair flashing at all roof dormers, vents and chimney	$ 14,343.70
Total	$ 26,647.60

Women's Club	
Repair damaged windows	$ 2,104.90
Repair all damaged / rotted exterior siding	$ 8,137.50
Repair damaged wood under doors	$ 1,844.50
New painted plywood vent cover at south side	$ 868.00
Total	$ 12,954.90

Total Bid Amount	$ 39,602.50

Exhibits C & D Performance and Payment Bonds

Performance and payment bonds to be provided if awarded the contract for this ITB. See Exhibit L for Bid Security.

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? 43

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.

   N/A

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.

   Currently performing rehabilitation work for the State of Florida to repair hurricane damaged homes.

   Have completed over 200 homes in the last 18 months to include new roofs, new window installations, new door installations, replacement of siding and interior renovations.

4. Have you personally completed a plan for performance of the work?

   Yes

5. Have you ever failed to complete work awarded to you? If so, when, where and why?

   No

6. What equipment do you own that is available for work?

   Power tools and lifts. All safety equipment.

7. Has your company ever been debarred or held in default in Broward, Miami-Dade, or Palm Beach Counties or elsewhere by any other governmental entity? No

8. How many employees (Contractors only) will be assigned to perform the services? 4

9. How many supervisors will be assigned to perform the services? 1

10. Will personnel be part of a regular crew assigned to perform the services?

Yes X No_____

11. Will you be able to provide service for emergency situations? Yes X No_____

If so, how much notice is required? 24 hours

12. What equipment do you own that is available to complete the Project?

Lifts, Power tools

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

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

STEVENS, PAUL

PERSONS SERVICES CORP.
4474 HALLS MILL RD
MOBILE AL 36693

LICENSE NUMBER: CGC1527992

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE PLUMBING CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

STEVENS, PAUL

PERSONS SERVICES CORP.
4474 HALLS MILL RD.
MOBILE AL 36693

LICENSE NUMBER: CFC1431578

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com

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Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE ROOFING CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

STEVENS, PAUL

PERSONS SERVICES CORP.
4474 HALLS MILL RD
MOBILE AL 36693

LICENSE NUMBER: CCC1332838

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com

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Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

STEVENS, PAUL

PERSONS SERVICES CORP.
4474 HALLS MILL RD
MOBILE AL 36693

LICENSE NUMBER: CUC1225930

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Detail by Entity Name

Foreign Profit Corporation
PERSONS SERVICES CORP.

Filing Information

Document Number	F19000002589
FEI/EIN Number	63-1237523
Date Filed	05/21/2019
State	AL
Status	ACTIVE

Principal Address

4474 HALLS MILL RD.
MOBILE, AL 36693

Mailing Address

4474 HALLS MILL RD.
MOBILE, FL 36693

Registered Agent Name & Address

REGISTERED AGENT SOLUTIONS, INC.
155 OFFICE PLAZA DR.
SUITE:A
TALLAHASSEE, FL 32301

Officer/Director Detail

Name & Address

Title President

PERSONS, JR., PAUL F
4474 HALLS MILL RD.
MOBILE, AL 36693

Title Director

PERSONS, SR., PAUL F
4474 HALLS MILL RD.
MOBILE, AL 36693

Title Secretary

SHUFORD, BRYAN
4474 HALLS MILL RD.
MOBILE, AL 36693

Title COO

Stevens, Paul
4474 HALLS MILL RD.
MOBILE, AL 36693

Annual Reports

Report Year	Filed Date
2020	01/15/2020
2021	04/12/2021
2022	04/06/2022

Document Images

04/06/2022 -- ANNUAL REPORT	View image in PDF format
04/12/2021 -- ANNUAL REPORT	View image in PDF format
01/15/2020 -- ANNUAL REPORT	View image in PDF format
05/21/2019 -- Foreign Profit	View image in PDF format

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. 22-025.

2. This sworn statement is submitted by: Paul Stevens
(name of entity submitting sworn statement)

its business address is: 1835 S Perimeter Rd suite 175
Fort Lauderdale, FL 33309

Federal Identification Number (FEIN) is: 63-1237523
(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: Paul Stevens
(PRINT NAME of individual signing this document)

and my relationship to the entity is: Partner
(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)

_____ August 16th, 2022

SIGNATURE (of person whose name first appears above) Date

STATE OF FLORIDA)

COUNTY OF Brevard)

Sworn to and subscribed before me on August 16, 2022, by Paul Stevens, as COO of Persons Services Corp, a _____ corporation/partnership, on behalf of the corporation/partnership who (check one) [X] is personally known to me or [ ] has produced _____ as identification.

MEGAN YANY
Notary Public - State of Florida
Commission # HH 074418
My Comm. Expires Dec 21, 2024
Bonded through National Notary Assn.

_____
Signature of Notary Public

Megan Yany
PRINTED Name of Notary

My commission expires: Dec 21, 2024

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: **REPAIRS TO HISTORIC NYBERG-SWANSON HOUSE AND WOMEN'S CLUB BUILDINGS**
City's Invitation to Bid No.: 22-025

Persons Services Corp.
Name of Bidder

SIGNATURE of Bidder or Authorized Agent of Bidder

Paul Stevens
PRINT Name of Bidder or Authorized Agent of Bidder

COO
Title

August 16th, 2022.
Date

STATE OF FLORIDA)
) ss:
COUNTY OF Broward)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared ☒ physical presence or ☐ online notarization, on 08/16/22 as COO, of Persons Services Corp, 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.

MEGAN YANY
Notary Public - State of Florida
Commission # HH 074418
My Comm. Expires Dec 21, 2024
Bonded through National Notary Assn.

Signature of Notary Public

Megan Yany
PRINTED Name of Notary

My commission expires: Dec 21, 2024

EXHIBIT "I"
INDEPENDENCE AFFIDAVIT

The undersigned individual, being duly sworn, deposes and says that:

I am Paul Stevens of Persons Services Corp., 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)

Paul Stevens

Print Name

EXHIBIT I – (CONTINUED)

COO
Title

August 16th, 2022
Date

STATE OF FLORIDA
COUNTY OF Broward

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared ☒ physical presence or ☐ online notarization, on 08/10/22 as COO, of Persons Services Corp 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.

MEGAN YANY
Notary Public - State of Florida
Commission # HH 074418
My Comm. Expires Dec 21, 2024
Bonded through National Notary Assn.

Notary Public

Megan Yany
PRINT Name of Notary Public

My commission expires: Dec 21, 2024

EXHIBIT "J"

REFERENCES

Bidder shall provide a minimum of three references.

Name of company: Farmer & Associates, Inc

Address: 740 Museum Dr Mobile, Alabama 36608

Telephone number: 251-802-0322

Email address: murrayfarmer@gmail.com

Principal contact person(s): Murray Farmer

Year contract initiated and terminated: 8/2021 - 5/2022

Name of company: Ferguson / Wolseley Industrial

Address: 12500 Jefferson Avenue, Newport News, Virginia 23602

Telephone number: 615-207-8452

Email address: jeff.hargis@ferguson.com

Principal contact person(s): Jeff Hargis

Year contract initiated and terminated: 4/2017-11/2017

Name of company: State of Florida / DEO

Address: 2001 SW 117th Ave, Miami, Florida 33175

Telephone number: 850-717-8538

Email address: ashley.mahon@deo.myflorida.com

Principal contact person(s): Ashley Mahon

Year contract initiated and terminated: 4/2020 - current

Exhibits K Bid Bond

Please see Exhibit L for Bid Bond Security

EXHIBIT "L"

BID SECURITY

REGIONS

CASHIER'S CHECK

61-1/620 5507152848

08/16/2022

Persons Service Corp /

Purchaser / Purchased For

TEN THOUSAND DOLLARS AND 00 CENTS

PAY TO THE ORDER OF: City of Dania

$10,000.00

Security Features Details on Back

Authorized Signature

Regions Bank

Branch AL00050
CC000050

⑈5507152848⑈ ⑆062000191⑆ 0000074265 1⑈

Client#: 21987 PERSE

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/15/2022

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

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

PRODUCER	CONTACT NAME: Katie H. Gilmore, CISR	
Lyon Fry Cadden Insurance A Higginbotham Partner PO Box 160927 Mobile, AL 36616	PHONE (A/C, No, Ext): 251 473-4600	FAX (A/C, No): 251-450-0032
	E-MAIL ADDRESS: kgilmore@higginbotham.net	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Persons Services Corp. 4474 Halls Mill Road Mobile, AL 36693	INSURER A : Middlesex Insurance Company	23434
	INSURER B : Midwest Employers Casualty Company	23612
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			A0060738001	07/19/2022	07/19/2023	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$500,000
	X PD Ded:1,000						MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$3,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			A0060738002	07/19/2022	07/19/2023	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
	X Drive Oth Car							$
A	UMBRELLA LIAB X OCCUR			A0060738003	07/19/2022	07/19/2023	EACH OCCURRENCE	$10,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$10,000,000
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			MEWC276903	01/01/2022	01/01/2023	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y	N / A					E.L. EACH ACCIDENT	$1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000

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

CERTIFICATE HOLDER

Sample

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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KHG

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)
Addendum #1				
Addendum #2				

Received:

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 COO of Persons Services Corp., 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)

Paul Stevens
Print Name

COO
Title

August 16th, 2022
Date

STATE OF FLORIDA
COUNTY OF Broward

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared ☒ physical presence or ☐ online notarization, on 08/16/22 as COO, of Persons Services Corp, 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.

MEGAN YANY
Notary Public - State of Florida
Commission # HH 074418
My Comm. Expires Dec 21, 2024
Bonded through National Notary Assn.

Notary Public

Megan Yany
PRINT Name of Notary Public

My commission expires: Dec 21, 2024

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 Paul Stevens the
(**PRINT** Name of Authorized Agent)

COO of Persons Services Corp.
(Title) (Bidder Name)

who does certify that said Company has implemented a drug-free workplace program, which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

SIGNATURE

August 16th, 2022
DATE

City of Dania Beach
ITB 22-022
Exhibit 'B' Bid Form

Description	Cost
Nyberg-Swanson House	
Repair all metal shingle roof leaks	$ 6,510.00
Repair damaged windows	$ 4,795.70
Install sealant at 2nd floor porch aluminum windows	$ 998.20
Repair flashing at all roof dormers, vents and chimney	$ 14,343.70
Total	$ 26,647.60

Women's Club	
Repair damaged windows	$ 2,104.90
Repair all damaged / rotted exterior siding	$ 8,137.50
Repair damaged wood under doors	$ 1,844.50
New painted plywood vent cover at south side	$ 868.00
Total	$ 12,954.90

Total Bid Amount	$ 39,602.50

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Resolution

Continued from:

Requested Action (Identify appropriate Action or Motion)
ADOPT RESOLUTION APPROVING THE SITE PLAN MODIFICATION (SP-035-20MOD) FOR PROPERTY OWNER PRH-DANIA BEACH, LLC, FOR PROPERTY LOCATED AT 901 E. DANIA BEACH BOULEVARD IN THE CITY OF DANIA BEACH, FLORIDA, AS LEGALLY DESCRIBED IN EXHIBIT "A", A COPY OF WHICH IS ATTACHED TO THIS RESOLUTION

Purchasing Requests ONLY		
Dept:	Acct #:	Amt:
Fund:		

Fiscal Impact/Cost Summary

Exhibits Attached
SP-035-20MOD Parkview, R-2022- PRH-Dania Beach, LLC (Parkview) Site Plan Modification (SP-035-20MOD), Parkview Plans, Parkview Place MOD Location Map, Parkview App and Backup, Dania Beach Apartments - Traffic Study 09 23 2022

CITY OF DANIA BEACH
COMMUNITY DEVELOPMENT DEPARTMENT
STAFF REPORT

DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

DATE: November 21, 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

Candido Sosa-Cruz
Digitally signed by Candido Sosa-Cruz
Date: 2022.11.07 15:08:42 -05'00'
Corinne Lajoie 10-17-22

SUBJECT: **SP-035-20MOD:** The property owner, PRH-Dania Beach LLC., is requesting a site plan modification approval to allow the construction of 354-unit 13-story multi-family building located 650 feet east of Gulfstream Road on East Dania Beach Boulevard.

Request

SITE PLAN MODIFICATION APPROVAL

The applicant is requesting Site Plan Modification approval for the construction of a 354-unit,13 -story multi-family residential building.

Property Information

CURRENT ZONING:	Gateway Mixed-Use (GTWY-MU)
LAND USE DESIGNATION:	Regional Activity Center
SITE ACREAGE:	4.73 gross acres/206,373SF
EXISTING USE:	VACANT
VIOLATIONS ON PROPERTY	None

Background

On December 14, 2021, the City Commission approved a Plat (via R-2021-199), a Variance to waive the landscape buffer between the wall and abutting property, a Design Variance to waive the active liner at street frontage, and a Site Plan (via R-2021-198) for the construction of a 14-story, multi-family building with 355 dwelling units, known as Parkview. The applicant has made significant changes to the building design and reduced the density by one (1) dwelling unit, which require City Commission approval.

The applicant is requesting approval to develop a vacant site located on East Dania Beach Boulevard, immediately east of Motel 6. The owner has revised the previously approved site plan to reflect the following changes:

- Reduced building height by 1 story (from 14-stories to 13-stories)
- Changed the density from 355 dwelling units to 354 dwelling units
- Changing from one tower to two towers
- Building finish has been changed from brown (wood appearance) to white

Site Plan

The applicant is proposing to modify a previously approved site plan to construct a new 13-story building containing 355 multi-family dwelling units at the subject site on East Dania Beach Boulevard. The site is surrounded by vacant land and mangroves, except on its west side, where the existing Motel 6 is located. The property is accessed by a single two-lane driveway. Five hundred and twenty-nine (529) parking spaces are provided, which includes a ten (10%) percent reduction for Transportation Demand Management programing (bicycle parking, nearby bus stop), as described in Section 265-91 of the City's Land Development Code.

The modified buildings are proposed to be 13 stories, and approximately 134 feet tall. This height is achieved through incentives contained in our Land Development Code for the mixed-use CRA zoning districts.

Traffic Study

The traffic study submitted by the applicant, dated as updated on August 2022 by Traftech Engineering, Inc. has been accepted by the City's traffic consultant.

Community Outreach

On October 28, 2022, the developer contacted the Sea Oaks Condominium Association notifying them of the modification request.

Impact Fees

Public Art: The City's Public Art Program specifies a fee to be paid into the Public Art fund by new development projects over $1 million in construction value. Based on the construction value provided by the applicant this project is estimated to contribute $250,000 into the City's Public Art fund. Alternatively, they may choose to install public art on site equal to half of the required contribution and provide payment into the City's Public Art fund equal to $125,000.

Recreation and Open Space Impact Fee: Per Resolution No. 2015-071, $1,364.00 per Multifamily Dwelling, must be paid for at time of building permit issuance. Therefore, applicant must pay $404,700.00 ($1,140 X 355 units).

RAC Traffic: The revised traffic study dated August 2022 prepared by TrafTech identified 128 PM peak hours trips, which amount to $2,721.28 in RAC Traffic Impact Fees (128 x $21.26 per p.m. peak hour trip; per R-2014-49).

Incentives

The applicant is proposing to utilization the public parking incentives in order to reach the proposed density of and building height. The applicant is choosing to provide payment in lieu of sixty (60) public parking spaces. The original application was submitted prior to the City Commission changing the payment in lieu of parking fee, therefore the original fee of $6,500 will apply. The applicant is proposing to provide payment for sixty (60) parking spaces, totaling $390,000.00 ($6,000 X 60) to earn an additional 6-stories of building height and thirty (30) additional dwelling units per acre. The payment must be paid prior to issuance of a building permit.

Development Review Committee (DRC)

The site plan was reviewed by the DRC on July 28, 2022, and again on August 25, 2022; the committee includes personnel from the BSO Fire, Public Services, the City's landscape consultant and Community Development Department's Planning Division. The applicant has several outstanding staff comments that must be addressed prior to issuance of a building permit, or otherwise specified time frame, which are provided below. The DRC comments are listed as conditions of approval in the site plan resolution and provided below.

Conditions of Approval:

1. Fire lane location and striping detail, demonstrated (FIRE)

2. "NO PARKING" sign locations and sign details demonstrated (FIRE).

3. A note or detail identifying the design load for surface compaction of all non-paved roadways and/or Fire Department Access Roads, where applicable (FIRE).

4. Show building accessibility (FIRE).

5. Load limits for bridges and grading for significant changes in elevation, if applicable (FIRE).

6. Identify Fire Department access routes during construction (FIRE).

7. A detail sheet accompanying the civil plans with the following details (FIRE):
    1. Fire hydrant detail
    2. Bollard/impact protection detail for hydrants, FDC's & DDCV's
    3. Roadway pavement marker (RON detail for fire hydrant locations, i.e. blue reflective markers.
    4. Post indicating valve detail, where applicable.
    5. Underground gate valve detail, where applicable.
    6. Background preventor/double detector check valve (DDCV) detail, where applicable, that identified the DDCV as being listed for fire use.
    7. Signage detail for the Fire Department connections, where applicable.

8. Address detail – contact the Dania Beach Fire Prevention office at 954-342-4262.

9. An egress plan demonstrating and dimensioning all common paths of trave and travel distances to all exits within the building and/or structures, including Life Safety Plan (FIRE).

10. The 12-inch watermain extension is required per Public Services Department. Detailed civil engineering plans and calculations are required during the building and ROW permitting process (ENGINEERING).

11. The city will upgrade the downstream lift station; however, the owner is required to install a private lift station onsite and connect to the City's FM (ENGINEERING).

12. Since the City of Dania Beach is approaching their sewer capacity with respect to the large user agreements, additional flows may generate the need to modify the agreement; thus, there may be

additional fees for the City of Hollywood to process the request. The Developer is responsible for all fees to update the agreement if required (ENGINEERING).

13. Pavement restoration for the full length of the property, including the connection of the city FM on Gulfstream Road, and to the median / center of the ROW is required. Further clarification of limits will be determined at the time of the pre-construction meeting (ENGINEERING).

14. The turn lane is required per FDOT's direction since the site is generating approximately 80 PM trips as shown on Figure 2 in the traffic study on page 8 of 60. A signed and sealed Traffic Study must be approved prior to DRC approval (ENGINEERING).

15. FDOT Driveway, Connection Permit, Drainage, Utility, Construction Agreement, and all other required FDOT permit must be provided during building permitting (ENGINEERING).

16. A new sidewalk along E. Dania Beach Boulevard is required. Applicant is responsible for all water and fire improvements to support the project (ENGINEERING).

17. All infrastructure and roadway improvements to support the development is the Applicant's responsibility (ENGINEERING).

18. Photometrics Plan is required for review and approval (ENGINEERING).

19. Provide drawing file (dwg or dgn) disk of the approved site plan in Florida State Plane Coordinate (NAD 83). This should be addressed as part of the final submittal (ENGINEERING).

20. Pavement markings for parking facilities shall be provided in conformance with the Manual on Uniform Traffic Control Devices, latest edition (ENGINEERING).

21. Additional comments may apply and will need to be addressed by the applicant prior to Building Permit approval (ENGINEERING).

22. All required Broward County / FDEP / ACOE / SFWMD approvals for proposed wetlands / mangrove impacts are required at the time of building permitting (ENGINEERING).

23. Environmental Resource Permit and BC Surface Water Management License must be provided for all drainage improvements during building permitting (ENGINEERING).

24. FDOH permit shall be required for WM extension must be provided during building permitting (ENGINEERING).

25. FDEP permit is required for the new FM connection (ENGINEERING).

26. A pre-construction meeting with Public Services is required. Please email hhenderson@cgasolutions.com to schedule (ENGINEERING).

27. All ROW / PW inspections for the ROW permit must be requested via PSInspections@daniabeachfl.gov (ENGINEERING).

28. Road closures require 3 weeks' notice and lane closures require 1 week notice. Please email hhenderson@cgasolutions.com for any road and / or lane closure (ENGINEERING).

29. Please note that density reports, record drawings of the approved civil plans, and an engineer's certification letter are required (ENGINEERING).

30. Include a civil sheer with the signing and marking plans and associated details. Include the signing and marking on the site plan. Sheet C-3A shows the Turn Land Plan, not the Signing and Striping Plan. Please include a signing and striping plan, as previously requested (TRAFFIC ENGINEER).

31. The proposed angel of the main access driveway with respect to Dania Beach Boulevard will make it difficult for vehicles existing the site to turn right onto Dania Beach Boulevard. Modify the alignment of the main project access driveway to a 90-degree alignment (TRAFFIC ENGINEER).

32. Provide 25% canopy mitigation for category 1 invasive species and clarify that the two Ficus trees on-site are native strangler fig (*Ficus aurea*) in the tree disposition table. Note: the provided survey appears to largely ignore the existing Australian pine and Brazilian pepper canopies present in the upland areas of the project. These canopy areas must be added prior to determining final mitigation requirements. Also note: Category 1 invasive species canopy is not subject to the 1.5 multiplier required for all non-invasive canopy (LANDSCAPING).

33. Include Section 275-100(D) which requires 2 category 1 trees in each VUA terminal parking peninsula. Currently, the table and design only reflect one tree in each terminal parking peninsula (LANDSCAPING).

34. On sheet L-200, the Mitigation Canopy Calculations table lists 79 trees contributing towards mitigation, but in the landscape data table on sheet L-1, the Total Trees row lists 95 required and 129 trees provided (a surplus of 34, not 79). Please reconcile the tree mitigation calculations accordingly (LANDSCAPING).

35. Applicant shall submit an updated environmental report, dated within the previous six months (ZONING).

36. Applicant shall provide evidence of recorded NVAL amendment to ensure the plat aligns with the site plan design or submit an amendment to the NVAL to match the access points identified on the site plan prior to issuance of a building permit (ZONING).

37. Applicant shall provide additional information regarding the generators on-site including design and maximum output. Generators shall be capable of operating the mechanical lifts in the event of a power failure (ZONING).

38. Provide evidence of required FAA coordination and applicability/compliance with noise mitigation requirements of Article 221 (ZONING).

39. Ensure floor plans are reflective of proposed balconies included in rendered images. For example, corner balconies on south façade appear much deeper in rendered images than what appears to be shown on plan sets, Include all balcony dimensions on plan sheets. Label all balconies (ZONING).

40. Applicant confirmed east driveway reserved for emergency access and proposed design relies upon signage to deter drivers. Defer to city to ensure emergency access driveway signage is sufficient and additional barriers not required such as gate with Knox box. Refer to fire comments (ZONING).

41. Per Sec. 265-50 – mark guest spaces in garage. Provide detail image of proposed signage (ZONING).

42. Recreation and Open Space Impact Fee: Per Resolution No. 2015-071, $1,364.00 per Multifamily Dwelling, must be paid for at time of building permit issuance. Therefore, applicant must pay $404,700.00 ($1,140 X 355 units) (ZONING).

43. RAC TRAFFIC IMPACT MITIGATION: Per resolution No. 2014-049, which established a rate of $21.26 per p.m. peak hour trip. Traffic study provided with previous submission by TrafTech Engineering as revised 5/6/20 which identified 128 PM trips therefore impact fee of $2,721.28 due prior to issuance of a building permit (ZONING).

44. For all projects resulting in buildout of the site, such that construction staging cannot occur on site, must obtain Staging Plan approval by the Community Development Director prior to issuance of a building permit. The Staging Plan must include, but is not limited to, location of equipment and material during construction (ZONING).

45. For all projects resulting in buildout of the site, such that construction staging cannot occur on site, the applicant must obtain Maintenance of Traffic Plan approval by the City Engineer for period of construction prior to issuance of a building permit (ZONING).

46. PUBLIC ART PROGRAM: Per Article 811, the City's Public Art Program specifies a fee to be paid into the Public Art fund by new development projects over $1 million in construction value. Based on the construction value provided by the applicant this project is estimated to contribute $250,000 into the City's Public Art fund. Alternatively, they may choose to install public art on site equal to half of the required contribution and provide payment into the City's Public Art fund equal to $125,000 (ZONING).

47. The applicant is choosing to provide payment in lieu of sixty (60) public parking spaces, utilizing the Public Parking Incentive, to earn an additional 6-stories of building height and thirty (30) additional dwelling units per acre. The cost of this is $390,000.00, which must be paid prior to issuance of a building permit.

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.

- 3.3 Have a range of housing options: types and price points
- 4.4 Maintain and enhance community walkability/bike ability

Value to Our Neighbors and Our Community

- 3.2 Protection and enhancement of property values.
- 3.5 More walkable Community

Budgetary Impact

Approval of the Site Plan will enable this undeveloped site to be developed, expanding the City tax roll. The project will also pay the following fees:

- Public Art based on value of construction, up to $250,000 at the time of permitting)
- Park and Recreation (open space) equal to $404,700.00
- RAC Transportation Impact fees $2,721.28
- Payment in lieu of parking $390,000.00

Recommendation

This application meets the requirements of Article 635 with respect to site plan approvals, and the Applicant has provided all necessary documentation for the approvals requested.

Therefore, staff is recommending that the City Commission approve the resolution approving the Site Plan modification for the project, with the remaining DRC comments as conditions of approval.

RESOLUTION NO. 2022-179

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE SITE PLAN MODIFICATION (SP-035-20MOD) FOR PROPERTY OWNER PRH-DANIA BEACH, LLC, FOR PROPERTY LOCATED AT 901 E. DANIA BEACH BOULEVARD IN THE CITY OF DANIA BEACH, FLORIDA, AS LEGALLY DESCRIBED IN EXHIBIT "A", A COPY OF WHICH IS ATTACHED TO THIS RESOLUTION; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Greenspoon Marder, LLP, on behalf of PRH-Dania Beach, LLC (the "Applicant") is requesting approval of a Site Plan Modification (SP-035-20MOD) to permit the future development and construction of multi-family for property located at 901 E. Dania Beach Boulevard in the City of Dania Beach, Florida (the "City") as legally described in Exhibit "A", a copy of which is made a part of and incorporated into this resolution by this reference; and

WHEREAS, the City Code of Ordinances, Chapter 28, entitled, "Land Development Code" ("LDC") of Part 6, entitled, "Development Review Procedures and Requirements," of Article 635, entitled, "Site Plans" of Section 635-20(A), provides that site plan approval is required prior to commencement of construction; and

WHEREAS, the Applicant is requesting Site Plan Modification approval to permit the future redevelopment of the subject property pursuant to and consistent with the attached Site Plan provided as Exhibit "B"; and

WHEREAS, the City Commission conducted a duly noticed public hearing in accordance with Article 610 of the LDC; and

WHEREAS, the City Commission finds that the approval of the Site Plan Modification (SP-035-20MOD) will protect the health, safety, and welfare of the residents of the City, and furthers the purpose, goals, objectives and policies of the Comprehensive Plan;

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

Section 1. That the foregoing "WHEREAS" clauses are ratified and confirmed as being true and correct and they are made a specific part of this Resolution.

Section 2. That pursuant to Chapter 28 "Land Development Code," Part 6 "Development Review Procedures and Requirements," Article 635 "Site Plan," the following Site Plan Modification (SP-035-20MOD), attached as Exhibit "B" which is made a part of and incorporated into this Resolution by reference is approved.

Section 3. That the approvals granted by this Resolution are subject to the Applicant's compliance with the following conditions:

Conditions of Approval:

1. Fire lane location and striping detail, demonstrated (FIRE)

2. "NO PARKING" sign locations and sign details demonstrated (FIRE).

3. A note or detail identifying the design load for surface compaction of all non-paved roadways and/or Fire Department Access Roads, where applicable (FIRE).

4. Show building accessibility (FIRE).

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47. The applicant is choosing to provide payment in lieu of sixty (60) public parking spaces, utilizing the Public Parking Incentive, to earn an additional 6-stories of building height and thirty (30) additional dwelling units per acre. The cost of this is $390,000.00, which must be paid prior to issuance of a building permit.

Section 4. That such application must be reviewed by Broward County Aviation Department. The point of contact is William Castillo, Airport Planner located at 220 S.W. 45 Street, Suite 101, Dania Beach, Florida, 33312, (954) 359-6100.

Section 5. That pursuant to LDC Section 635-100 "Expiration of Site Plans," the Site Plan Modification (SP-035-20MOD) approval shall automatically expire and become null and void unless the Applicant commences with construction of the improvements shown on the Site Plan, within eighteen (18) months from the date of this Resolution.

Section 6. That the issuance of a development order by a municipality does not in any way create any right on the part of an Applicant to obtain a permit from a state or federal agency, and does not create any liability on the part of the municipality for issuance of the development order if the Applicant fails to obtain requisite approvals or does not fulfill the obligations imposed by a state or federal agency, or undertakes actions that result in a violation of state or federal law.

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

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

PASSED AND ADOPTED on November 21, 2022.

ATTEST:

THOMAS SCHNEIDER, CMC CITY CLERK	ARCHIBALD J. RYAN IV MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

EXHIBIT A
LEGAL DESCRIPTION

A portion of the West one-half (W 1/2) of the Southeast one-quarter (SE 1/4) of the Northeast one-quarter (NE 1/2) of the Southwest one-quarter (SW 1/4) of Section 35, Township 50 South, Range 42 East, Broward County, Florida, Less right-of-way for Dania Beach Boulevard, more fully described as follows:

Beginning at the Southwest corner of THE PAVILION, according to the plat thereof, as recorded in Plat Book 77, Page 20, of the public records of Broward County, Florida; thence North 00°44'37" East, on the West line of Lots 1 and 2 of said THE PAVILION, being the East line of the West one-half (W 1/2) of the Southeast one-quarter {SE 1/4) of the Northeast one-quarter (NE 1/4) of the Southwest one-quarter (SW 1/4) of said Section 35, a distance of 571.77 feet; thence South 89°39'38" West, on the South line of Lot 3 of said THE PAVILION, being the North line of the West one-half (W 1/2) of the Southeast one-quarter (SE 1/4) of the Northeast one-quarter (NE 1/4) of the Southwest one-quarter (SW 1/4) of said Section 35, a distance of 332.45 feet; thence South 00°45'08" West, on the East line of RODDY DANIA PLAT NO. 1, according to the plat thereof, as recorded in Plat Book 102, Page 26, of the public records of Broward County, Florida, being the West line of the West one-half (W 1/2) of the Southeast one-quarter (SE 1/4) of the Northeast one-quarter (NE 1/4) of the Southwest one-quarter (SW 1/4) of said Section 35, a distance of 569.80 feet; thence North 90°00'00" East, on the North right-of-way line of Dania Beach Boulevard (State Road A-1-A, 100-foot right-of-way), a distance of 332.50 feet to the Point of Beginning.

Said lands situate, lying and being in the City of Dania Beach, Broward County, Florida and containing 189,748 square feet or 4.3560 acres more or less.

EXHIBIT B
SITE PLAN

PROJECT TEAM

OWNER:
PRH - DANIA BEACH, LLC

LANDSCAPE ARCHITECT:
ARCHITECTURAL ALLIANCE LANDSCAPE
612 SW 4TH AVENUE
FT. LAUDERDALE, FL 33315

PLANNING CONSULTANT:
LEIGH ROBINSON KERR & ASSOCIATES, INC.
808 E LAS OLAS BLVD, STE 104
FT. LAUDERDALE, FL 33301

ARCHITECT:
BC ARCHITECTS AIA, INC.
75 VALENCIA AVE, SUITE 1000
CORAL GABLES, FL 33134

CIVIL ENGINEER:
GGB ENGINEERING, INC.
2699 STIRLING ROAD, SUITE C-202
FT. LAUDERDALE, FL 33312

SURVEYOR:
MCLAUGHLIN ENGINEERING COMPANY
1700 NW 64TH STREET, SUITE 400
FT. LAUDERDALE, FL 33309

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SURVEY

APPROVED

ARCHITECT

bc architects

BC ARCHITECTS AIA, INC.
75 Valencia Avenue, Ste. 1000
Coral Gables, FL 33134
Tel. 305.663.8182 Fax. 305.663.8882
LIC. NO. AA0003360

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CONSULTANTS:

PARKVIEW PLACE

DANIA BEACH, FLORIDA

NO.	DATE	REVISIONS

OWNER:
PRH - DANIA BEACH, LLC

SIGNED BY:
VANESSA A. JIMENEZ - AR94654
FLORIDA ARCHITECT

ISSUE RECORD:

DRC Submittal	04.02.2020
DRC Resubmittal	05.07.2020
City Commission	11.16.2021

SHEET TITLE:
COVER / INDEX

SHEET NUMBER:
A0.0

TO THE ARCHITECTS KNOWLEDGE, THESE PLANS COMPLY WITH THE MINIMUM STANDARDS OF THE APPLICABLE BUILDING CODES AND LIFE SAFETY STANDARDS.

PRELIMINARY DESIGN FOR:

PARKVIEW PLACE

DANIA BEACH, FL

DEVELOPER:

PRH – DANIA BEACH, LLC

ARCHITECT:

COHEN FREEDMAN ENCINOSA
& ASSOCIATES ARCHITECTS, P.A.

8085 N.W. 155TH ST.
MIAMI LAKES, FLORIDA 33016
305.826.3999

LANDSCAPE:

ARCHITECTURAL ALLIANCE
LANDSCAPE

612 SW 4TH AVE.
FORT LAUDERDALE, FLORIDA 33315

CIVIL:

GGB ENGINEERING, INC

2699 STIRLING RD, SUITE C–202
FORT LAUDERDALE, FLORIDA 33312

ZONING ATTORNEY:

LEIGH ROBINSON KERR
& ASSOCIATES, INC.

808 E. LAS OLAS BLVD, SUITE 104
FORT LAUDERDALE, FLORIDA 33301

ARCHITECTURE

A0.0	COVER SHEET (APPROVED)
A0.0p	COVER SHEET (PROPOSED)
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ARCHITECTURE CONT.

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ARCHITECTURE CONT.

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LS.1	LIFE SAFETY PLANS (PROPOSED)

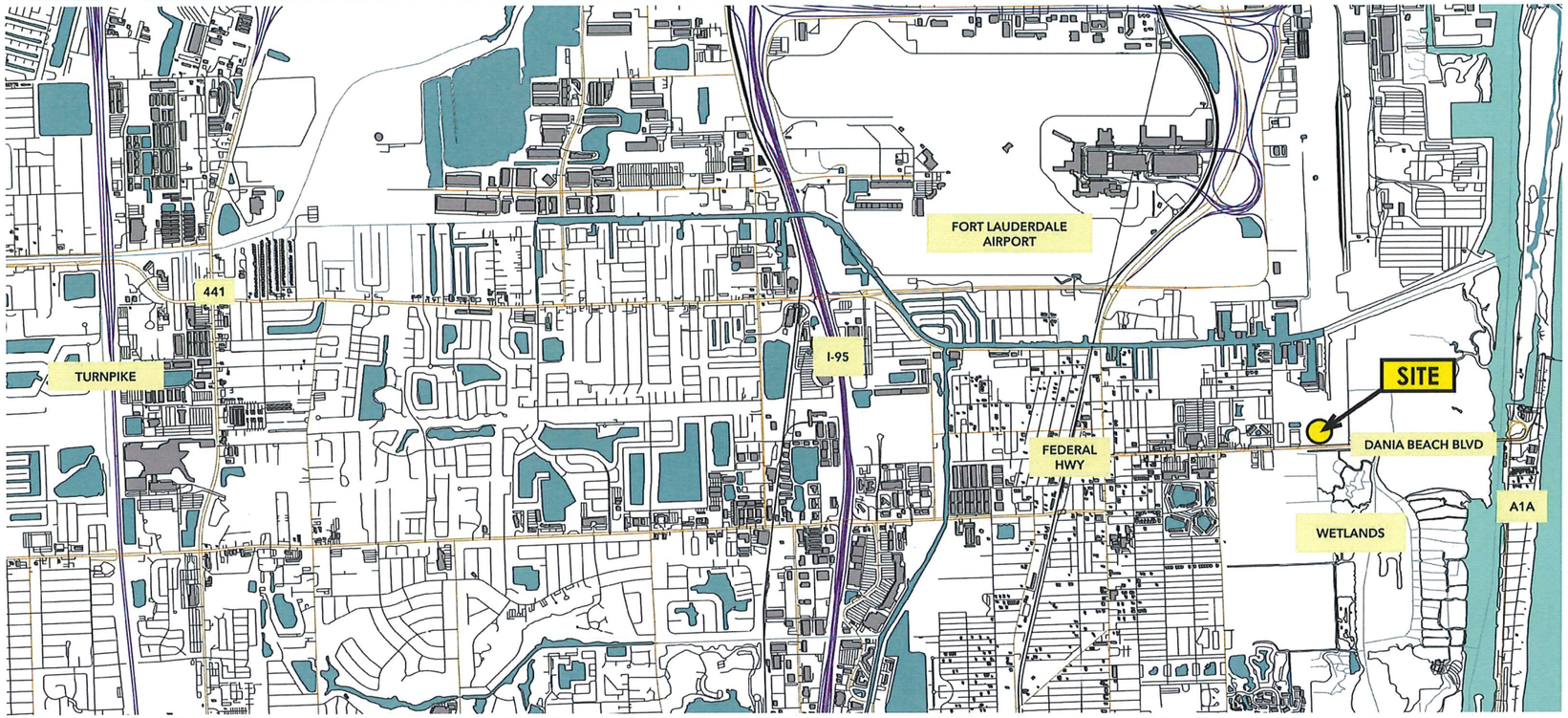
PROPOSED

COHEN • FREEDMAN • ENCINOSA & ASSOC.
Architects, PA
8085 NW. 155th Street Miami Lakes, Florida 33016 305 826 3999

PRELIMINARY DESIGN FOR:
PARKVIEW PLACE
DANIA BEACH, FL

drawn by: CFE
date: 07/25/22
sheet no: A0.0p
project:

CITY CONTEXT MAP



LOCAL CONTEXT MAP

CONTEXT PHOTOS

SCALE: N.T.S.

N

APPROVED

ARCHITECT

bc architects

BC ARCHITECTS AIA, INC.

75 Valencia Avenue, Ste. 1000
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LIC. NO. AA0003360

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CONSULTANTS:

PARKVIEW PLACE

DANIA BEACH, FLORIDA

NO.	DATE	REVISIONS

OWNER:

PRH - DANIA BEACH, LLC

SIGNED BY:
VANESSA A. JIMENEZ - AR94684
FLORIDA ARCHITECT

ISSUE RECORD:

DRC Submittal	04.02.2020
DRC Resubmittal	05.07.2020
City Commission	11.16.2021

SHEET TITLE:

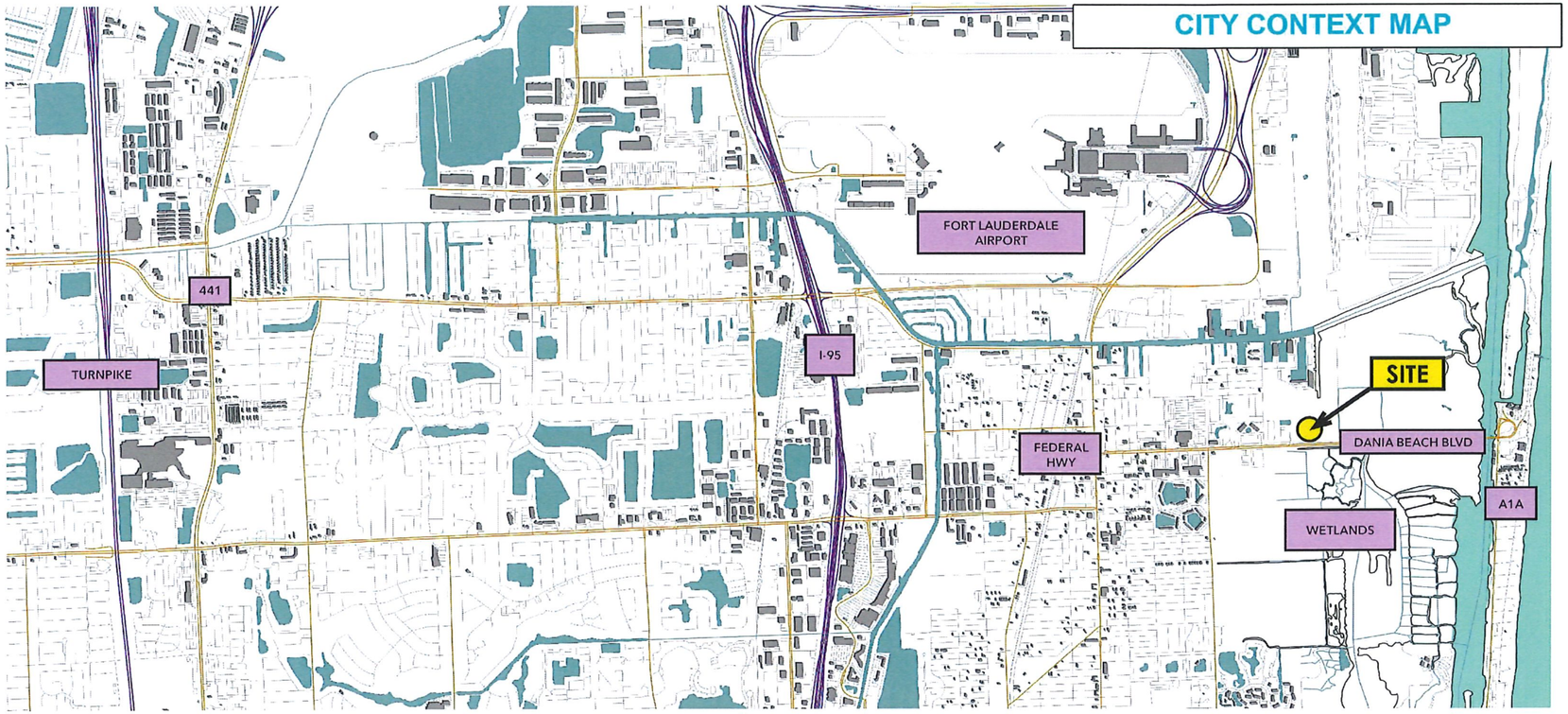
SITE CONTEXT

SHEET NUMBER:

A0.1

TO THE ARCHITECTS KNOWLEDGE, THESE PLANS COMPLY WITH THE MINIMUM STANDARDS OF THE APPLICABLE BUILDING CODES AND LIFE SAFETY STANDARDS.

CITY CONTEXT MAP



LOCAL CONTEXT MAP

N

SCALE: N.T.S.

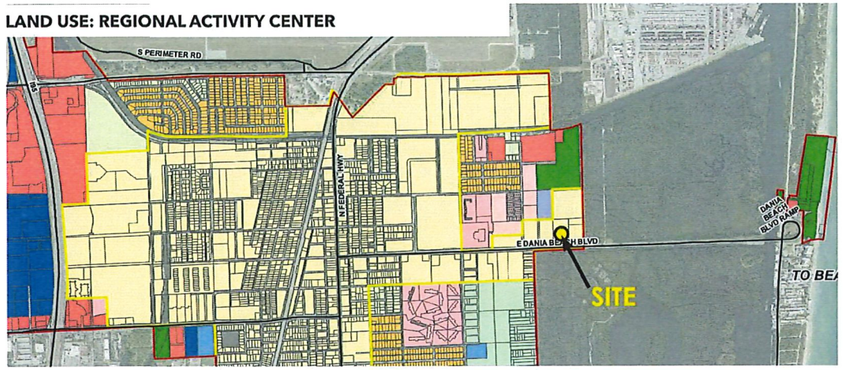
PROPOSED

COHEN • FREEDMAN • ENCINOSA & ASSOC.
Architects, PA
8085 NW. 155th Street Miami Lakes, Florida 33016 305 826 3999

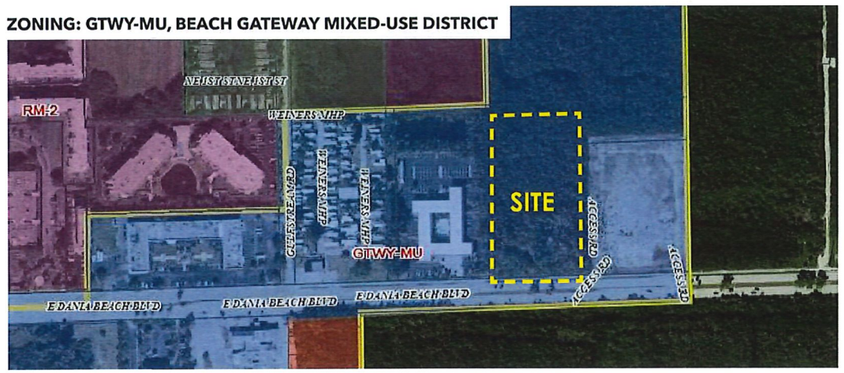
PRELIMINARY DESIGN FOR:
PARKVIEW PLACE
DANIA BEACH, FL

drawing type: CPE
date: 02/25/22
sheet no: A0.1p
project: .

LAND USE: REGIONAL ACTIVITY CENTER



ZONING: GTWY-MU, BEACH GATEWAY MIXED-USE DISTRICT



1. GENERAL SITE INFORMATION	
FOLIO NUMBER	504235000220
LOT AREA	NET: 189,748 SF (4.356 ACRES), GROSS: 206,373 SF (4.73 ACRES)
LOT WIDTH	332.5'
LOT DEPTH	570' (+/-)
LEGAL DESCRIPTION	SEE SURVEY
ZONING	GTWY-MU, BEACH GATEWAY MIXED-USE DISTRICT
LAND USE	REGIONAL ACTIVITY CENTER
FLOOD ZONE INFO	AE 6 / 7 / 567J, MINIMUM FINISH FLOOR ELEVATION: 8' NAVD
CROWN OF ROAD ELEV.	4.3' NAVD (+/-)

2. HEIGHT AND AREAS		
DESCRIPTION	**ALLOWED/REQUIRED**	**PROVIDED**
LOT AREA FLOOR AREA RATIO	8.0 MAX (1,515,824 SF)	
PERVIOUS AREA	25% (47,437 SF) MIN	35% (66,363 SF)
LOT COVERAGE		38% (71,588 SF)
CONSTRUCTION TYPE		IA, NON-COMBUSTIBLE, SPRINKLERED
GROSS BUILDING AREA		689,017 SF
COMMON OPEN AREA		26,664 SF
FINISH FLOOR ELEVATION		8' NAVD
BUILDING HEIGHT	7 STORIES, 80' (AS-OF-RIGHT) 14 STORIES, 150' (WITH INCENTIVE)	14 STORIES, 144' *SEE TABLE 6*

3. SETBACKS		
DESCRIPTION	**ALLOWED/REQUIRED**	**PROVIDED**
FRONT, STREET (SOUTH)	30'	31'-3"
REAR (NORTH)	25'	173'
SIDE (WEST)	10'	55'-2"
SIDE (EAST)	10'	40-2"

4. DENSITY		
DESCRIPTION	**ALLOWED/REQUIRED**	**PROVIDED**
UNIT COUNT	50 DU/AC, 236 (AS-OF-RIGHT) 100 DU/AC, 473 (WITH INCENTIVE)	355 UNITS (75 DU/AC) *SEE TABLE 6*
UNIT MIX		STUDIO: 3 UNITS (1%) 1 BEDROOM: 226 UNITS (64%) 2 BEDROOM: 115 UNITS (32%) 3 BEDROOM: 11 UNITS (3%)"

5. PARKING		
DESCRIPTION	**ALLOWED/REQUIRED**	**PROVIDED**
RESIDENTIAL	STUDIO (1.0 X 3 UNITS) = 3 SPACES 1 BR (1.25 X 226 UNITS) = 282.5 SPACES 2 BR (.175 X 115 UNITS) = 201.25 SPACES 3 BR (1.75 X 11 UNITS) = 19.25 SPACES TOTAL: 506 SPACES	
GUEST SPACES	1 PER 5 UNITS = 71 SPACES	
TOTAL REQUIRED PARKING	577 SPACES	
LESS TDM REDUCTION	519 (10% REDUCTION) *SEE TABLE 7*	
PARKING PROVIDED		520 SPACES
PARKING DIMENSIONS	9' WIDE X 18' DEEP, 24' AISLE	9' WIDE X18' DEEP, 24' AISLE
ACCESSIBLE SPACES	11 SPACES	12 SPACES
VAN ACCESSIBLE SPACES	2 SPACES	4 SPACES
TANDEM SPACES	FOR TWO- AND THREE-BEDROOM UNITS ONLY	66 SPACES
BIKE SPACES	5% OF 519 (26 SPACES)	54 SPACES (24 EXTERIOR, 30 INTERIOR)

6. INCENTIVES REQUESTED		
DESCRIPTION	**INCENTIVE OFFERED**	**REQUIREMENTS**
PUBLIC PARKING FUND	1 ADDITIONAL STORY AND 5 ADDITIONAL DU/AC FOR EVERY 10 PUBLIC PARKING SPACES PURCHASED	PURCHASE OF 70 PUBLIC SPACES AT $6,500 EACH IS REQUIRED TO ATTAIN ADDITIONAL BUILDING HEIGHT OF 7 STORIES AND 35 ADDITIONAL DU/AC. ESTIMATED COST: $455,000

7. TRANSPORTATION DEMAND MANAGEMENT (TDM) STRATEGIES	
DESCRIPTION	**PROVIDED**
SHELTERED AND SECURED BICYCLE STORAGE FACILITY ON SITE.	ENCLOSED BICYCLE STORAGE ROOM LOCATED IN GARAGE, IN ADDITION TO REQUIRED EXTERIOR BIKE RACKS
PUBLIC BUS STOP LOCATED WITHIN 300' OF SITE.	ROUTE #4 BUS STOP LOCATED APPROXIMATELY 200' WEST OF SITE.

8. VARIANCES/DESIGN VARIATIONS REQUESTED	
REQUEST	**DESCRIPTION**
DESIGN VARIATION TO SEC 275-90(B)(2)	REQUESTING A VARIATION IN DESIGN FROM SEC. 275-90(B)(2) REQUIRING LANDSCAPING ON BOTH SIDES OF THE WALL BETWEEN THE ABUTTING PROPERTY AND THE VEHICULAR USE AREA (VUA).
VARIANCE TO ARTICLE 303	REQUEST TO WAIVE REQUIREMENT FOR ACTIVE LINER AT STREET FRONTAGE. ARCHITECTURAL AND LANDSCAPE SOLUTION PROPOSED PER ARTICLE 530.

APPROVED

ARCHITECT

bc architects

BC ARCHITECTS AIA, INC.

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Tel. 305.663.8182 Fax. 305.663.8882

LIC. NO. AA0003360

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CONSULTANTS:

PARKVIEW PLACE

DANIA BEACH, FLORIDA

NO.	DATE	REVISIONS

OWNER:
PRH - DANIA BEACH, LLC

SIGNED BY:
VANESSA A. JIMENEZ - AR94684
FLORIDA ARCHITECT

ISSUE RECORD:

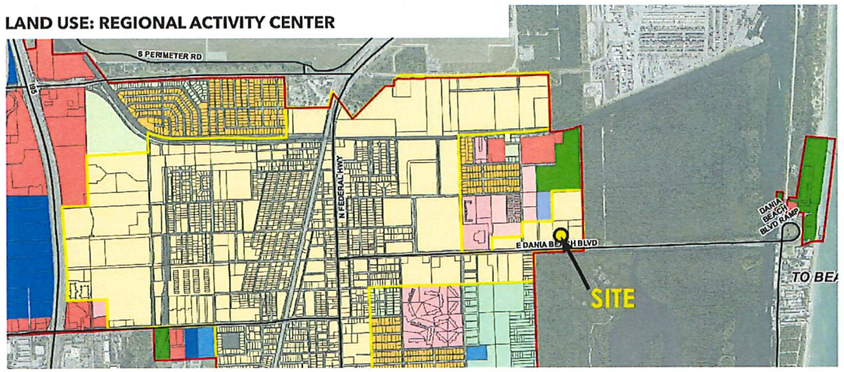
DRC Submittal	04.02.2020
DRC Resubmittal	05.07.2020
City Commission	11.16.2021

SHEET TITLE:
ZONING DATA

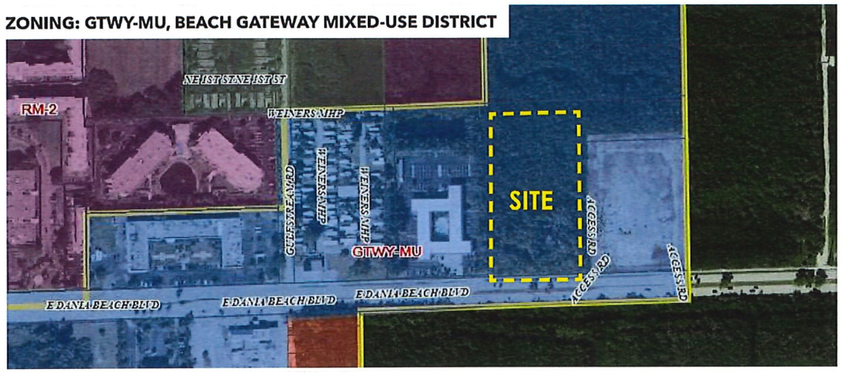
SHEET NUMBER:
A0.2

TO THE ARCHITECTS KNOWLEDGE, THESE PLANS COMPLY WITH THE MINIMUM STANDARDS OF THE APPLICABLE BUILDING CODES AND LIFE SAFETY STANDARDS.

LAND USE: REGIONAL ACTIVITY CENTER



ZONING: GTWY-MU, BEACH GATEWAY MIXED-USE DISTRICT



1. GENERAL SITE INFORMATION	
FOLIO NUMBER	504235000220
LOT AREA	NET: 185,439 SF (4.2571 ACRES), GROSS: 208,035 SF (4.7758 ACRES)
LOT WIDTH	332.5'
LOT DEPTH	570' (+/-)
LEGAL DESCRIPTION	SEE SURVEY
ZONING	GTWY-MU, BEACH GATEWAY MIXED-USE DISTRICT
LAND USE	REGIONAL ACTIVITY CENTER
FLOOD ZONE INFO	AE 6 / 7 / 567J, MINIMUM FINISH FLOOR ELEVATION: 8' NAVD
CROWN OF ROAD ELEV.	4.3' NAVD (+/-)

2. HEIGHT AND AREAS		
DESCRIPTION	**ALLOWED/REQUIRED**	**PROVIDED**
FLOOR AREA RATIO (FAR) *SEE SHEET A1.7p FOR AREA BREAKDOWN	8.0 MAX (1,483,512)	2.2 (403,731 SF) *EXCLUDING GARAGE 3.2 (592,204 SF) *INCLUDING GARAGE
PERVIOUS AREA	25% (46,359) MIN	38.6% (71,574 SF)
LOT COVERAGE		41.54% (77,034 SF)
CONSTRUCTION TYPE		IA, NON-COMBUSTIBLE, SPRINKLERED
GROSS BUILDING AREA		685,484 SF *SEE SHEET A1.7p FOR AREA BREAKDOWN
FINISH FLOOR ELEVATION		8' NAVD
BUILDING HEIGHT	7 STORIES, 80' (AS-OF-RIGHT) 14 STORIES, 150' (WITH INCENTIVE)	13 STORIES, 133'-8" *SEE TABLE 6

3. SETBACKS		
DESCRIPTION	**ALLOWED/REQUIRED**	**PROVIDED**
FRONT, STREET (SOUTH)	30'	31'-0"
REAR (NORTH)	25'	154'-0"
SIDE (WEST)	10'	56'-8"
SIDE (EAST)	10'	56'-8"

4. DENSITY		
DESCRIPTION	**ALLOWED/REQUIRED**	**PROVIDED**
UNIT COUNT	50 DU/AC, 236 (AS-OF-RIGHT) 100 DU/AC, 473 (WITH INCENTIVE)	354 UNITS (75 DU/AC) *SEE TABLE 6*
UNIT MIX		STUDIO: 31 (8.7%) 1 BEDROOM: 162 UNITS (45.7%) 2 BEDROOM: 135 UNITS (38.2%) 3 BEDROOM: 26 UNITS (7.4%)

5. PARKING		
DESCRIPTION	**ALLOWED/REQUIRED**	**PROVIDED**
RESIDENTIAL	STUDIO (1.0 X 31 UNITS) = 31 SPACES 1 BEDROOM (1.25 X 162 UNITS) = 202.5 SPACES 2 BEDROOM (1.75 X 135 UNITS) = 236.25 SPACES 3 BEDROOM (1.75 X 26 UNITS) = 45.5 SPACES TOTAL: 516 SPACES	
GUEST SPACES	1 PER 5 UNITS = 71 SPACES	
TOTAL REQUIRED PARKING	587 SPACES	
LESS TDM REDUCTION	529 (10% REDUCTION) *SEE TABLE 7*	
PARKING PROVIDED		529 SPACES
PARKING DIMENSIONS	9' WIDE X 18' DEEP, 24' AISLE	9' WIDE X18' DEEP, 24' AISLE
ACCESSIBLE SPACES	11 SPACES	11 SPACES
VAN ACCESSIBLE SPACES	2 SPACES	2 SPACES
TANDEM SPACES	FOR TWO- AND THREE-BEDROOM UNITS ONLY	62 SPACES
BIKE SPACES	5% OF 531 (27 SPACES)	28 SPACES (GROUND LEVEL INTERIOR)

6. INCENTIVES REQUESTED		
DESCRIPTION	**INCENTIVE OFFERED**	**REQUIREMENTS**
PUBLIC PARKING FUND	1 ADDITIONAL STORY AND 5 ADDITIONAL DU/AC FOR EVERY 10 PUBLIC PARKING SPACES PURCHASED	PURCHASE OF 60 PUBLIC SPACES AT $6,500 EACH IS REQUIRED TO ATTAIN ADDITIONAL BUILDING HEIGHT OF 6 STORIES AND 30 ADDITIONAL DU/AC. ESTIMATED COST: $390,000

7. TRANSPORTATION DEMAND MANAGEMENT (TDM) STRATEGIES	
DESCRIPTION	**PROVIDED**
SHELTERED AND SECURED BICYCLE STORAGE FACILITY ON SITE.	ENCLOSED BICYCLE STORAGE ROOM LOCATED IN GARAGE, IN ADDITION TO REQUIRED EXTERIOR BIKE RACKS
PUBLIC BUS STOP LOCATED WITHIN 300' OF SITE.	ROUTE #4 BUS STOP LOCATED APPROXIMATELY 200' WEST OF SITE.

8. VARIANCES/DESIGN VARIATIONS REQUESTED	
REQUEST	**DESCRIPTION**
NONE	N/A

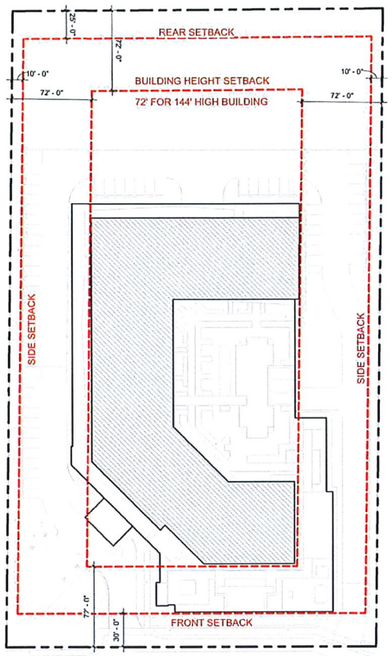
PROPOSED

COHEN • FREEDMAN • ENCINOSA & ASSOC.
Architects, PA
8085 N.W. 155th Street Miami Lakes, Florida 33016 305 826 3939

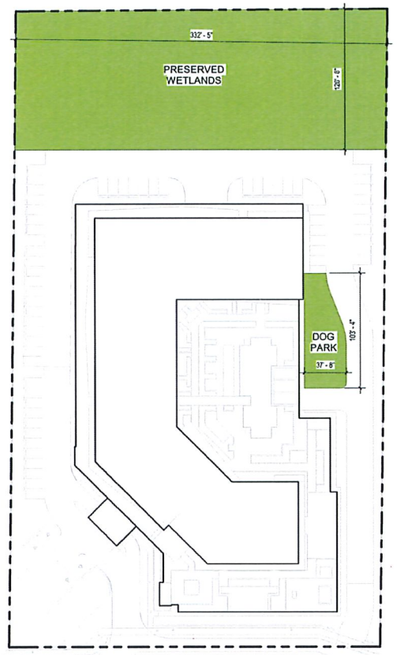
PRELIMINARY DESIGN FOR:
PARKVIEW PLACE
DANIA BEACH, FL

revisions

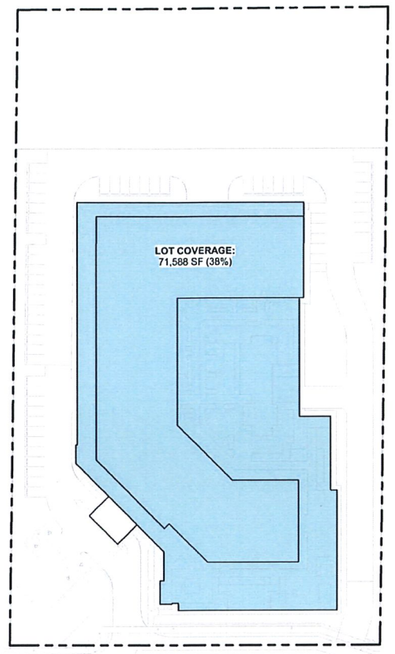
drawn by: CFE
date: 02/25/22
sheet no: A0.2p
project:



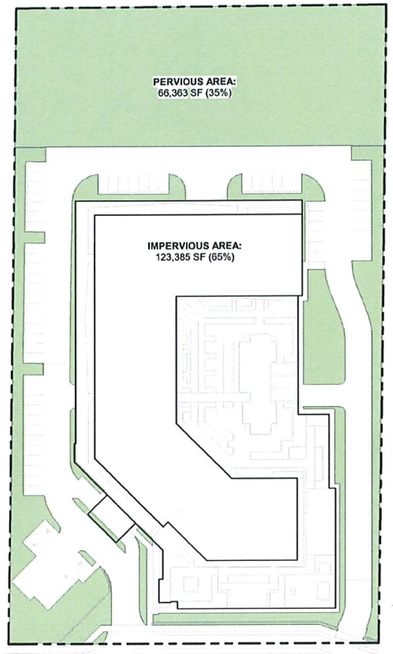
SETBACK DIAGRAM



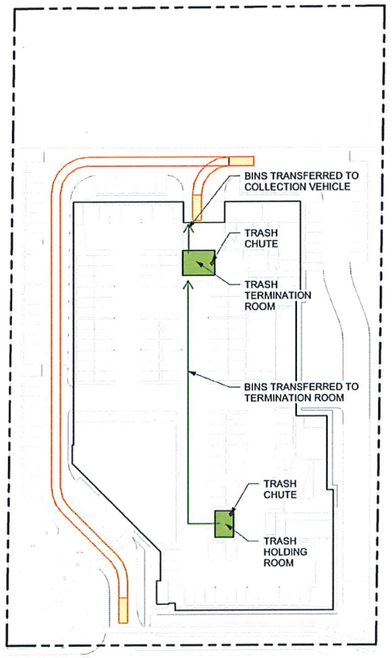
RESERVED OPEN SPACE DIAGRAM



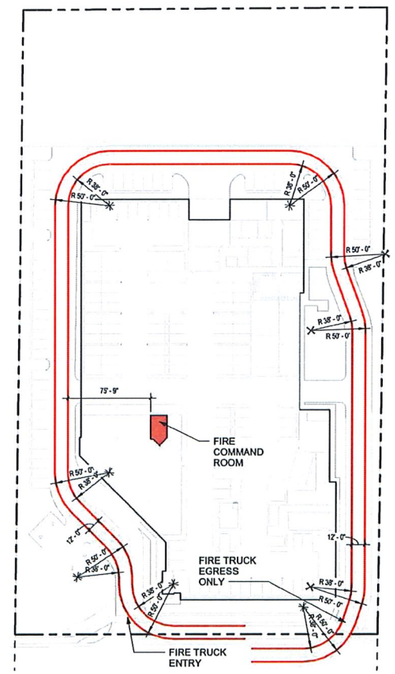
LOT COVERAGE DIAGRAM



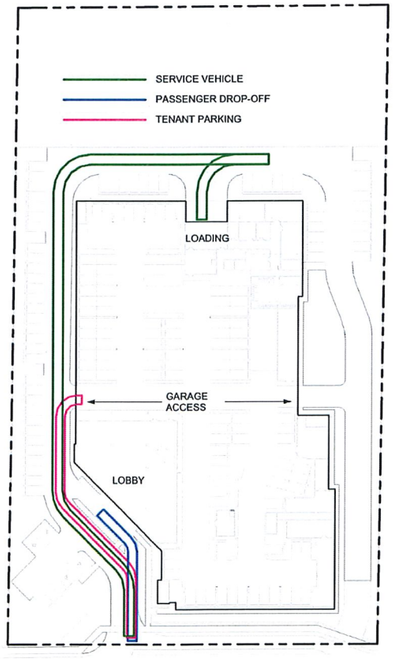
PERVIOUS/IMPERVIOUS AREA DIAGRAM



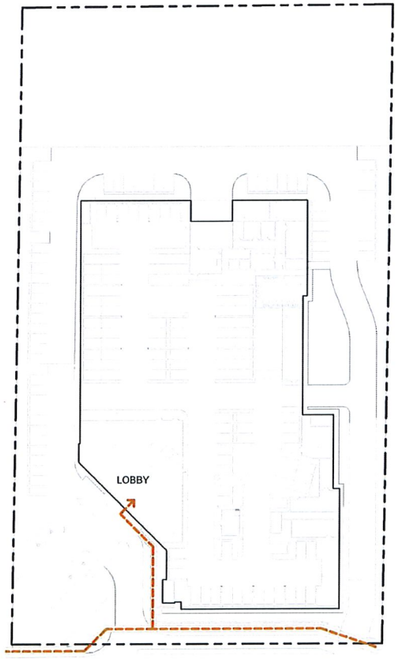
TRASH COLLECTION DIAGRAM



FIRE TRUCK PATH/CIRCULATION DIAGRAM



VEHICULAR ACCESS DIAGRAM



PEDESTRIAN ACCESS DIAGRAM

SCALE: N.T.S.

N

APPROVED

ARCHITECT
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BC ARCHITECTS AIA, INC.
75 Valencia Avenue, Ste. 1000
Coral Gables, FL 33134
Tel. 305.663.8182 Fax. 305.663.8882
LIC. NO. AA0003360
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CONSULTANTS:

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DANIA BEACH, FLORIDA

NO.	DATE	REVISIONS

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VANESSA A. JIMENEZ - AR94684
FLORIDA ARCHITECT

ISSUE RECORD:

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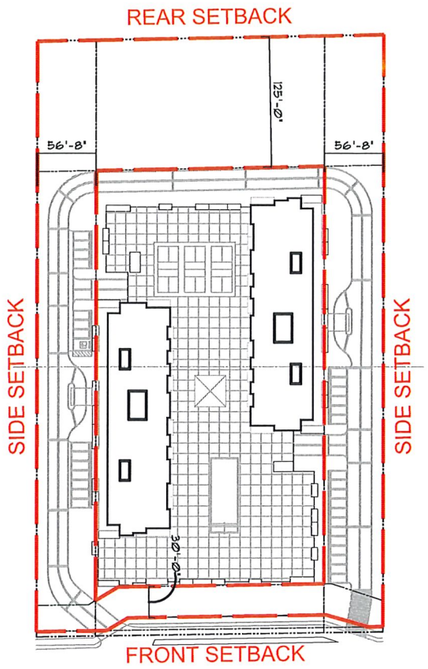
DRC Resubmittal	05.07.2020
City Commission	11.16.2021

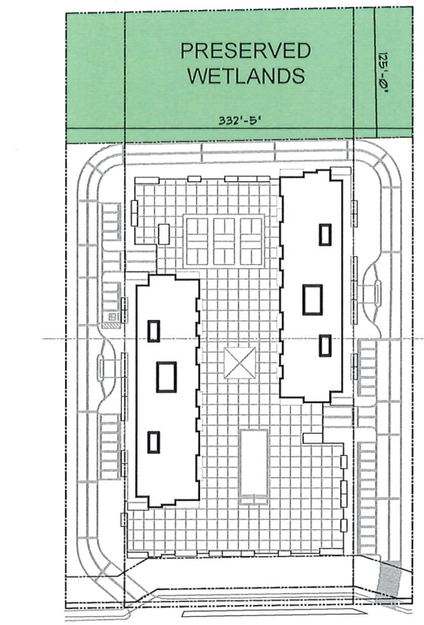
SHEET TITLE:
ZONING DIAGRAMS

SHEET NUMBER:
A0.3

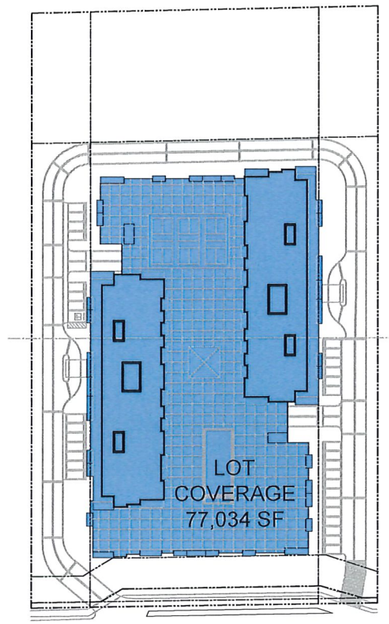
TO THE ARCHITECTS KNOWLEDGE, THESE PLANS COMPLY WITH THE MINIMUM STANDARDS OF THE APPLICABLE BUILDING CODES AND LIFE SAFETY STANDARDS.



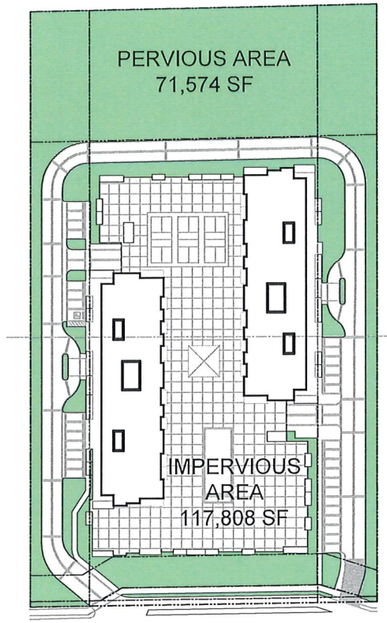
SETBACK DIAGRAM



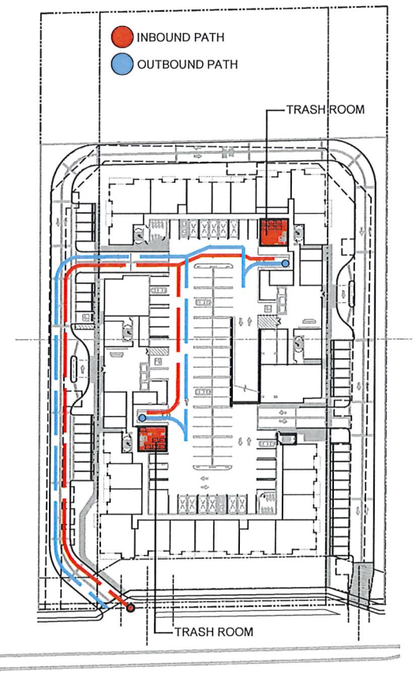
RESERVED OPEN SPACE DIAGRAM



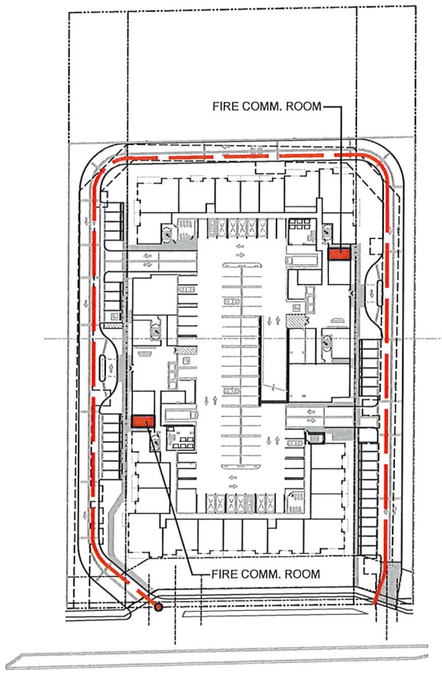
LOT COVERAGE DIAGRAM



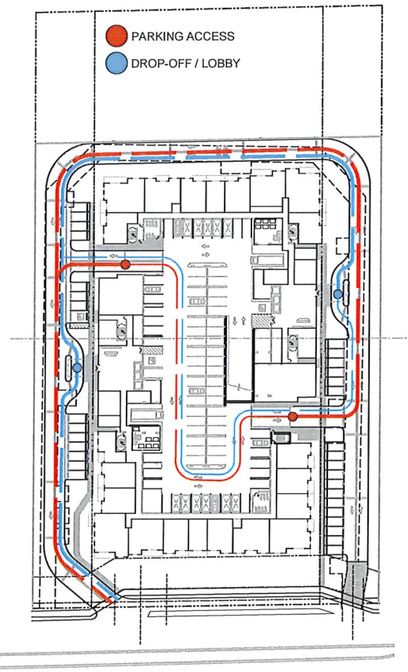
PERVIOUS / IMPERVIOUS DIAGRAM



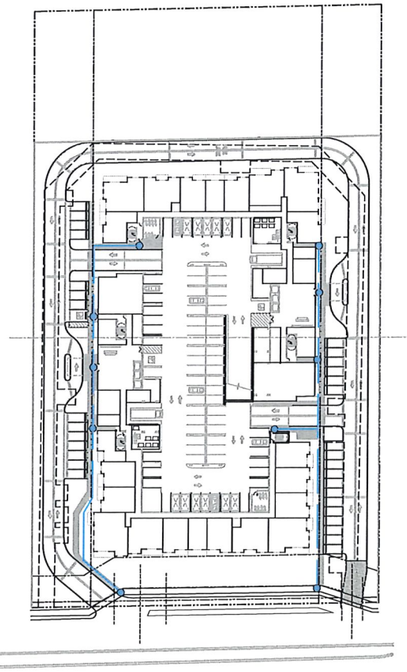
TRASH / SERVICE PATH DIAGRAM



FIRE TRUCK PATH / CIRCULATION



VEHICULAR ACCESS DIAGRAM



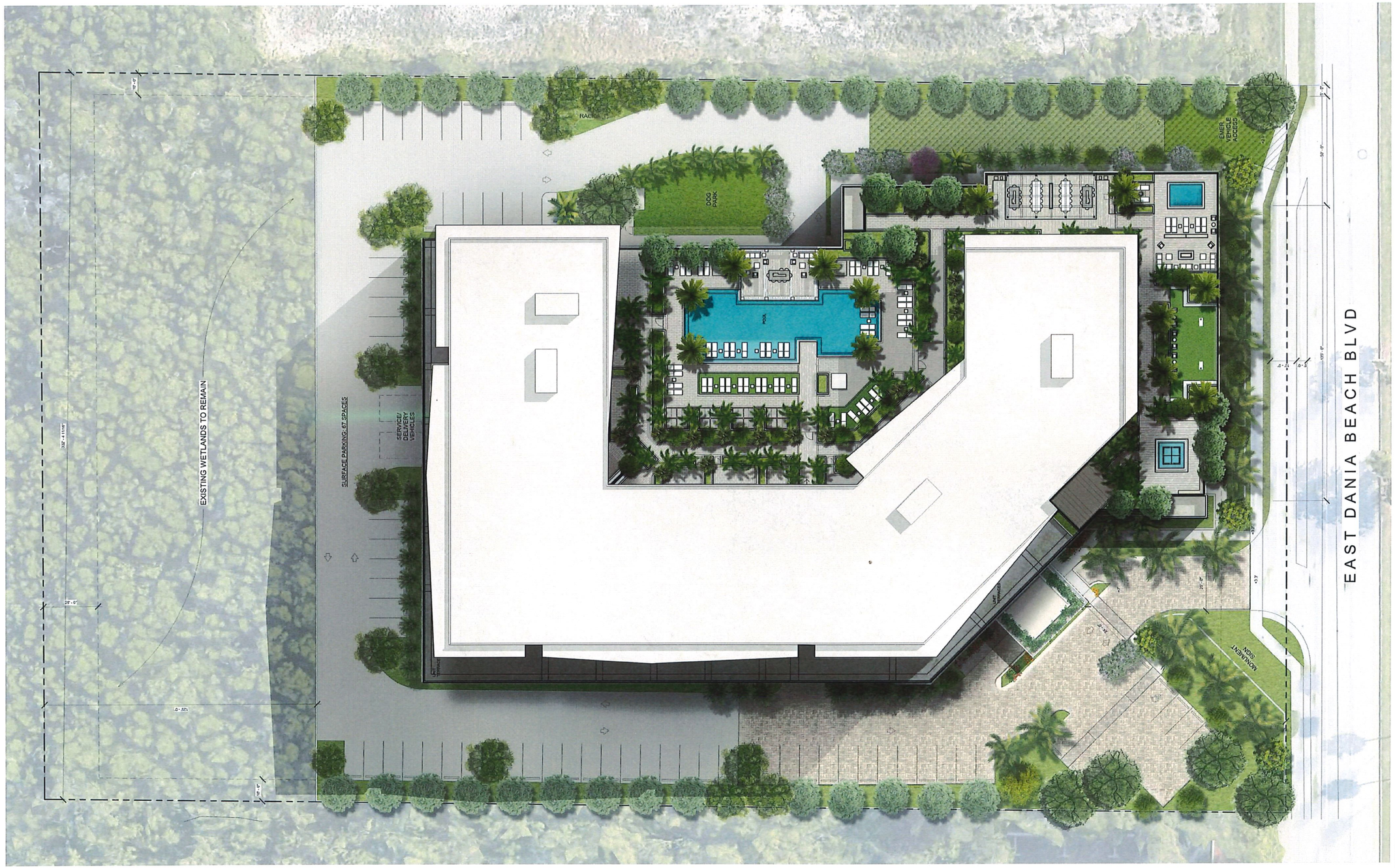
PEDESTRIAN ACCESS DIAGRAM

PROPOSED

COHEN • FREEDMAN • ENCINOSA & ASSOC.
Architects, PA
8085 N.W. 155th Street Miami Lakes, Florida 33016 305 826 3999

PRELIMINARY DESIGN FOR:
PARKVIEW PLACE
DANIA BEACH, FL

drawn by: CFE
date: 02/25/22
sheet no: A0.3p
project:



SCALE: 1"=20'

0 20 FT 40 FT 80 FT

N

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ARCHITECT

bc architects

BC ARCHITECTS AIA, INC.

75 Valencia Avenue, Ste. 1000
Coral Gables, FL 33134

Tel. 305.663.8182 Fax. 305.663.8882

LIC. NO. AA0003360

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CONSULTANTS:

PARKVIEW PLACE

DANIA BEACH, FLORIDA

NO.	DATE	REVISIONS

OWNER:
PRH - DANIA BEACH, LLC

SIGNED BY:
VANESSA A. JIMENEZ - AR94694
FLORIDA ARCHITECT

ISSUE RECORD:

DRC Submittal	04.02.2020
DRC Resubmittal	05.07.2020
City Commission	11.16.2021

SHEET TITLE:
RENDERED SITE PLAN

SHEET NUMBER:
A1.0

TO THE ARCHITECTS KNOWLEDGE, THESE PLANS COMPLY WITH THE MINIMUM STANDARDS OF THE APPLICABLE BUILDING CODES AND LIFE SAFETY STANDARDS.

RENDERED SITE PLAN
N.T.S.

UNIT BREAKDOWN

UNIT TYPE	S.F.	1st	2nd–5th	6th	7th–11th	12th–13th	TOTAL UNITS	NET SALEABLE
UNIT S1 (STUDIO)	540	2	4x4=16	2	2x5=10	–	30	16,200
UNIT S2 (STUDIO)	545	1	–	–	–	–	1	545
UNIT A1 (1BD/1BA)	750	2	5x4=20	4	4x5=20	–	46	34,500
UNIT A1a (1BD/1BA)	760	–	2x4=8	–	–	–	8	6,080
UNIT A2 (1BD/1BA)	750	–	–	–	4x5=20	4x2=8	28	21,000
UNIT A3 (1BD/1BA)	755	9	9x4=36	2	2x5=10	2x2=4	61	46,055
UNIT A3a (1BD/1BA)	860	–	–	1	–	–	1	860
UNIT A4 (1BD/1BA+Den)	1,000	2	2x4=8	–	–	–	10	10,000
UNIT A5 (1BD/1BA+Den)	940	–	–	–	–	4x2=8	8	7,520
UNIT B1 (2BD/2BA)	1,025	2	2x4=8	2	4x5=20	4x2=8	40	41,000
UNIT B2 (2BD/2BA)	1,050	–	4x4=16	4	4x5=20	–	40	42,000
UNIT B3 (2BD/2BA)	1,070	–	–	1	4x5=20	4x2=8	29	31,030
UNIT B3a (2BD/2BA)	1,038	–	–	2	2x5=10	–	12	12,456
UNIT B4 (2BD/2BA)	1,080	2	2x4=8	–	–	2x2=4	14	15,120
UNIT C1 (3BD/2BA)	1,240	2	2x4=8	2	2x5=10	–	22	27,280
UNIT C2 (3BD/2BA)	1,315	–	–	–	–	2x2=4	4	5,260
TOTAL		22	128	20	140	44	354	316,906

AVERAGE S.F./UNIT: 895

OFF STREET PARKING:

REQUIRED:			
	STUDIO	1.0 x 31 =	31.0
	1 BR	1.25 x 162 =	202.5
	2 BR	1.75 x 135 =	236.25
	3 BR	1.75 x 26 =	45.5
	GUEST	1/5 UNITS =	71.0
	TOTAL		587
	10 % PARKING RED.		58
	TOTAL		529

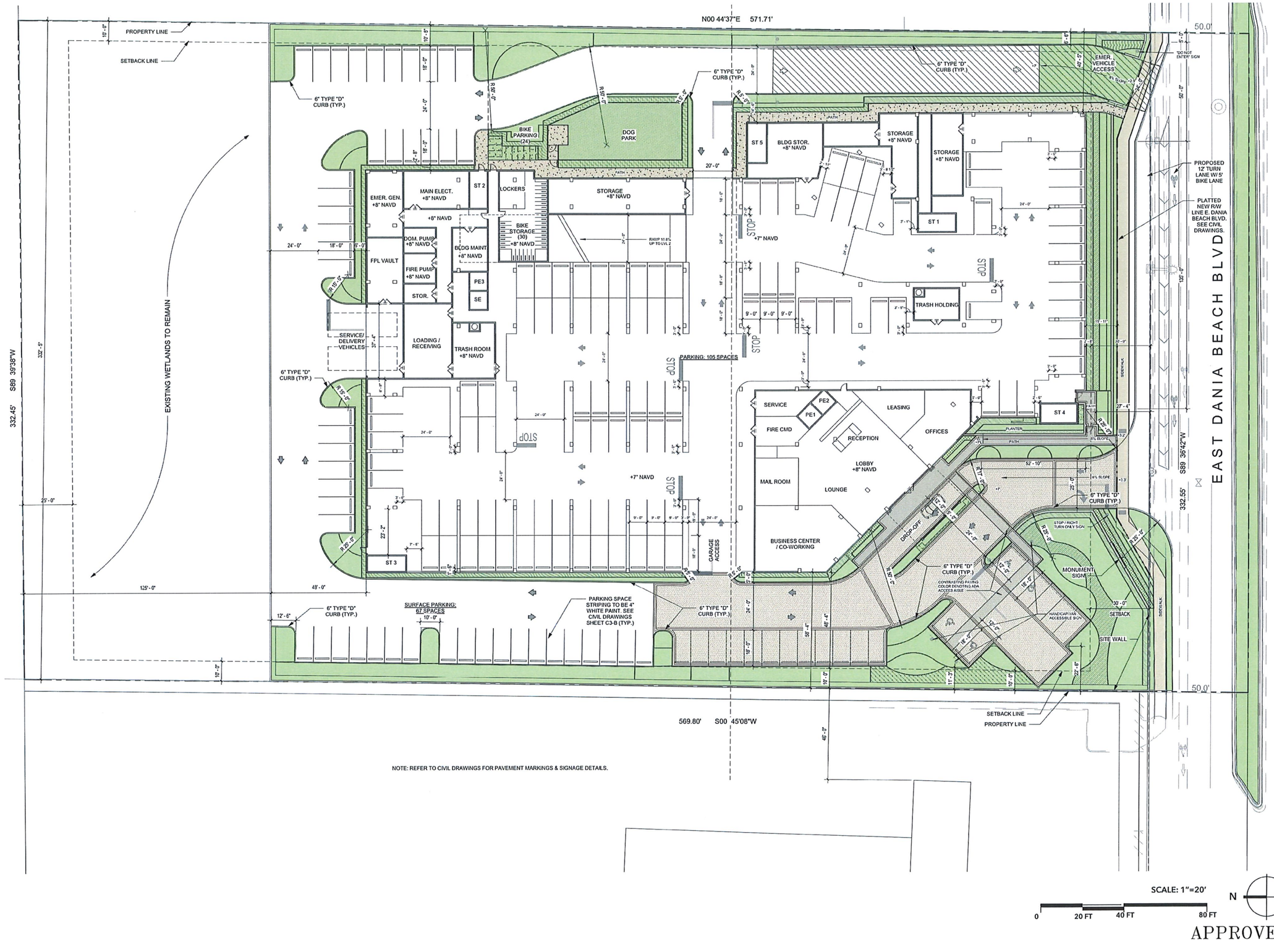
PROVIDED:		
	SURFACE PARKING	33
	LVL 1	77
	LVL 1 LIFTS	13
	LVL 2	112
	LVL 3	112
	LVL 4	112
	LVL 5	70
	TOTAL	529

PROPOSED

COHEN • FREEDMAN • ENCINOSA & ASSOC.
Architects, PA
8085 N.W. 155th Street Miami Lakes, Florida 33016 305 826 3999

PRELIMINARY DESIGN FOR:
PARKVIEW PLACE
DANIA BEACH, FL

drawn by: CFE
date: 07/25/22
sheet no: A1.0p
project: .



NOTE: REFER TO CIVIL DRAWINGS FOR PAVEMENT MARKINGS & SIGNAGE DETAILS.

SCALE: 1"=20'

0 20 FT 40 FT 80 FT

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Tel. 305.663.8182 Fax. 305.663.8882

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CONSULTANTS:

PARKVIEW PLACE

DANIA BEACH, FLORIDA

NO.	DATE	REVISIONS

OWNER:

PRH – DANIA BEACH, LLC

SIGNED BY:
VANESSA A. JIMENEZ - AR94684
FLOR DA ARCHITECT

ISSUE RECORD:

DRC Submittal	04.02.2020
DRC Resubmittal	05.07.2020
City Commission	11.16.2021

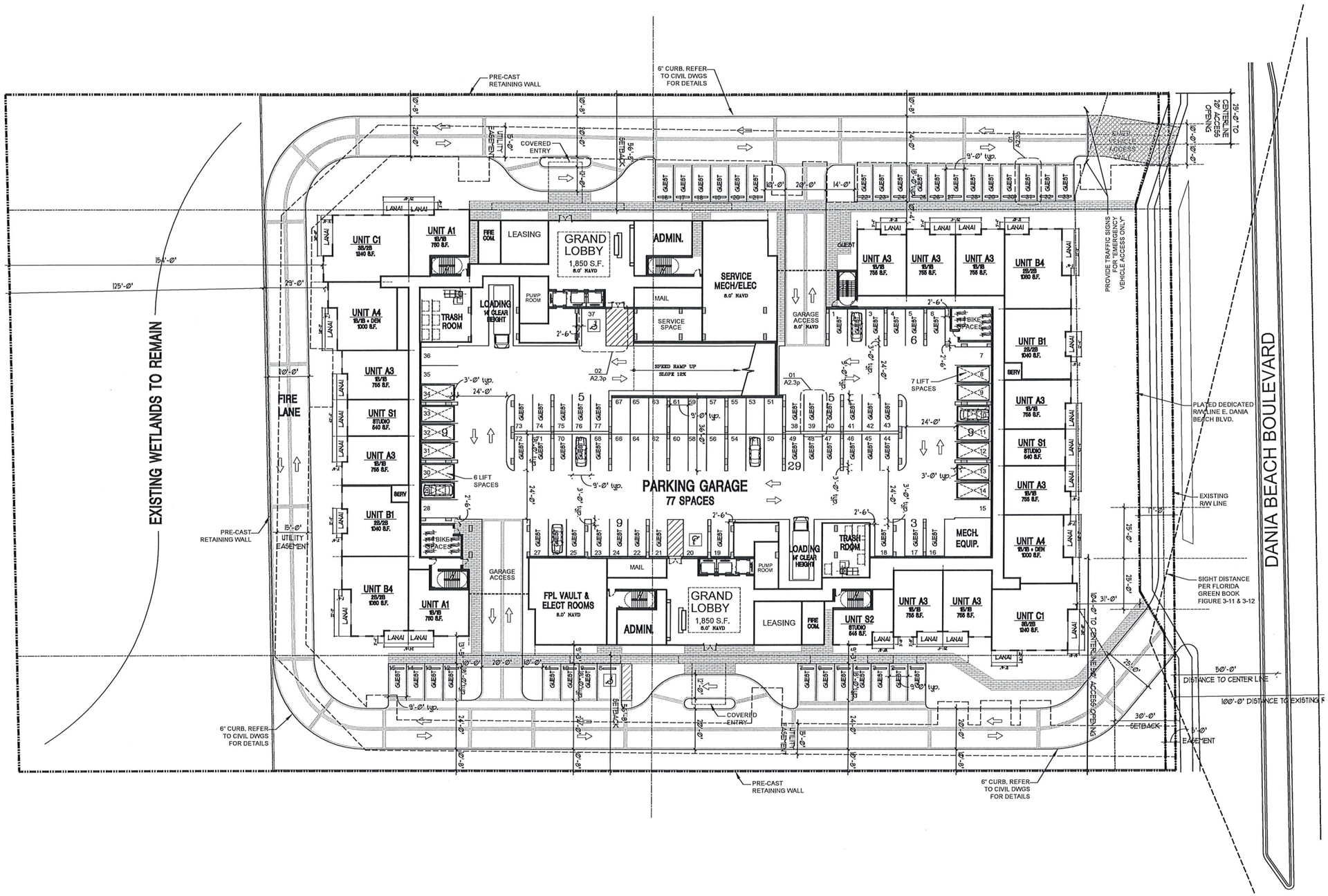
SHEET TITLE:

SITE PLAN / LEVEL 1

SHEET NUMBER:

A1.1

TO THE ARCHITECTS KNOWLEDGE, THESE PLANS COMPLY WITH THE MINIMUM STANDARDS OF THE APPLICABLE BUILDING CODES AND LIFE SAFETY STANDARDS.



SITE PLAN / GROUND LEVEL

1"=20' SCALE

PROPOSED

COHEN • FREEDMAN • ENCINOSA & ASSOC.
Architects, PA
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PRELIMINARY DESIGN FOR:
PARKVIEW PLACE
DANIA BEACH, FL

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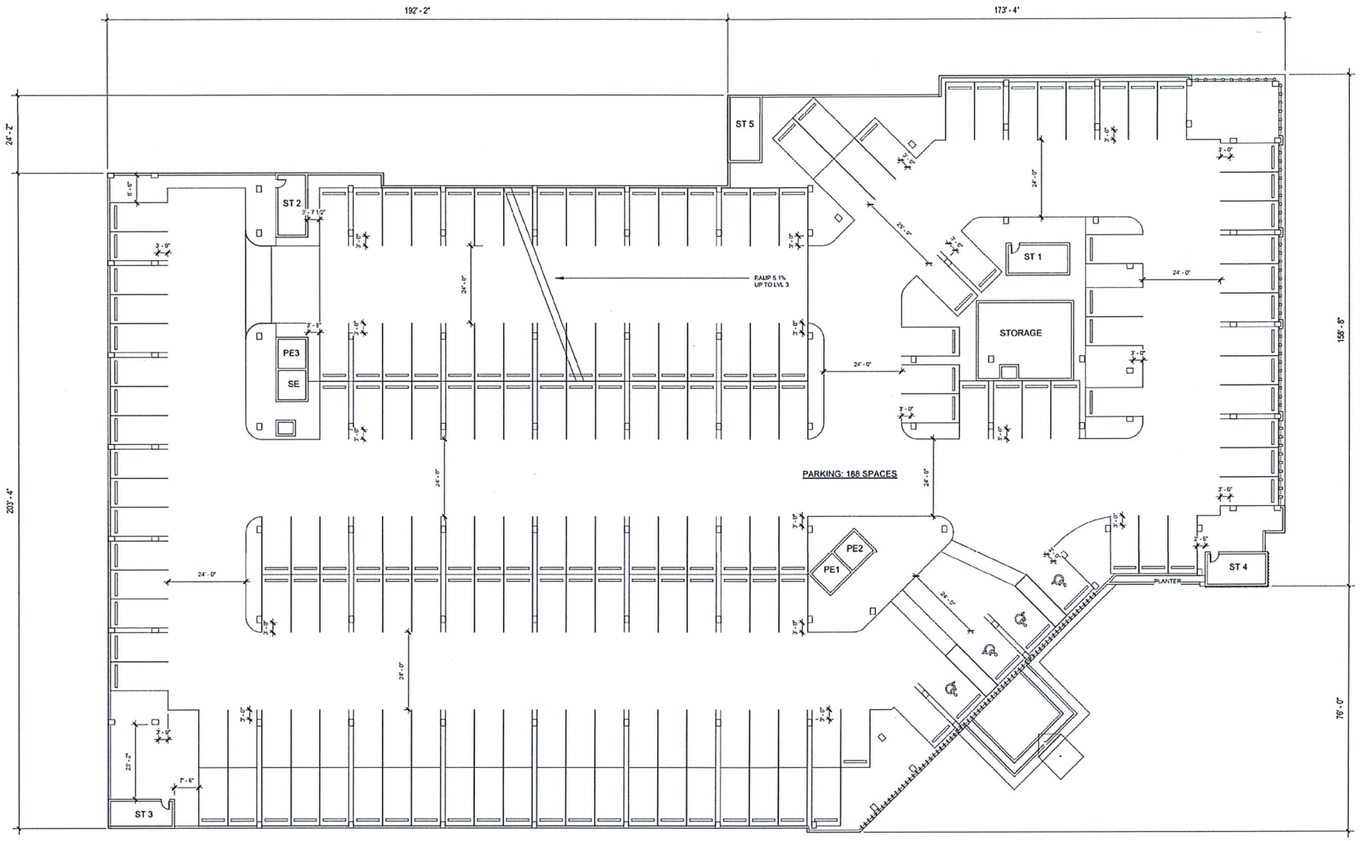
drawn by: CFE

date: 07/25/22

sheet no: A1.1p

project: .



SCALE: 1"=20'

0 20 FT 40 FT 80 FT

N

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SIGNED BY:
VANESSA A. JIMENEZ - AR94684
FLORIDA ARCHITECT

ISSUE RECORD:

DRC Submittal	04.02.2020
DRC Resubmittal	05.07.2020
City Commission	11.16.2021

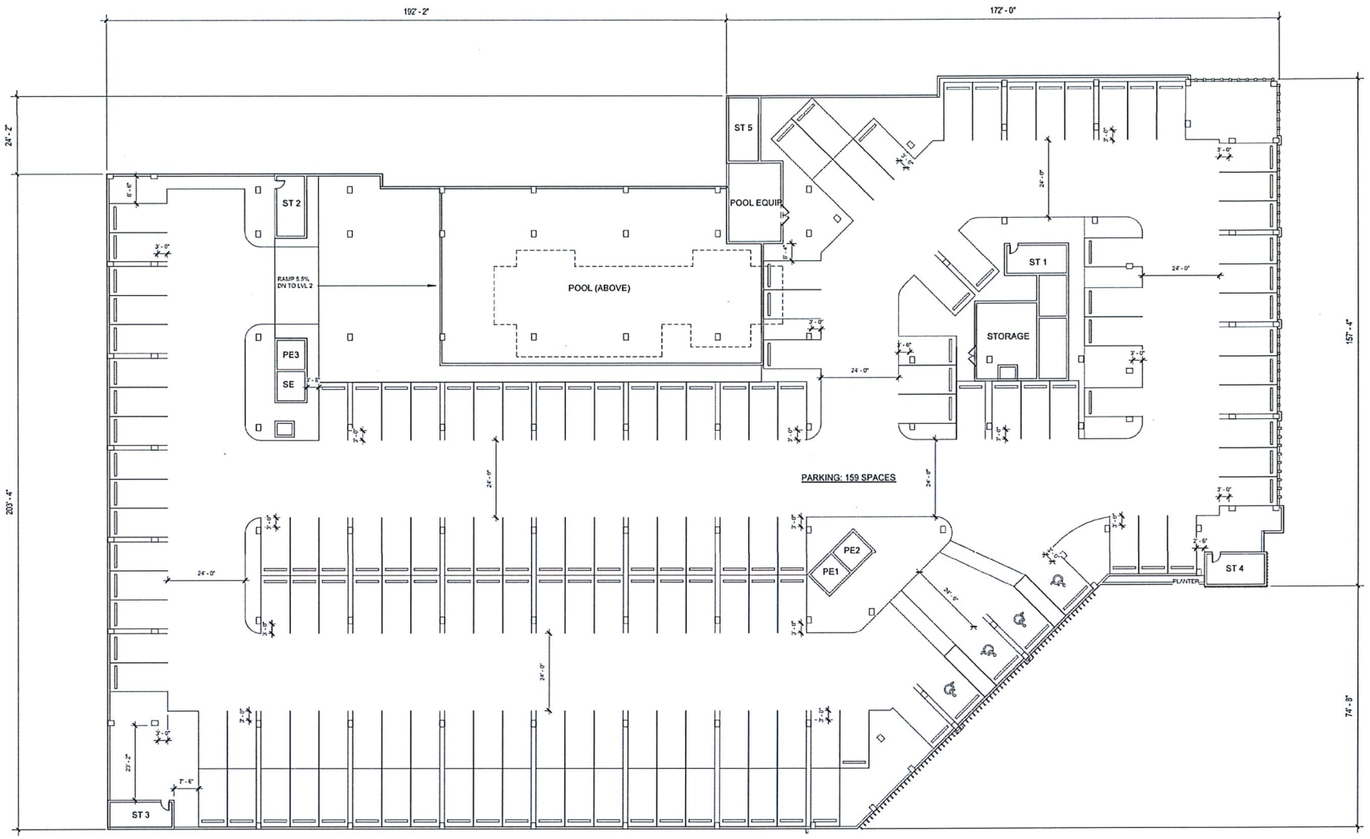
SHEET TITLE:

LEVEL 2 PLAN

SHEET NUMBER:

A1.2

TO THE ARCHITECTS KNOWLEDGE, THESE PLANS COMPLY WITH THE MINIMUM STANDARDS OF THE APPLICABLE BUILDING CODES AND LIFE SAFETY STANDARDS.



SCALE: 1"=20'

0 20 FT 40 FT 80 FT

N

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SIGNED BY:
VANESSA A. JIMENEZ - AR94694
FLORIDA ARCHITECT

ISSUE RECORD:

DRC Submittal	04.02.2020
DRC Resubmittal	05.07.2020
City Commission	11.16.2021

SHEET TITLE:

LEVEL 3 PLAN

SHEET NUMBER:

A1.3

TO THE ARCHITECTS KNOWLEDGE, THESE PLANS COMPLY WITH THE MINIMUM STANDARDS OF THE APPLICABLE BUILDING CODES AND LIFE SAFETY STANDARDS.

2ND TO 5TH LEVELS

1"=20' SCALE

PROPOSED

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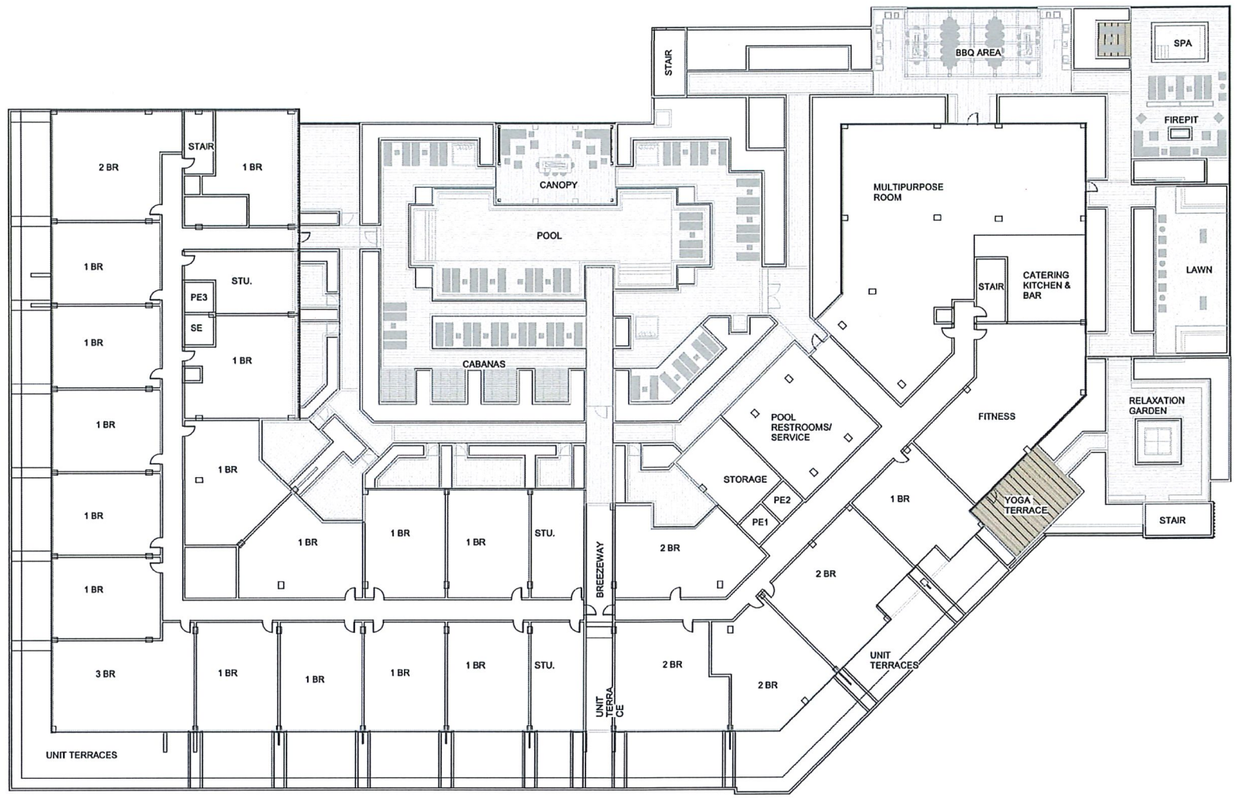
Architects, PA
8085 N.W. 155th Street Miami Lakes, Florida 33016 305 826 3999

PRELIMINARY DESIGN FOR:
PARKVIEW PLACE
DANIA BEACH, FL

drawn by: CFE
date: 07/25/22
sheet no: A1.3p
project no: .



SCALE: 1"=20'

0 20 FT 40 FT 80 FT

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NO.	DATE	REVISIONS

OWNER:

PRH - DANIA BEACH, LLC

SIGNED BY:
VANESSA A. JIMENEZ - AR94684
FLORIDA ARCHITECT

ISSUE RECORD:

DRC Submittal	04.02.2020
DRC Resubmittal	05.07.2020
City Commission	11.16.2021

SHEET TITLE:

LEVEL 4 PLAN

SHEET NUMBER:

A1.4

TO THE ARCHITECTS KNOWLEDGE, THESE PLANS COMPLY WITH THE MINIMUM STANDARDS OF THE APPLICABLE BUILDING CODES AND LIFE SAFETY STANDARDS.

N

6TH LEVEL (DECK)

1"=20' SCALE

PROPOSED

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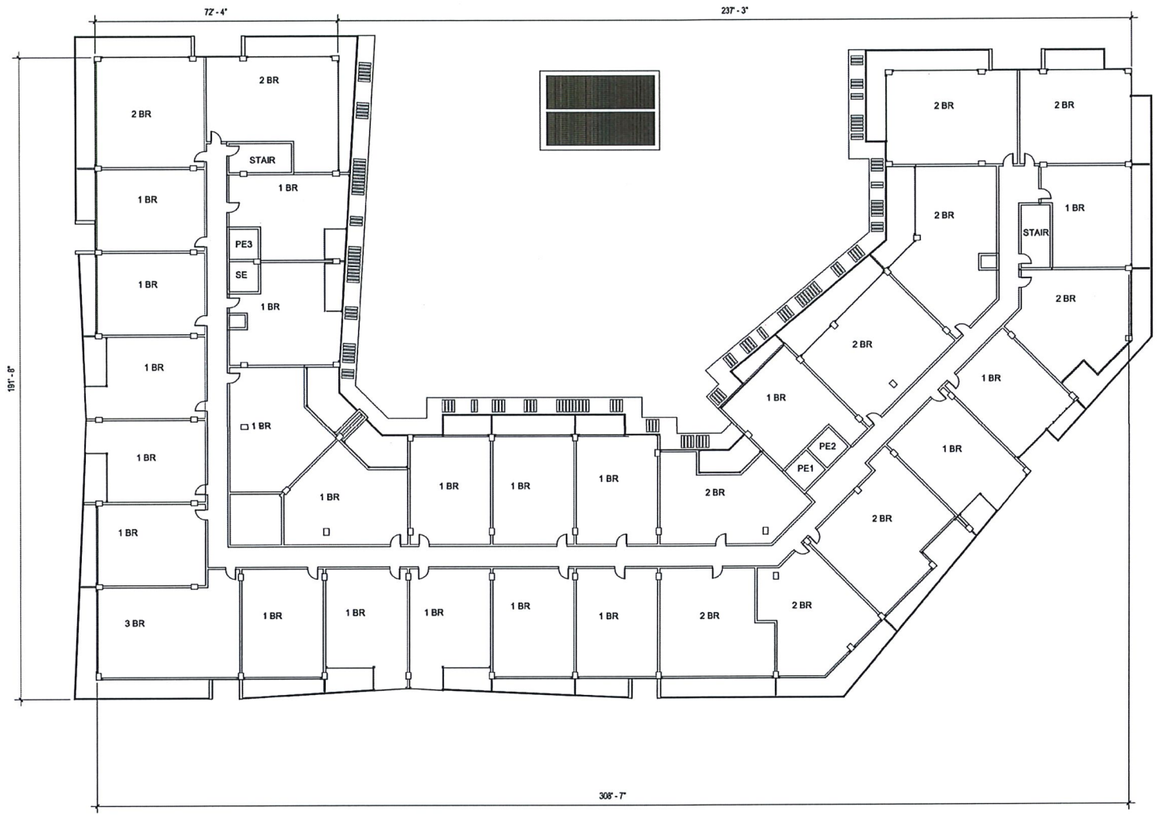
PRELIMINARY DESIGN FOR:
PARKVIEW PLACE
DANIA BEACH, FL

drawn by: CFE
date: 02/15/22
sheet no: A1.4p
project: .



SCALE: 1"=20'

0 20 FT 40 FT 80 FT

N

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FLORIDA ARCHITECT

ISSUE RECORD:

DRC Submittal	04.02.2020
DRC Resubmittal	05.07.2020
City Commission	11.16.2021

SHEET TITLE:
LEVEL 5-14 PLAN

SHEET NUMBER:
A1.5

TO THE ARCHITECTS KNOWLEDGE, THESE PLANS COMPLY WITH THE MINIMUM STANDARDS OF THE APPLICABLE BUILDING CODES AND LIFE SAFETY STANDARDS.

7TH to 11TH LEVELS

1"=20' SCALE

PROPOSED

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Architects, PA
8085 N.W. 155th Street Miami Lakes, Florida 33016 305 826 3939

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DANIA BEACH, FL

drawn by: CFE
date: 07/25/22
sheet no: A1.5ap
project: .

12TH to 13TH LEVELS

1"=20' SCALE

PROPOSED

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8085 N.W. 155th Street Miami Lakes, Florida 33016 305 826 3939

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PARKVIEW PLACE
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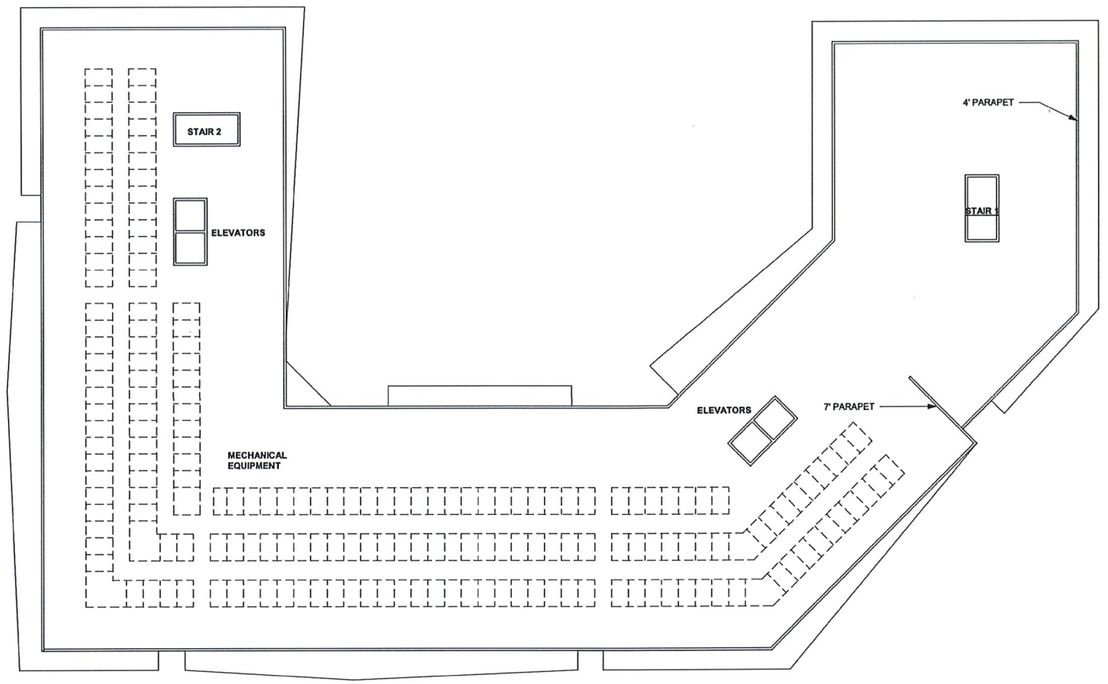
drawn by	CFE
date	07/25/22
sheet no	A1.5bp
project	.



SCALE: 1"=20'

0 20 FT 40 FT 80 FT

N

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OWNER:

PRH - DANIA BEACH, LLC

SIGNED BY:
VANESSA A. JIMENEZ - AR94684
FLORIDA ARCHITECT

ISSUE RECORD:

DRC Submittal	04.02.2020
DRC Resubmittal	05.07.2020
City Commission	11.16.2021

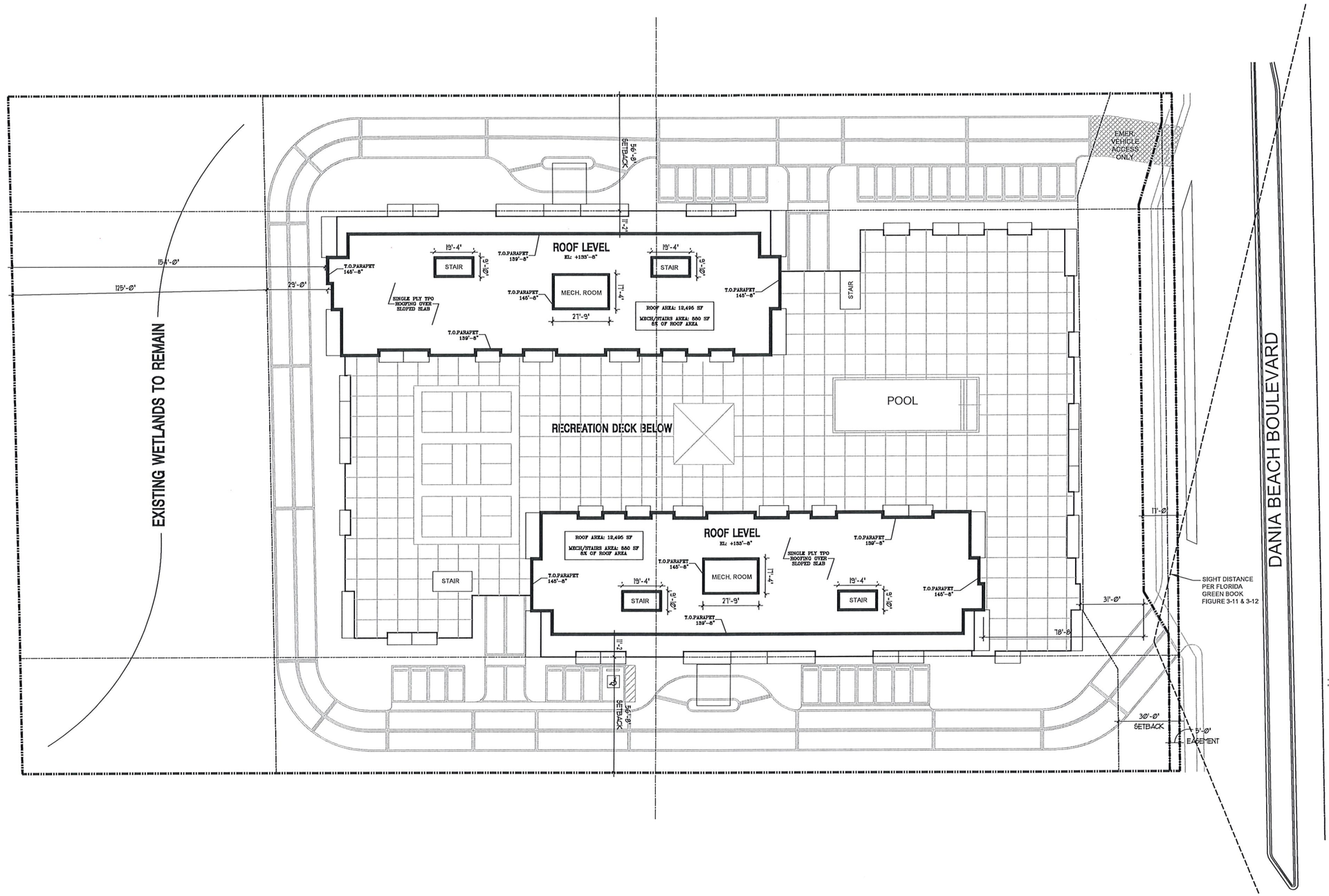
SHEET TITLE:

ROOF PLAN

SHEET NUMBER:

A1.6

TO THE ARCHITECTS KNOWLEDGE, THESE PLANS COMPLY WITH THE MINIMUM STANDARDS OF THE APPLICABLE BUILDING CODES AND LIFE SAFETY STANDARDS.



ROOF LEVEL

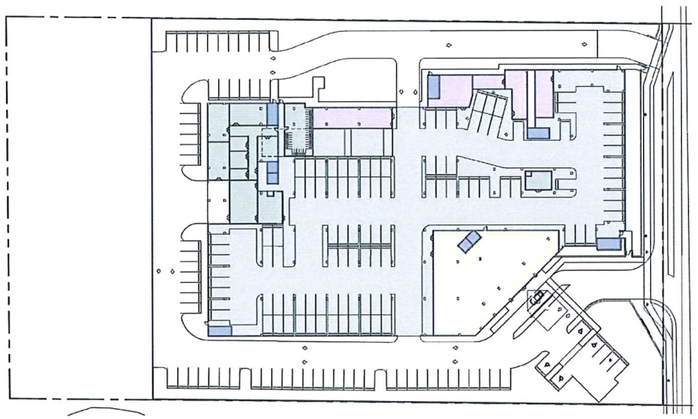
1"=20' SCALE

PROPOSED

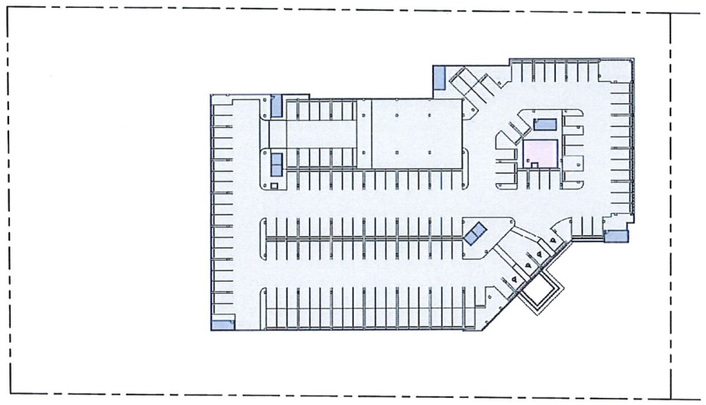
COHEN • FREEDMAN • ENCINOSA & ASSOC.
Architects, PA
8085 N.W. 155th Street Miami Lakes, Florida 33016 305 826 3999

PRELIMINARY DESIGN FOR:
PARKVIEW PLACE
DANIA BEACH, FL

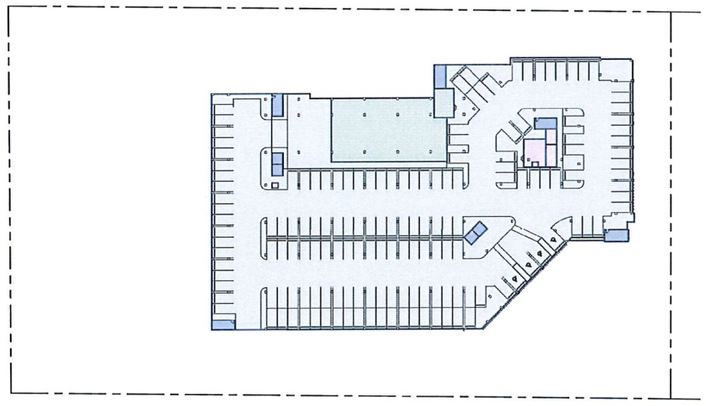
drawn by: CFE
date: 02/25/22
sheet no: A1.6p
project: .



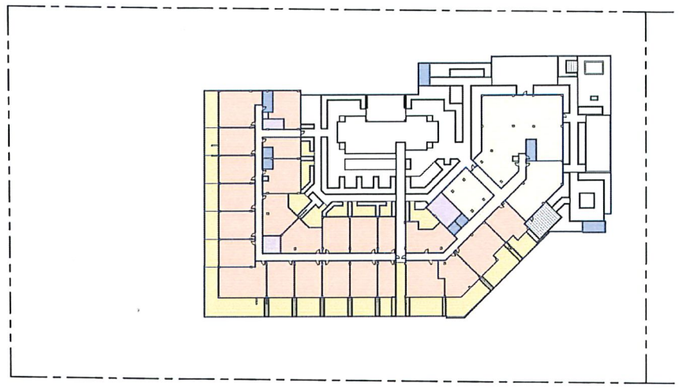
Gross Bldg Areas - Level 1	
Name	Area
BOH	6696 SF
Common Area	7551 SF
Garage	50874 SF
Storage	3907 SF
Vertical Circulation	1348 SF
Total Area	70376 SF



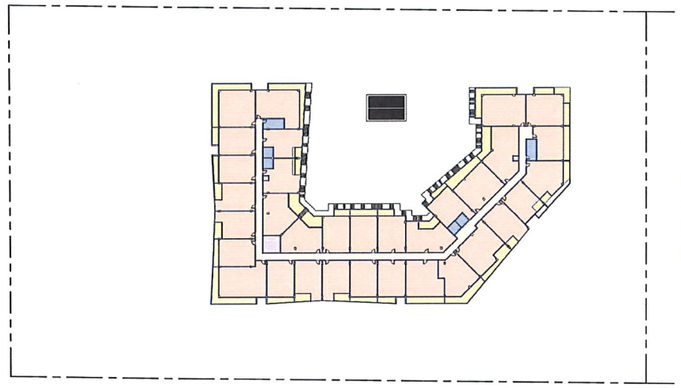
Gross Bldg Areas - Level 2	
Name	Area
Garage	69607 SF
Storage	719 SF
Vertical Circulation	1329 SF
Total Area	71655 SF



Gross Bldg Areas - Level 3	
Name	Area
BOH	5745 SF
Garage	63416 SF
Storage	793 SF
Vertical Circulation	1329 SF
Total Area	71283 SF



Gross Bldg Areas - Level 4	
Name	Area
Common Area	11086 SF
PooL Deck	26588 SF
Storage	1019 SF
Terrace	9589 SF
Unit	21956 SF
Vertical Circulation	1171 SF
Total Area	71410 SF



Gross Bldg Areas - Levels 5-14	
Name	Area
Common Area	3019 SF
Storage	299 SF
Terrace	5913 SF
Unit	30478 SF
Vertical Circulation	721 SF
Total Area	40430 SF

TOTAL GROSS BUILDING AREAS	
BOH	12,441 SF
GARAGE	183,897 SF
STORAGE	9,428 SF
COMMON AREA	48,827 SF
CIRCULATION	12,387 SF
POOL DECK	26,588 SF
UNIT (A/C AREA)	326,736 SF
UNIT TERRACE	68,719 SF
TOTAL:	**689,023 SF**

SCALE: N.T.S.

N

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ARCHITECT

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Coral Gables, FL 33134

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CONSULTANTS:

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NO.	DATE	REVISIONS

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FLORIDA ARCHITECT

ISSUE RECORD:

DRC Submittal	04.02.2020
DRC Resubmittal	05.07.2020
City Commission	11.16.2021

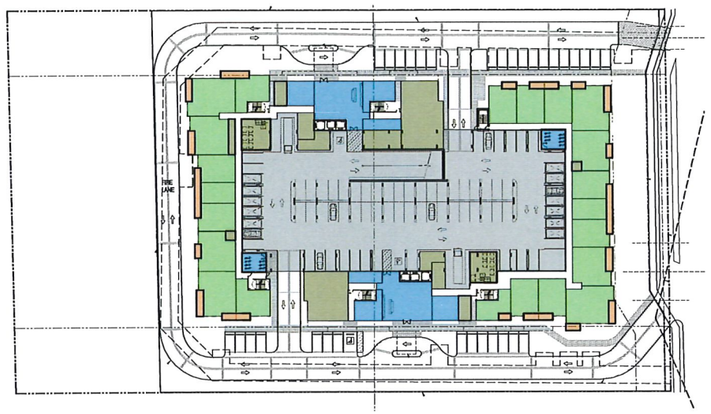
SHEET TITLE:

AREA DIAGRAMS

SHEET NUMBER:

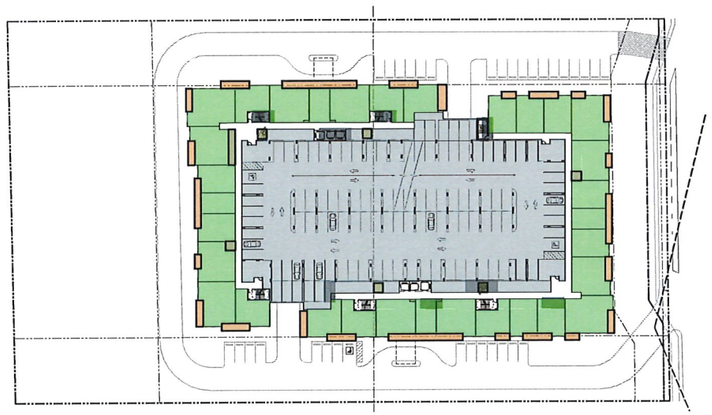
A1.7

TO THE ARCHITECTS KNOWLEDGE, THESE PLANS COMPLY WITH THE MINIMUM STANDARDS OF THE APPLICABLE BUILDING CODES AND LIFE SAFETY STANDARDS.

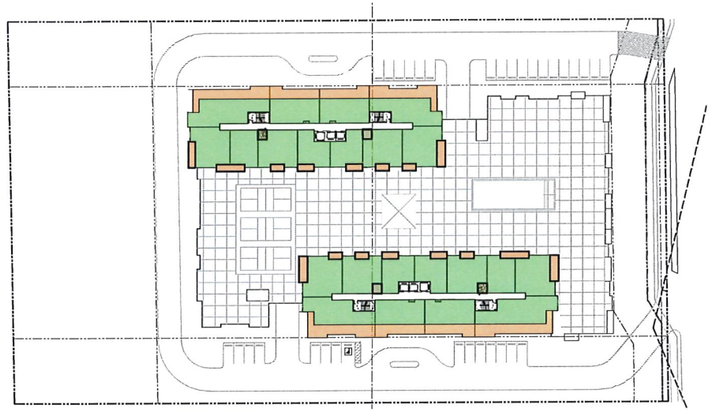


BUILDING AREAS - LEVEL 1	
UNITS	18,832 SF
CIRCULATION	5,887 SF
BOH	7,310 SF
COMMON AREA	7,625 SF
TOTAL FOR FAR	39,654 SF
GARAGE	31,541 SF
TOTAL FOR FAR + GARAGE	71,195 SF
TERRACE	2,247 SF
TOTAL GROSS AREA	73,442 SF

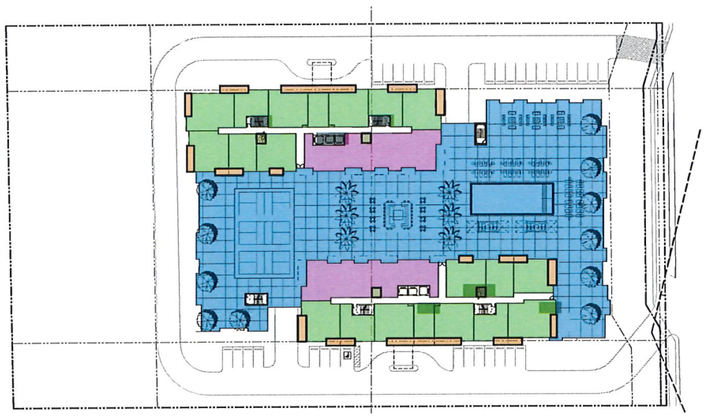
BUILDING AREAS - LEVELS 7-11	
UNITS	26,108 SF
CIRCULATION	3,192 SF
BOH	275 SF
TOTAL FOR FAR	29,575 SF
TERRACE	3,719 SF
TOTAL GROSS AREA	33,294 SF



BUILDING AREAS - LEVELS 2-5	
UNITS	27,370 SF
CIRCULATION	6,164 SF
BOH	590 SF
TOTAL FOR FAR	34,124 SF
GARAGE	39,233 SF
TOTAL FOR FAR + GARAGE	73,357 SF
TERRACE	3,677 SF
TOTAL GROSS AREA	77,034 SF



BUILDING AREAS - LEVELS 12-13	
UNITS	21,552 SF
CIRCULATION	3,192 SF
BOH	275 SF
TOTAL FOR FAR	25,019 SF
TERRACE	5,994 SF
TOTAL GROSS AREA	31,013 SF



BUILDING AREAS - LEVEL 6	
UNITS	18,422 SF
CIRCULATION	4,188 SF
BOH	275 SF
AMENITY	6,783 SF
TOTAL FOR FAR	29,668 SF
TERRACE	2,763 SF
DECK	42,979 SF
TOTAL GROSS AREA	75,410 SF

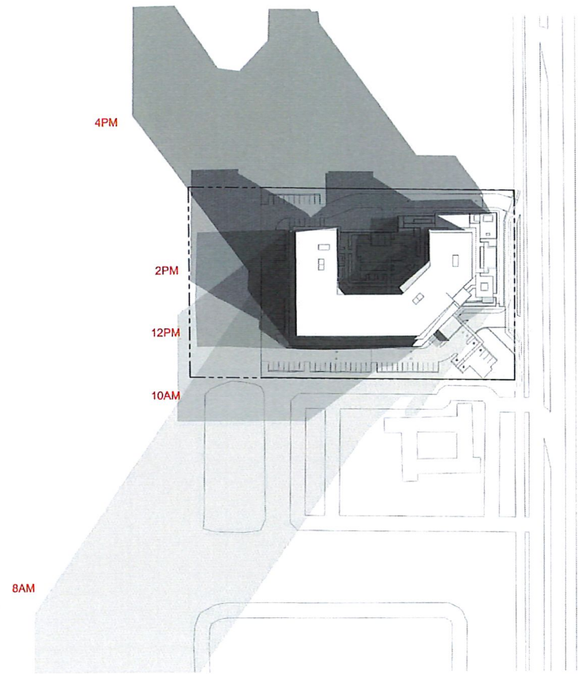
PROPOSED

COHEN • FREEDMAN • ENCINOSA & ASSOC.
Architects, PA
8085 N.W. 155th Street Miami Lakes, Florida 33016 305 826 3999

PRELIMINARY DESIGN FOR:
PARKVIEW PLACE
DANIA BEACH, FL

revisions

drawn by: CFE
date: 02/25/22
sheet no: A1.7p
project:



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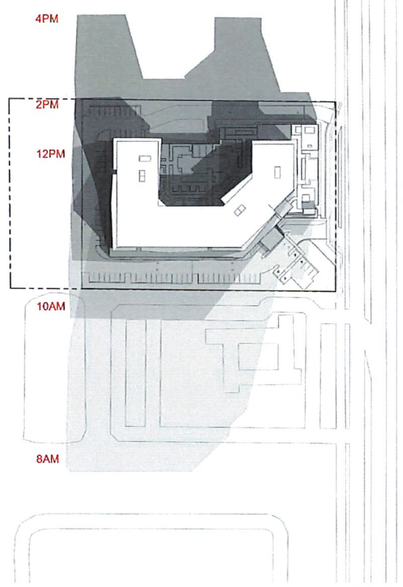
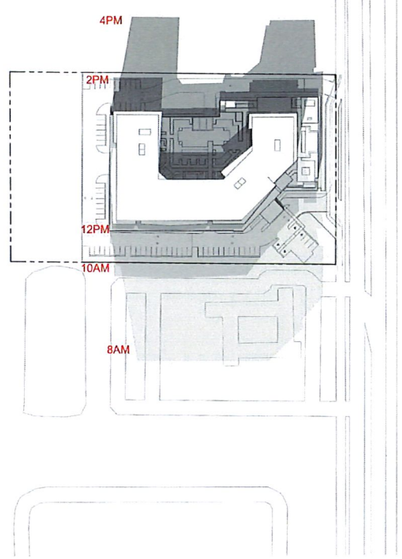
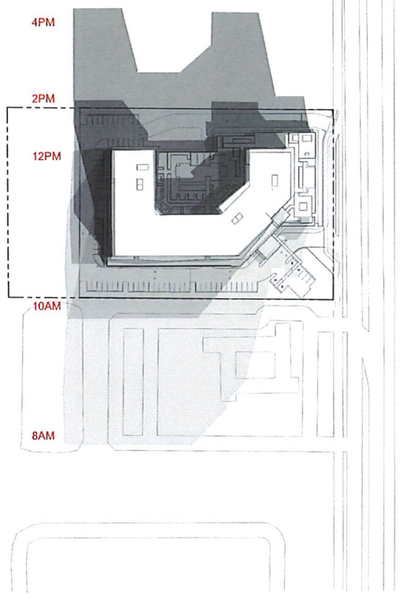


SPRING



SUMMER



FALL

SCALE: N.T.S.

N

APPROVED

ARCHITECT

bc architects

BC ARCHITECTS AIA, INC.

75 Valencia Avenue, Ste. 1000
Coral Gables, FL 33134

Tel. 305.663.8182 Fax. 305.663.8882

LIC. NO. AA0003360

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CONSULTANTS:

PARKVIEW PLACE

DANIA BEACH, FLORIDA

NO.	DATE	REVISIONS

OWNER:

PRH – DANIA BEACH, LLC

SIGNED BY:
VANESSA A. JIMENEZ - AR94684
FLOR DA ARCHITECT

ISSUE RECORD:

DRC Submittal	04.02.2020
DRC Resubmittal	05.07.2020
City Commission	11.16.2021

SHEET TITLE:

SUN STUDY DIAGRAM

SHEET NUMBER:

A1.8

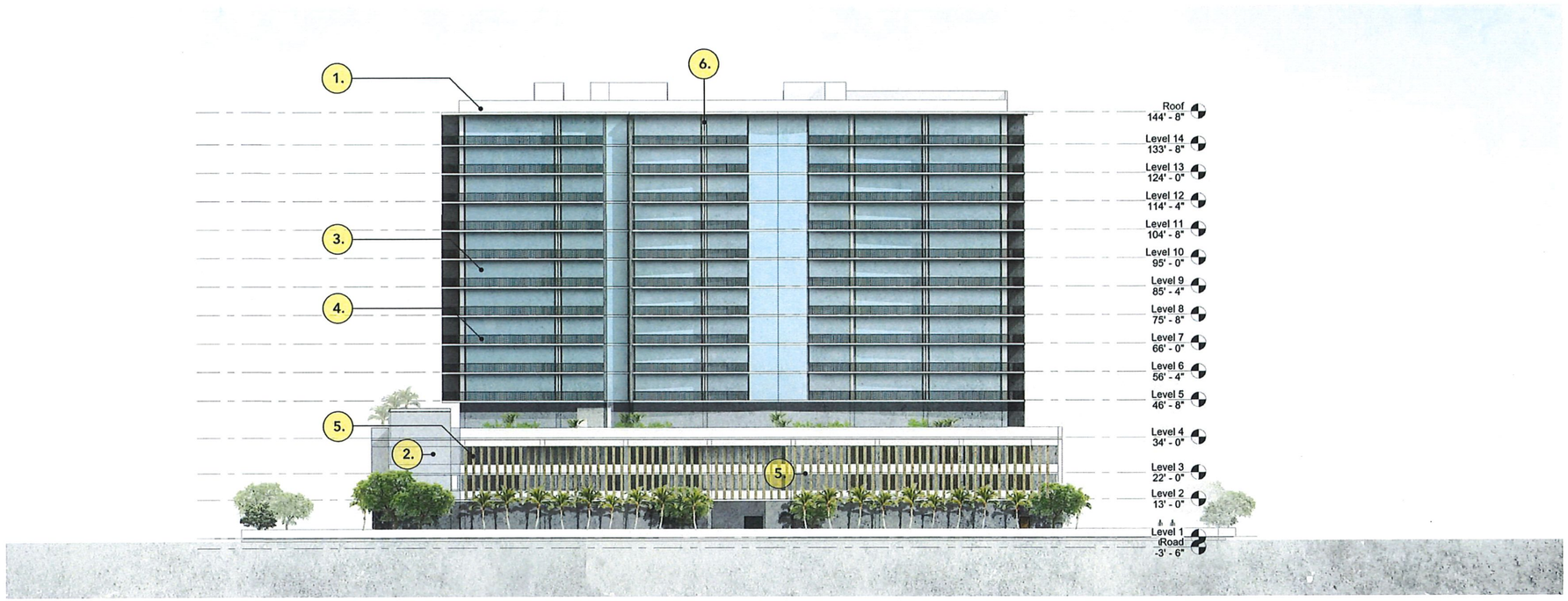
TO THE ARCHITECTS KNOWLEDGE, THESE PLANS COMPLY WITH THE MINIMUM STANDARDS OF THE APPLICABLE BUILDING CODES AND LIFE SAFETY STANDARDS.

PROPOSED

COHEN • FREEDMAN • ENCINOSA & ASSOC.
Architects, PA
8085 N.W. 155th Street Miami Lakes, Florida 33016 305 826 3999

PRELIMINARY DESIGN FOR:
PARKVIEW PLACE
DANIA BEACH, FL

drawn by: CPE
date: 01/25/22
sheet no: A1.8p
project: .



NORTH ELEVATION

SOUTH ELEVATION

LEGEND

1. STUCCO FINISH - GRAY
2. STUCCO FINISH - WHITE
3. GLASS
4. ALUMINUM RAILING - DARK GRAY
5. ALUMINUM SCREENING - SIMULATED WOOD
6. ALUMINUM PARTITION SCREEN - SIMULATED WOOD
7. MONUMENT SIGN - APPROX. 22.17 SF SIGN AREA

GLAZING CALCULATION LEGEND

TOTAL FACADE SURFACE AREA:	29,415 SF
TOTAL GLAZING SURFACE AREA:	15,711 SF
TOTAL NORTH FACADE GLAZING %:	**53%**

GLAZING CALCULATION LEGEND

TOTAL FACADE SURFACE AREA:	29,123 SF
TOTAL GLAZING SURFACE AREA:	13,715 SF
TOTAL SOUTH FACADE GLAZING %:	**47%**

SCALE: 1"=20'

0 20 FT 40 FT 80 FT

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ARCHITECT

bc architects

BC ARCHITECTS AIA, INC.

75 Valencia Avenue, Ste. 1000
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Tel. 305.663.8182 Fax. 305.663.8882

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CONSULTANTS:

PARKVIEW PLACE

DANIA BEACH, FLORIDA

NO.	DATE	REVISIONS

OWNER:
PRH - DANIA BEACH, LLC

SIGNED BY:
VANESSA A. JIMENEZ - AR94684
FLORIDA ARCHITECT

ISSUE RECORD:

DRC Submittal	04.02.2020
DRC Resubmittal	05.07.2020
City Commission	11.16.2021

SHEET TITLE:
NORTH & SOUTH ELEVATIONS

SHEET NUMBER:
A.2.1

TO THE ARCHITECTS KNOWLEDGE, THESE PLANS COMPLY WITH THE MINIMUM STANDARDS OF THE APPLICABLE BUILDING CODES AND LIFE SAFETY STANDARDS.

NORTH ELEVATION

N.T.S.

SOUTH ELEVATION

N.T.S.

ELEVATION KEY NOTES

1. SMOOTH STUCCO FINISH
2. SCORED STUCCO LINE
3. ALUMINUM PIPE-RAIL ESP FINISH
4. RAISED STUCCO MOLDING
5. TINTED GLASS WINDOW IN ALUM. FRAME ESP. FIN.
6. CLEAR STOREFRONT GLASS IN ALUM. FRAME (ESP FIN)
7. TINTED SLIDING GLASS DOOR IN ALUM FRAME (ESP FIN)
8. CONCRETE EYEBROW
9. LOBBY PORTE COCHERE
10. METAL TRELLIS
11. ALUMN. AND GLASS RAILING SYSTEM (ESP FIN)

PROPOSED

COHEN • FREEDMAN • ENCINOSA & ASSOC.
Architects, PA
8085 N.W. 155th Street Miami Lakes, Florida 33016 305 826 3939

PRELIMINARY DESIGN FOR:
PARKVIEW PLACE
DANIA BEACH, FL

drawn by: CFE
date: 07/25/22
sheet no: A2.1p
project: .

WEST ELEVATION

EAST ELEVATION

MATERIAL LEGEND

1. STUCCO FINISH - GRAY
2. STUCCO FINISH - WHITE
3. GLASS
4. ALUMINUM RAILING - DARK GRAY
5. ALUMINUM SCREENING - SIMULATED WOOD
6. ALUMINUM PARTITION SCREEN - SIMULATED WOOD

GLAZING CALCULATION LEGEND

TOTAL FACADE SURFACE AREA:	47,824 SF
TOTAL GLAZING SURFACE AREA:	25,956 SF
TOTAL WEST FACADE GLAZING %:	**54%**

GLAZING CALCULATION LEGEND

TOTAL FACADE SURFACE AREA:	46,987 SF
TOTAL GLAZING SURFACE AREA:	24,822 SF
TOTAL EAST FACADE GLAZING %:	**53%**

SCALE: 1"=20'

0 20 FT 40 FT 80 FT

APPROVED

ARCHITECT

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BC ARCHITECTS AIA, INC.

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Coral Gables, FL 33134

Tel. 305.663.8182 Fax. 305.663.8882

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CONSULTANTS:

PARKVIEW PLACE

DANIA BEACH, FLORIDA

NO.	DATE	REVISIONS

OWNER:

PRH - DANIA BEACH, LLC

SIGNED BY:
VANESSA A. JIMENEZ - AR94684
FLOR DA ARCHITECT

ISSUE RECORD:

DRC Submittal	04.02.2020
DRC Resubmittal	05.07.2020
City Commission	11.16.2021

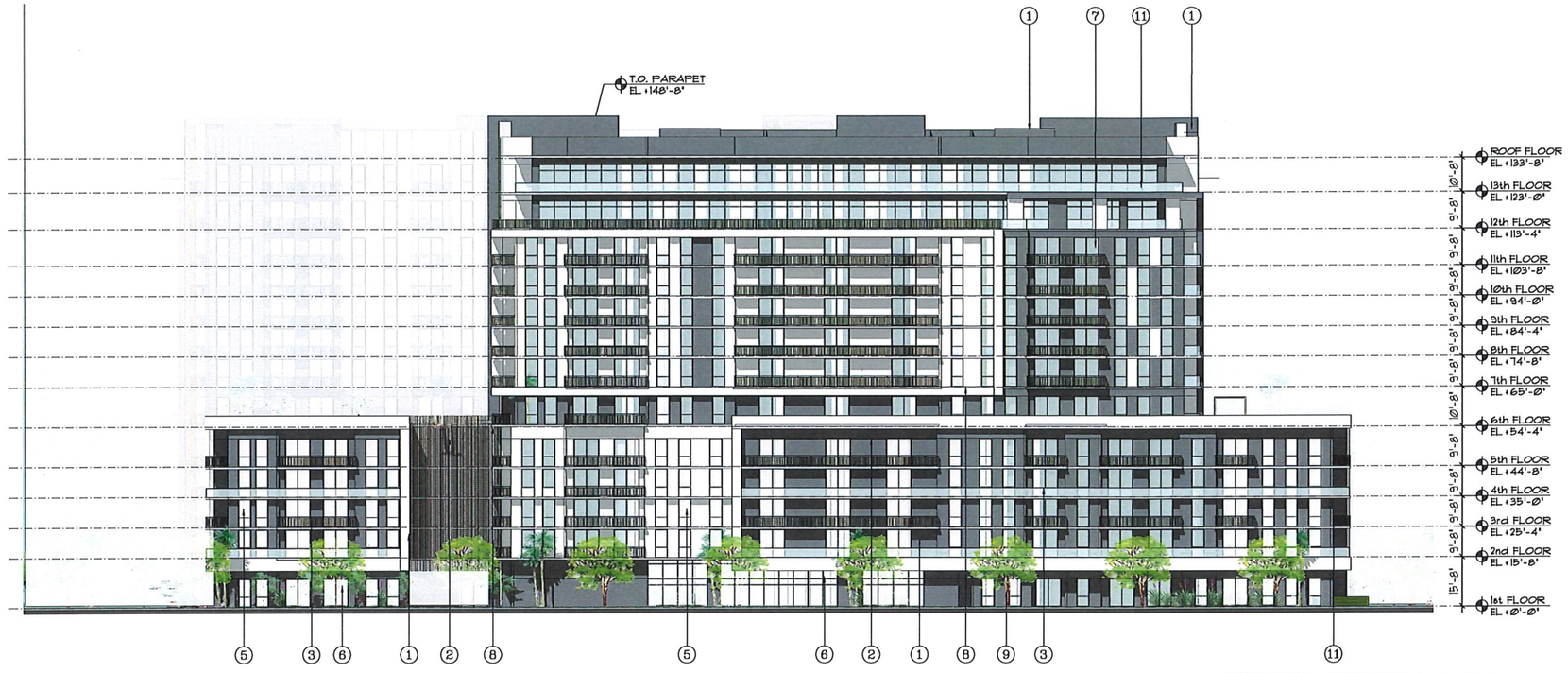
SHEET TITLE:

EAST & WEST ELEVATIONS

SHEET NUMBER:

A2.2

TO THE ARCHITECTS KNOWLEDGE, THESE PLANS COMPLY WITH THE MINIMUM STANDARDS OF THE APPLICABLE BUILDING CODES AND LIFE SAFETY STANDARDS.



WEST ELEVATION

N.T.S.

EAST ELEVATION

N.T.S.

PROPOSED

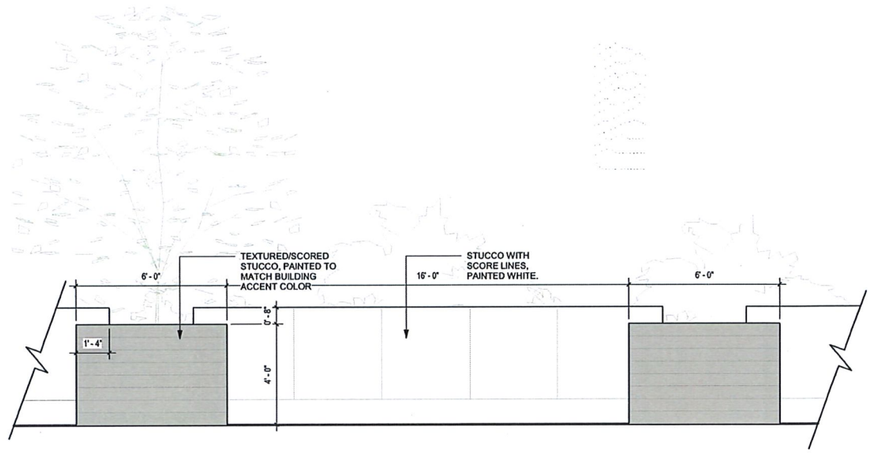
ELEVATION KEY NOTES

1. SMOOTH STUCCO FINISH
2. SCORED STUCCO LINE
3. ALUMINUM PIPE-RAIL ESP FINISH
4. RAISED STUCCO MOLDING
5. TINTED GLASS WINDOW IN ALUM. FRAME ESP. FIN.
6. CLEAR STOREFRONT GLASS IN ALUM. FRAME (ESP FIN)
7. TINTED SLIDING GLASS DOOR IN ALUM FRAME (ESP FIN)
8. CONCRETE EYEBROW
9. LOBBY PORTE COCHERE
10. METAL TRELLIS
11. ALUMN. AND GLASS RAILING SYSTEM (ESP FIN)

COHEN • FREEDMAN • ENCINOSA & ASSOC.
Architects, PA
8085 NW 155th Street Miami Lakes, Florida 33016 305 826 3999

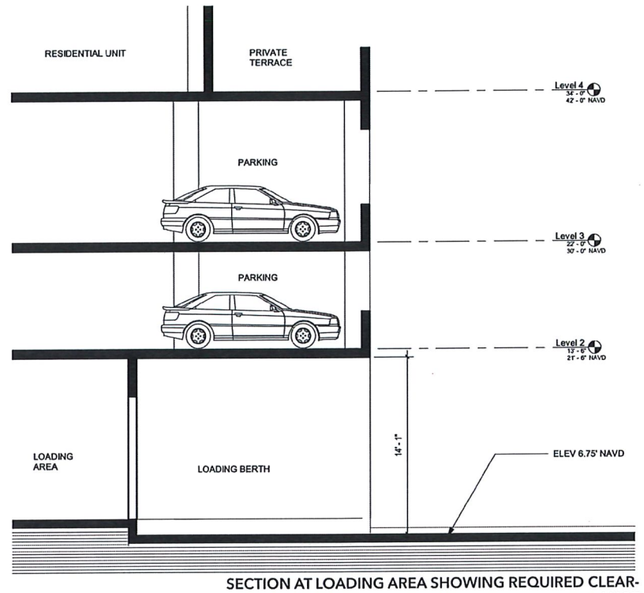
PRELIMINARY DESIGN FOR:
PARKVIEW PLACE
DANIA BEACH, FL

drawn by: CFE
date: 07/15/22
sheet no: A2.2p
project: .



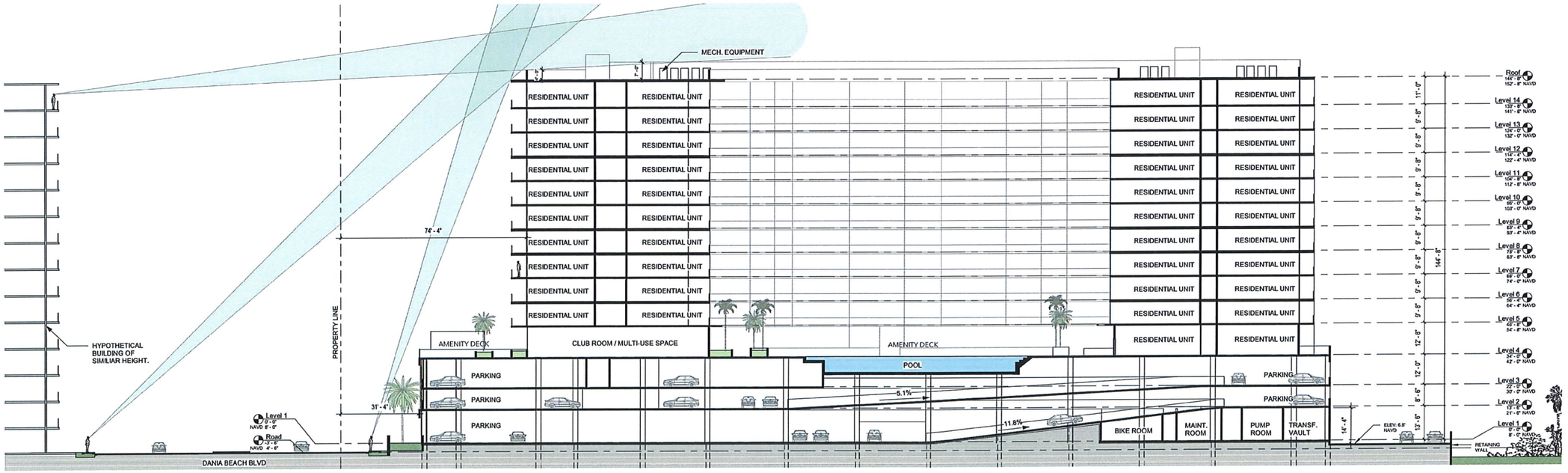
ELEVATION DETAIL OF SITE WALL, VIEWED FROM ABUTTING PROPERTY

SCALE: 3/8"=1'



SECTION AT LOADING AREA SHOWING REQUIRED CLEARANCE

SCALE: 3/16"=1'



SITE SECTION

SCALE: 1"=20'

0 20 FT 40 FT 80 FT

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ARCHITECT

bc architects

BC ARCHITECTS AIA, INC.

75 Valencia Avenue, Ste. 1000
Coral Gables, FL 33134

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LIC. NO. AA0003360

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CONSULTANTS:

PARKVIEW PLACE

DANIA BEACH, FLORIDA

NO.	DATE	REVISIONS

OWNER:

PRH - DANIA BEACH, LLC

SIGNED BY:
VANESSA A. JIMENEZ - AR94684
FLOR DA ARCHITECT

ISSUE RECORD:

DRC Submittal	04.02.2020
DRC Resubmittal	05.07.2020
City Commission	11.16.2021

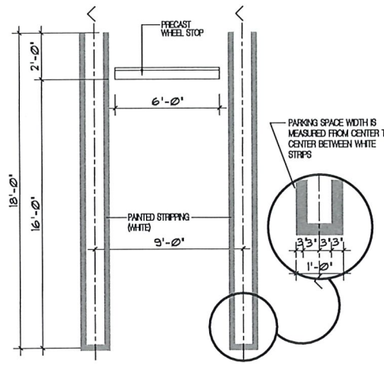
SHEET TITLE:

SITE SECTION AND DETAILS

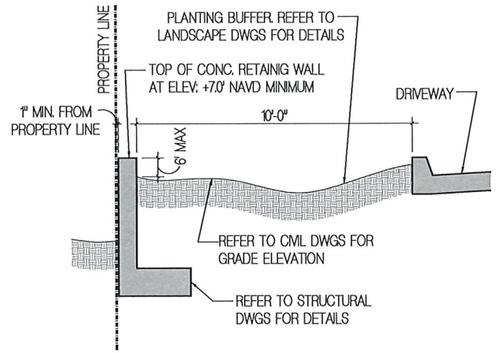
SHEET NUMBER:

A2.3

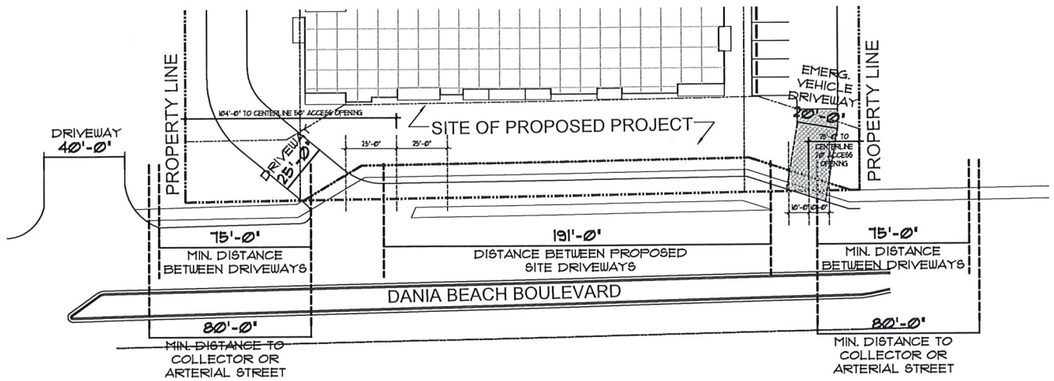
TO THE ARCHITECTS KNOWLEDGE, THESE PLANS COMPLY WITH THE MINIMUM STANDARDS OF THE APPLICABLE BUILDING CODES AND LIFE SAFETY STANDARDS.



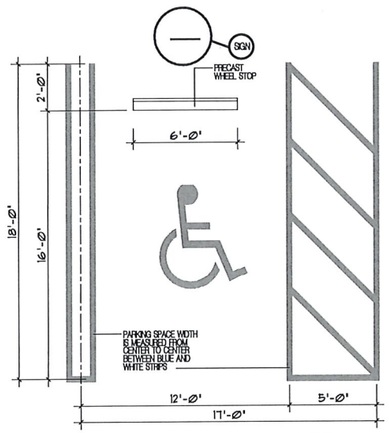
1 PARKING SPACE DETAIL



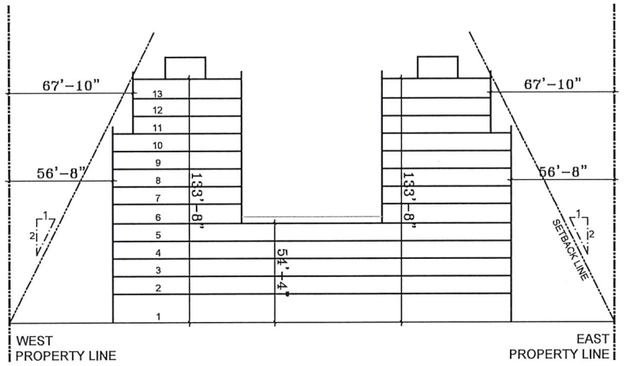
3 RETAINING WALL



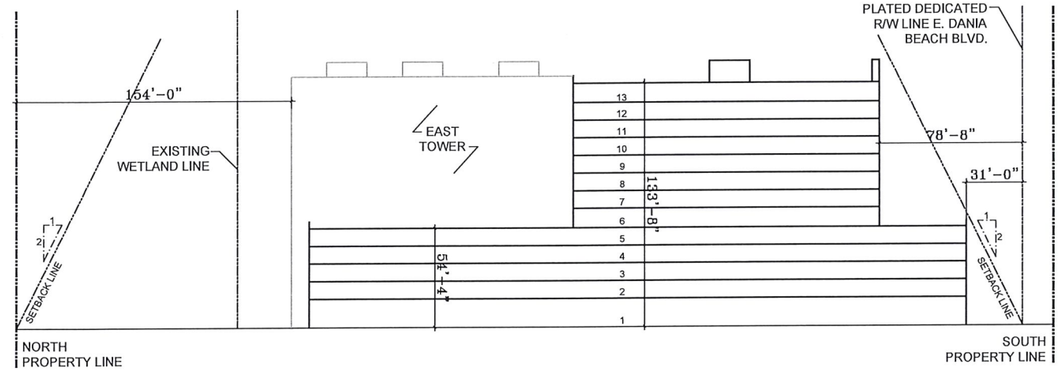
DRIVEWAY SEPARATION DIAGRAM



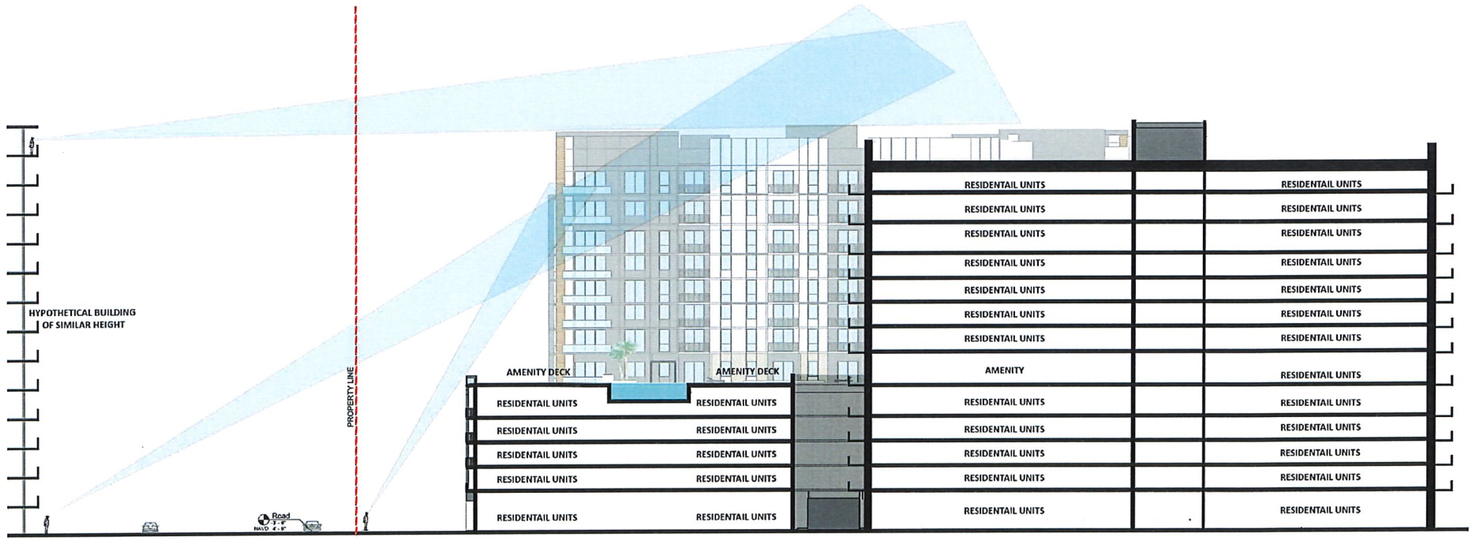
2 ADA SPACE DETAIL



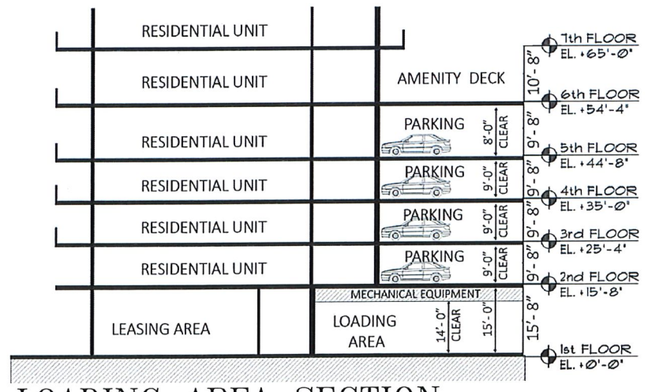
EAST-WEST SETBACK DIAGRAM



EAST-WEST SETBACK DIAGRAM



SITE SECTION



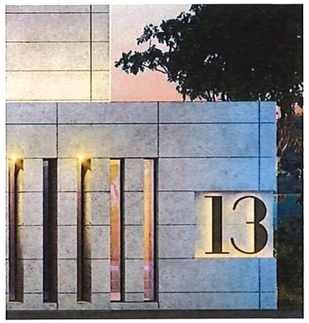
LOADING AREA SECTION

PROPOSED

COHEN • FREEDMAN • ENCINOSA & ASSOC.
Architects, PA
8085 N.W. 155th Street Miami Lakes, Florida 33016 305 826 3999

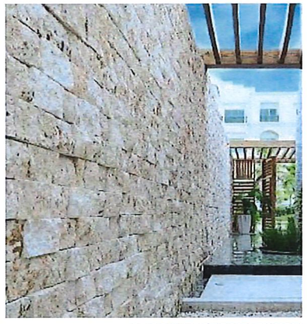
PRELIMINARY DESIGN FOR:
PARKVIEW PLACE
DANIA BEACH, FL

drawn by: CFE
date: 07/25/22
sheet no: A2.3p
project:



1. GREY STUCCO FINISH - SCORED

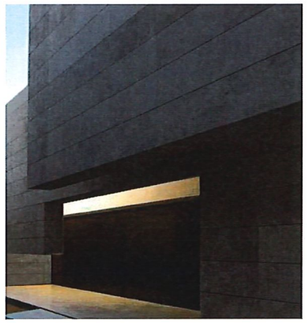
2. GLASS RAILING



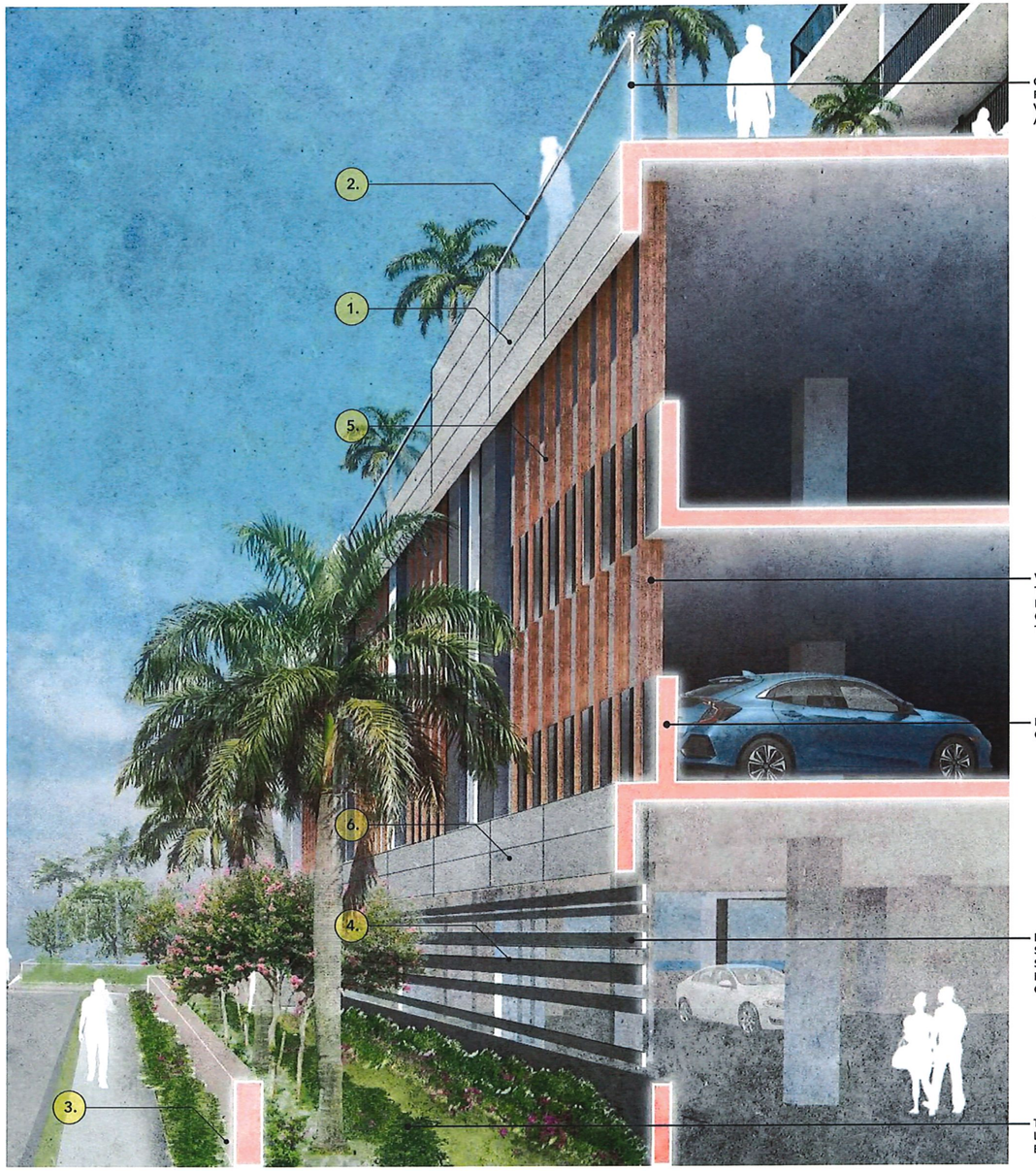
3. CORAL STONE FINISH

4. ALUMINUM SCREENING

5. SIMULATED WOOD ALUMINUM SCREEN



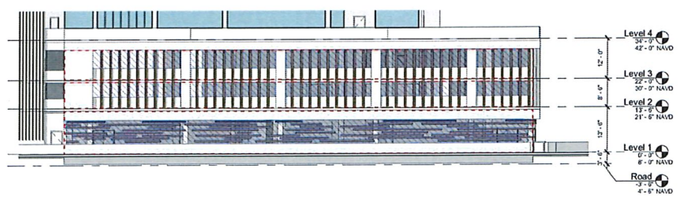
6. DARK GREY STUCCO FINISH - SCORED



GARAGE SECTIONAL PERSPECTIVE
SOUTH FACADE

SCREENING CALCULATION - SOUTH FACADE

	LEVEL 1	LEVEL 2	LEVEL 3
TOTAL FACADE SURFACE AREA:	1,798 SF	1,098 SF	1,262 SF
TOTAL SCREENED AREA:	630 SF	394 SF	500 SF
TOTAL OPENINGS AREA:	1,168 SF	704 SF	762 SF
TOTAL SCREENING %:	**65%**	**64%**	**60%**



SOUTH FACADE - SCREENING DIAGRAM

APPROVED

ARCHITECT

bc architects

BC ARCHITECTS AIA, INC.

75 Valencia Avenue, Ste. 1000
Coral Gables, FL 33134

Tel. 305.663.8182 Fax. 305.663.8882

LIC. NO. AA0003360

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CONSULTANTS:

PARKVIEW PLACE

DANIA BEACH, FLORIDA

NO.	DATE	REVISIONS

OWNER:
PRH - DANIA BEACH, LLC

SIGNED BY:
VANESSA A. JIMENEZ - AR94684
FLORIDA ARCHITECT

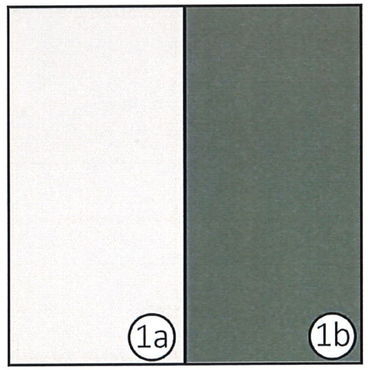
ISSUE RECORD:

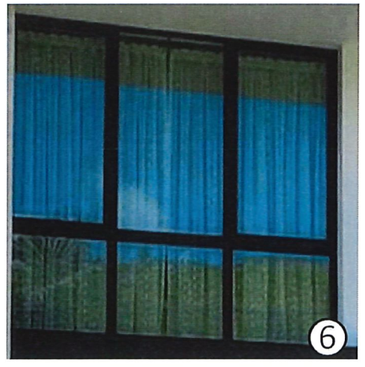
DRC Submittal	04.02.2020
DRC Resubmittal	05.07.2020
City Commission	11.16.2021

SHEET TITLE:
GARAGE DETAILS

SHEET NUMBER:
A2.4

TO THE ARCHITECTS KNOWLEDGE, THESE PLANS COMPLY WITH THE MINIMUM STANDARDS OF THE APPLICABLE BUILDING CODES AND LIFE SAFETY STANDARDS.





1.SMOOTH STUCCO FINISH
- 1a. SW 7004 SNOWBOUND
- 1b. SW 7060 ATTITUDE GRAY

2.ENGINEERED WOOD
3. STUCCO BAND
4. ALUMINUM AND GLASS RAILING
5. ALUMINUM AND PIPE RAILING
6. TINTED GLASS WINDOW IN ALUMINUM FRAME
7. TINTED SLIDING GLASS DOOR

PROPOSED

COHEN • FREEDMAN • ENCINOSA & ASSOC.
Architects, PA
8085 N.W. 155th Street Miami Lakes, Florida 33016 305 826 3999

PRELIMINARY DESIGN FOR:
PARKVIEW PLACE
DANIA BEACH, FL

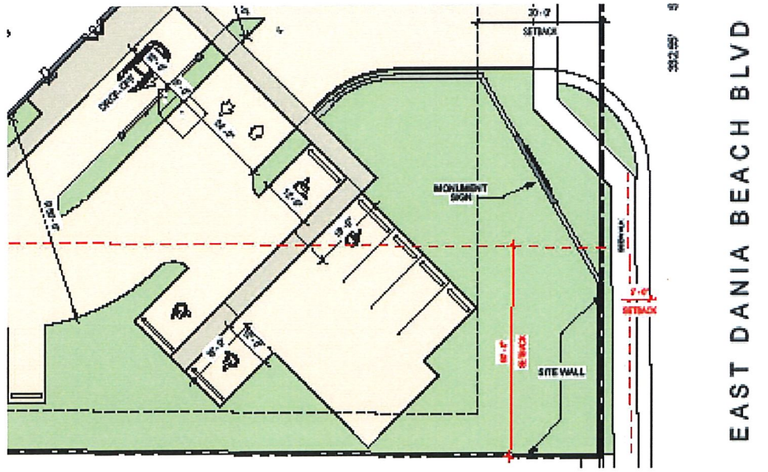
drawn by: CFE
date: 02/25/22
sheet no: A2.4p
project #:

MONUMENT SIGNAGE

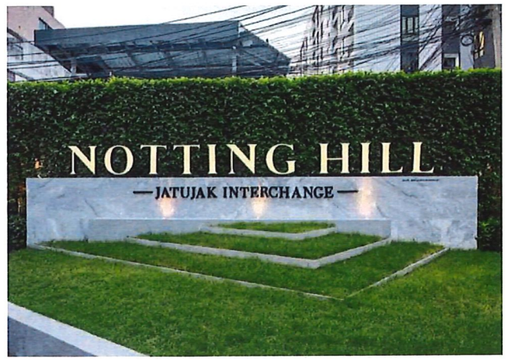
MONUMENT SIGNAGE
ELEVATION
1/4"=1'-0"

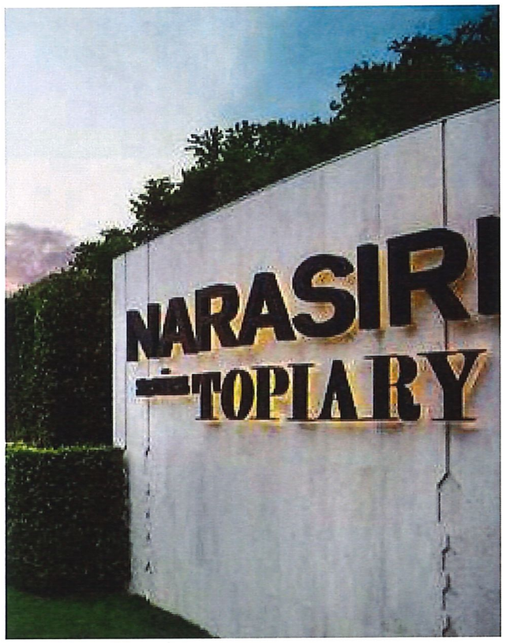
CUMULATIVE SIGN AREA

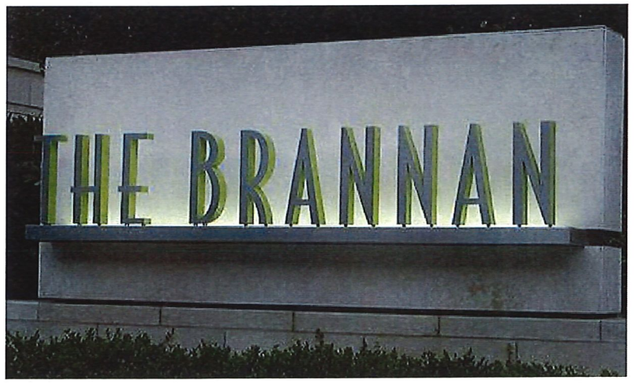
"PARKVIEW PLACE":	12'-8" X 1'-0"	**12.67 SF**
ADDRESS:	12'-8" X 0'-9"	**9.5 SF**
TOTAL:		**22.17** SF



MONUMENT SIGNAGE
PLAN
1/8"=1'-0"







ENTRANCE FEATURE SIGNAGE
ILLUMINATION REFERENCE IMAGES

APPROVED

ARCHITECT

bc architects

BC ARCHITECTS AIA, INC.

75 Valencia Avenue, Ste. 1000
Coral Gables, FL 33134

Tel. 305.663.8182 Fax. 305.663.8882

LIC. NO. AA0003360

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CONSULTANTS:

PARKVIEW PLACE

DANIA BEACH, FLORIDA

NO.	DATE	REVISIONS

OWNER:
PRH – DANIA BEACH, LLC

SIGNED BY:
VANESSA A. JIMENEZ - AR94694
FLORIDA ARCHITECT

ISSUE RECORD:

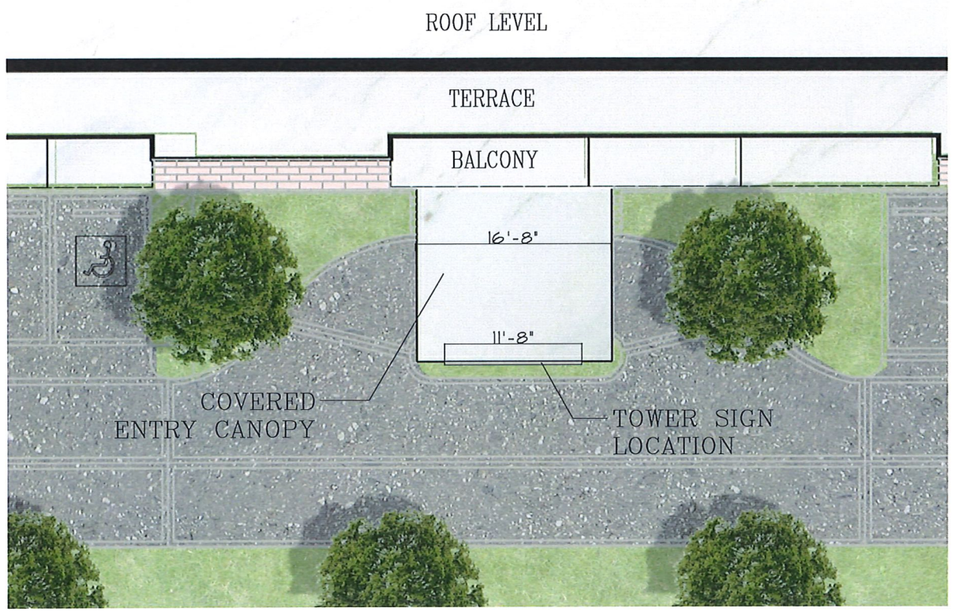
DRC Submittal	04.02.2020
DRC Resubmittal	05.07.2020
City Commission	11.16.2021

SHEET TITLE:
SIGNAGE DESIGN REFERENCE

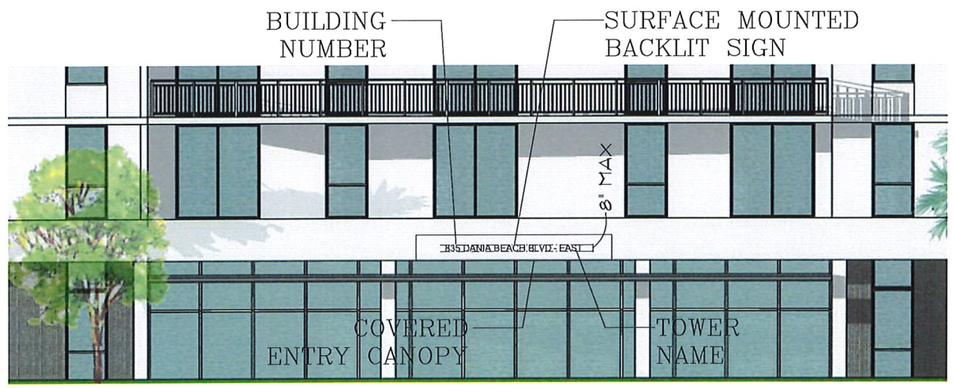
SHEET NUMBER:
A2.5

TO THE ARCHITECTS KNOWLEDGE, THESE PLANS COMPLY WITH THE MINIMUM STANDARDS OF THE APPLICABLE BUILDING CODES AND LIFE SAFETY STANDARDS.

NOTE:
SIGNAGE WILL NOT BE A PART OF THIS PERTMIT.
ONLY SHOWN HERE FOR LOCATION INTENTION.



TYPICAL PLAN VIEW FOR TWO LOCATIONS AT TOWER ENTRANCES



TYPICAL ELEVATION VIEW FOR TWO LOCATIONS AT TOWER ENTRANCES

SIGN AREA PER BUILDING
SIGN: 11'–8" X 0'–8" = 7.7 SF
TOTAL PER BUILDING = 7.7 SF

TOTAL SIGN AREA
EAST TOWER = 7.7 SF WEST TOWER = 7.7 SF
TOTAL = 15.4 SF

PROPOSED

COHEN • FREEDMAN • ENCINOSA & ASSOC.
Architects, PA
8085 N.W. 155th Street Miami Lakes, Florida 33016 305 826 3999

PRELIMINARY DESIGN FOR:
PARKVIEW PLACE
DANIA BEACH, FL

drawn by: CFE
date: 02/15/22
sheet no: A2.5p
project: .

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75 Valencia Avenue, Ste. 1000
Coral Gables, FL 33134

Tel. 305.663.8182 Fax. 305.663.8882

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CONSULTANTS:

PARKVIEW PLACE

DANIA BEACH, FLORIDA

NO.	DATE	REVISIONS

OWNER:

PRH - DANIA BEACH, LLC

SIGNED BY:
VANESSA A. JIMENEZ - AR94694
FLORIDA ARCHITECT

ISSUE RECORD:

DRC Submittal	04.02.2020
DRC Resubmittal	05.07.2020
City Commission	11.16.2021

SHEET TITLE:

RENDERING - AERIAL VIEW LOOKING NORTHWEST

SHEET NUMBER:

A2.6

TO THE ARCHITECTS KNOWLEDGE, THESE PLANS COMPLY WITH THE MINIMUM STANDARDS OF THE APPLICABLE BUILDING CODES AND LIFE SAFETY STANDARDS.

PROPOSED

COHEN • FREEDMAN • ENCINOSA & ASSOC.
Architects, PA
8085 N.W. 155th Street Miami Lakes, Florida 33016 305 826 3939

PRELIMINARY DESIGN FOR:
PARKVIEW PLACE
DANIA BEACH, FL

drawn by: CFE
date: 07/25/22
sheet no: A2.6p
project: .

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CONSULTANTS:

PARKVIEW PLACE

DANIA BEACH, FLORIDA

NO.	DATE	REVISIONS

OWNER:

PRH - DANIA BEACH, LLC

SIGNED BY:
VANESSA A. JIMENEZ - AR94684
FLORIDA ARCHITECT

ISSUE RECORD:

DRC Submittal	04.02.2020
DRC Resubmittal	05.07.2020
City Commission	11.16.2021

SHEET TITLE:

RENDERING - AMENITY DECK

SHEET NUMBER:

A2.7

TO THE ARCHITECTS KNOWLEDGE, THESE PLANS COMPLY WITH THE MINIMUM STANDARDS OF THE APPLICABLE BUILDING CODES AND LIFE SAFETY STANDARDS.

PROPOSED

COHEN • FREEDMAN • ENCINOSA & ASSOC.
Architects, PA
8085 N.W. 155th Street Miami Lakes, Florida 33016 305 826 3999

PRELIMINARY DESIGN FOR:
PARKVIEW PLACE
DANIA BEACH, FL

drawn by: CPE
date: 07/15/22
sheet no: A2.7p
project: .

PROPOSED

COHEN • FREEDMAN • ENCINOSA & ASSOC.
Architects, PA
8085 N.W. 155th Street Miami Lakes, Florida 33016 305 826 3999

PRELIMINARY DESIGN FOR:
PARKVIEW PLACE
DANIA BEACH, FL

drawn by: CFE
date: 02/15/22
sheet no: A2.8p
project: .

PROPOSED

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Architects, PA
8085 N.W. 155th Street Miami Lakes, Florida 33016 305 826 3999

PRELIMINARY DESIGN FOR:
PARKVIEW PLACE
DANIA BEACH, FL

drawn by: CFE
date: 07/15/22
sheet no: A2.9p
project: .

PROPOSED

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Architects, PA
8085 NW. 155th Street Miami Lakes, Florida 33016 305 826 3999

PRELIMINARY DESIGN FOR:
PARKVIEW PLACE
DANIA BEACH, FL

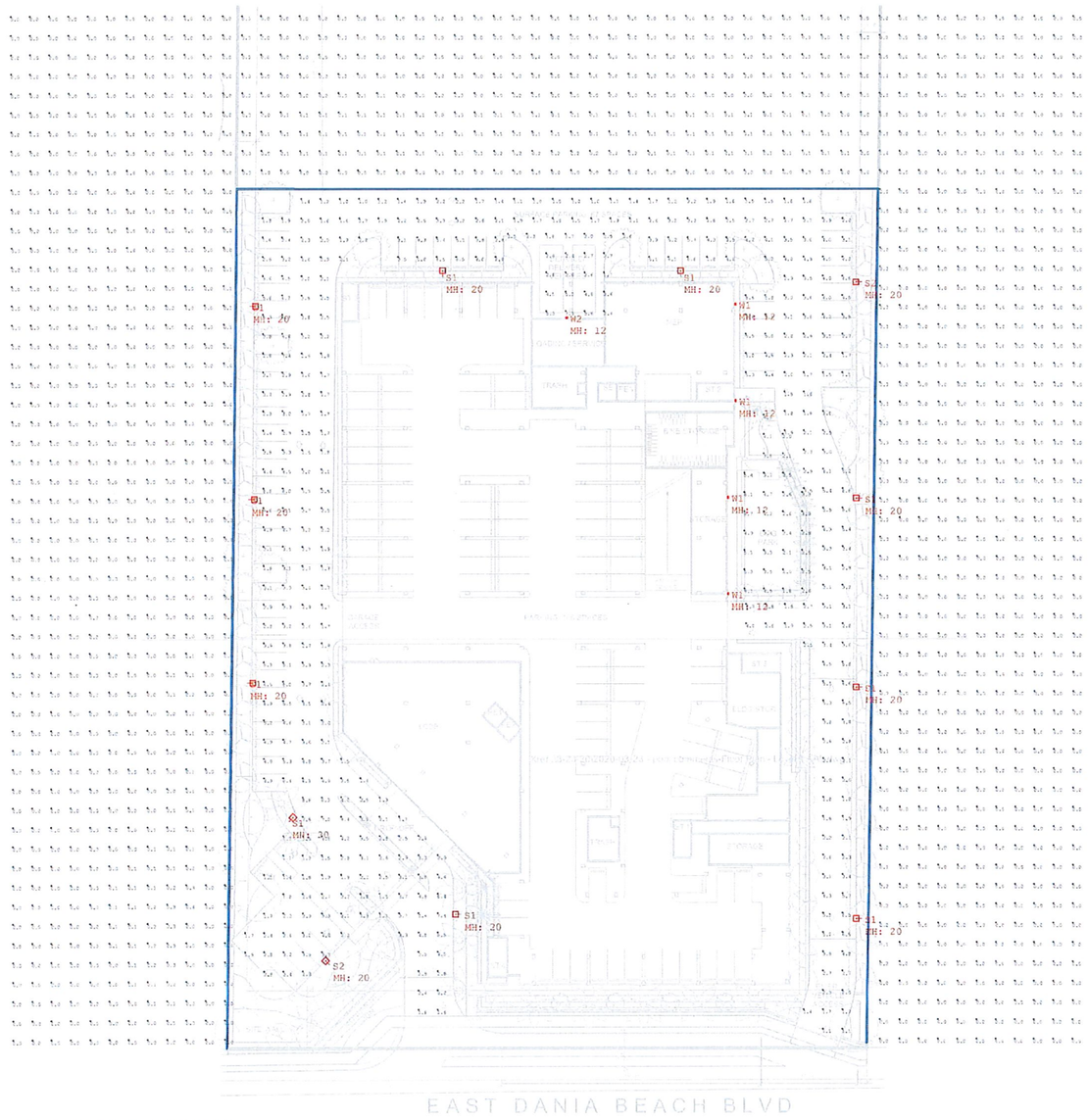
revisions	
drawn by	CFE
date	07/25/12
sheet no	A2.10p
project	.

PROPOSED

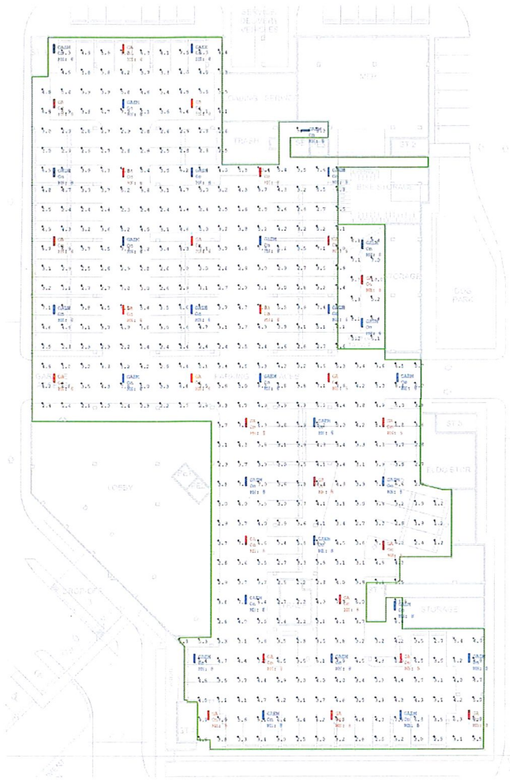
COHEN • FREEDMAN • ENCINOSA & ASSOC.
Architects, PA
8085 N.W. 155th Street Miami Lakes, Florida 33016 305 826 3999

PRELIMINARY DESIGN FOR:
PARKVIEW PLACE
DANIA BEACH, FL

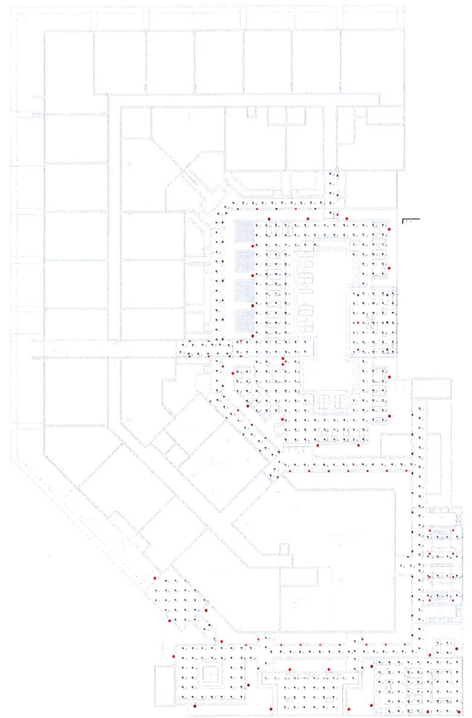
revisions	
drawn by	CFE
date	07/15/22
sheet no	A2.11p
project	.



SITE PHOTOMETRIC PLAN



1ST FLOOR PARKING PHOTOMETRIC PLAN



4TH FLOOR AMENITY DECK PHOTOMETRIC PLAN

SITE PHOTOMETRIC SCHEDULE

Luminaire Schedule					
Symbol	Qty	Label	Arrangement	LLF	Description
	10	S1	SINGLE	0.900	Xtra Light VNTLEDM022003MNDIM510XXBLHOHS
	2	S2	SINGLE	0.900	Xtra Light VNTLEDM022004SNDIM510XXBLHOHS
	4	W1	SINGLE	0.900	Xtra Light VNTW-8000L-40K-DIM-3M-BZ
	1	W2	SINGLE	0.900	Xtra Light VNTW-8000L-40K-DIM-4S-BZ

Calculation Summary						
Label	CalcType	Units	Avg	Max	Min	Avg/Min
Dog Park	Illuminance	Fc	3.77	8.1	1.8	2.09
Exterior Roadway and Parking	Illuminance	Fc	3.24	8.6	1.0	3.24
Property Spill	Illuminance	Fc	0.01	0.4	0.0	N.A.
Service - Delivery Vehicles	Illuminance	Fc	3.17	7.3	1.7	1.86

1ST FLOOR PARKING PHOTOMETRIC SCHEDULE

Luminaire Schedule				
Symbol	Qty	Label	Arrangement	Description
	25	GA	SINGLE	EELP VT8-4X48L-QT-MD-40K
	28	GAEM	SINGLE	EELP VT8-4X48L-QT-MD-40K (Connected to Inverter)

Calculation Summary							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
Ramp_Floor	Illuminance	Fc	7.30	10.0	5.1	1.43	1.96
Room_1_Floor	Illuminance	Fc	4.31	13.9	1.2	3.59	11.58

4TH FLOOR AMENITY DECK PHOTOMETRIC SCHEDULE

Luminaire Schedule					
Symbol	Qty	Label	Arrangement	LLF	Description
	35	A	SINGLE	0.900	Ragni MARGO BORNE-3P-9L4500K700mA
	65	B	SINGLE	0.900	PIL 071417 INSERT1
	14	C	SINGLE	0.900	Atlantic Lighting WLED414-60-VR20-XX-XX

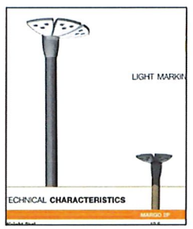
Calculation Summary							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
Banquet Area	Illuminance	Fc	13.40	23.7	5.5	2.44	4.31
Gaming Event Area	Illuminance	Fc	2.21	4.3	1.0	2.21	4.30
Heated Plunge Pool	Illuminance	Fc	2.81	9.0	1.0	2.81	9.00
Paver Walk	Illuminance	Fc	3.39	7.7	1.0	3.39	7.70
Pool Deck	Illuminance	Fc	3.45	9.3	1.0	3.45	9.30
Pool Lounge Structure	Illuminance	Fc	9.49	18.9	3.0	3.16	6.30
Water Feature	Illuminance	Fc	2.71	5.2	1.3	2.08	4.00
Yoga Deck	Illuminance	Fc	3.29	7.9	1.3	2.53	6.08

FIXTURE DETAILS

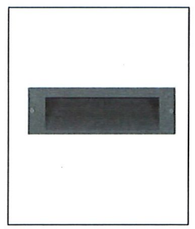
S1 AND S2 - POLE LIGHT

W1 AND W2 - WALL LIGHT

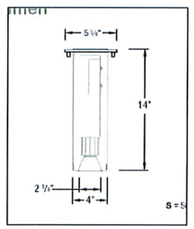
GA - CEILING LIGHT



A -BOLLARD



B - STEP LIGHT



C - PENDANT

SCALE: N.T.S.

N

APPROVED

ARCHITECT
bc architects
BC ARCHITECTS AIA, INC.
75 Valencia Avenue, Ste. 1000
Coral Gables, FL 33134
Tel. 305.663.8182 Fax. 305.663.8882
LIC. NO. AA0003360
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CONSULTANTS:

PARKVIEW PLACE
DANIA BEACH, FLORIDA

NO.	DATE	REVISIONS

OWNER:
PRH - DANIA BEACH, LLC

SIGNED BY:
VANESSA A. JIMENEZ - AR94694
FLOR DA ARCHITECT

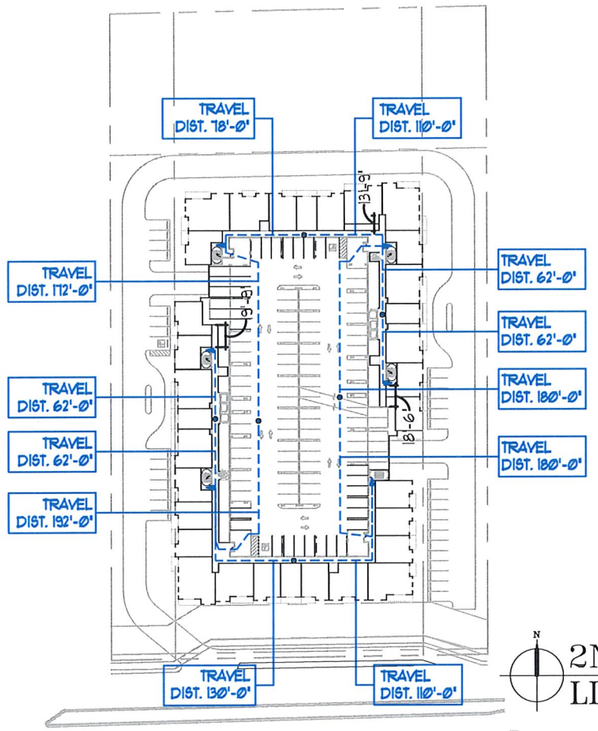
ISSUE RECORD:

DRC Submittal	04.02.2020
DRC Resubmittal	05.07.2020
City Commission	11.16.2021

SHEET TITLE:
PHOTOMETRIC PLANS

SHEET NUMBER:
A3.1

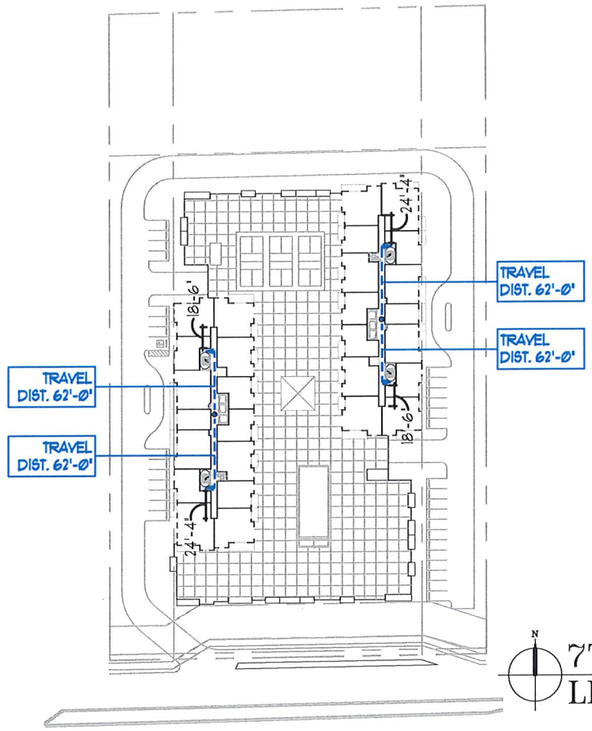
TO THE ARCHITECTS KNOWLEDGE, THESE PLANS COMPLY WITH THE MINIMUM STANDARDS OF THE APPLICABLE BUILDING CODES AND LIFE SAFETY STANDARDS.



N

2ND TO 5TH LEVELS
LIFE SAFETY

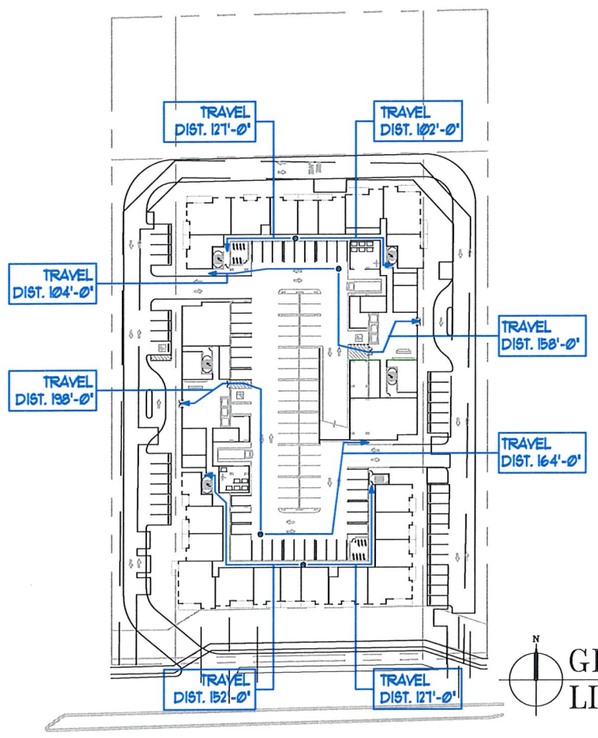
NTS



N

7TH TO 13TH LEVELS
LIFE SAFETY

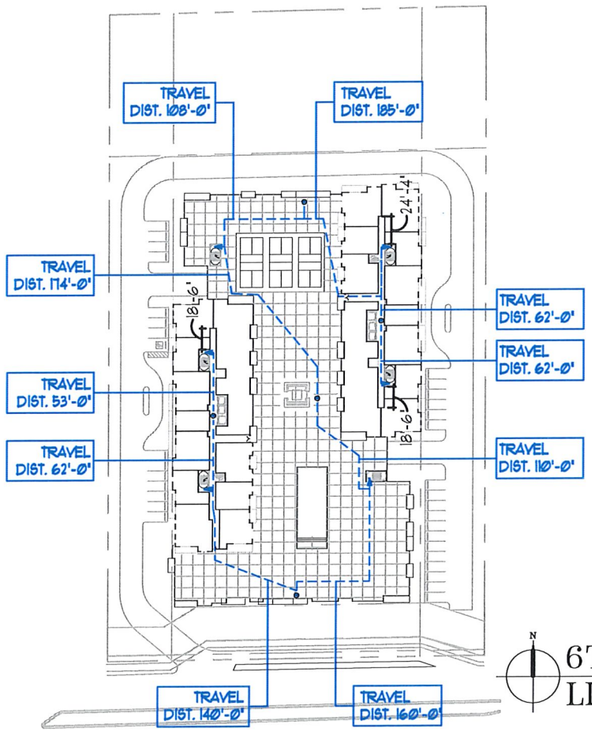
NTS



N

GROUND LEVEL
LIFE SAFETY

NTS



N

6TH LEVEL
LIFE SAFETY

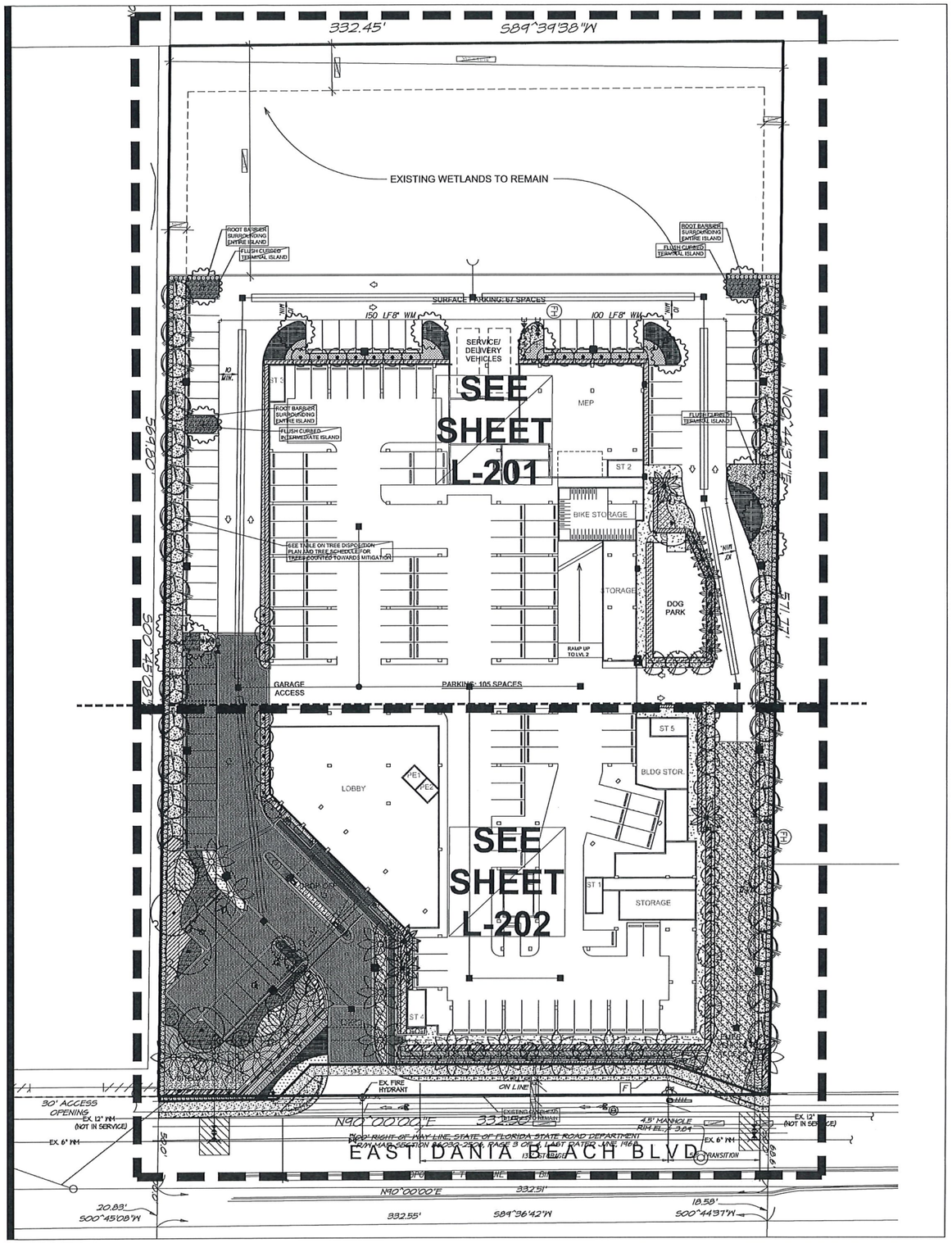
NTS

PROPOSED

COHEN • FREEDMAN • ENCINOSA & ASSOC.
Architects, PA
8085 N.W. 155th Street Miami Lakes, Florida 33016 305 826 3999

PRELIMINARY DESIGN FOR:
PARKVIEW PLACE
DANIA BEACH, FL

drawn by: CFE
date: 02/25/22
sheet no: LS-1
project: .



IT IS RECOMMENDED TO HAVE A PRE-CONSTRUCTION MEETING WITH THE URBAN FORESTER PRIOR TO COMMENCEMENT OF ANY LANDSCAPE WORK OR SITE WORK AFFECTING EXISTING TREES.

ALL SOD SHALL BE ST. AUGUSTINE 'FLORITAM' SOLID SOD UNLESS OTHERWISE NOTED

PRIOR TO ANY PLANTING TO COMMENCE ON SITE, ALL COMPACTED SOIL, ROAD ROCK AND EXCESS DEBRIS SHALL BE REMOVED AND A 24"-30" LAYER OF SOIL FAVORABLE TO TREE AND SHRUB GROWTH AND SUSTAINABILITY SHALL BE PROVIDED OVER ALL PLANTING AREAS. SOIL COMPOSITION SHOULD CONTAIN 3-5% OF DECOMPOSED ORGANIC MATTER WITH REMOVAL OF ANY LARGE ROCKS OR DEBRIS, 1.5" DIAMETER OR LARGER IN ANY DIRECTION

THE USE OF SISAL STRAPPING/ROPE IS REQUIRED TO BE INCORPORATED AROUND THE TREE WHEN WELLINGTON TAPE IS USED TO STABILIZE THE PLANTING.

POLES AND TIES ARE TO BE REMOVED PRIOR TO PLANTING. TREES ARE TO BE ABLE TO STAND WITHOUT SUPPORT. THOSE THAT CANNOT STAND UPRIGHT ALONE WILL BE REJECTED.

PREDOMINANTLY NATIVE & HIGH-DROUGHT TOLERANT PLANT MATERIALS ALONG WITH MINIMAL SOD AREAS ARE BEING UTILIZED IN CONFORMANCE WITH NATIONAL GREEN BUILDING STANDARDS

ALL LANDSCAPED AREAS TO BE FULLY COVERED BY AUTOMATIC IRRIGATION SYSTEM AS PER CITY CODES AND REQUIREMENTS. SEE IRRIGATION PLANS FOR FURTHER INFORMATION.

STREET TREE (IF APPLICABLE) PLANTED WITHIN THE STREET SWALE AREAS SHALL NOT BE PLACED ON TOP OF OR WITHIN FIVE FEET OF ANY EXISTING CITY UTILITY LINES, INCLUDING INDIVIDUAL ON-SITE SERVICES.

NO TREE REMOVAL ACTIVITIES SHALL TAKE PLACE PRIOR TO SECURING A TREE REMOVAL LICENSE WITH THE CITY OF DANIA BEACH

THE USE OF CYPRESS MULCH IS DISCOURAGED AND ALL MULCH IS TO BE KEPT AT A MINIMUM 6" FROM THE BASE OF ALL PLANT MATERIALS.

NOTE: ALL EXISTING SOIL WITHIN LANDSCAPE AREAS ADJACENT TO VEHICULAR USE AREAS IS REQUIRED TO BE REMOVED, INSPECTED AND THEN REPLACED WITH A 60/40 MIX OF SAND TO TOPSOIL.

NOTE: ALL ABOVE GROUND MECHANICAL EQUIPMENT SUCH AS, BUT NOT LIMITED TO, EXTERIOR UTILITY BOXES, METERS, AND TRANSFORMERS NOT CURRENTLY KNOWN OR DEPICTED SHALL BE VISUALLY SCREENED A MINIMUM OF 6" ABOVE TOP OF EQUIPMENT. BACK FLOW PREVENTERS SHALL BE PAINTED TO MATCH THE PRINCIPAL STRUCTURE.

ANY PERVIOUS AREA TO REMAIN THAT IS DISTURBED BY CONSTRUCTION & IS NOT NOTED ON THE LANDSCAPE PLAN TO HAVE SHRUBS OR GROUNDCOVER SHALL BE SODDED

CITY OF DANIA BEACH - LANDSCAPE CODE CHART

ZONING	GTWY-MU	
LAND USE	RAC	
TOTAL SITE	206,373 SF	4.73 AC
TOTAL BUILDING	71,588 SF	1.64 AC
TOTAL IMPERVIOUS	121,187 SF	2.78 AC
TOTAL PERVIOUS	66,363 SF	1.52 AC
USABLE PERVIOUS	24,704 SF	
MANGROVE AREA	41,659 SF	
TOTAL VUA	44,205 SF	
TOTAL PARKING PRO.	520	

SEC 275-90: PERIMETER BUFFER LANDSCAPE FOR VUA's
B.2.: 5' Landscape Buffer, 1 Tree per 40 LF, Continuous Hedge (36" Min.)

		Required	Provided
EAST: 444'-8"	445 / 40 = 11.1	11	18
WEST: 444'-8"	445 / 40 = 11.1	11	14

NORTH: Non Applicable - Mangrove/Conservation Easement

SEC 275-100: BETWEEN BLDG & VUA INTERIOR LANDSCAPING
20% of TOTAL VUA area exclusive of buffers shall be devoted to interior VUA landscaping

	Required	Provided
VUA: 44,205 SF		
44,205 SF / 20% = 8,841 SF	8,841 SF	9,260 SF

Interior Vehicular Areas:
1 - (Category 1) or 2 - (Category 2) Trees Required for every Interior landscape peninsula islands
1 - (Category 1) or 2 - (Category 2) Trees Required for every Terminal landscape peninsula islands
Provided 2 Interior Islands both with Category 1 Trees
Provided 12 Terminal Islands with 11 Islands containing Category 1 Trees and 1 Terminal Island containing 2 Category 2 Trees

SEC 307-20.2.A: STREETSCAPING
Street Trees - 1 Tree for each 30 LF of site adjacent to ROW
East Dania Beach Boulevard:
307' / 30' = 10 Trees **Provided 10 Royal Palms**

SEC 275-60: NATIVE PLANT MATERIAL

	Total Provided	Required	Provided
50% Native Trees/Palms	79	40	51 (64.5%)
50% Native Shrubs/GC	5,117	2,559	2,806 (55%)
40% Min. Category 1		32	51 (64.5%)
30% Max. Category 2		24	16 (20%)
20% Max. Palms (except Street Trees)		Palms are above code min.	

Total Mitigation is based on 1.5 x's the total canopy loss: 3,784 SF x 1.5 = 5,676 SF needed to be mitigated.
Specimen Canopy Loss: 0 SF , Non-specimen Canopy Loss: 5,676 SF, Total Canopy Loss 5,676 SF

MITIGATION CANOPY CALCULATIONS

QUANTITY	CAT	SPECIES	CANOPY EACH	TOTAL CANOPY
15	1	Bursera simaruba / Gumbo Limbo	300	4500
32	1	Conocarpus erectus / Green Buttonwood	300	9600
8	1	Coccoloba diversifolia / Pigeon Plum	300	2400
4	2	Ligustrum japonicum / Tree Ligustrum	150	600
4	1	Quercus virginiana / Live Oak	300	1200
4	1	Bulnesia arborea / Verawood	150	600
1	2	Cassia fistula / Golden Shower	150	150
10	2	Lagerstroemia indica / Crape Myrtle	150	1500
1	2	Tabebuia heterophylla / Pink Trumpet Tree	150	150
		TOTAL		20700

MITIGATION BASE FROM SHEET L-210 TREE REMOVALS
Total Mitigation is based on 1.5 x's the total canopy loss: 3,784 SF x 1.5 = 5,676 SF needed to be mitigated.
Specimen Canopy Loss: 0 SF , Non-specimen Canopy Loss: 5,676 SF, Total Canopy Loss 5,676 SF

PLANT SPECIES, SIZES, & QUANTITIES SHALL, AT A MINIMUM, CONFORM TO THOSE INDICATED ON THE DRAWINGS, IN THE LOCATIONS AS SHOWN

811 KNOW WHAT'S BELOW ALWAYS CALL 811 BEFORE YOU DIG

SCALE: 1"=40'-00"
0' 20' 40' 80' 120'
NORTH

APPROVED

AAL Architectural Alliance Landscape
631 SW 4th Ave. Fort Lauderdale, FL 33315 LC0000237
TEL: 954-764-4858 EMAIL: hjohnson@archall.net
HUGH JOHNSON REGISTERED LANDSCAPE ARCHITECT HUGH F. JOHNSON LA0000255 STATE OF FLORIDA

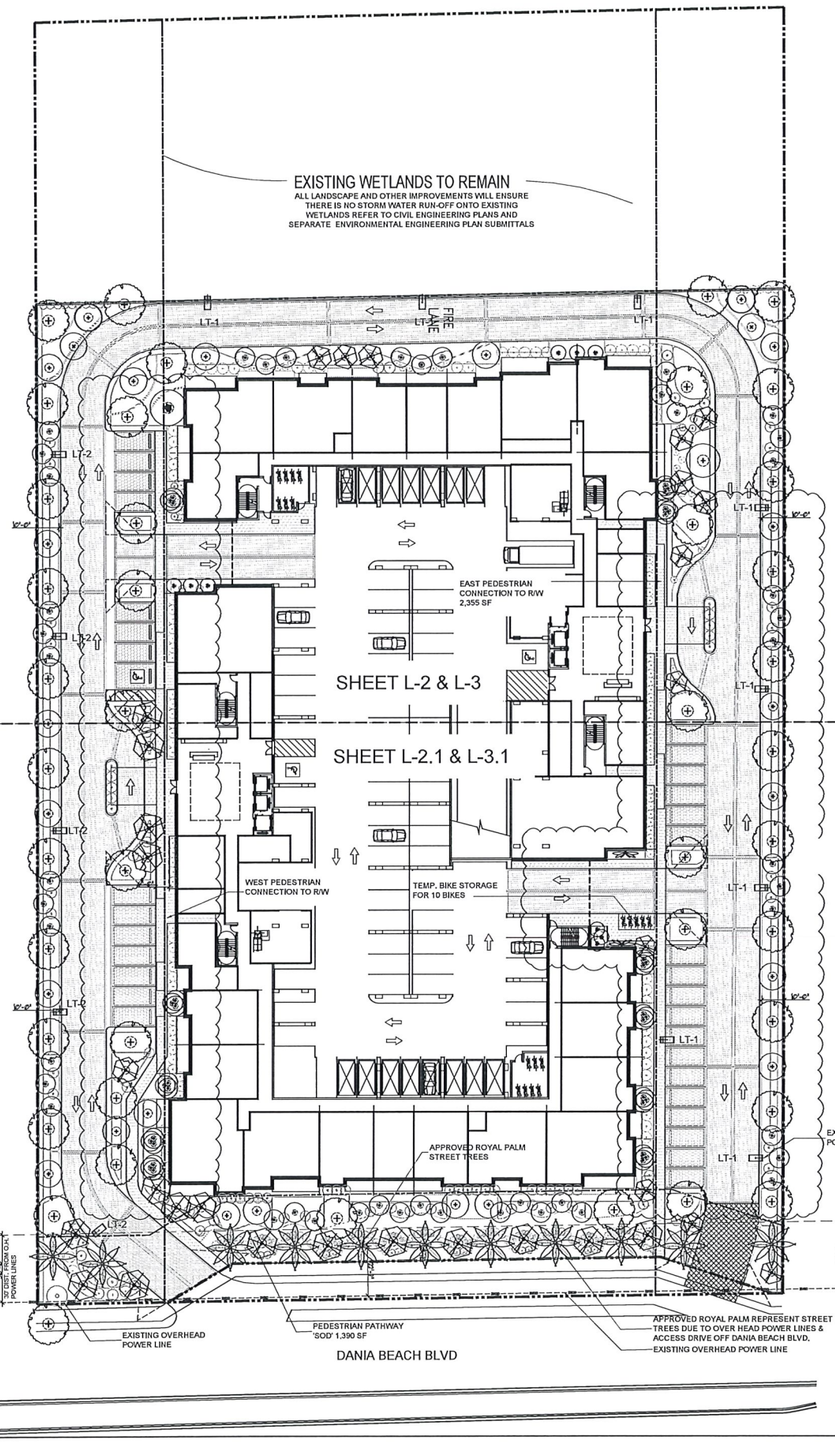
Revision Dates

DRC SUBMITTAL SET

PARKVIEW PLACE

LECLAIR GROUP INVESTMENTS
DANIA BEACH, FLORIDA

Sheet Description: OVERALL LANDSCAPE PLAN
Release Date: 04-02-2020
Project Number: 2012
Drawing Number: L-200
SHEET 1 OF 5



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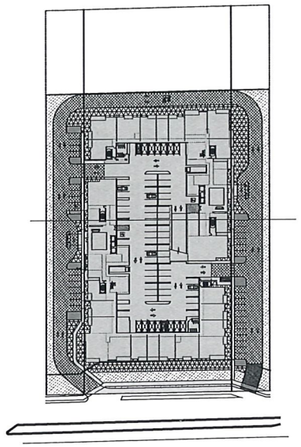

CODE PLANTING AREA LEGEND

EXISTING WETLANDS TO REMAIN

WETLAND
AREA = 41,546 SQ.FT.

SITE: 189,715 SQ.FT
BOUNDARY LINE

1

BLDG. FOOT PRINT
AREA 74,065 SQ.FT

PEDESTRIAN PATHWAYS
AREA 4,900 SQ.FT

DRIVEWAYS / PARKING
V.U.A AREA 35,100 SQ.FT

SEC. 275-100
INTERIOR V.U.A. LANDSCAPE
AREA = 14,435 SQ.FT.
CODE MIN. = (35,100 X .20 = 7,020)

SEC. 275-130 PERIMETER
BUFFER YARD AREA 17,624

V.U.A. PARKING PENINSULAS
AREA 2,045 SQ.FT. QTY. 10

NORTH
SCALE 1' = 100'-0"

IT IS RECOMMENDED TO HAVE A PRE-CONSTRUCTION MEETING WITH THE URBAN FORESTER PRIOR TO COMMENCEMENT OF ANY LANDSCAPE WORK OR SITE WORK AFFECTING EXISTING TREES

ALL SOD SHALL BE ST. AUGUSTINE FLORITAM SOLID SOD UNLESS OTHERWISE NOTED. ALL PANELS SHALL BE RELATIVELY FREE OF WEEDS.

PRIOR TO ANY PLANTING TO COMMENCE ON SITE, ALL COMPACTED SOIL , ROAD ROCK AND EXCESS DEBRIS SHALL BE REMOVED AND A 24"-30" LAYER OF SOIL FAVORABLE TO TREE AND SHRUB GROWTH AND SUSTAINABILITY SHALL BE PROVIDED OVER ALL PLANTING AREAS. SOIL COMPOSITION SHOULD CONTAIN 3-5% DECOMPOSED ORGANIC MATTER WITH REMOVAL OF ANY LARGE ROCKS OR DEBRIS, 1.5" DIAMETER OR LARGER IN ANY DIRECTION.

THE USE OF SISAL STRAPPING / ROPE IS REQUIRED TO BE INCORPORATED AROUND THE TREE WHEN WELLINGTON TAPE IS USED TO STABILIZE THE PLANTING.

POLES AND TIES ARE TO BE REMOVED PRIOR TO PLANTING. TREES NOT SELF SUPPORTING, STANDING UPRIGHT ALONE WILL BE REJECTED.

PREDOMINANTLY NATIVE & HIGH-DROUGHT TOLERANT PLANT MATERIAL ALONG WITH SOD AREAS ARE BEING UTILIZED IN CONFORMANCE WITH NATIONAL GREEN BUILDING STANDARDS.

ALL LANDSCAPED AREAS TO BE FULLY COVERED BY AUTOMATIC IRRIGATION SYSTEM AS PER CITY CODES AND REQUIREMENTS. SEE IRRIGATION PLANS FOR FURTHER INFORMATION.

STREET TREES (IF APPLICABLE) PLANTED WITHIN THE STREET SWAL AREAS SHALL NOT BE PLACED ON TOP OF OR WITHIN FIVE FEET OF ANY EXISTING CITY UTILITIES, INCLUDING INDIVIDUAL ON SITE SERVICES.

NO TREE REMOVAL ACTIVITIES SHALL TAKE PLACE PRIOR TO SECURING A TREE REMOVAL LICENSE WITH THE CITY OF DANIA BEACH.

THE USE OF CYPRESS MULCH IS DISCOURAGED AND ALL MULCH IS TO BE KEPT AT A MINIMUM OF 6" FROM THE BASE OF ALL PLANT MATERIALS.

NOTE: ALL EXISTING SOIL WITHIN LANDSCAPED AREAS ADJACENT TO VEHICULAR USE AREAS IS REQUIRED TO BE REMOVED, INSPECTED AND THEN REPLACED WITH A 60/40 MIX OF SAND TO TOPSOIL.

NOTE: ALL ABOVE GROUND MECHANICAL EQUIPMENT SUCH AS, BUT NOT LIMITED TO, EXTERIOR UTILITY BOXES, METERS, AND TRANSFORMERS NOT CURRENTLY KNOWN OR DEPICTED SHALL BE VISUALLY SCREENED A MINIMUM OF 6" ABOVE TOP OF EQUIPMENT. BACK FLOW PREVENTERS SHALL BE PAINTED TO MATCH THE PRINCIPAL STRUCTURE.

ANY PERVIOUS AREA TO REMAIN THAT IS DISTURBED BY CONSTRUCTION AND IS NOT NOTED ON THE LANDSCAPE PLAN TO HAVE SHRUBS OR GROUND COVER SHALL BE SODDED.

CITY OF DANIA BEACH LANDSCAPE CODE CHART

ZONING	GTWY-MU	
LAND USE	RAC	
TOTAL SITE	189,715 SF	4.355 AC
TOTAL BUILDING	74,065 SF	1.700 AC
TOTAL IMPERVIOUS	114,065 SF	2.618 AC
TOTAL PERVIOUS	75,650 SF	1.736 AC
USABLE PERVIOUS	34,104 SF	
MANGROVE AREA	41,546 SF	
TOTAL V.U.A.	33,085 SF	
SITE PARKING PROVIDED	33 SPACES	
TOTAL GARAGE PARKING	498 SPACES	
TOTAL PARKING PROVIDED	531 SPACES	

NOTES:

1. A SEPARATE PERMIT IS REQUIRED FOR THE TREE REMOVAL. SUBCONTRACTOR SHALL APPLY AND SUBMIT FOR THIS PERMIT PRIOR TO ANY WORK BEING PERFORMED ON SITE.
2. A SEPARATE PERMIT IS REQUIRED FOR THE LANDSCAPING. SUB-CONTRACTOR SHALL APPLY AND SUBMIT FOR THIS PERMIT, PRIOR TO ANY WORK BEING PERFORMED ON SITE.
3. ALL SOD AND LANDSCAPE SHALL RECEIVE 100% COVERAGE FROM AN AUTOMATIC IRRIGATION SYSTEM USING AN APPROVED WATER SOURCE.
4. IRRIGATION SYSTEM SHALL ALSO BE EQUIPPED WITH A RAIN SENSOR. THE RAIN SENSOR SHALL BE LOCATED UNOBSTRUCTED BY ANY BUILDING OVERHANG. REFER TO IRRIGATION DETAILS.
5. REFER TO SHEET L-5 FOR LANDSCAPE DETAILS & NOTES.

SEC 275-90: PERIMETER BUFFER LANDSCAPE FOR VUA'S

B.2.: 5' LANDSCAPE BUFFER, 1 TREE PER 40 LF, CONTINUOUS HEDGE (36" MIN.)

		REQUIRED	PROVIDED
EAST: 44'-8"	445 / 40 = 11.1	11 TREES	11 (CAT 1) 6 (CAT 2) 4 (NATIVE 3:1 PALMS) 21 TOTAL
WEST 44'-8"	445 / 40 = 11.1	11 TREES	11 (CAT 1) 6 (CAT 2) 4 (NATIVE 3:1 PALMS) 21 TOTAL
NORTH NON-CONFORMING SITE WETLANDS		9 TREES	
SOUTH		9 TREES	11 (CAT 1 PALMS)
TOTAL TREES		40 TREES	

SEC 275-100: BETWEEN BUILDING & VUA INTERIOR LANDSCAPING

20 % OF TOTAL VUA AREA EXCLUSIVE OF BUFFERS SHALL BE DEVOTED TO INTERIOR VUA LANDSCAPING.

VUA: 35,100 SF. 35,100 X 20% = 7,020 SF	REQUIRED 7,020 SF	PROVIDED 11,877 SF

SEC 275-100 (F)

1 TREE PER 200SF OF INTERIOR V.U.A. = 7,020 / 200 = 35 TREES

INTERIOR VEHICULAR AREAS
1 - (CATEGORY 1) OR 2 (CATEGORY 2) trees required for every INTERIOR landscape peninsula island
1 - (CATEGORY 1) OR 2 (CATEGORY 2) trees required for every TERMINAL landscape peninsula island
PROVIDED 10 TERMINAL ISLANDS - 10 TREES REQUIRED
10 TERMINAL ISLANDS EACH CONTAINING (1 QTY.) CATEGORY 1 TREES

SEC 307-20.2.A: STREETSCAPING

STREET TREES - 1 TREE FOR EACH 30 LF OF SITE ADJACENT TO ROW
EAST DANIA BEACH BOULEVARD.
307 / 30' = 10 TREES

REQUIRED	PROVIDED
10 TREES	11 ROYAL PALMS

NOTE: ROYAL PALMS PROPOSED AS STREET TREES (previous variance)

SEC 275-60: NATIVE PLANT MATERIAL

	TOTAL PROVIDED	CODE REQUIRED	PROVIDED
TOTAL TREES	243	95	129
50% NATIVE TREES / PALM	214	48	(107 PROV.)
50% NATIVE SHRUBS / G.COVER	6,450	3,225	4,383 (68%)
40% MIN. CATEGORY 1	62	38	67
30% MAX. CATEGORY 2 & 3	100	29	38
20% MAX. PALMS	67	19*	26*
10% MAX. CATEGORY 4	14	10	3

*(EXCEPT STREET TREES) *PALMS ARE ABOVE CODE MIN.
*CONSISTENT W/ APPROVED SITE PLAN AND FOOT APPROVAL (ROYAL PALMS PROPOSED AS STREET TREE FPL REQUIRED SET BACK FROM O.H. POWER LINES

MITIGATION CANOPY CALCULATIONS

ALL TREE CANOPY REMOVED SHALL BE MITIGATED ON SITE.
SEE TREE & PALM PLANT SCHEDULE FOR TOTAL TREE & PALM CANOPY AREA PROPOSED

MITIGATION CALCULATION & SUMMARY PROVIDED ON SHEET LD-1 TREE REMOVAL PER APPROVED CITY COMMISSION SUBMITTAL ISSUED 3-27-2020.

TOTAL MITIGATION IS BASED ON 1.5 x's THE TOTAL CANOPY LOSS: 3,784 SF X 1.5 = 5,676 SF NEEDED TO BE MITIGATED. SPECIMEN CANOPY LOSS: 0 SF, NON-SPECIMEN CANOPY LOSS: 5,676 SF, TOTAL CANOPY LOSS 5,676 SF.

NORTH
0 30' 60'
GRAPHIC SCALE 1"= 30'-0"

PROPOSED

No.	Description	Date
1.	City Rev. Revisions	9/14/22

DRC SUBMITTAL

PARKVIEW PLACE

DANIA BEACH, FLORIDA

Overall Site Planting Plan

RHETT ROY
Landscape Architecture-Planning, P.A.
7860 Peters Road, Ste. F-110
Plantation, FL 33324
Phone 954 / 462-0704
rrla@rhettroy.com

LANDSCAPE ARCHITECT — HERBERT C. HODGMAN — LA1079 — STATE OF FLORIDA

This document has been electronically signed by Herb C Hodgman. Printed copies of this document are not considered signed and sealed and the digital signature must be verified on any electonic copies
Herbert C. Hodgman
LA0001079

Drawn	JSC
Project No.	21031.00
CAD File No.	21031.00_L
Date	6-20-22
Scale	1" = 30'-0"
Drawing No.	L-1

SP-035-20MOD

APPLICANT:
PRH Dania Beach LLC

LOCATION:
650 FT EAST OF GULFSTREAM RD AND EAST DANIA BEACH BLVD

Parkview Place

Legend

1000 ' Ft DISTANCE BUFFER

SUBJECT PROPERTY

0 0.02 0.04 0.09 Miles

City of Dania Beach, Florida
Department of Community Development
Planning and Zoning Division
(954) 924-6805 X3643
(954) 922-2687 Fax

Standard Development Application

- ☐ **Administrative Variance**
- ☐ **Land Use Amendment**
- ☒ **Plat**
- ☐ **Rezoning**
- ☒ **Site Plan**
- ☐ **Special Exception**
- ☐ **Variance**
- ☐ **Other:** _____ *(SEE APPLICATION TYPE SCHEDULE ON PAGES 3 & 4)*

Date Rec'd: _____

Petition No.: _____

THIS APPLICATION WILL NOT BE ACCEPTED UNTIL IT IS COMPLETE AND SUBMITTED WITH ALL NECESARRY DOCUMENTS. Refer to the application type at the top of this form and "**Required Documentation**" checklist to determine the supplemental documents required with each application. For after the fact applications, the responsible contractor of record shall be present at the board hearing. Their failure to attend may impact upon the disposition of your application. As always, the applicant or their authorized legal agent must be present at all meetings. All projects must also obtain a building permit from the City Building Division. For more information please reference the **Dania Beach Land Development Code Part 6, Development Review Procedures and Requirements.**

Location Address: North side of Dania Beach Blvd approximately 650 ft east of Gulfstream Rd

Lot(s): _____ Block: _____ Subdivision: _____

Recorded Plat Name: Adler Plat (proposed)

Folio Number(s): 5042-35-00-0220 Legal Description: See attached survey

Applicant/Consultant/Legal Representative (circle one) Dennis D. Mele, Esq., Greenspoon Marder LLP

Address of Applicant: 200 E. Broward Blvd #1800, Ft. Laud FL 33301

Business Telephone: 954-527-2409 Home: n/a Fax: 954-333-4009

E-mail address: Dennis.mele@gmlaw.com

Name of Property Owner: PRH-Dania Beach LLC

Address of Property Owner: PO Box 24787 Ft. Lauderdale, FL 33307

Business Telephone: 954-440-0286 Home: N/A Fax: N/A

Explanation of Request: See Exhibit A: Project Narrative.

*For **Plats** please provide proposed **Plat Name** for **Variances** please attach **Criteria Statement** as per **Section 625.40 of the Land Development Code.***

Prop. Net Acreage: +/- 4.25 Gross Acreage: +/- 4.77 Prop. Square Footage: 185,439 sf net; 208,035 sf gross

Existing Use: Vacant Proposed Use: Multi-Family Residential

Is property owned individually, by a corporation, association, or a joint venture? LLC

AUTHORIZED REPRESENTATIVE

I/we are fully aware of the request being made to the City of Dania Beach. If I/We are unable to be present, I/we hereby authorize Leigh Robinson Kerr & Assoc., Inc. & Greenspoon Marder LLP **(individual/firm) to represent me/us in all matters related to this application. I/we hereby acknowledge that the applicable fee was established to offset administrative costs and is not refundable.**

I/we are fully aware that all approvals automatically expire within 12 months of City of Dania Beach Planning and Zoning Board or City Commission approval, or pursuant to the expiration timeframe listed in Part 6 of the Dania Beach Land Development Code.

STATE OF FLORIDA
COUNTY OF BROWARD
The foregoing instrument was acknowledged

By: _____
(Owner / Agent signature*)

BEFORE ME THIS 30th **DAY OF** June **, 20** 22

By:

_____ _____
(Print name of person acknowledging) **(Joint owner signature if applicable)**

Notary _____ 6/30/22

(Signature of Notary Public – State of Florida **)**

Notary Public State of Florida
Yeimi C Loonan
My Commission
HH 237130
Exp. 3/7/2026

Personally known X **or Produced Identification** _____

Type of identification produced: _____ **or Drivers License** _____

***If joint ownership, both parties must sign. If partnership, corporation or association, an authorized officer must sign on behalf of the group. A notarized letter of authorization from the owner of record must accompany the application if an authorized agent signs for the owner(s).**

NO APPLICATION WILL BE AUTOMATICALLY SCHEDULED FOR A MEETING.

ALL APPLICATIONS MUST BE DETERMINED COMPLETE BY STAFF BEFORE PROCESSING OCCURS.

COHEN
FREEDMAN
ENCINOSA
& ASSOCIATES
ARCHITECTS, PA
Lic. No. AA C 000779
8085 NW 155TH STREET
MIAMI-LAKES, FL 33016
P:305.826.3999 F:305.826.4155
www.cfearchitects.com

Parkview Place
Site Plan SP-35-20MOD

Incentives Narrative

Additional Height & DU/AC:

By the purchase of 60 public parking spaces at $6,500 each, the project is able to attain an additional 6 stories of height and 30 additional dwelling units per acre. The cost of this is estimated at $390,000.

Transportation Demand Management (TDM) Strategies:

The project is providing sheltered and secured bicycle storage. An enclosed bicycle storage room is provided in the parking garage as well as the required exterior bike racks located on the site.

A public bus stop is located within 300' of the site. Rout #4 bus stop is located approximately 200' west of the site.

Thank You
Sandy Peaceman – CFE Architects

COHEN
FREEDMAN
ENCINOSA
& ASSOCIATES
ARCHITECTS, PA
Lic. No. AA C 000779
8085 NW 155TH STREET
MIAMI-LAKES, FL 33016
P:305.826.3999 F:305.826.4155
www.cfearchitects.com

Parkview Place
Site Plan SP-35-20MOD

Comment #1:
Provide narrative describing how the new proposed architecture complies with provisions of Article 525, Architectural Standards for the Community Redevelopment Area Form-Based Zoning Districts, specifically Section 525-20, Architecture (especially 525-20(D) and 525-20(E), and Section 525- 30, Massing and Articulation

Response:

We believe the building to be consistent with the CRA redevelopment plan. The ground level pedestrian experience passes unit facades, lobby and amenity spaces so the environment is consistent with the human scale. This is evidenced by windows, balconies, and changing materials. The architectural details work in harmony with a modern design aesthetic. The building cornice and detail lines are clean and geometric. The façade is broken down into smaller forms with volume changes and architectural sculpting. Color variations and material changes further enhance the elevations. The materials chosen for the façade completement the architectural style of the building. These materials include aluminum and glass balcony railings, metal trellises, aluminum pipe rails, and the extensive use of storefront glass. Ground level units are accentuated by balconies and sliding glass doors and lobby entrances are identified by the use of storefront glass.

Additionally, the previous submittal did not line the garage with units or occupied space as required. The result is a minimal architectural screen that will allow car headlamps to spill out and allow the vehicles to be visible from all facades, including Dania Beach Boulevard. The proposed design, lines the garage curtailing these issues, while eliminating the need for the design waiver. We feel that the new proposed plan that complies with the code is superior to one that requires a waiver with respect to being consistent with the CRA design requirements.

Section 525-30.B: Uniform Cornice.

The building provides a uniform cornice at 35' above finish grade. The cornice is consistent and wraps the entire building façade. It projects 4' perpendicular from the vertical plane of the building. The projection is made up of building projections and balconies and provides a permanent screen and shield the building and balconies from direct sunlight. The cornice undulates being deeper at balconies but in no case is it less than the required 4' from the face of the building.

Section 525-30.C: Special Architectural Treatment at Base of Building.

As our building design is modern and contemporary, this requirement is satisfied with details that are appropriate to the architectural style of the building. Where units occur at the ground plane, lanais become extensions of interior space. At the lobby, amenity spaces, and other public areas extensive use of glass make those spaces inviting and add special interest at the ground plane. Changes in color and variation in vertical plane also add to the sculpting of the architecture. All of these details enhance the pedestrian experience and make the base of the building compatible with the public sector site elements.

Thank You for your consideration.
Sandy Peaceman – CFE Architects

Ecological Evaluation and Preliminary Wetland Determination Dania Beach Parcel

Dania, Florida

Prepared For:

FRANK C ADLER LIV TR II
ADLER,KARL W TRSTEE
1700 NE 26 ST
FORT LAUDERDALE FL33305

Prepared By:

Jim Goldasich, PWS

06/02/2016

J. J. Goldasich and Associates, Incorporated

Boca Raton, Florida

This report provides an ecological evaluation of the 4 acre parcel (Site) in Dania, Florida along with a preliminary wetland determination, listed species determination. Based upon the field assessment results the Site has been determined to contain approximately 2.8 acres of wetlands. No listed wildlife or their critical habitat was identified on the parcel during the sire visits, but site use by listed species may occur due to habitat type and location. Based on current conditions, wetland mitigation at the Everglades Mitigation Bank (EMB) would require an estimated 2.51 credits to offset wetland impacts.

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Water Functional Assessment Data Sheets 19

Executive Summary:

The 4.36 acre Dania Beach Site is a forested parcel consisting of two dominant natural systems, exotic forest (Australian pine) and mixed mangrove. The area is surrounded by development and roadways on the south east and west and offsite mixed mangrove to the north. The site is located in the City of Dania Beach, Florida (see Figure 1). The Dania Beach Site was evaluated in April and May of 2016 by review of aerial photographs, NWI maps, existing FLUCCS maps and USGS Quad maps, and then verified by onsite for the presence of wetlands, other important native communities, natural systems, listed species and important native wildlife and their habitat. The results of the surveys revealed that approximately 2.8 acres of the site contain mixed mangrove Dominated wetlands and approximately 1.6 acres of exotic dominated forest community consisting primarily of Australian pine are found on the parcel. The exotic dominated areas are non-wetland, while the mixed mangrove community present wetland characteristics and would meet the criteria as a wetland as applied by State of Florida and US Army Corps of Engineers. Based on site conditions, the site exhibits a potential for listed species site use and the wetlands would provide a relatively high wildlife utilization value.

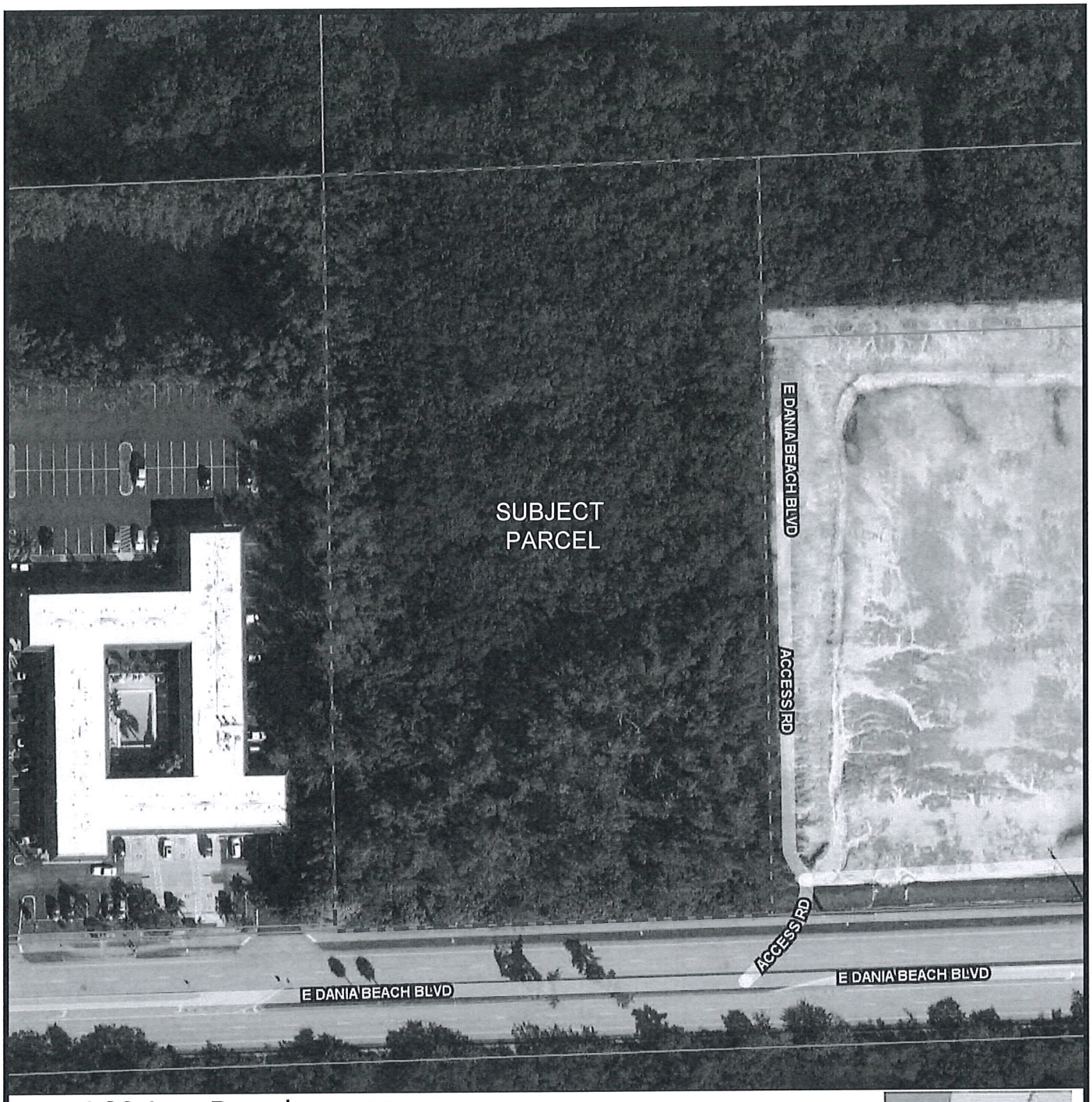
Introduction:

The Dania Beach Site is approximately 4.36 acres in size and is located on the north side of Dania Beach Boulevard at 80.12901^0 North Longitude and 26.05369^0 West Latitude, approximately 4,800 feet east of US-1 in the City of Dania Beach, Broward County, Florida. The site consists of a very densely forested parcel that is dominated by the non-native Australian pine (*Casuarina equisetifolia*) trees in the southern end and a mixed mangrove forest community in the north (red mangrove [Rhizophora mangle], black mangrove [Avicennia germinans] and white mangrove [Laguncularia racemosa]. The demarcation between the mangrove and Australian pine is fairly abrupt and results from past fill placement on the southern end of the site (see Figure 1).

Photo 1. Wetland – upland boundary line (wetlands on right side of photo).

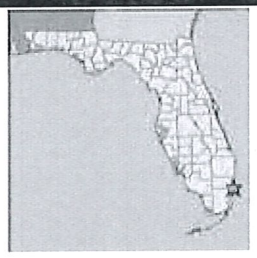
Based upon the site assessment and review of state and federal lists, the northern end of the site has the potential to provide habitat for several listed species including several wading birds, West Indian manatee (*Trichechus manatus*), wood stork (Mycteria americana), American crocodile (*Crocodylus acutus*) and bald eagle (*Haliaeetus leucocephalus*). However, no confirmed listed species were identified on the site by either direct or indirect survey methodologies. Further, no designated critical habitat exists onsite or in directly adjacent properties.

The land use designation for the parcel is "Regional Activity Center – Commercial". A major east-west paved roadway is located along the southern property line and a filled parcel is located along the eastern property line and the eastern parcel has not been developed vertically. The western property line contains a motel/hotel facility, associated parking and a mixture of non-native shrubby and woody vegetation including Brazilian pepper (*Schinus terebinthifolius*) and Australian pine (see Figures 2 and 3, Land Use Map and Future Land Use Map).



4.36 Acre Parcel
(504235000220)

Parcel Outlines



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Goldasich
ENVIRONMENTAL

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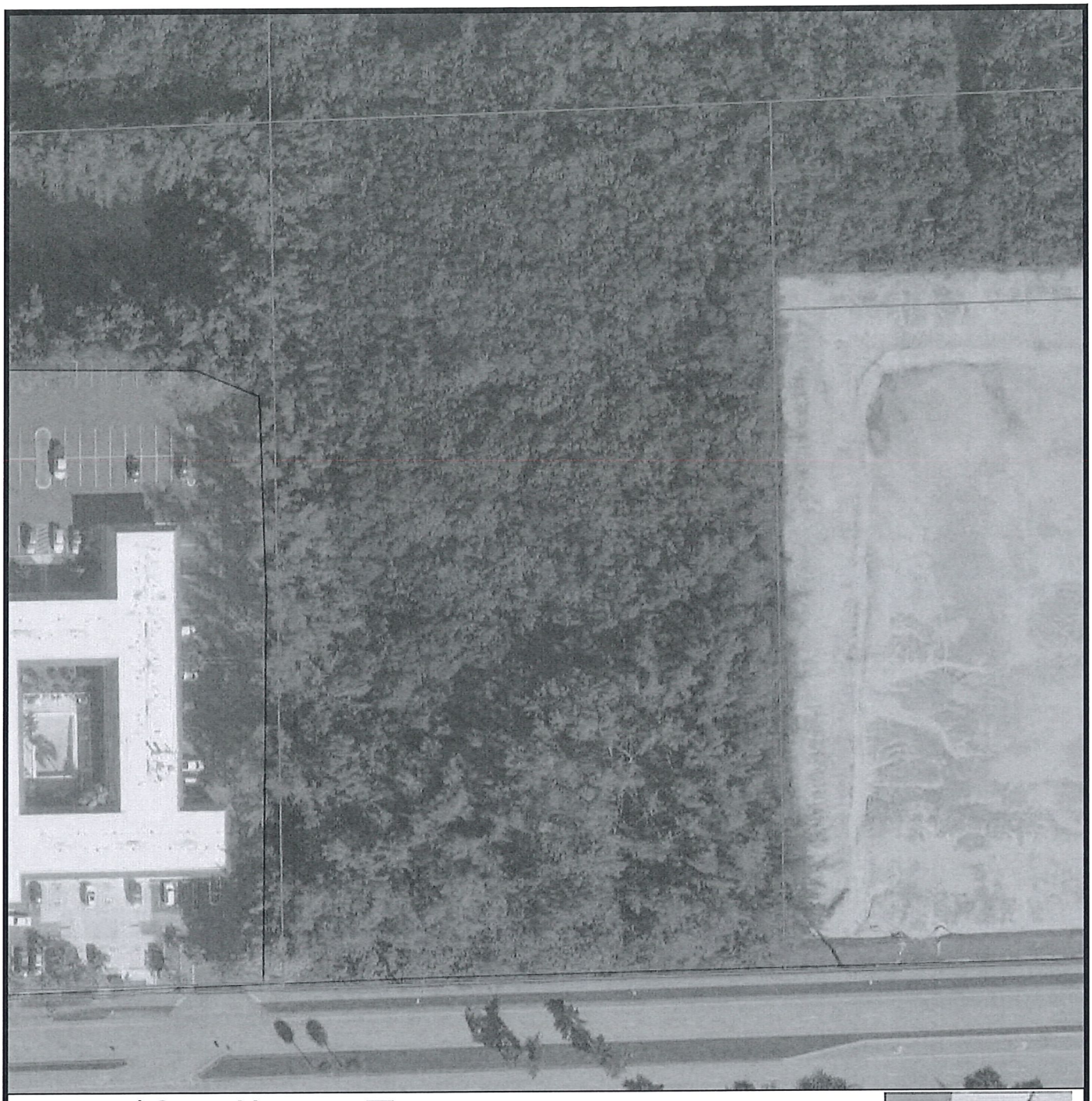
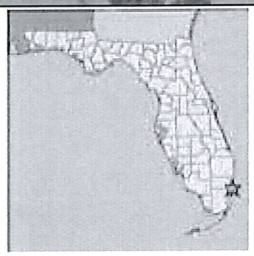


Land Cover Map

- Selected Custom Parcels
- County Boundaries
- Parcel Outlines
- Urban
- Agriculture
- Rangeland
- Forest
- Water
- Wetlands
- Barren
- Transport and Utilities

N



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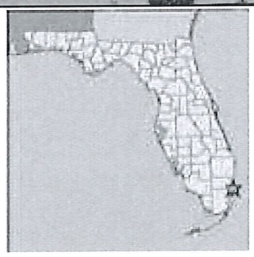
Future Land Use Map

- Selected Custom Parcels
- County Boundaries
- Parcel Outlines
- Future Land Use Outlines
- Future Land Use Outlines
- Future Land Use Outlines

N



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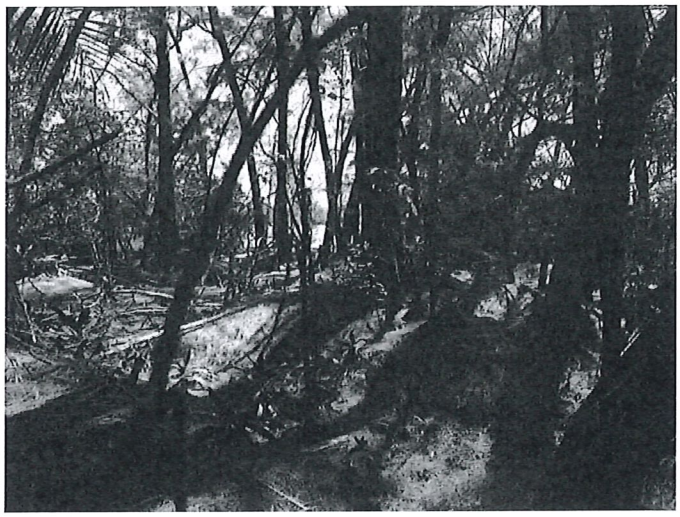
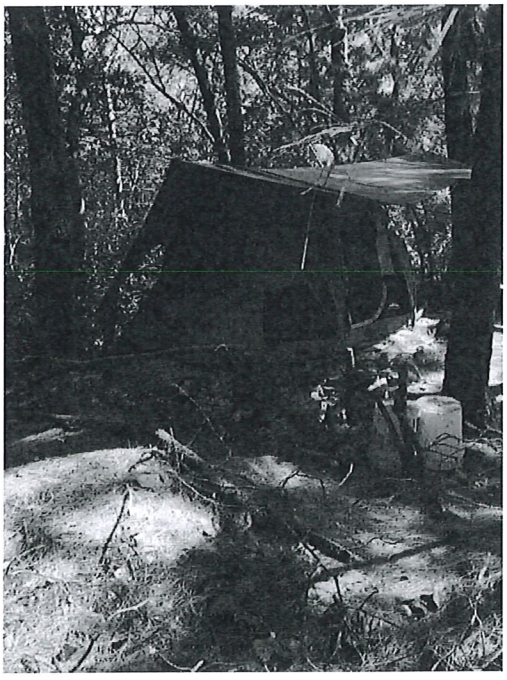
Overall Site Characteristics and Natural System Setting:

As previously stated, the Dania Beach site was evaluated by both review of current and past aerial photographs, National Wetland Inventory (NWI) maps, USGS soil survey maps and aerials and past regulatory wetland delineations as well as onsite assessments of the parcel and adjacent areas. The ensuing field surveys were conducted with specific pre-identified and targeted areas for a more in-depth site evaluation. These areas were identified on a recent aerial photographs of the parcel and brought into the field for review along with the otherwise random pedestrian transects designed to confirm current site conditions. All of the areas of the site were then evaluated in the field by biologists. All field surveys were conducted during daylight hours in April and May of 2016 and were designed to verify, confirm and augment the office assessment results generated during the scoping phase of the project. Data were also produced for further in-depth analysis of the targeted areas on the site and any individual communities that were previously identified in the office.



Site Photo 2: Typical non-native forested areas of the Dania Beach Site.

The onsite assessments consisted of several soil pit excavations, visual evaluation of soil conditions and soil profiles, surface hydrological conditions, vegetative character and condition, non-native plant presence, areas demonstrating wetland characteristics, actual or potential use by listed species and important natural systems present on the parcel and in directly adjacent parcels. Site photograph #2 shows the typical site conditions encountered in the upland areas of the parcel. The previously filled areas have become completely overgrown with non-native trees and shrubs, primarily mature Australian pine. Typical for this community type, there is little understory or sub-canopy due to the allopathic nature of this tree. The upland areas are also being used by homeless persons as camp sites (see photograph #3).



Site Photo 3: Homeless camp site.

Vegetation:

Site Photo 4: Typical vegetative conditions in the wetland areas of the Dania Beach parcel.

The wetland areas found on the Dania Beach parcel are dominated by the red mangrove with both white and black mangroves interspersed throughout the forested areas on small spoil piles created as a result of the past ditching operations. The upland forested areas of the parcel contain Australian pine with greater than 80 percent coverage. In addition to the Australian pine tree canopy the site also contains a sub-canopy of young and mature Brazilian pepper and earleaf Acacia (*Acacia auriculiformis*).

The perimeter of the site is dominated by a mixture of para grass and elephant grass, ear leaf acacia, lead tree (*Leucaena leucocephala*), along with Brazilian pepper, Australian pine and an fringe of herbaceous plants such as Bahia (*Paspalum notatum*), vasey grass (*P. urvillei*), Cesar's weed (*Urena lobata*), field sandspur (*Cenchrus incertus*), sand bur (*C. echinatus*), rosary pea (*Abrus precatorious*), poison ivy (*Toxicodendron radicans*), Spanish needles (*Bidens pilosa*), wild poinsettia (*Poinsettia cyanthophora*), Florida pusley (*Richardia scabra*), and torpedo grass (*Panicum repens*).

Site Photo 5: Typical upland vegetation along the perimeter of the Dania Beach site.

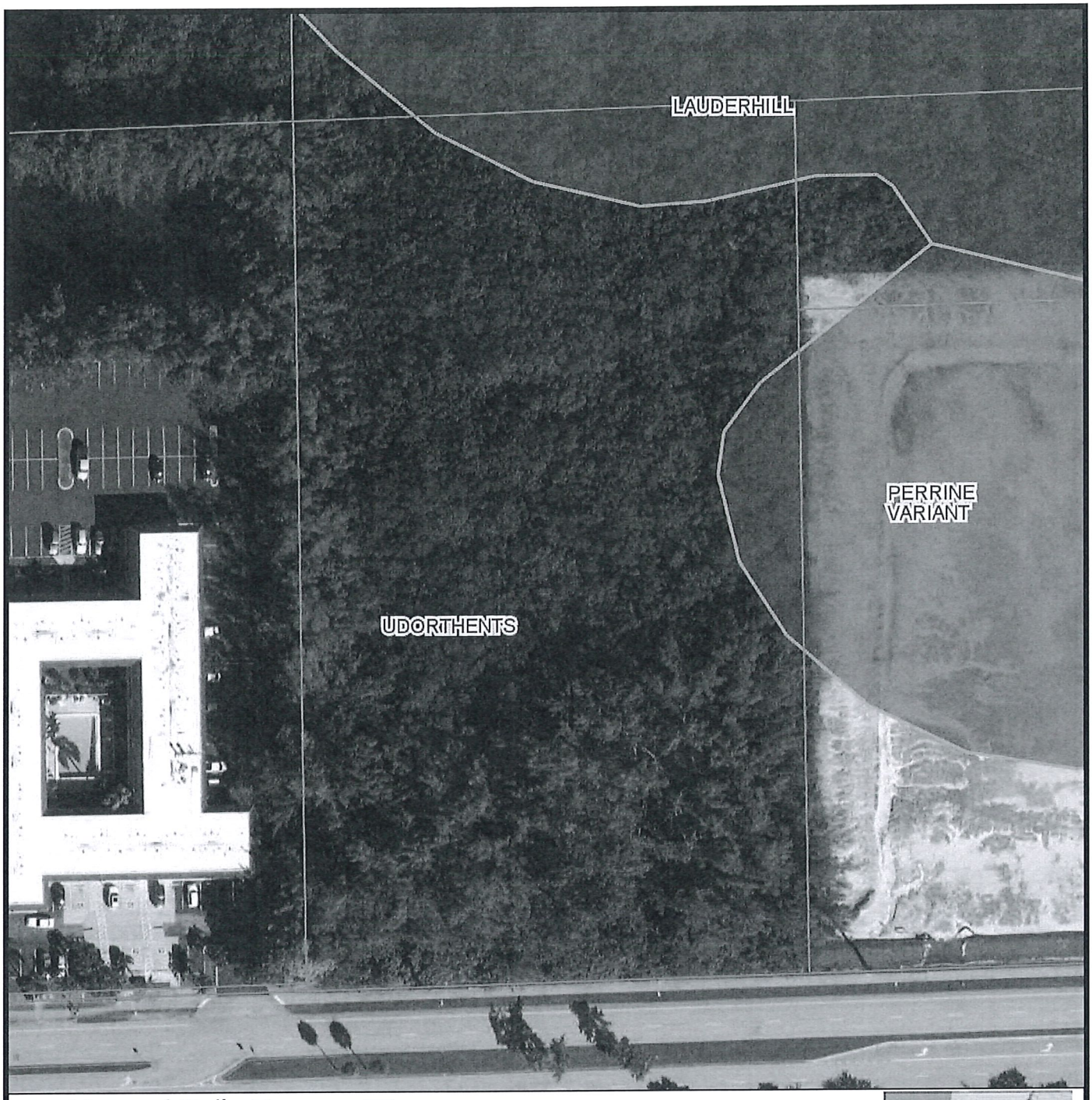
Soil Survey Mapped Soils:

The soils mapped for the Dania Beach site are primarily Lauderhill Muck, Perrine Variant and Udorthents, (see Figure 4). The Lauderhill Muck is listed as a hydric soil (wetland soil) in Broward County. A hydric soil in Florida is a soil that formed under conditions of saturation, flooding or ponding long enough during the growing season to develop anaerobic conditions in the upper 18 inches of the soil profile.

Lauderhill Muck:
According to the "*Soil Survey of Broward County – Eastern Part*", Lauderhill Muck consists of moderately deep, very poorly drained, rapidly permeable soils typically found in fresh water marshes. This soil formed in areas of well decomposed, hydrophytic herbaceous plant remains overlying limestone bedrock. The Lauderhill Muck soil consists of an organic soil that is black at the surface overlying dark reddish brown organic soil. Thickness of organic material is 16 to 36 inches and depth to limestone is 20 to 36 inches. Lauderhill soils are found in Major Land Resource Areas (MLRAs) 154 (south central Florida coastal ridge), 155 (south Florida flatwoods), 156A (Florida Everglades and associated areas) and 156B (south Florida Lowlands).

Perrine Variant:
According to the Broward County Soil Survey, the Perrine series consists of moderately deep, poorly drained, moderately slowly to moderately permeable soils in lowlands along the Atlantic Coast of Peninsular Florida. These soils formed in calcareous silty and loamy sediments of marine or freshwater origin over limestone. Perrine soils are in broad low flats near the Atlantic Ocean in southeastern Florida. Slopes are less than 1 percent. Under normal conditions, these areas nearest the coast typically include red and white mangrove trees. Areas that have been drained or with water control are often used for growing vegetable crops, ornamental shrubs, and trees. Vegetation in undrained areas may include such vegetation as sawgrass, sedges, reeds, various grasses, and scattered palm trees.

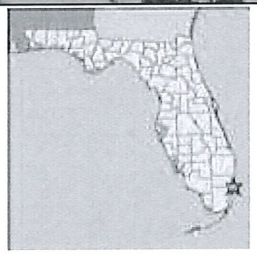
Udorthent:
Udorthent soils are unconsolidated soils formed from the excavation of limestone and shell for the production of land fill. These soils typically contain small to medium sized boulders, shell fragments, sand and rubble. The vegetation typically found on these soils is usually sparse herbaceous plants, non-native trees and shrubs. Water elevations are normally more than 2 feet below the surface and they are usually moderately permeable and fairly well drained.



Mapped Soils Map

- Selected Custom Parcels
- County Boundaries
- Parcel Outlines
- Soils Boundaries
- Soils - Hydric

N



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Field Evaluated and Confirmed Soils:

The Soils on the Dania Beach parcel are a product of both natural and artificial conditions with the originally mapped areas of Lauderhill Muck found in the northern end of the site and Udorthent soils in the southern, eastern and western ends of the parcel. The soil composition follows the wetland and upland line on the parcel as Lauderhill Muck is found in the un-altered wetland areas of the parcel and the Udorthent soils are found in all upland areas of the parcel.

Surface Hydrology:

The wetland areas of the site are typically flooded during high tides and following significant storm events. Water covered the wetland areas of the parcel in varying depths during the site assessments, ranging from less than 6 inches to more than 3 feet. There are also areas within the wetlands that have been excavated to form ditches that are greater than 4 feet deep during high tides. The upland areas of the site are well drained and water is typically more than 2 feet below the soil surface. The uneven topography in the upland areas of the parcel produces small depressional areas that show evidence of ponding and flooding, most likely following large storm events. Permeability is poor in the Udorthent soils and this ponding likely lasts for several days following major rain events.

Fauna:

During the pedestrian transects that were conducted on the site during daylight hours, specific attention was given to the identification of actual or potential wildlife utilization on the parcel and to identify verifiable site use by listed species. Several listed species are found in mangroves of south Florida including the West Indian manatee (*Trichechus manatus*), wood stork (*Mycteria americana*), American crocodile (*Crocodylus acutus*) and bald eagle (*Haliaeetus leucocephalus*). As a result of this potential for site use, all areas of the site were carefully evaluated for wildlife utilization, particularly along the perimeter of the wetlands, in previously excavated ditches in the mangroves and any in open areas in the canopy where faunal use might be expected to be greatest. No listed fauna were observed on the parcel, and no critical habitat was present onsite or in any of the directly adjacent areas. Site use by wildlife was typically very low in all areas of the parcel, likely as a result of the urbanized conditions in the area and the presence of several homeless camps on the site.

Typical fauna observed during the field reviews consisted of urban birds such as common grackle (*Quiscalus quiscula*), various sparrows (*Passer* spp.) and northern mocking birds (*Mimus polyglottos*) along the southern perimeter. An osprey *(Pandion haliaetus)* was observed in overflight south of the site. While the osprey was not observed directly on the Dania Beach parcel it should be noted that it is listed as a Species of Special Concern by the Florida Fish and Wildlife Conservation Commission (FWC). The osprey feeds on fish in open waters, the dense native and non-native forest cover on the Dania Beach site would preclude the feeding practices of the osprey on the subject parcel. Indirect evidence of site use by raccoons, opossum and feral cats, was confirmed through identification of tracks in and around the areas with wetland characteristics. Evidence of large mammals was not found on the Dania Beach site during these site reviews. Animal burrows, nests or rookeries were not observed during the surveys. Other wildlife identified within the parcel during the field reviews consisted of various arthropods that were

generally found throughout the parcel in both the air and on the ground. Given the relatively poor habitat condition and adjacent land uses to the south, east and west, the overall wildlife utilization was found to be poor in all areas of the site, especially considering that the site is undeveloped.

Site Ecological Conditions and Areas with Wetland Characteristics:

The Dania Beach site contains two habitat types, 2.8 acres of wetlands that has hydric soils, hydrophytic (wetland) plants and hydrology consistent with wetland conditions and 1.6 acres of filled lands with a non-native plant community.

Based upon the results of the field evaluations including vegetation, soils and surface hydrology the Dania Beach Site contains wetlands and this is confirmed by the National Wetland Inventory (NWI) maps (see Figure 5). According to the NWI maps, the wetland areas are mapped as code **E2SS3Pd** :

Based on this description and according to the "Classification of Wetlands and Deepwater Habitats of the United States 2nd Edition", 2013, by Cowardin, Lewis M. et al. the wetlands consist of

Estuarine: The Estuarine System describes deep water tidal habitats and adjacent tidal wetlands that are influenced by water runoff from and often semi-enclosed by land. They are located along low-energy coastlines and they have variable salinity.

Intertidal: This is defined as the area from extreme low water to extreme high water and associated splash zone.

Scrub-Shrub: Includes areas dominated by woody vegetation less than 6 m (20 feet) tall. The species include true shrubs, young trees (saplings), and trees or shrubs that are small or stunted because of environmental conditions.

Broad-Leaved Evergreen: Woody angiosperms (trees or shrubs) with relatively wide, flat leaves that generally remain green and are usually persistent for a year or more; e.g. red mangrove (Rhizophora mangle).

Irregularly Flooded: Tidal water floods the land surface less often than daily.

Partially Drained/Ditched: A partially drained wetland has been hydrologically altered but soil moisture is sufficient to support some hydrophytes. Totally drained areas are not considered wetland if they can no longer support hydrophytes. This modifier has also been used to indicate wetlands connected by extensive ditch networks. The "d" modifier can be applied to wetlands with ditch or drain networks or wetlands adjacent to the ditches even if the ditch is too small to be included in the delineations.

Based upon the data generated during this analysis and the State of Florida, US Army Corps of Engineers and Broward County wetland regulations, it is current estimated that approximately 2.8 acres of this site will most likely be claimed as jurisdictional wetlands by the three regulatory agencies with wetland regulatory authority in Broward County.

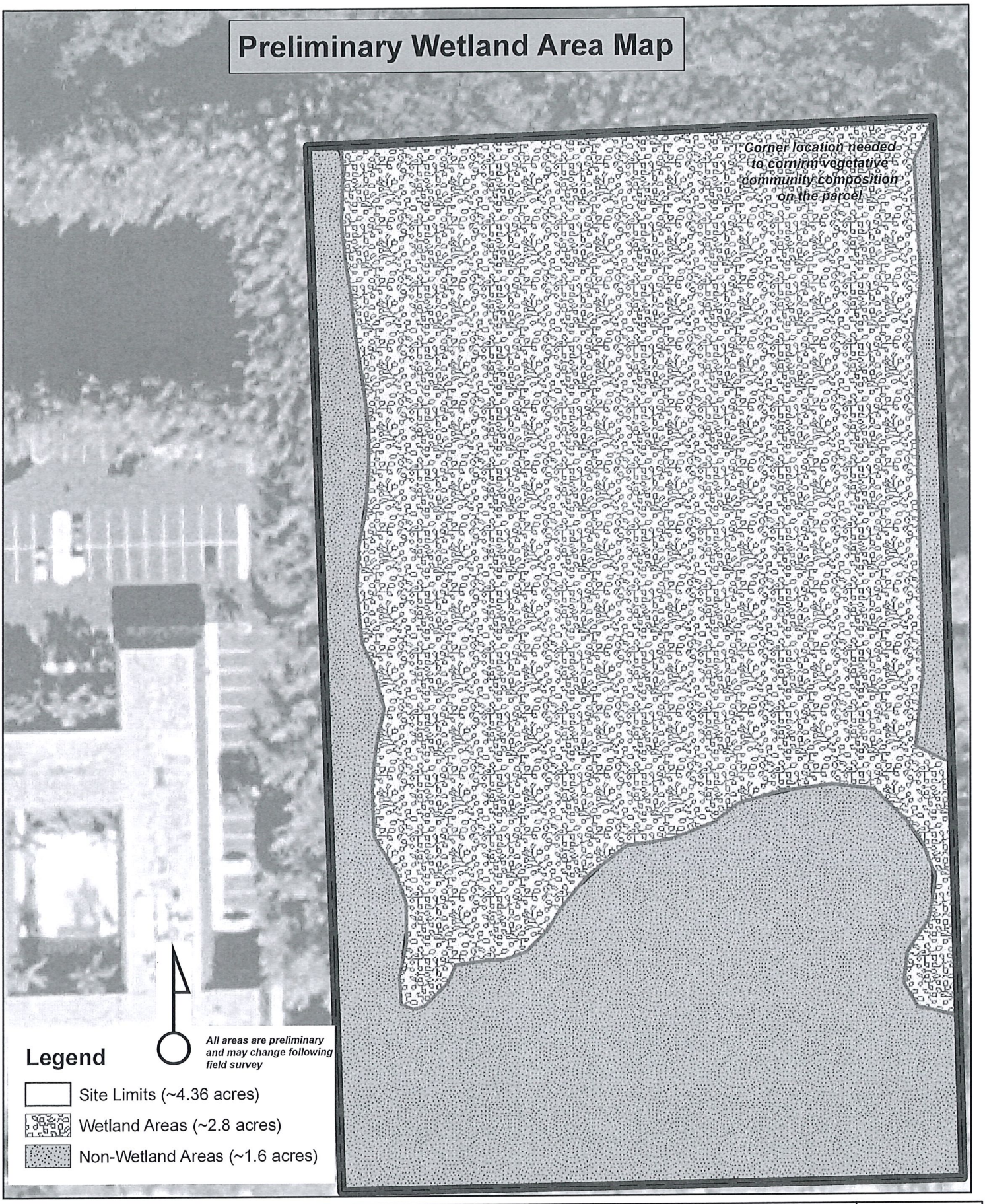
Applications to the three resource agencies for wetland impacts would be processed independently although concurrently. Each of the resource agencies would make a final determination based upon criteria contained in their specific rules, but are review of impacts to wetlands would entail a review of the site conditions, wetland impact avoidance and minimization criteria and wetland mitigation where wetland impacts are considered unavoidable according to each agencies rules and regulations. Permit processing times will be consistent with the Environmental Resource Permit (ERP), Dredge and Fill (ACOE) and Environmental Resource License (Broward County) and it is projected that a period of 6 to 10 months would be required to obtain final agency action in all three regulatory arenas. The state and local authorizations may be issued independently but the federal wetland permit is dependent upon the State of Florida permit so it cannot be issued until the state permit is issued. This dependence is based on the fact that both federal Water Quality certification and Coastal Zone consistency are contained in the state permit and these are required before the federal permit can be completed.

The demonstration that wetland impact avoidance is not possible will be an important factor in the permit review process as a presumption that wetland impacts can be avoided is always the initial position of resource agencies. Also important in the permit review process is the reduction or minimization of wetland impacts. This means that the state of Florida and Broward County will be forceful in their quest for some a reduction in wetland impacts associated with a project and will push for onsite wetland mitigation. This is particularly true for this site that is adjacent to relatively high quality wetlands to the north with direct connections to the Dania Cut-Off Canal. The Broward County process will require some form of "in-county" natural system enhancement if there is no onsite wetland mitigation component.

Once the project is deemed to have satisfied the wetland avoidance and minimization criteria, the wetland impacts will be assessed according to their quality and functional values in order to define the required wetland mitigation for the project related unavoidable impacts to wetlands. This assessment will be conducted by using the Florida Uniform Wetland Mitigation Assessment Methodology (UMAM). The final UMAM will be developed during the permitting of the project site in accordance with the rules and in concert with project representatives and the regulatory agencies, but a projected UMAM assessment is provided herein.

Since this project would result in impacts to salt water wetlands, any project related wetland mitigation would have to include salt water mitigation. Opportunities for salt water wetland mitigation are limited in Broward County, so any wetland mitigation that would occur in areas other than onsite would most likely be provided at the Everglades Wetland Mitigation Bank (EMB) in Miami-Dade County. If wetland impacts are authorized and offsite wetland mitigation at the EMB is accepted, the wetland impacts would have to be assessed by another wetland functional assessment methodology designed specifically for the EMB. That methodology is the "Wetland Assessment Technique for Environmental Reviews" or WATER. Two hypothetical projects are provided below to show the approximate wetland mitigation requirements based on the UMAM and WATER wetland assessment methods.

Preliminary Wetland Area Map



Legend

All areas are preliminary and may change following field survey

- Site Limits (~4.36 acres)
- Wetland Areas (~2.8 acres)
- Non-Wetland Areas (~1.6 acres)

04/21/2016 Revised: 0 20 40 80 120 Feet	*J. J. Goldasich and Associates, Incorporated* Ecological Services Natural System Analysis (561) 883-9555 jjg@jjgoldasich.com	***Dania Beach Parcel*** Preliminary Wetland Area Map Dania Beach Boulevard 4.36 Acres City of Dania, Broward County, Florida	**ENV - 1**

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UMAM Assessment:
The following wetland functional assessment discussion is based upon the data generated during this ecological evaluation and should be considered as an approximation of the final wetland mitigation requirements for this property. The final wetland jurisdictional acreage and wetland functional quality will be determined during field assessment and an iterative process between the permit Applicant's representatives and the regulatory agencies with wetland jurisdiction in this area. Any final wetland mitigation requirement will be arrived at during the permit processing and depend upon the conditions at the time of application, wetland impact avoidance and minimization, wetland values and functions at that time, project design, land uses proposed, site plan, mitigation plan design, wetland construction costs and wetland mitigation bank credit costs at the time of purchase. As discussed earlier in this report, there are two community types on the property: 1) is the low quality Australian pine dominated upland forest and 2) the relatively high quality mangrove dominated wetland community.

Based upon the current assessment, the total number of acres projected to contain jurisdictional wetlands on the Dania Beach site is 2.8 acres. The functional value of the wetland area has been predicted as follows (see Appendix 1 – UMAM Functional Assessment):

- Mixed Mangrove Wetland UMAM = **0.67 (1.88 functional wetland units for 2.8 acres)**

Based upon these values the total wetland functional value provided by the Dania Beach wetland is 1.88 UMAM functional units. Utilizing these values two wetland mitigation scenarios have been evaluated for the Dania Beach site, *(it should be noted that there are virtually an unlimited set of scenarios of onsite versus offsite mitigation that can be developed for the project but for demonstration purposes two scenarios are included here*):

1. Onsite mitigation with 0.8 acre mixed mangrove enhancement area along the north side of the parcel. This form of wetland mitigation is often used in sites similar to the Dania Beach site and the construction techniques. This methodology often provides sufficient avoidance and minimization of wetland impacts for agencies to issue their respective authorizations for a project and provides some impact mitigation onsite and in Broward County. Wetland mitigation credits can then be produced by improving the conditions on the wetlands so preserved on the parcel. This improvement in wetland functions and values produces what is termed "lift" in wetland quality and this lift can be used to offset project related wetland impacts. However, in this case the relatively high quality of the wetlands would not result in very little lift. Monitoring is required for five years and the area must be maintained in perpetuity. A conservation easement protects the mitigation area and it is recorded in the Broward County records for the property. Cost for the establishment of such an onsite mitigation project will depend upon the final design, soil conditions, disposal costs for exotic vegetation, fuel prices and current construction loads in the project vicinity at a minimum and will range between $10,000.00 and $20,000.00 per acre. Assuming a 0.8 acre mangrove enhancement and a cost per acre of $15,000.00 (median cost) the total for the onsite mitigation would be 0.8 acres * $15,000.00 = $12,000.00 not including land costs, long term maintenance and monitoring costs. The onsite replacement costs would be

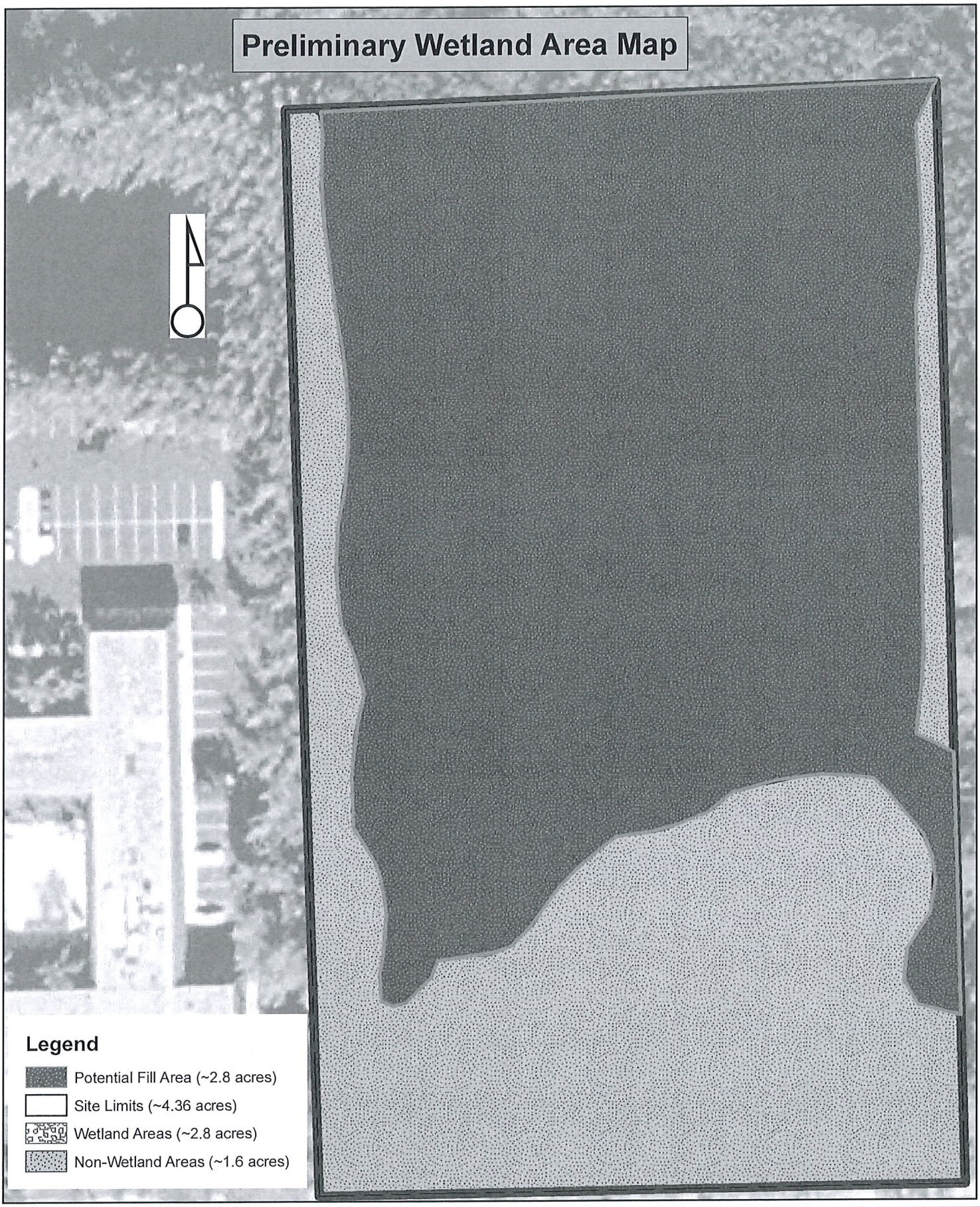
added to the cost for any remaining mitigation that would include the wetland mitigation bank credit purchase along with an "in-county" natural system replacement.

This option would still require the purchase of credits at an offsite wetland mitigation bank since the lift resulting from the enhancement of 0.8 acres would not offset 2 acres of mangrove impacts. This mitigation would only provide 0.035 credits of wetland mitigation. Therefore, an additional 1.85 credits would remain to be mitigated. Converting the 1.85 credits back to acres would result in a total of 1.24 acres of wetlands that remain to be mitigated for. In order to replace the remaining wetland values at a mitigation bank the wetland area that has not been accounted for must be re-assessed with a functional assessment methodology approved for the bank that will receive the mitigation. In this case we have identified the Everglades Mitigation Bank (EMB) in Miami-Dade County. As stated, the appropriate functional assessment methodology for use at the EMB is the WATER method. Therefore, the remaining 1.25 acres of wetlands were scored according to the WATER procedure and the resulting score was 0.75 functional units per acre of wetland impact (see Appendix 3 – WATER Score Sheets with 0.8 Acres Onsite). In addition, there would be secondary impacts to approximately 0.2 acres of wetlands and this area was scored at 0.85 for a total additional wetland loss of 1.31 WATER credits. Therefore, the remaining wetland impacts would be compensated for by the purchase of 1.31 credits at the EMB. The cost for this purchase would be $125,000.00 * 1.31 credits = $163,750.00 along with an onsite mitigation cost of $12,000.00 resulting in a total cost for this option of $175,750.00 not including land costs, maintenance and monitoring costs or other soft costs.

2. The second option would be a total development of the site with all required wetland mitigation conducted at an offsite wetland mitigation bank. According to the WATER methodology, the EMB wetland mitigation bank would require a total of 2.51 credits to compensate for the loss of all of the 2.8 acres of wetlands on the Dania Beach site, resulting in a cost of $125,000.00 * 2.51 = $313,750.00 for the EMB bank and an unknown additional cost for in-county required natural system enhancement.

As discussed earlier in this analysis, the local wetland permitting agency at Broward County will work to require some environmental enhancement within the geographic confines of Broward County and this enhancement may include many diverse options. Specific details of any final plan would have to be defined by the permitting process but would include environmental improvement of land through payment into the Broward County Environmental Trust Fund, direct construction activities, exotic vegetation removal, native plant installation or a combination of these elements within Broward County. Unless the "in-county" requirement were met by the project, the total cost of the natural system improvements for the Broward County permit would have to be added to the total mitigation costs.

Preliminary Wetland Area Map



04/21/2016 Revised: 0 20 40 80 120 Feet	*J. J. Goldasich and Associates, Incorporated* Ecological Services Natural System Analysis (561) 883-9555 jjg@jjgoldasich.com	***Dania Beach Parcel*** Preliminary Wetland Area Map Dania Beach Boulevard 4.36 Acres City of Dania, Broward County, Florida	**ENV - 1**

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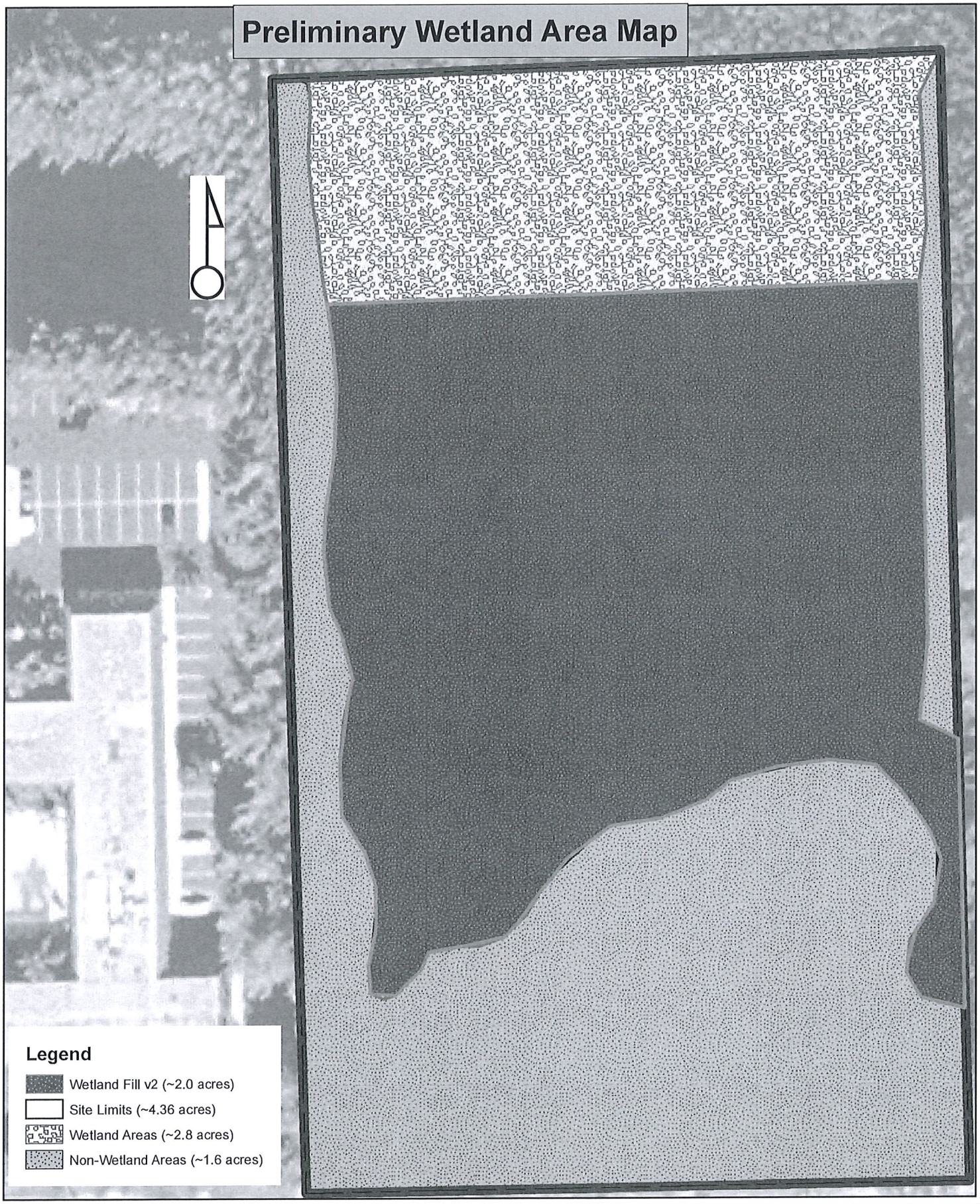
Preliminary Wetland Area Map



04/21/2016 Revised: 0 20 40 80 120 Feet	*J. J. Goldasich and Associates, Incorporated* Ecological Services Natural System Analysis (561) 883-9555 jjg@jjgoldasich.com	***Dania Beach Parcel*** Preliminary Wetland Area Map Dania Beach Boulevard 4.36 Acres City of Dania, Broward County, Florida	**ENV - 1**

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UNIFORM WETLAND MITIGATION ASSESSMENT WORKSHEET - PART I - IMPACT
Form 62-345.900(2), F.A.C. (See Sections 62-345.400 F.A.C.)

Site/Project Name	Application Number	Assessment Area Name or Number
Dania Beach Parcel	**-**	**Wetland Impact (Fill)**

FLUCCs code	Further classification (optional)	Impact or Mitigation Site?	Assessment Area Size
612	**Mangrove Swamp**	**Impact**	**2.80** Acres

Basin/Watershed Name/Number	Affected Waterbody (Class)	Special Classification (i.e.OFW, AP, other local/state/federal designation of importance)
Dania Cut Off Canal	**3**	**None**

Geographic relationship to and hydrologic connection with wetlands, other surface water, uplands

The wetland is directly connected to a series of mosquito ditches that interchange flow with the Dania Cut Off Canal. Significant storm water flows into the wetland from adjacent uplands, roadways and commercial parcels.

Assessment area description

The assessment area is a mixed mangrove wetland adjacent to commercial facilities and filled lands. Adjacent lands include automobile parking lots, regional, local and arterial roadways, a motel/hotel and other mangrove wetlands.

Significant nearby features	Uniqueness (considering the relative rarity in relation to the regional landscape.)
Dania Beach Boulevard, hotel/motel, parking areas, filled lands, storm water storage pond, Dania Cut Off Canal, marinas.	**Not unique to south Florida.**
Functions	Mitigation for previous permit/other historic use
wildlife uses, feeding, breeding, nesting, safety	**N/A**
Anticipated Wildlife Utilization Based on Literature Review (List of species that are representative of the assessment area and reasonably expected to be found)	Anticipated Utilization by Listed Species (List species, their legal classification (E, T, SSC), type of use, and intensity of use of the assessment area)
Wading birds, fish, aquatic invertebrates	**Wood stork, little blue heron. Intensity estimated to be minimal as heavy human related activity in the vicinity reduces wildlife use.**

Observed Evidence of Wildlife Utilization (List species directly observed, or other signs such as tracks, droppings, casings, nests, etc.):

None.

Additional relevant factors:

Assessment conducted by:	Assessment date(s):
JJG	**April/May 2016**

UNIFORM WETLAND MITIGATION ASSESSMENT WORKSHEET - PART II - IMPACT
Form 62-345.900(2), F.A.C. (See Sections 62-345.500 and .600, F.A.C.)

Site/Project Name:	Application Number:	Assessment Area Name or Number:
Dania Beach Parcel	**-**	**Wetland Impact (Fill)**
Impact or Mitigation:	Assessment Conducted by:	Assessment Date:
Impact	**JJG**	**April/May 2016**

Scoring Guidance	Optimal (10)	Moderate(7)	Minimal (4)	Not Present (0)
The scoring of each indicator is based on what would be suitable for the type of wetland or surface water assessed	Condition is optimal and fully supports wetland/surface water functions	Condition is less than optimal, but sufficient to maintain most wetland/surface waterfunctions	Minimal level of support of wetland/surface water functions	Condition is insufficient to provide wetland/surface water functions

		Current	With Impact
.500(6)(a) Location and Landscape Support	a. Quality and quantity **of habitat support** outside of AA.	X	X
	b. **Invasive plant species.**		
	c. **Wildlife access** to and from AA (proximity and barriers).		
	d. **Downstream benefits** provided to fish and wildlife.		X
	e. Adverse impacts to wildlife in AA from **land uses** outside of AA.		
	f. **Hydrologic connectivity** (impediments and flow restrictions).	X	
	g. **Dependency** of downstream habitats on quantity or quality of discharges.		
	h. Protection of wetland functions provided by uplands (**upland** AAs only).		
Current: 4 / With Impact: 0	Notes:	Place an "X" in the box above next to the two (2) most important criteria used in scoring this section	

		Current	With Impact
.500(6)(b) Water Environment (n/a for uplands)	a. Appropriateness of **water levels and flows.**	X	X
	b. Reliability of **water level indicators.**		
	c. Appropriateness of **soil moisture.**		
	d. **Flow rates**/points of discharge.		
	e. **Fire frequency**/severity.		
	f. **Type of vegetation.**		
	g. **Hydrologic stress** on vegetation.	X	
	h. **Use by animals** with hydrologic requirements.		
	i. **Plant community composition** associated with water quality (i.e., plants tolerant of poor WQ).		X
	j. **Water quality of standing water by observation** (I.e., discoloration, turbidity).		
	k. **Water quality data** for the type of community.		
	l. **Water depth, wave energy, and currents.**		
Current: 8 / With Impact: 0	Notes:	Place an "X" in the box above next to the two (2) most important criteria used in scoring this section	

		Current	With Impact
.500(6)(c) Community Structure	I. Appropriate/desirable species		X
	II. Invasive/exotic plant species	X	
X Vegetation	III. Regeneration/recruitment		
	IV. Age, size distribution.		
Benthic	V. Snags, dens, cavity, etc.		
	VI. Plants' condition.		
Both	VII. Land management practices.	X	
	VIII. Topographic features (refugia, channels, hummocks).		X
	IX. Submerged vegetation (only score if present).		
	X. Upland assessment area		
Current: 8 / With Impact: 0	Notes:	Place an "X" in the box above next to the two (2) most important criteria used in scoring this section	

Raw Score = Sum of above scores/30 (if uplands, divide by 20)	
Current	**With Impact**
0.67	0.00

Impact Acres =	2.80

Functional Loss (FL) [For Impact Assessment Areas]:	
FL = ID x Impact Acres =	1.876

Impact Delta (ID)	
Current - w/Impact	0.67

NOTE: If impact is proposed to be mitigated at a mitigation bank that was assessed using UMAM, then the credits required for mitigation is equal to Functional Loss (FL). If impact mitigation is proposed at a mitigation bank that was not assessed using UMAM, then UMAM cannot be used to assess impacts; use the assessment method of the mitigaiton bank.

UNIFORM WETLAND MITIGATION ASSESSMENT WORKSHEET - PART I - MIT/PRES
Form 62-345.900(2), F.A.C. (See Sections 62-345.400 F.A.C.)

Site/Project Name	Application Number	Assessment Area Name or Number
Dania Beach Parcel	**-**	**Mixed Mangrove**

FLUCCs code	Further classification (optional)	Mitigation or Preservation?	Assessment Area Size
612		**Mitigation**	**0.00** Acres

Basin/Watershed Name/Number	Affected Waterbody (Class)	Special Classification (i.e.OFW, AP, other local/state/federal designation of importance)
Dania Cut Off Canal	**3**	**None**

Geographic relationship to and hydrologic connection with wetlands, other surface water, uplands

Assessment area description

Significant nearby features	Uniqueness (considering the relative rarity in relation to the regional landscape.)
	Area is not unique.

Functions	Mitigation for previous permit/other historic use
Water quality, wildlife utilization, flood flow attenuation, shoreline protection, habitat diversity.	**N/A**

Anticipated Wildlife Utilization Based on Literature Review (List of species that are representative of the assessment area and reasonably expected to be found)	Anticipated Utilization by Listed Species (List species, their legal classification (E, T, SSC), type of use, and intensity of use of the assessment area)
Wading bird suite, fish, aquatic ivertebrates	**Wood stork, Everglades kite, little blue heron, wading bird suite**

Observed Evidence of Wildlife Utilization (List species directly observed, or other signs such as tracks, droppings, casings, nests, etc.):

Additional relevant factors:

Assessment conducted by:	Assessment date(s):
JJG	**April and May, 2016**

Form 62-345.900(1), F.A.C. [effective date]

UNIFORM WETLAND MITIGATION ASSESSMENT WORKSHEET - PART II - MITIGATION/PRESERVATION
Form 62-345.900(2), F.A.C. (See Sections 62-345.500 and .600, F.A.C.)

Site/Project Name:	Application Number:	Assessment Area Name or Number:
Dania Beach Parcel	-	Mixed Mangrove
Impact or Mitigation:	**Assessment Conducted by:**	**Assessment Date:**
Mitigation	JJG	April and May, 2016

Scoring Guidance	Optimal (10)	Moderate(7)	Minimal (4)	Not Present (0)
The scoring of each indicator is based on what would be suitable for the type of wetland or surface water assessed	Condition is optimal and fully supports wetland/surface water functions	Condition is less than optimal, but sufficient to maintain most wetland/surface waterfunctions	Minimal level of support of wetland/surface water functions	Condition is insufficient to provide wetland/surface water functions

		Current	With Mitigation
.500(6)(a) Location and Landscape Support	a. Quality and quantity **of habitat support** outside of AA.		
	b. **Invasive plant species.**		
	c. **Wildlife access** to and from AA (proximity and barriers).		
	d. **Downstream benefits** provided to fish and wildlife.	X	
	e. Adverse impacts to wildlife in AA from **land uses** outside of AA.	X	
	f. **Hydrologic connectivity** (impediments and flow restrictions).		X
	g. **Dependency** of downstream habitats on quantity or quality of discharges.		X
	h. Protection of wetland functions provided by uplands (**upland** AAs only).		
Current: 4 / With Mitigation: 6	Notes:	Place an "X" in the box above next to the two (2) most important criteria used in scoring this section	
.500(6)(b)Water Environment (n/a for uplands)	a. Appropriateness of **water levels and flows.**		X
	b. Reliability of **water level indicators.**		
	c. Appropriateness of **soil moisture.**		
	d. **Flow rates**/points of discharge.		
	e. **Fire frequency**/severity.		
	f. **Type of vegetation.**	X	X
	g. **Hydrologic stress** on vegetation.	X	
	h. **Use by animals** with hydrologic requirements.		
	i. **Plant community composition** associated with water quality (i.e., plants tolerant of poor WQ).		
	j. **Water quality of standing water by observation** (I.e., discoloration, turbidity).		
	k. **Water quality data** for the type of community.		
	l. **Water depth, wave energy, and currents.**	X	
Current: 8 / With Mitigation: 8	Notes:	Place an "X" in the box above next to the two (2) most important criteria used in scoring this section	
.500(6)(c)Community structure ____ Vegetation ____ Benthic X Both	I. Appropriate/desirable species AND Extent, diversity of appropriate species and organisms	X	X
	II. Invasive/exotic plant species		
	III. Regeneration/recruitment		X
	IV. Age, size distribution AND Species' condition, biomass		
	V. Snags, dens, cavity, etc. AND Structural features		
	VI. Plants' condition AND Topographic features		
	VII. Land management practices AND Spawning, nesting habitat	X	
	VIII. Topographic features (refugia, channels, hummocks).		
	IX. Submerged vegetation (only score if present).		
	X. Upland assessment area		
Current: 8 / With Mitigation: 9	Notes:	Place an "X" in the box above next to the two (2) most important criteria used in scoring this section	

Raw Score = Sum of above scores/30 (if uplands, divide by 20)	
Current	With Mitigation
0.67	0.77

TEMPORAL LAG TABLE

YEAR	T-factor	YEAR	T-factor	YEAR	T-factor
< or = 1	1	11-15	1.46	41-45	3.03
2	1.03	16-20	1.68	46-50	3.34
3	1.07	21-25	1.92	51-55	3.65
4	1.10	26-30	2.18	>55	3.91
5	1.14	31-35	2.45		
6-10	1.25	36-40	2.73		

Temporal Lag Factor (TLF) = (see Temporal Lag Table above)	1.14
Risk Factor (RF) = [1=no risk, 2=mod risk, 3=hi risk, on 0.25 increments)	2.00

Relative Functional Gain (RFG) = MD/(TLF x RF) =	0.044
Mitigation Area Required (acres) = FL/RFG =	42.64
Mitigation Area Size (acres)	0.00
Functional Gain (FG) (RFG x MIT AREA) (should balance with Functional Loss)	0.000

Mitigation Delta (MD)	
w/Mitigation - Current	0.10

FOR PRESERVATION ONLY:

Mitigation Deficit (acres)	-42.64
Acres of Impact Offset by this Mitigation Area	0.00

Water Functional Assessment Data Sheets

Mitigation Bank Wetland Function Evaluation Matrix

Project: Dania Beach Parcel

W.A.T.E.R. - Wetland Assessment Technique for Environmental Reviews

Based on WBI, WQI, WRAP, HGM and 4th Priority Project List (PPL) with technical advise from EPA, FDEP, ACOE, NMFS, USF & W, SFWMD & Dade County

Reviewer: Goldasich
Date: April / May 2016
Revised:

Parameter/ Function	Scoring Criteria	Ratings	Polygon Direct Impacts Mangrove (acres)	Polygon Secondary Impacts (acres)	Polygon	Polygon	Polygon	Polygon
1. Fish & Wildlife Functions *Apply to freshwater, saltwater, brackish and mitigation systems*			*2.8*	*0.2*				
a. Waterfowl, wading birds, wetland dependent, or aquatic birds of prey. (Mit. Bank - High specie count w/ low pop. #'s score 1	7 or more species commonly observed	3						
	3-6 species commonly observed	2						
	1-2 species commonly observed	1						
	0 species commonly observed	0	2	2				
b. Fish (Mit. Bank - High specie count w/ low pop. #'s score 1 Restoration that causes 12% pop. Increases-higher score)	7 or more species commonly observed	3						
	3-6 species commonly observed	2						
	1-2 species commonly observed	1						
	0 species commonly observed	0	2	3				
c. Mammals (Mit. Bank - High specie count w/ low pop. #'s score 1 Restoration that causes 12% pop. Increases-higher score)	Top predator (carnivore) &/or large mammals	3						
	Medium sized mammals , (adult weight > 6 ibs.)	2						
	Small animals (rodents, etc.) , (adult weight < 6 lbs.)	1						
	0 species present	0	1	1				
d. Aquatic macroinvertebrates, amphibians (Mit. Bank - High specie count w/ low pop. #'s score 1 Restoration that causes 12% pop. Increases-higher score)	7 or more species commonly observed	3						
	3-6 species commonly observed	2						
	1-2 species commonly observed	1						
	0 species commonly observed	0	2	3				
e. Aquatic reptiles (Mit. Bank - High specie count w/ low pop. #'s score 1 Restoration that causes 12% pop. Increases-higher score)	Large species observed	3						
	Aquatic turtles	2						
	Snakes & lizards	1						
	No evidence of species present	0	1	1				

Mitigation Bank Wetland Function Evaluation Matrix

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Reviewer: Goldasich
Date: April / May 2016
Revised:

Parameter/ Function	Scoring Criteria	Ratings	Polygon Direct Impacts Mangrove (acres)	Polygon Secondary Impacts (acres)	Polygon	Polygon	Polygon	Polygon
2. Vegetative Functions *Apply to freshwater, saltwater, brackish and mitigation systems*			***Mangrove***	***Secondary***				
a. Overstory/shrub canopy	Desirable trees/shrub healthy & providing appropriate habitat (seedlings present) & no inappropriate species	3						
	Desirable trees/shrubs exhibit signs of stress (no seedlings) few inappropriate species present	2						
	Inappropriate trees/shrubs shading or overcoming desirable tree/shrubs	1						
	Very little or no desirable tree/shrubs present (evidence suggests there should be)	0	3	3				
b. Vegetative ground cover	Assessment area exhibits <2% inappropriate herbaceous ground cover for specific wetland systems and groundcover is present	3						
	Assessment area contains >2% but <30% inappropriate herbaceous groundcover, or lack of groundcover >2% but < 30%	2						
	Assessment area contains >30% to <70% inappropriate herbaceous groundcover, or lack of ground cover >30% to <70%	1						
	Assessment area >70% inappropriate herbaceous groundcover or lack of groundcover >70%	0	3	3				
c. Periphyton mat coverage	Periphyton (Blue-green algae) present with average mat thickness >1 1/4 in. (measure active & dead layer)	3						
	Periphyton (Blue-green algae) present with average mat thickness between 3/4 in. to 1 1/4 in. (active & dead layer)	2						
	Periphyton (Blue-green algae) present with average mat thickness between 1/4 in. to 3/4 in. (active & dead layer)	1						
	Periphyton (Blue-green algae) not present or if pressent with average thickness of 0.0 to 1/4 in. (active & dead layer)	0	0	0				
d. Category 1 and Category 2 exotic plants or (non-native) species	< (or = to) 1 % exotic plant cover	3						
	>1 % to 10 % exotic plant cover	2						
	>10 % to 65 % exotic plant cover	1						
	> 65 % exotic plant cover	0	3	3				
e. Habitat diversity (vegetative) *(within assessment area)*	>3 native species communities on site within assesssment area	3						
	2 or 3 native specie communities on site within assessment area	2						
	1 native species community with 75 % to 90 % coverage within assessment area	1						
	1 native species community has > 90 % coverage within assessment area	0	1	1				
f. Biological diversity within 3000 feet *(approximately 1/2 mile from edge of assessment area)*	> 3 alternative habitats available (including upland)	3						
	2 to 3 alternative habitats	2						
	1 alternative habitat	1						
	Same habitat type, or inappropriate / impacted	0	2	2				

Mitigation Bank Wetland Function Evaluation Matrix

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Reviewer: Goldasich
Date: April / May 2016
Revised:

Parameter/ Function	Scoring Criteria	Ratings	Polygon Direct Impacts Mangrove (acres)	Polygon Secondary Impacts (acres)	Polygon	Polygon	Polygon	Polygon
3. Hydrologic Functions			*Mangrove*	*Secondary*				
a. Surface water hydrology / sheet flow *Apply to freshwater, saltwater, brackish and mitigation systems*	Major connection *(Flowing water/ river or floodplain/ uniform flow through natural systems)*	3						
	Moderate connection *(Natural restriction of flow or Flowing water due to hydrologic engineering)*	2						
	Minor connection *(Runoff collection point, or uneven flow due to berms, ditches, roadways etc,)*	1						
	Hydrologically isolated, no net lateral movement	0	3	3				
b. Hydroperiod (normal year) fresh systems	> 8 months inundated with no reversals & every year drydown	3						
	>5 months < 8 months or >5 years continuous inundation (look for strong water stains on persistent vegetation)	2						
	>1 month < 5 months, with possible reversals (look for soft or less distinct water stains on persistent vegetation)	1						
	< 4 weeks cumulative annual inundation or < 2 weeks continuous inundation	0						
b-1 Alternate to b. for Short Hydroperiod (normal year) fresh systems:	>10 weeks of continuous inundation including soil saturation	3						
	> 6 weeks but <10 weeks of continuous inundation including soil saturation	2						
	>2 weeks but <6 weeks of inudation, including soil saturation	1						
	<2 weeks of continuos inundation	0						
b-2 Alternate to b. for Saltwater, brackish (tidal) systems	Inundated by >90% high tides							
	Inundated by "spring" high tides (bi-monthly)	2						
	Inundated by "extreme high" tides only (biannually)	1						
	Inundated by storm surges only	0	3	3				
b-3 Alternate to b. for High Marsh (Juncus-Distichlis)	Inundated by high "spring" tides (monthly) and flushed by fresh water sheetflow every 10 days average	3						
	Inundated by high "spring" tides (monthly) and flushed by fresh water sheetflow every 30 days on the average	2						
	Inundated by high "spring" tides (monthly) and exposed to rain only	1						
	Inundated by >50% high tides and exposed to rain only	0						
b-4 Alternate to b. for Riverine systems	Inundated by high tides (daily) and/or recieves and maintains fresh water at least into first half of dry season	3						
	Inundated by high tides (daily) and/or recieves and maintains fresh water during rainy season only	2						
	Inundated by high tides (daily) and/or recieves fresh water but does not maintain (reversal) during rainy season	1						
	Inundated by spring tides (bi-monthly) and/or experiences frequent reversals of fresh water (flashy)	0						

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Reviewer: Goldasich
Date: April / May 2016
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Parameter/ Function	Scoring Criteria	Ratings	Polygon Direct Impacts Mangrove (acres)	Polygon Secondary Impacts (acres)	Polygon	Polygon	Polygon	Polygon
3. Hydrologic Functions continued			*Mangrove*	*Secondary*				
c. Hydropattern (fresh system)	>1 ft. water depth for at least 2.5 months and <6 in. for >1 month (measure water mark/ lichen line), or water depth ideal for specific wetland system.	3						
	>6 in to 1 ft. for at least 2.5 months (measure water mark/ lichen line) or water depth borderline over or under for specific wetland system	2						
	<6 in. for at least 2.5 months (measure water mark/ lichen line) or water depth incorrect for specific wetland system	1						
	<6 in. in association with either canals, ditches, swales, culverts, pumps, and/or wellfields, or these factors cause water depth to be too deep for specific system.	0						0
c-1 Alternate to c. for Saltwater, brackish (tidal) systems	>1 ft. water depth <2 ft. on 90% high tides	3						
	> 6 in. water depth <1 ft. on >50% high tides	2						
	< 6 in. water depth , but > than saturated	1						
	Saturated by saline water table only	0	2	3				
c-2 Alternate to c. for High Marsh (Juncus-Distichlis)	>10 in. water depth <2 ft. on regular basis during growing season	3						
	>5 in. to 10in. water depth on regular basis during growing season	2						
	>1 in. to 5 in. water depth on regular basis during growing season	1						
	>0.0 in. to 1 in. water depth sporadically during growing season	0						
c-3 Alternate to c. for Riverine systems	>2 ft. water depth (main channel) <6 ft. for 8 months	3						
	>2 ft. water depth (main channel) <4 ft. for 6 months	2						
	>1 ft. water depth (main channel) <2.5 ft. for 4 months	1						
	<1 ft. water depth, but dry for >4 weeks (dry season)	0						

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Parameter/ Function	Scoring Criteria	Ratings	Polygon Direct Impacts Mangrove (acres)	Polygon Secondary Impacts (acres)	Polygon	Polygon	Polygon	Polygon
3. Hydrologic Functions continued			*Mangrove*	*Secondary*				
d. Water Quality	No indication of poor water quality (lab testing required, all values within acceptable range)	3						
	No visual indicators of poor water quality observed (1 value just over or under acceptable range)	2						
	Visual indicators of poor water quality questionable (2 values over or under acceptable range)	1						
	Visual indicators of poor water quailty observed or lab verified (values are out of acceptable range)	0	2	3				
e. Intactness of historic topography (soil disturbance)	Unaltered	3						
	Slightly altered soil disturbance, < 10% of assessment area	2						
	Moderately altered soil disturbance, < 25% of assessment area	1						
	Extremely altered soil disturbance, may exceed 50% of assessment area	0	2	3				
f. Soils, organic (fresh systems)	Organic soil classified hydric soil >12 in. or any thickness over bedrock/caprock with perched water table and either condition covering >90% of surface area	3						
	Organic soil classified hydric soil >6 in. but <12 in. and covering >90% of surface area	2						
	Organic soil classified hydric soil >1 in. but <6 in. and covering >50% but <90% of surface area	1						
	Organic soil classified non-hydric soil <1 in. for >50% of surface area	0						
f-1 Alternate to f. for *Freshwater, saltwater systems*	Sandy soil classified hydric soil with distinct mottling and concretions present in greater than 40% of horizon.	3						
	Sandy soil classified hydric soil with mottling and concretions present in > 20% but < 40% of horizon.	2						
	Sandy soil classified hydric soil with light or sparse mottling and concretions < 2 mm diameter or < 20% of horizon.	1						
	Sandy soil exhibits strong evidence of disturbance or mechanical manipulations or is fill material.	0						
f-2 Alternate to f. for *Freshwater, saltwater, brackish (tidal) systems*	Calcareous loam >12 in. and >90 % of surface area	3						
	Calcareous loam >6 in. to <12 in. and >90% of surface area	2						
	Calcareous loam >1 in. to <6 in. and covering >50% but <90% of surface area	1						
	Calcareous loam <1 in. for >50% of surface area	0	3	3				

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Reviewer: Goldasich
Date: April / May 2016
Revised:

Parameter/ Function	Scoring Criteria	Ratings	Polygon Direct Impacts Mangrove (acres)	Polygon Secondary Impacts (acres)	Polygon	Polygon	Polygon	Polygon
4. Salinity Parameters *Apply to freshwater, saltwater, brackish, hypersaline and mitigation systems -* ***Choose 1***								
a. Optimum salinity for fresh systems during growing season based on mean high salinity for a normal year. *Apply to freshwater systems within 5 miles of the coast*	<2 parts per thousand (ppt)	3						
	2 to 3 parts per thousand (ppt)	2						
	4 to 5 parts per thousand (ppt)	1						
	>5 parts per thousand (ppt)	0						
a-1. Alternate to a. Optimum salinity for brackish systems during growing season based on mean high salinity for a normal year. *Apply to brackish (tidal) systems only*	6 to 8 parts per thousand (ppt)	3						
	9 to 13 parts per thousand (ppt)	2						
	14 to 16 parts per thousand (ppt)	1						
	>16 parts per thousand (ppt)	0	1	1				
a-2. Alternate to a. Optimum salinity for saline systems during growing season based on mean high salinity for a normal year. *Apply to saline marsh (tidal) systems only*	17 to 19 parts per thousand (ppt)	3						
	20 to 22 parts per thousand (ppt)	2						
	23 to 25 parts per thousand (ppt)	1						
	>25 parts per thousand (ppt)	0						
a-3. Alternate to a. Optimum salinity for hypersaline systems during growing season based on mean high salinity for a normal year. *Apply to hypersaline (tidal) systems only*	26 to 41 parts per thousand (ppt)	3						
	42 to 46 parts per thousand (ppt)	2						
	47 to 51 parts per thousand (ppt)	1						
	>51 parts per thousand (ppt)	0						
a-4 Alternate to a. Optimum salinity for riverine/tidal creek system during growing season based on mean high slainity for a normal year. *Apply to riverine systems only*	bottom (lower) third between 12 to 25 ppt middle third between 5 to 11 ppt. upper (top) third betweem 0 to 4 ppt.	3						
	bottom (lower) third between 25 to 32 ppt middle third between 6 to 24 ppt. upper (top) third betweem 0 to 5 ppt.	2						
	bottom (lower) third between 30 to 40 ppt middle third between 8 to 29 ppt. upper (top) third betweem 0 to 7 ppt.	1						
	bottom (lower) third between 35 to 50 ppt middle third between 10 to 34 ppt. upper (top) third betweem 0 to 9 ppt.	0						
	Cumulative Score (SC)		36.00	41.00	0.00	0.00		
	Maximum Possible Score (MPS)		48.00	48.00	48.00	48.00		
	W.A.T.E.R. = Cumulative Score/Maximum Possible Score		0.75	0.85	0.00	0.00		

W.A.T.E.R. created by: J. Goldasich, PWS

Credits Required (Mangrove Direct) = Acres Impact * WATER	2.10			
Credits Required (Mangrove Secondary) = Acres Impact * WATER		0.17		
Credits Required = (SUM*1.03HSI) - FU Elsewhere = Remaining		2.34	0.000	2.51

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Reviewer: Goldasich
Date: April / May 2016
Revised:

Parameter/ Function	Scoring Criteria	Ratings	Polygon Direct Impacts Mangrove (acres)	Polygon Secondary Impacts (acres)	Polygon	Polygon	Polygon	Polygon
1. Fish & Wildlife Functions *Apply to freshwater, saltwater, brackish and mitigation systems*			*1.25*	*0.2*				
a. Waterfowl, wading birds, wetland dependent, or aquatic birds of prey. (Mit. Bank - High specie count w/ low pop. #'s score 1	7 or more species commonly observed	3						
	3-6 species commonly observed	2						
	1-2 species commonly observed	1						
	0 species commonly observed	0	2	2				
b. Fish (Mit. Bank - High specie count w/ low pop. #'s score 1 Restoration that causes 12% pop. Increases-higher score)	7 or more species commonly observed	3						
	3-6 species commonly observed	2						
	1-2 species commonly observed	1						
	0 species commonly observed	0	2	3				
c. Mammals (Mit. Bank - High specie count w/ low pop. #'s score 1 Restoration that causes 12% pop. Increases-higher score)	Top predator (carnivore) &/or large mammals	3						
	Medium sized mammals , (adult weight > 6 ibs.)	2						
	Small animals (rodents, etc.) , (adult weight < 6 lbs.)	1						
	0 species present	0	1	1				
d. Aquatic macroinvertebrates, amphibians (Mit. Bank - High specie count w/ low pop. #'s score 1 Restoration that causes 12% pop. Increases-higher score)	7 or more species commonly observed	3						
	3-6 species commonly observed	2						
	1-2 species commonly observed	1						
	0 species commonly observed	0	2	3				
e. Aquatic reptiles (Mit. Bank - High specie count w/ low pop. #'s score 1 Restoration that causes 12% pop. Increases-higher score)	Large species observed	3						
	Aquatic turtles	2						
	Snakes & lizards	1						
	No evidence of species present	0	1	1				

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Revised:

Parameter/ Function	Scoring Criteria	Ratings	Polygon Direct Impacts Mangrove (acres)	Polygon Secondary Impacts (acres)	Polygon	Polygon	Polygon	Polygon
2. Vegetative Functions *Apply to freshwater, saltwater, brackish and mitigation systems*			***Mangrove***	***Secondary***				
a. Overstory/shrub canopy	Desirable trees/shrub healthy & providing appropriate habitat (seedlings present) & no inappropriate species	3						
	Desirable trees/shrubs exhibit signs of stress (no seedlings) few inappropriate species present	2						
	Inappropriate trees/shrubs shading or overcoming desirable tree/shrubs	1						
	Very little or no desirable tree/shrubs present (evidence suggests there should be)	0	3	3				
b. Vegetative ground cover	Assessment area exhibits <2% inappropriate herbaceous ground cover for specific wetland systems and groundcover is present	3						
	Assessment area contains >2% but <30% inappropriate herbaceous groundcover, or lack of groundcover >2% but < 30%	2						
	Assessment area contains >30% to <70% inappropriate herbaceous groundcover, or lack of ground cover >30% to <70%	1						
	Assessment area >70% inappropriate herbaceous groundcover or lack of groundcover >70%	0	3	3				
c. Periphyton mat coverage	Periphyton (Blue-green algae) present with average mat thickness >1 1/4 in. (measure active & dead layer)	3						
	Periphyton (Blue-green algae) present with average mat thickness between 3/4 in. to 1 1/4 in. (active & dead layer)	2						
	Periphyton (Blue-green algae) present with average mat thickness between 1/4 in. to 3/4 in. (active & dead layer)	1						
	Periphyton (Blue-green algae) not present or if pressent with average thickness of 0.0 to 1/4 in. (active & dead layer)	0	0	0				
d. Category 1 and Category 2 exotic plants or (non-native) species	< (or = to) 1 % exotic plant cover	3						
	>1 % to 10 % exotic plant cover	2						
	>10 % to 65 % exotic plant cover	1						
	> 65 % exotic plant cover	0	3	3				
e. Habitat diversity (vegetative) *(within assessment area)*	>3 native species communities on site within assesssment area	3						
	2 or 3 native specie communities on site within assessment area	2						
	1 native species community with 75 % to 90 % coverage within assessment area	1						
	1 native species community has > 90 % coverage within assessment area	0	1	1				
f. Biological diversity within 3000 feet *(approximately 1/2 mile from edge of assessment area)*	> 3 alternative habitats available (including upland)	3						
	2 to 3 alternative habitats	2						
	1 alternative habitat	1						
	Same habitat type, or inappropriate / impacted	0	2	2				

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Parameter/ Function	Scoring Criteria	Ratings	Polygon Direct Impacts Mangrove (acres)	Polygon Secondary Impacts (acres)	Polygon	Polygon	Polygon	Polygon
3. Hydrologic Functions			*Mangrove*	*Secondary*				
a. Surface water hydrology / sheet flow *Apply to freshwater, saltwater, brackish and mitigation systems*	Major connection *(Flowing water/ river or floodplain/ uniform flow through natural systems)*	3						
	Moderate connection *(Natural restriction of flow or Flowing water due to hydrologic engineering)*	2						
	Minor connection *(Runoff collection point, or uneven flow due to berms, ditches, roadways etc,)*	1						
	Hydrologically isolated, no net lateral movement	0	3	3				
b. Hydroperiod (normal year) fresh systems	> 8 months inundated with no reversals & every year drydown	3						
	>5 months < 8 months or >5 years continuous inundation (look for strong water stains on persistent vegetation)	2						
	>1 month < 5 months, with possible reversals (look for soft or less distinct water stains on persistent vegetation)	1						
	< 4 weeks cumulative annual inundation or < 2 weeks continuous inundation	0						
b-1 Alternate to b. for Short Hydroperiod (normal year) fresh systems:	>10 weeks of continuous inundation including soil saturation	3						
	> 6 weeks but <10 weeks of continuous inundation including soil saturation	2						
	>2 weeks but <6 weeks of inudation, including soil saturation	1						
	<2 weeks of continuos inundation	0						
b-2 Alternate to b. for Saltwater, brackish (tidal) systems	Inundated by >90% high tides							
	Inundated by "spring" high tides (bi-monthly)	2						
	Inundated by "extreme high" tides only (biannually)	1						
	Inundated by storm surges only	0	3	3				
b-3 Alternate to b. for High Marsh (Juncus-Distichlis)	Inundated by high "spring" tides (monthly) and flushed by fresh water sheetflow every 10 days average	3						
	Inundated by high "spring" tides (monthly) and flushed by fresh water sheetflow every 30 days on the average	2						
	Inundated by high "spring" tides (monthly) and exposed to rain only	1						
	Inundated by >50% high tides and exposed to rain only	0						
b-4 Alternate to b. for Riverine systems	Inundated by high tides (daily) and/or recieves and maintains fresh water at least into first half of dry season	3						
	Inundated by high tides (daily) and/or recieves and maintains fresh water during rainy season only	2						
	Inundated by high tides (daily) and/or recieves fresh water but does not maintain (reversal) during rainy season	1						
	Inundated by spring tides (bi-monthly) and/or experiences frequent reversals of fresh water (flashy)	0						

Mitigation Bank Wetland Function Evaluation Matrix

Project: Dania Beach Parcel

W.A.T.E.R. - Wetland Assessment Technique for Environmental Reviews
Based on WBI, WQI, WRAP, HGM and 4th Priority Project List (PPL) with technical advise from
EPA, FDEP, ACOE, NMFS, USF & W, SFWMD & Dade County

Reviewer: Goldasich
Date: April / May 2016
Revised:

Parameter/ Function	Scoring Criteria	Ratings	Polygon Direct Impacts Mangrove (acres)	Polygon Secondary Impacts (acres)	Polygon	Polygon	Polygon	Polygon
3. Hydrologic Functions continued			*Mangrove*	*Secondary*				
c. Hydropattern (fresh system)	>1 ft. water depth for at least 2.5 months and <6 in. for >1 month (measure water mark/ lichen line), or water depth ideal for specific wetland system.	3						
	>6 in to 1 ft. for at least 2.5 months (measure water mark/ lichen line) or water depth borderline over or under for specific wetland system	2						
	<6 in. for at least 2.5 months (measure water mark/ lichen line) or water depth incorrect for specific wetland system	1						
	<6 in. in association with either canals, ditches, swales, culverts, pumps, and/or wellfields, or these factors cause water depth to be too deep for specific system.	0						0
c-1 Alternate to c. for Saltwater, brackish (tidal) systems	>1 ft. water depth <2 ft. on 90% high tides	3						
	> 6 in. water depth <1 ft. on >50% high tides	2						
	< 6 in. water depth , but > than saturated	1						
	Saturated by saline water table only	0	2	3				
c-2 Alternate to c. for High Marsh (Juncus-Distichlis)	>10 in. water depth <2 ft. on regular basis during growing season	3						
	>5 in. to 10in. water depth on regular basis during growing season	2						
	>1 in. to 5 in. water depth on regular basis during growing season	1						
	>0.0 in. to 1 in. water depth sporadically during growing season	0						
c-3 Alternate to c. for Riverine systems	>2 ft. water depth (main channel) <6 ft. for 8 months	3						
	>2 ft. water depth (main channel) <4 ft. for 6 months	2						
	>1 ft. water depth (main channel) <2.5 ft. for 4 months	1						
	<1 ft. water depth, but dry for >4 weeks (dry season)	0						

Mitigation Bank Wetland Function Evaluation Matrix

Project: Dania Beach Parcel

W.A.T.E.R. - Wetland Assessment Technique for Environmental Reviews
Based on WBI, WQI, WRAP, HGM and 4th Priority Project List (PPL) with technical advise from
EPA, FDEP, ACOE, NMFS, USF & W, SFWMD & Dade County

Reviewer: Goldasich
Date: April / May 2016
Revised:

Parameter/ Function	Scoring Criteria	Ratings	Polygon Direct Impacts Mangrove (acres)	Polygon Secondary Impacts (acres)	Polygon	Polygon	Polygon	Polygon
3. Hydrologic Functions continued			*Mangrove*	*Secondary*				
d. Water Quality	No indication of poor water quality (lab testing required, all values within acceptable range)	3						
	No visual indicators of poor water quality observed (1 value just over or under acceptable range)	2						
	Visual indicators of poor water quality questionable (2 values over or under acceptable range)	1						
	Visual indicators of poor water quailty observed or lab verified (values are out of acceptable range)	0	2	3				
e. Intactness of historic topography (soil disturbance)	Unaltered	3						
	Slightly altered soil disturbance, < 10% of assessment area	2						
	Moderately altered soil disturbance, < 25% of assessment area	1						
	Extremely altered soil disturbance, may exceed 50% of assessment area	0	2	3				
f. Soils, organic (fresh systems)	Organic soil classified hydric soil >12 in. or any thickness over bedrock/caprock with perched water table and either condition covering >90% of surface area	3						
	Organic soil classified hydric soil >6 in. but <12 in. and covering >90% of surface area	2						
	Organic soil classified hydric soil >1 in. but <6 in. and covering >50% but <90% of surface area	1						
	Organic soil classified non-hydric soil <1 in. for >50% of surface area	0						
f-1 Alternate to f. for *Freshwater, saltwater systems*	Sandy soil classified hydric soil with distinct mottling and concretions present in greater than 40% of horizon.	3						
	Sandy soil classified hydric soil with mottling and concretions present in > 20% but < 40% of horizon.	2						
	Sandy soil classified hydric soil with light or sparse mottling and concretions < 2 mm diameter or < 20% of horizon.	1						
	Sandy soil exhibits strong evidence of disturbance or mechanical manipulations or is fill material.	0						
f-2 Alternate to f. for *Freshwater, saltwater, brackish (tidal) systems*	Calcareous loam >12 in. and >90 % of surface area	3						
	Calcareous loam >6 in. to <12 in. and >90% of surface area	2						
	Calcareous loam >1 in. to <6 in. and covering >50% but <90% of surface area	1						
	Calcareous loam <1 in. for >50% of surface area	0	3	3				

Mitigation Bank Wetland Function Evaluation Matrix

Project: Dania Beach Parcel

W.A.T.E.R. - Wetland Assessment Technique for Environmental Reviews

Based on WBI, WQI, WRAP, HGM and 4th Priority Project List (PPL) with technical advise from EPA, FDEP, ACOE, NMFS, USF & W, SFWMD & Dade County

Reviewer: Goldasich
Date: April / May 2016
Revised:

Parameter/ Function	Scoring Criteria	Ratings	Polygon Direct Impacts Mangrove (acres)	Polygon Secondary Impacts (acres)	Polygon	Polygon	Polygon	Polygon
4. Salinity Parameters *Apply to freshwater, saltwater, brackish, hypersaline and mitigation systems* - ***Choose 1***								
a. Optimum salinity for fresh systems during growing season based on mean high salinity for a normal year. *Apply to freshwater systems within 5 miles of the coast*	<2 parts per thousand (ppt)	3						
	2 to 3 parts per thousand (ppt)	2						
	4 to 5 parts per thousand (ppt)	1						
	>5 parts per thousand (ppt)	0						
a-1. Alternate to a. Optimum salinity for brackish systems during growing season based on mean high salinity for a normal year. *Apply to brackish (tidal) systems only*	6 to 8 parts per thousand (ppt)	3						
	9 to 13 parts per thousand (ppt)	2						
	14 to 16 parts per thousand (ppt)	1						
	>16 parts per thousand (ppt)	0	1	1				
a-2. Alternate to a. Optimum salinity for saline systems during growing season based on mean high salinity for a normal year. *Apply to saline marsh (tidal) systems only*	17 to 19 parts per thousand (ppt)	3						
	20 to 22 parts per thousand (ppt)	2						
	23 to 25 parts per thousand (ppt)	1						
	>25 parts per thousand (ppt)	0						
a-3. Alternate to a. Optimum salinity for hypersaline systems during growing season based on mean high salinity for a normal year. *Apply to hypersaline (tidal) systems only*	26 to 41 parts per thousand (ppt)	3						
	42 to 46 parts per thousand (ppt)	2						
	47 to 51 parts per thousand (ppt)	1						
	>51 parts per thousand (ppt)	0						
a-4 Alternate to a. Optimum salinity for riverine/tidal creek system during growing season based on mean high slainity for a normal year. *Apply to riverine systems only*	bottom (lower) third between 12 to 25 ppt middle third between 5 to 11 ppt. upper (top) third betweem 0 to 4 ppt.	3						
	bottom (lower) third between 25 to 32 ppt middle third between 6 to 24 ppt. upper (top) third betweem 0 to 5 ppt.	2						
	bottom (lower) third between 30 to 40 ppt middle third between 8 to 29 ppt. upper (top) third betweem 0 to 7 ppt.	1						
	bottom (lower) third between 35 to 50 ppt middle third between 10 to 34 ppt. upper (top) third betweem 0 to 9 ppt.	0						
	Cumulative Score (SC)		36.00	41.00	0.00	0.00		
	Maximum Possible Score (MPS)		48.00	48.00	48.00	48.00		
	W.A.T.E.R. = Cumulative Score/Maximum Possible Score		0.75	0.85	0.00	0.00		

W.A.T.E.R. created by: J. Goldasich, PWS

Credits Required (Mangrove Direct) = Acres Impact * WATER	0.94			
Credits Required (Mangrove Secondary) = Acres Impact * WATER		0.17		
Credits Required = (SUM*1.03HSI) - FU Elsewhere = Remaining		1.14	0.000	**1.31**

Mail Processing Center
Federal Aviation Administration
Southwest Regional Office
Obstruction Evaluation Group
10101 Hillwood Parkway
Fort Worth, TX 76177

Aeronautical Study No.
2020-ASO-14918-OE

Issued Date: 01/29/2022

Robert Leclair
Leclair Group
1881 ne 26th St
#218
Fort Lauderdale, FL 33305

**** Extension ****

A Determination was issued by the Federal Aviation Administration (FAA) concerning:

Structure:	Building Parkview Place
Location:	Dania Beach, FL
Latitude:	26-03-12.18N NAD 83
Longitude:	80-07-44.26W
Heights:	8 feet site elevation (SE)
	175 feet above ground level (AGL)
	183 feet above mean sea level (AMSL)

In response to your request for an extension of the effective period of the determination, the FAA has reviewed the aeronautical study in light of current aeronautical operations in the area of the structure and finds that no significant aeronautical changes have occurred which would alter the determination issued for this structure.

Accordingly, pursuant to the authority delegated to me, the effective period of the determination issued under the above cited aeronautical study number is hereby extended and will expire on 07/29/2023 unless otherwise extended, revised, or terminated by this office. You must adhere to all conditions identified in the original determination.

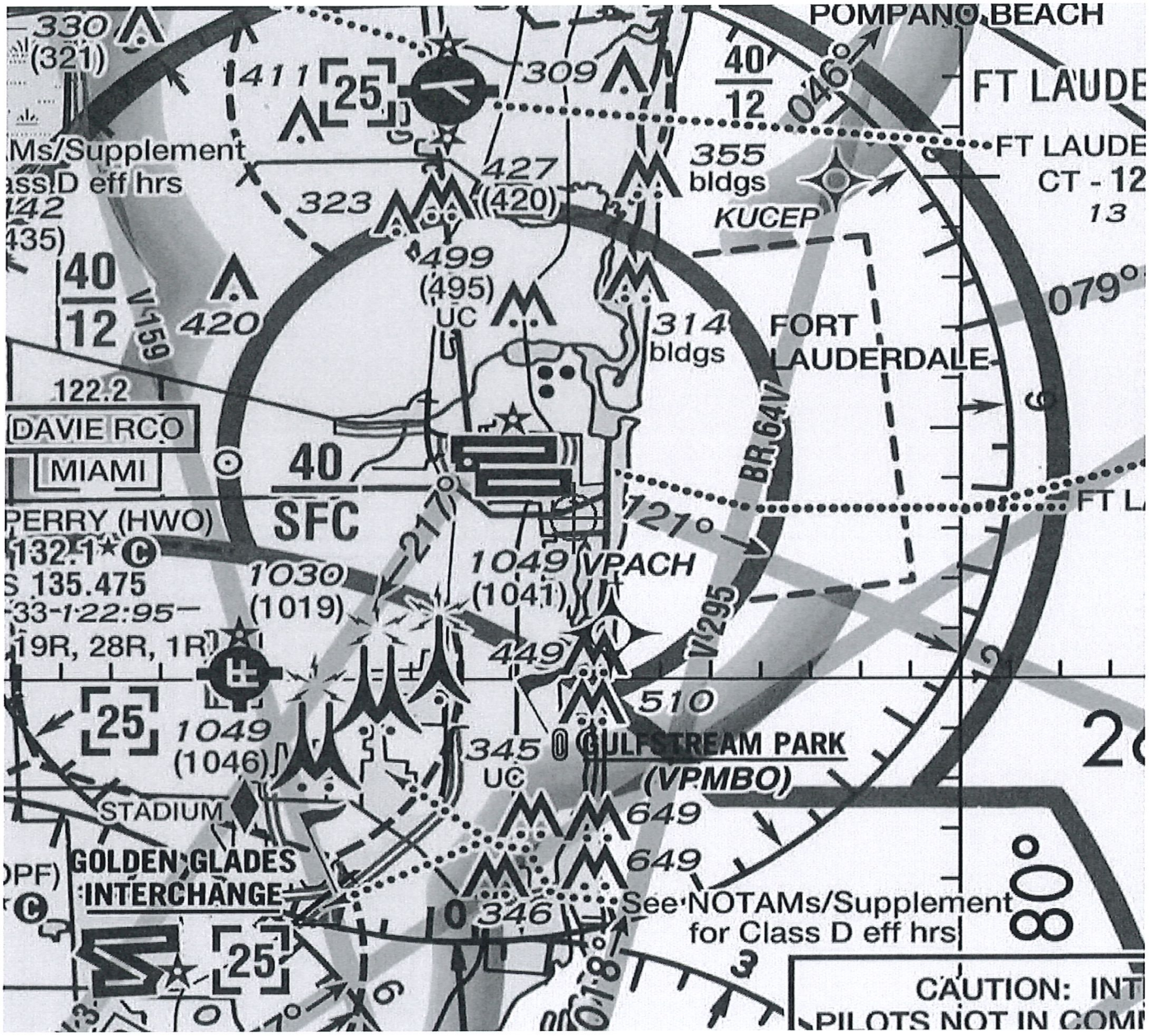
This extension issued in accordance with 49 U.S.C., Section 44718 and, if applicable, Title 14 of the Code of Federal Regulations, part 77, concerns the effect of the structure on the safe and efficient use of navigable airspace by aircraft and does not relieve the sponsor of compliance responsibilities relating to any law, ordinance, or regulation of any Federal, State, or local government body.

If we can be of further assistance, please contact our office at (404) 305-6462, or mike.blaich@faa.gov. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2020-ASO-14918-OE.

Signature Control No: 440797814-509855667 (EXT)
Michael Blaich
Specialist

Attachment(s)
Map(s)

TOPO Map for ASN 2020-ASO-14918-OE


POMPANO BEACH
FT LAUDE
FT LAUDE
CT - 12
13
Ms/Supplement
ass D eff hrs
355
bldgs
KUCEP
427
(420)
323
499
(495)
UC
314
bldgs
FORT
LAUDERDALE
079°
40
12
420
V159
122.2
DAVIE RCO
MIAMI
40
SFC
PERRY (HWO)
132.1
S 135.475
33-122:95-
19R, 28R, 1R
217°
1030
(1019)
1049
(1041)
VPACH
121°
BR 64V
V295
449
510
25
1049
(1046)
345
UC
GULFSTREAM PARK
(VPMBO)
649
649
STADIUM
GOLDEN GLADES
INTERCHANGE
346
See NOTAMs/Supplement
for Class D eff hrs
80°
CAUTION: INT
PILOTS NOT IN COM

GGB Engineering, Inc.
2699 Stirling Road, Suite C-202
Fort Lauderdale, Florida 33312
Ph: (954) 986-9899 • Fax: (954) 986-6655
e-mail: gary@ggbeng.com

September 27, 2022

Broward Sheriff's Office
Department of Fire Rescue & Emergency Services
Fire Marshall Office
City of Dania Beach
103 West Dania Beach Blvd
Dania Beach, Florida 33004

DRC Reviews

Subject: Parkview Apartments
Dania Beach, Florida
Watermain installation Agreement

Dear Mr. Zipoli:

Pursuant to our conversation regarding water supply and fire protection to the proposed Parkview Apartment project, please accept this letter as confirmation of our commitment to provide the required flow as outlined within Tier 1 comments, prior to start of vertical construction.

The proposed watermain system (extension of a 12'' watermain from Gulfstream Road to the east property line along Dania Beach Blvd to serve the proposed Parkview Apartment project. The watermain extension also includes an 8'' watermain that will be looped through the site including installation of fire hydrants that will be tested to verify required flow is available, certified, and cleared for use, prior to the commencement of any vertical construction associated with the proposed building.

If you have any questions, or require further information, please feel free to contact my office.

Sincerely yours,

GARY GABRIEL BLOOM * LICENSE No. 19882 * STATE OF FLORIDA * PROFESSIONAL ENGINEER

Gary G. Bloom P.E.
President
GGB Engineering, Inc.

DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

EMPLOYEE HOME-BASED WORK AGREEMENT

The following constitutes an agreement on the terms and conditions of telework between:

Employee's name: Joyce McPhee ("employee")

Supervisor's name: Claudia Viviana Batista ("supervisor")

The employee has read and agrees to adhere to the City's Telework Policy, a copy of which is attached. The supervisor concurs with the employee's participation in telework as outlined by the terms of this agreement.

1. Telework Schedule (list hours of work for each day)

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
☐	☑	☑	☑	☑	☑	☐

The employee agrees to remain accessible during designated work hours and understands that management retains the right to modify this agreement on a temporary basis as a result of business necessity.

2. Telework Location

Employee agrees to limit telework to the approved telework location. The telework location is (indicate either home or telework center, and full street address with city, county, state, and zip code):

Location designation and address:	7500 Shalimar Street, Miramar, FL

3. Attendance and Leave

Existing policies and procedures on leave, time, and attendance still apply. Non-Exempt employees are required to clock-in while working from home using Executime Timekeeping system.

4. **Telework During Events or Weather Emergencies**
When non-essential employees are not required to report to work due to an emergency event, inclement weather, or other similar circumstances (e.g., flood, fire, or loss of electricity or other services), the employee:

- (●) is required;
- ( ) is not required;

to telework. If the employee is required to telework and it is not possible to telework due to loss of power or internet connectivity, the employee shall contact their immediate supervisor. The supervisor may require the employee to report on-site or authorize an excused absence.

5. **Travel and Relocation**
If the employee is required to travel to and from the City (e.g., to attend a required meeting or training), the employee shall not receive reimbursement for travel costs. In no event shall the employee receive any relocation expenses.

6. **Equipment, Supplies, and/or Services Provided by the City**
The following City-owned equipment, supplies, and/or services are provided by the City for the employee's use while teleworking:

- [✓] personal computer/laptop
- [ ] printer
- [ ] USB modem internet card (e.g., 4G SIM card)
- [ ] supplies (e.g., paper, pens, toner/ink)
- [ ] other:

The employee shall be responsible for all operating costs, home maintenance, and/or other costs (e.g. utilities and internet connectivity) that are associated with the use of the employee's residence as the telework site.

7. **Equipment and Services Provided by the Employee**
The following employee-owned equipment and/or services are used by the employee while teleworking:

- [✓] All office furniture
- [ ] personal computer/laptop
- [✓] land line telephone or cell phone equipment and service
- [✓] printer
- [✓] internet connectivity (cable) service

☑ electricity

☑ Surge protector

☐ other:

Employee shall be responsible for all costs related to all employee provided equipment and services.

8. Information Technology (IT) Security

The City's IT manager has an inventory of any City-owned IT equipment provided for an employee's use at the telework site. Policies and procedures covering the care and maintenance of City-issued equipment, the security of equipment, and the protection of City records and data from unauthorized disclosure or damage shall be strictly applied. The employee certifies that the employee understands the requirements and restrictions. Further, the employee agrees:

1. Employee will protect City records and data from unauthorized disclosure or damage. The employee is responsible to adhere to all public records maintenance requirements whether the employee is using a City-issued or a personal computer;

2. The City maintains ownership of its records, data, and any hardware or software the City provides for use by employee;

3. Employee agrees to immediately report any unauthorized access to City records or data;

4. Up-to-date antivirus software has been installed on the computer at the telework site (including procedures for when and how to update virus signatures) by the IT staff, or by the employee if an employee-owned computer is used for teleworking; and

5. The City will not be liable for damages to employee's personal or real property during telework.

9. Safety

Employee is required to maintain a safe workspace. Those requirements include, but are not limited to:

1. The requirement to keep the work area with adequate temperature, ventilation, and lighting;

2. The requirement to keep all ingress and egress areas of the telework worksite free of obstructions;

3. The requirement to keep the telework worksite space free of noise hazards;

4. The requirement to have handrails for stairs at telework worksites;

5. The requirement to have an appropriate and labeled circuit breakers and/or fuses at the telework worksite;

6. The requirement to have grounded electrical equipment free of recognized hazards (e.g., frayed, loose or exposed wires);

7. The requirement to have a surge protector installed and utilized for electronic equipment at the telework site;

8. The requirement to have telephone lines, electrical cords, cables, and extension wires secured under

a desk or alongside a baseboard;

9. The requirement to keep the telework site space free of excessive amounts of combustibles; and

10. The requirement to keep carpets secured to the floor and free of worn or frayed seams;

11. The requirement to ensure a safe work station by having:

    - satisfactory placement of the monitor and keyboard;
    - enough leg room at the desk; and
    - an adjustable chair with adequate support.

Employee agrees to permit inspections of telework site during official work hours to ensure proper maintenance of the City-owned property and work site conformance with safety standards.

10. Cell phone policy

All employees are responsible for the terms and conditions outlined in the cell phone policy as stated in either the Personnel Policy Manual (PPM) or the AFSCME policy sign-off. While assigned to telework, I will be given the benefit of:

(◉) Cell Phone Stipend ( ) City Cell Phone ( ) Neither

11. Accident or Injury

Any job-related accident or injury occurring to the employee at the telework site while the employee is working must be brought to the immediate attention of the supervisor. Because a job-related accident sustained by an employee while teleworking will occur outside the premises of the City, the supervisor must investigate any report immediately following notification.

12. Either management or the employee may terminate participation in telework at any time.

If either party terminates this telework agreement for any reason, e.g., for operational reasons or performance, the employee is required to report to work at their assigned department. Failure of the employee to report to work shall subject the employee to discipline, up to and including termination.

_____ _____

Employee Signature Date

_____ _____

Director Approval/Signature Date

_____ _____

CHRO Approval/Signature Date

_____ _____

City Manager/DCM or CRA Executive Director Date

Dania Beach Apartments

East Dania Beach Boulevard
Dania Beach, Florida 33004

prepared for:
Related Group

traffic study

TRAFTECH ENGINEERING, INC.

March 2020

Revised September 2022

TRAFTECH
ENGINEERING, INC.

September 23, 2022

Mr. Andrew Petrsoric
Project Manager
RELATED
2850 Tigertail Avenue, Suite 800
Miami, Florida 33133

Re: Dania Beach Apartments – Traffic Engineering Evaluation

Traf Tech Engineering, Inc. conducted a traffic impact evaluation associated with the proposed residential development planned to be located on the north side of East Dania Beach Boulevard approximately 700 feet east of Gulfstream Road in the City of Dania Beach, Broward County, Florida. This traffic impact statement addresses trip generation, projected driveway volumes, the traffic impacts on E. Dania Beach Boulevard and evaluation of the future operation of the proposed access driveway on State Road A1A (E. Dania Beach Boulevard).

Trip Generation

A trip generation analysis was performed using the trip generation equations published in the Institute of Transportation Engineer's (ITE) *Trip Generation Manual (10th Edition)*. The trip generation analysis was undertaken for daily, AM peak hour, and PM peak hour conditions. The analysis was based on the following assumptions:

PROPOSED LAND USES

- 355 high-rise residential units (14 stories) – refer to site plan contained in Attachment A

According to ITE's *Trip Generation Manual (10th Edition)*, the trip generation equations used for the proposed land uses are:

Multifamily High-Rise (ITE Land Use 222)

Daily Trips

T = 4.45 (X)
Where T = average daily vehicle trip ends and X = number of units

AM Peak Hour

T = 0.31 (X) with 24% inbound and 76% outbound
Where T = AM peak hour trip ends and X = number of units

PM Peak Hour

T = 0.36 (X) with 61% inbound and 39% outbound

Where T = PM peak hour trip ends and X = number of units

Using the above-listed trip generation equations from the ITE document, a trip generation analysis was undertaken for the proposed residential development. The results of this effort are documented in Table 1. As indicated in Table 1, the Dania Beach Apartment project is anticipated to generate approximately 1,580 daily trips, approximately 110 AM peak hour trips (26 inbound and 84 outbound) and approximately 128 PM peak hour trips (78 inbound and 50 outbound).

TABLE 1
Trip Generation Summary
Dania Beach Apartments

			AM Peak Hour			PM Peak Hour		
Land Use	**Size**	**Daily Trips**	**Total Trips**	**Inbound**	**Outbound**	**Total Trips**	**Inbound**	**Outbound**
MF High Rise (LUC 222)	355	1,580	110	26	84	128	78	50
External Trips	**355**	**1,580**	**110**	**26**	**84**	**128**	**78**	**50**

Source: ITE Trip Generation Manual (10th Edition)

Trip Distribution and Driveway Assignment

The trip distribution and traffic assignment for the proposed project was based on knowledge of the study area, examination of the surrounding roadway network characteristics, review of current traffic volumes, and existing land use patterns. The trip distribution assumed for the Dania Beach Apartments development is summarized below:

- 20% to and from the east via East Dania Beach Boulevard
- 80% to and from the west via East Dania Beach Boulevard

Figure 1 shows the peak hour traffic assignment for the project on the nearby roadways and Figure 2 depicts the projected driveway volumes.

Roadway Impacts

Arterial analyses were undertaken to document the existing and projected operating conditions of East Dania Beach Boulevard. As presented in Tables 2 and 3, during the morning and afternoon peak hours, East Dania Beach Boulevard has adequate capacity to absorb the peak traffic impacts created by the proposed Dania Beach Apartment project.

Level of Service Analysis and Turn Lane Needs

Level of service were undertaken at the following three locations:

1) Intersection of Gulfstream Park and East Dania Beach Boulevard – Recent traffic counts were collected at this intersection. The results of the traffic counts are contained in Attachment B.

2) East Dania Beach Boulevard and Project Driveway – For this future driveway, only total conditions with project was evaluated since the project does not presently exist.

3) East Dania Beach Boulevard and Median Opening East of Project Site – At this location, only two movement conflict with each other; eastbound U-turns and the westbound through movement. The subject U-turn currently does not serve any land uses and therefore, the amount of traffic that may be using this U-turn lane is considered negligible, Hence, only future conditions analysis with project trips was evaluated at this location.

For the future traffic volumes, two sets of future traffic volumes were developed for the level of service analyses. The first set includes project buildout conditions without the residential project and the second set adds the new trips anticipated to be generated by the Dania Beach Apartment project.

In order to develop year 2022 traffic volumes (project anticipated to be built and occupied by the year 2022), without the residential project, two separate analyses were undertaken. The first analysis converts the existing traffic counts (refer to Attachment B) obtained from recent traffic counts to average peak season conditions. Based on FDOT's Peak Season Factor Category report, an adjustment factor (1.20) is required to convert traffic counts collected during the months of June to average peak season conditions (refer to Attachment C). The second analysis includes a growth factor to project 2022 peak season traffic counts to the year 2025. In reviewing nearby traffic count stations, the traffic count station located near the site with an annual growth factor a 3.51% was used (refer to Attachment C). Additionally, trips associated with two approved developments (Tru Hilton and Trion at Dania Beach) were added to the future traffic conditions. The committed developments are found in Attachment D.

The future traffic calculations (peak season adjustments, traffic growth, committed developments and the traffic associated with the proposed residential development for the main project driveway are contained in Attachment E in tabular format. The new trips generated by the project (refer to Figure 2) were added to the 2022 background traffic to develop total traffic conditions.

Intersection capacity/level of service analyses were conducted for the intersection of East Dania Beach Boulevard and Gulfstream Road, the main project driveway, and the median opening located east of the site. The analyses were undertaken following the capacity/level of service procedures outlined in the Highway Capacity Manual (HCM) using the SYNCHRO software. The results of the capacity analyses indicate that:

- The intersection of Gulfstream Road and East Hallandale Beach Boulevard is operating as follows:
  - EB Left-turn (LOS "A/B", "A/B" and "B/C" during the AM/PM peak for existing, background and total traffic conditions)
  - WB U-turn (LOS "A/A", "A/B" and "A/B" during the AM/PM peak for existing, background and total traffic conditions)
  - SB Approach (LOS "C", "D" and "F" during the AM peak for existing, background and total traffic conditions)
  - SB Approach (LOS "F", "F" and "F" during the PM peak for existing, background and total traffic conditions).

- The main access driveway is projected to operate at level of service "B" during the morning peak hour and level of service "C" during the afternoon peak hour.

- The intersection of East Hallandale Beach Boulevard and the median opening located east of the project site is projected to operate as follows:
  - EB U-turn (LOS "A" during AM peak hour and LOS "B" during the PM peak hour for future conditions) with minimal queueing (1 veh)

The SYNCHRO analyses are presented in Attachment F.

As summarized above, the main project driveway is projected to operate adequately during both peak periods. Additionally, based on a meeting held with the FDOT, a westbound right-turn lane is required for this project and is reflected in the site plan and in the driveway analyses.

Please give me a call if you have any questions.

Sincerely,

TRAF TECH ENGINEERING, INC.

Joaquin E. Vargas, P.E.
Senior Transportation Engineer

Traf Tech
ENGINEERING, INC.

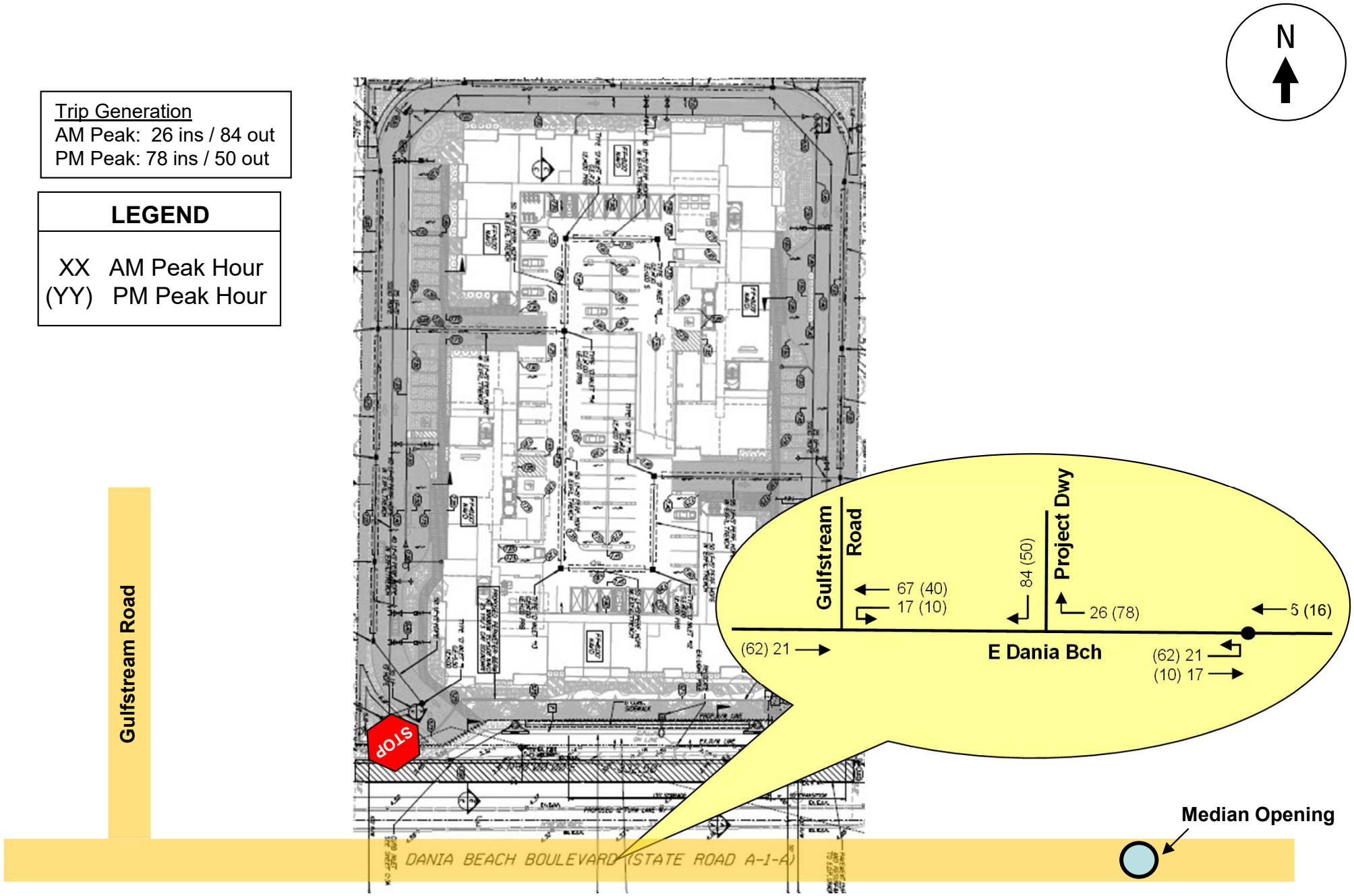
Project Location and Traffic Impacts

FIGURE 1
Dania Beach Apartments
Broward County, Florida

Trip Generation
AM Peak: 26 ins / 84 out
PM Peak: 78 ins / 50 out

LEGEND

XX AM Peak Hour
(YY) PM Peak Hour



Traf Tech
ENGINEERING, INC.

Driveway Traffic Assignment

FIGURE 2
Dania Beach Apartments
Broward County, Florida

TABLE 2
Roadway Capacity Analysis - AM Peak Hour
Dania Beach Apartments

Roadway	From	To	Number of Lanes	Roadway Capacity	2022 Traffic Volume	2025 Traffic Growth	Committed Developments	DB Apartments Trips	Total Traffic	Reserved Trips
E. Dania Beach Boulevard										
	US 1	Gulfstream Rd	4	3,580	1,394	1,546	36	88	1,670	1,910
	Gulfstream Rd	Site	4	3,580	1,333	1,478	36	88	1,602	1,978
	Site	ICWW	4	3,580	1,333	1,478	36	22	1,536	2,044

SOURCE: FDOT and Traf Tech Engineering, Inc.

TABLE 3
Roadway Capacity Analysis - PM Peak Hour
Dania Beach Apartments

Roadway	From	To	Number of Lanes	Roadway Capacity	2022 Traffic Volume	2025 Traffic Growth	Committed Developments	DB Apartments Trips	Total Traffic	Reserved Trips
E. Dania Beach Boulevard										
	US 1	Gulfstream Rd	4	3,580	2,113	2,343	55	102	2,500	1,080
	Gulfstream Rd	Site	4	3,580	1,957	2,170	55	102	2,327	1,253
	Site	ICWW	4	3,580	1,957	2,170	55	26	2,251	1,329

SOURCE: FDOT and Traf Tech Engineering, Inc.

ATTACHMENT A

Site Plan for Dania Beach Apartments

PAVING & DRAINAGE LEGEND

R.E.	RIM ELEVATION
G.E.	GRATE ELEVATION
I.E.	INVERT ELEVATION
— — — —	RIDGE LINE
~~►	DIRECTION OF OVERLAND FLOW
150' @ 0.5%	PAVEMENT SLOPE
P.R.B.	POLLUTION RETARDANT BASIN
F.F.= 10.00	FINISHED FLOOR ELEVATION
.....	EXISTING OR FUTURE UTILITIES
CATCH BASIN R.E.= I.E.=	STRUCTURE DESIGNATION
100 L.F./ 15"	LENGTH, SIZE OF STORM DRAIN
7.50	EXISTING GRADE
(8.50)	PROPOSED GRADE
	25 YR./3 DAY BOUNDARY AT MINIMUM EL.=5.08' NAVD

SECTION "G-G"
N.T.S.

SECTION "F-F"
N.T.S.

SECTION "A-A"
N.T.S.

SECTION "B-B"
N.T.S.

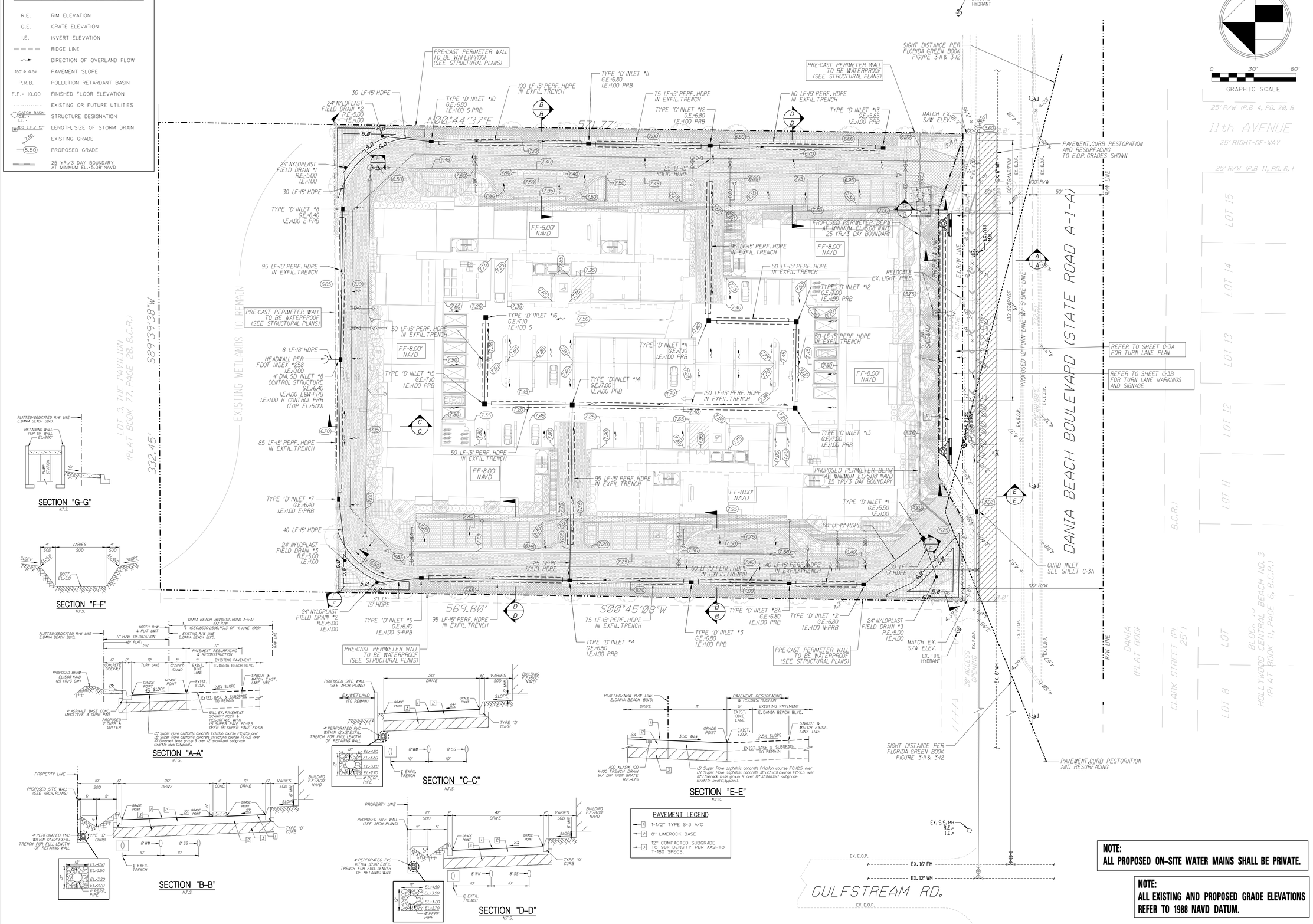
SECTION "C-C"
N.T.S.

SECTION "D-D"
N.T.S.

SECTION "E-E"
N.T.S.

PAVEMENT LEGEND

1. 1-1/2" TYPE S-3 A/C
2. 8" LIMEROCK BASE
3. 12" COMPACTED SUBGRADE TO 98% DENSITY PER AASHTO T-180 SPECS.



NOTE:
ALL PROPOSED ON-SITE WATER MAINS SHALL BE PRIVATE.

NOTE:
ALL EXISTING AND PROPOSED GRADE ELEVATIONS REFER TO 1988 NAVD DATUM.

REVISIONS:
1. 2. 3. 4. 5. 6. 7. 8.

CLIENT:
Related Group
2850 Tigertail Avenue, 8th floor
Miami, Fl 33133

PROJECT:
Parkview Place
DANIA BEACH FLORIDA

TASK:
PAVING, GRADING AND DRAINAGE PLAN

GGB Engineering, Inc.
CIVIL AND FORENSIC ENGINEERS • LAND PLANNERS
CONSTRUCTION MANAGERS
FLORIDA REGISTRATION No. 6118
2699 Stirling Road, Suite C-202
Fort Lauderdale, Florida 33312
Phone: (954) 986-9899
Fax: (954) 986-9595

DATE:	SCALE:
July 2022	1" = 30'
DESIGNED BY: G.G.B.	DRAWN BY: M.M.
PROJECT NO. 21-1027	
SHEET C-2	

GARY G. BLOOM, P.E.
FLA. LIC. No. 19852
NOT VALID UNLESS SIGNED AND SEALED BY ENGINEER

ATTACHMENT B

Traffic Counts

Traf Tech Engineering Inc.

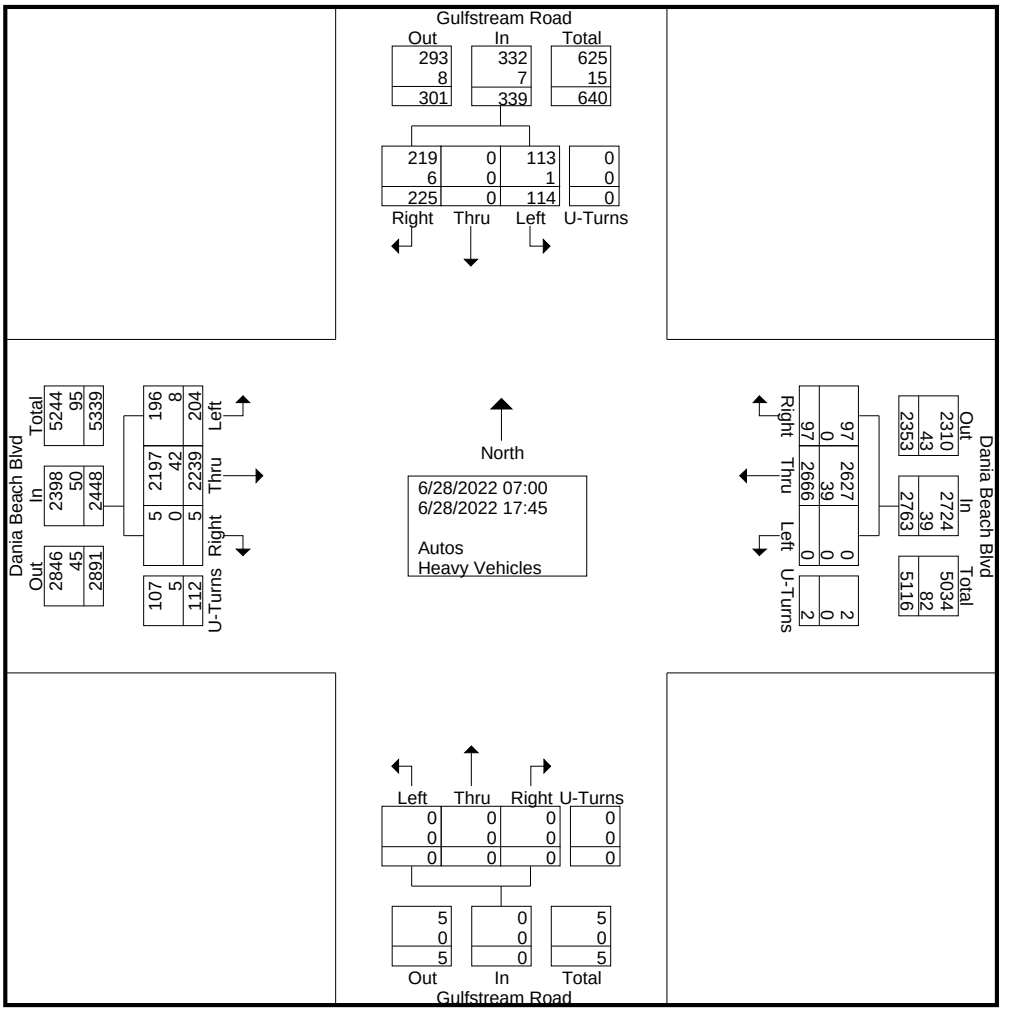
File Name : 4- Dania Beach Blvd & Gulfstream Rd
Site Code : 00000000
Start Date : 6/28/2022
Page No : 1

Groups Printed- Autos - Heavy Vehicles

	Gulfstream Road From North					Dania Beach Blvd From East					Gulfstream Road From South					Dania Beach Blvd From West					
Start Time	Right	Thru	Left	U-Turns	App. Total	Right	Thru	Left	U-Turns	App. Total	Right	Thru	Left	U-Turns	App. Total	Right	Thru	Left	U-Turns	App. Total	Int. Total
07:00	4	0	5	0	9	5	77	0	0	82	0	0	0	0	0	0	71	11	2	84	175
07:15	9	0	4	0	13	5	93	0	0	98	0	0	0	0	0	0	116	12	1	129	240
07:30	7	0	3	0	10	9	126	0	0	135	0	0	0	0	0	0	116	20	3	139	284
07:45	8	0	8	0	16	8	119	0	0	127	0	0	0	0	0	0	110	27	4	141	284
Total	28	0	20	0	48	27	415	0	0	442	0	0	0	0	0	0	413	70	10	493	983
08:00	10	0	4	0	14	4	120	0	0	124	0	0	0	0	0	0	95	11	3	109	247
08:15	8	0	11	0	19	4	134	0	0	138	0	0	0	0	0	0	134	14	3	151	308
08:30	13	0	4	0	17	4	151	0	0	155	0	0	0	0	0	2	148	9	3	162	334
08:45	11	0	9	0	20	6	128	0	1	135	0	0	0	0	0	1	151	9	4	165	320
Total	42	0	28	0	70	18	533	0	1	552	0	0	0	0	0	3	528	43	13	587	1209
*** BREAK ***																					
16:00	22	0	7	0	29	8	197	0	0	205	0	0	0	0	0	0	132	9	6	147	381
16:15	20	0	6	0	26	6	231	0	0	237	0	0	0	0	0	0	159	8	9	176	439
16:30	25	0	5	0	30	5	223	0	0	228	0	0	0	0	0	0	164	14	13	191	449
16:45	22	0	8	0	30	6	220	0	0	226	0	0	0	0	0	0	175	9	12	196	452
Total	89	0	26	0	115	25	871	0	0	896	0	0	0	0	0	0	630	40	40	710	1721
17:00	18	0	9	0	27	4	211	0	0	215	0	0	0	0	0	2	158	11	22	193	435
17:15	24	0	12	0	36	14	236	0	1	251	0	0	0	0	0	0	178	16	8	202	489
17:30	14	0	12	0	26	6	213	0	0	219	0	0	0	0	0	0	161	14	9	184	429
17:45	10	0	7	0	17	3	187	0	0	190	0	0	0	0	0	0	171	10	10	191	398
Total	66	0	40	0	106	27	847	0	1	875	0	0	0	0	0	2	668	51	49	770	1751
Grand Total	225	0	114	0	339	97	2666	0	2	2765	0	0	0	0	0	5	2239	204	112	2560	5664
Apprch %	66.4	0	33.6	0		3.5	96.4	0	0.1		0	0	0	0		0.2	87.5	8	4.4		
Total %	4	0	2	0	6	1.7	47.1	0	0	48.8	0	0	0	0	0	0.1	39.5	3.6	2	45.2	
Autos	219	0	113	0	332	97	2627										2197				
% Autos	97.3	0	99.1	0	97.9	100	98.5	0	100	98.6	0	0	0	0	0	100	98.1	96.1	95.5	97.9	98.2
Heavy Vehicles																					
% Heavy Vehicles	2.7	0	0.9	0	2.1	0	1.5	0	0	1.4	0	0	0	0	0	0	1.9	3.9	4.5	2.1	1.8

Traf Tech Engineering Inc.

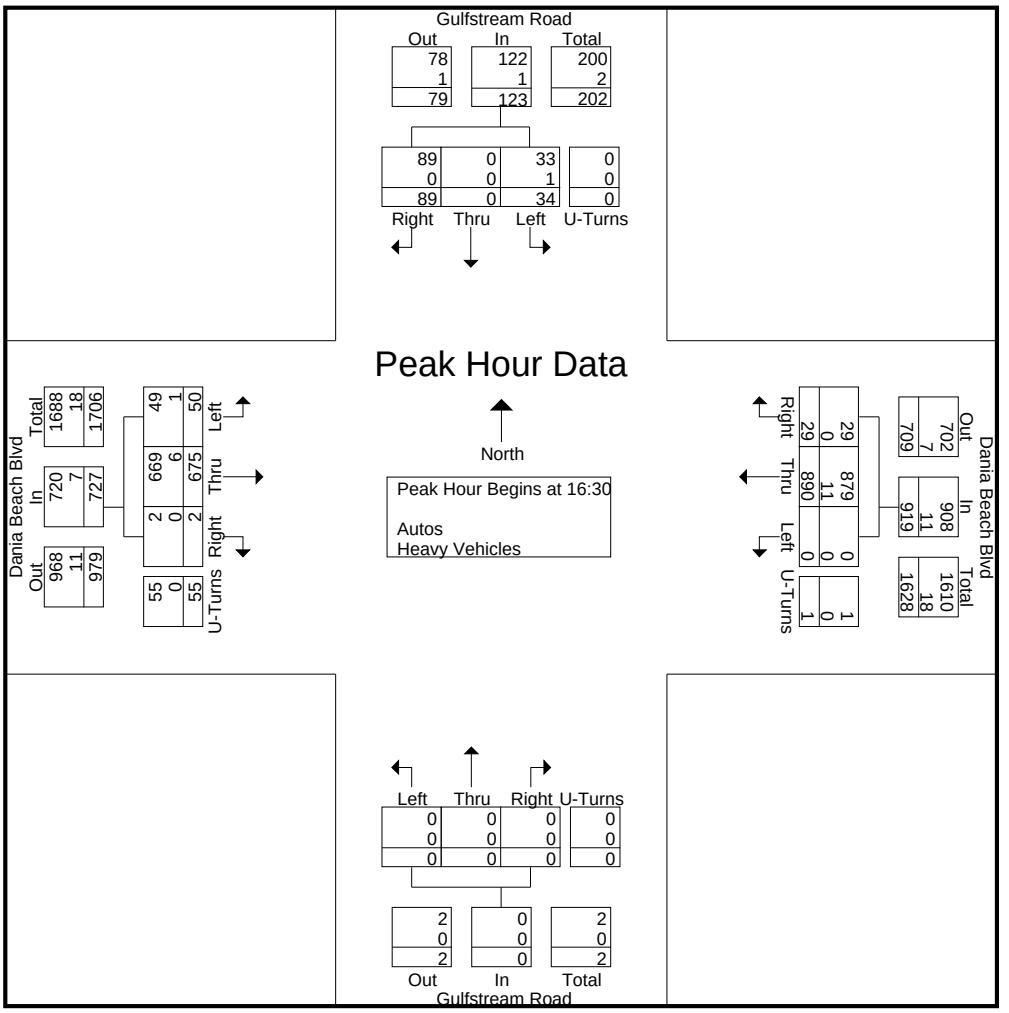
File Name : 4- Dania Beach Blvd & Gulfstream Rd
Site Code : 00000000
Start Date : 6/28/2022
Page No : 2



Traf Tech Engineering Inc.

File Name : 4- Dania Beach Blvd & Gulfstream Rd
Site Code : 00000000
Start Date : 6/28/2022
Page No : 3

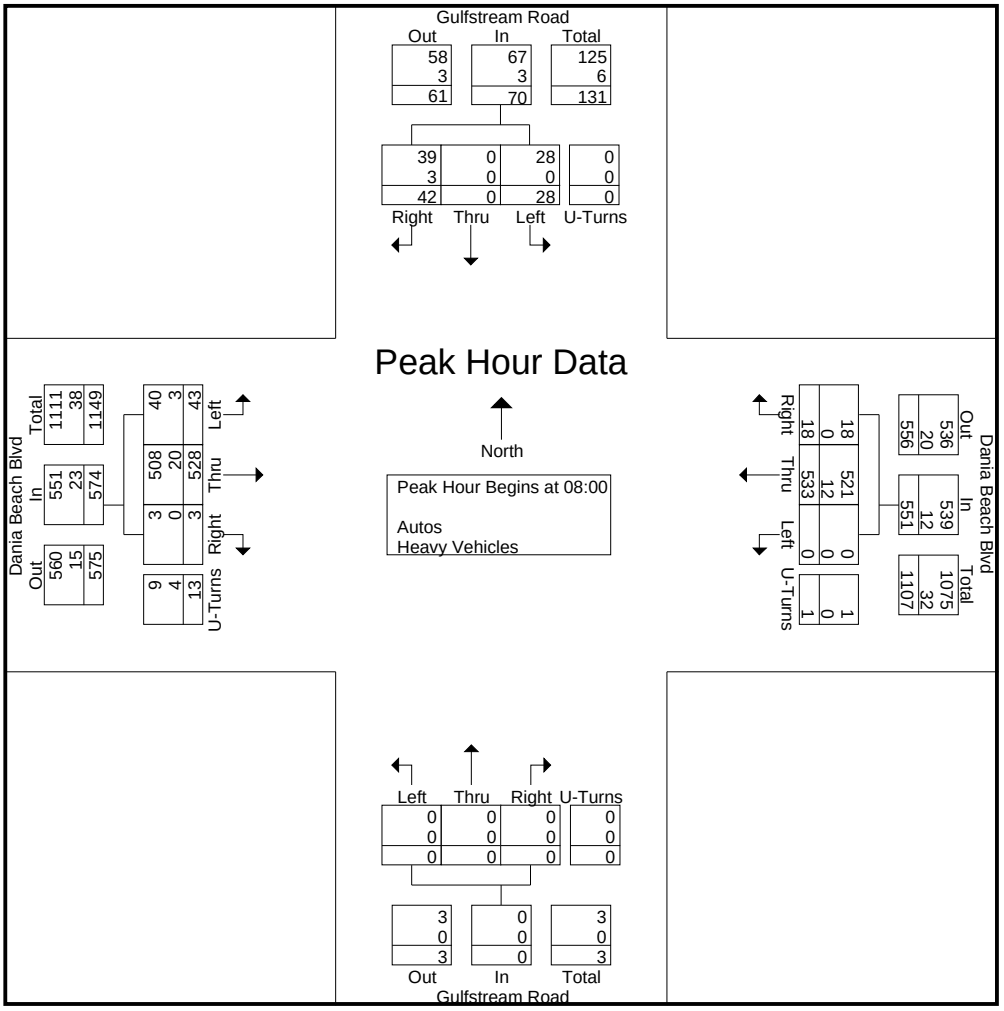
	Gulfstream Road From North					Dania Beach Blvd From East					Gulfstream Road From South					Dania Beach Blvd From West					
Start Time	Right	Thru	Left	U-Turns	App. Total	Right	Thru	Left	U-Turns	App. Total	Right	Thru	Left	U-Turns	App. Total	Right	Thru	Left	U-Turns	App. Total	Int. Total
Peak Hour Analysis From 07:00 to 17:45 - Peak 1 of 1																					
Peak Hour for Entire Intersection Begins at 16:30																					
16:30	25	0	5	0	30	5	223	0	0	228	0	0	0	0	0	0	164	14	13	191	449
16:45	22	0	8	0	30	6	220	0	0	226	0	0	0	0	0	0	175	9	12	196	452
17:00	18	0	9	0	27	4	211	0	0	215	0	0	0	0	0	2	158	11	22	193	435
17:15	24	0	12	0	36	14	236	0	1	251	0	0	0	0	0	0	178	16	8	202	489
Total Volume	89	0	34	0	123	29	890	0	1	920	0	0	0	0	0	2	675	50	55	782	1825
% App. Total	72.4	0	27.6	0		3.2	96.7	0	0.1		0	0	0	0		0.3	86.3	6.4	7		
PHF	.890	.000	.708	.000	.854	.518	.943	.000	.250	.916	.000	.000	.000	.000	.000	.250	.948	.781	.625	.968	.933
Autos	89	0	33	0	122	29	879	0	1	909	0	0	0	0	0	2	669	49	55	775	1806
% Autos	100	0	97.1	0	99.2	100	98.8	0	100	98.8	0	0	0	0	0	100	99.1	98.0	100	99.1	99.0
Heavy Vehicles																					
% Heavy Vehicles	0	0	2.9	0	0.8	0	1.2	0	0	1.2	0	0	0	0	0	0	0.9	2.0	0	0.9	1.0



Traf Tech Engineering Inc.

File Name : 4- Dania Beach Blvd & Gulfstream Rd
Site Code : 00000000
Start Date : 6/28/2022
Page No : 4

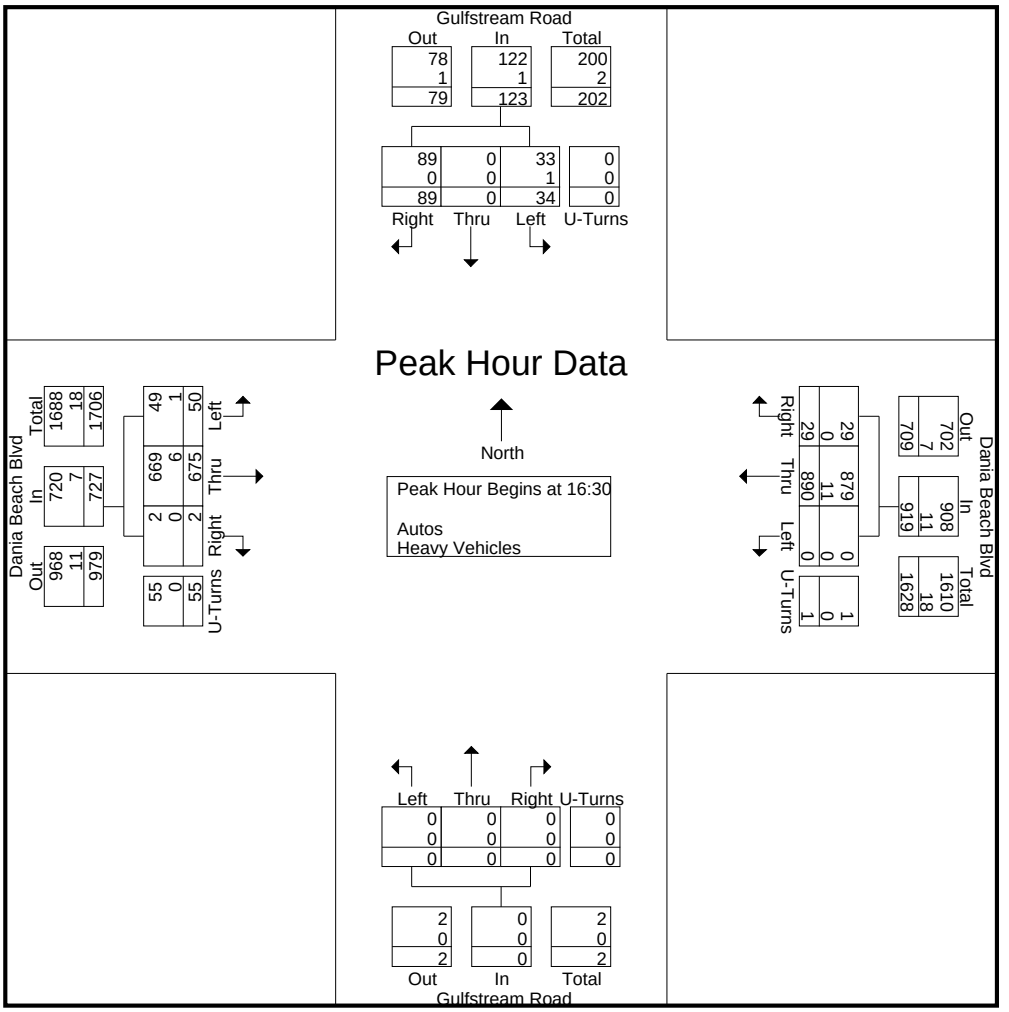
	Gulfstream Road From North					Dania Beach Blvd From East					Gulfstream Road From South					Dania Beach Blvd From West					
Start Time	Right	Thru	Left	U-Turns	App. Total	Right	Thru	Left	U-Turns	App. Total	Right	Thru	Left	U-Turns	App. Total	Right	Thru	Left	U-Turns	App. Total	Int. Total
Peak Hour Analysis From 07:00 to 08:45 - Peak 1 of 1																					
Peak Hour for Entire Intersection Begins at 08:00																					
08:00	10	0	4	0	14	4	120	0	0	124	0	0	0	0	0	0	95	11	3	109	247
08:15	8	0	11	0	19	4	134	0	0	138	0	0	0	0	0	0	134	14	3	151	308
08:30	13	0	4	0	17	4	151	0	0	155	0	0	0	0	0	2	148	9	3	162	334
08:45	11	0	9	0	20	6	128	0	1	135	0	0	0	0	0	1	151	9	4	165	320
Total Volume	42	0	28	0	70	18	533	0	1	552	0	0	0	0	0	3	528	43	13	587	1209
% App. Total	60	0	40	0		3.3	96.6	0	0.2		0	0	0	0		0.5	89.9	7.3	2.2		
PHF	.808	.000	.636	.000	.875	.750	.882	.000	.250	.890	.000	.000	.000	.000	.000	.375	.874	.768	.813	.889	.905
Autos	39	0	28	0	67	18	521	0	1	540	0	0	0	0	0	3	508	40	9	560	1167
% Autos	92.9	0	100	0	95.7	100	97.7	0	100	97.8	0	0	0	0	0	100	96.2	93.0	69.2	95.4	96.5
Heavy Vehicles																					
% Heavy Vehicles	7.1	0	0	0	4.3	0	2.3	0	0	2.2	0	0	0	0	0	0	3.8	7.0	30.8	4.6	3.5



Traf Tech Engineering Inc.

File Name : 4- Dania Beach Blvd & Gulfstream Rd
Site Code : 00000000
Start Date : 6/28/2022
Page No : 5

	Gulfstream Road From North					Dania Beach Blvd From East					Gulfstream Road From South					Dania Beach Blvd From West					
Start Time	Right	Thru	Left	U-Turns	App. Total	Right	Thru	Left	U-Turns	App. Total	Right	Thru	Left	U-Turns	App. Total	Right	Thru	Left	U-Turns	App. Total	Int. Total
Peak Hour Analysis From 16:00 to 17:45 - Peak 1 of 1																					
Peak Hour for Entire Intersection Begins at 16:30																					
16:30	25	0	5	0	30	5	223	0	0	228	0	0	0	0	0	0	164	14	13	191	449
16:45	22	0	8	0	30	6	220	0	0	226	0	0	0	0	0	0	175	9	12	196	452
17:00	18	0	9	0	27	4	211	0	0	215	0	0	0	0	0	2	158	11	22	193	435
17:15	24	0	12	0	36	14	236	0	1	251	0	0	0	0	0	0	178	16	8	202	489
Total Volume	89	0	34	0	123	29	890	0	1	920	0	0	0	0	0	2	675	50	55	782	1825
% App. Total	72.4	0	27.6	0		3.2	96.7	0	0.1		0	0	0	0		0.3	86.3	6.4	7		
PHF	.890	.000	.708	.000	.854	.518	.943	.000	.250	.916	.000	.000	.000	.000	.000	.250	.948	.781	.625	.968	.933
Autos	89	0	33	0	122	29	879	0	1	909	0	0	0	0	0	2	669	49	55	775	1806
% Autos	100	0	97.1	0	99.2	100	98.8	0	100	98.8	0	0	0	0	0	100	99.1	98.0	100	99.1	99.0
Heavy Vehicles																					
% Heavy Vehicles	0	0	2.9	0	0.8	0	1.2	0	0	1.2	0	0	0	0	0	0	0.9	2.0	0	0.9	1.0



Traf Tech Engineering Inc.

File Name : 4- Dania Beach Blvd & Gulfstream Rd
Site Code : 00000000
Start Date : 6/28/2022
Page No : 1

Groups Printed- Peds & Bikes

	Gulfstream Road From North				Dania Beach Blvd From East				Gulfstream Road From South				Dania Beach Blvd From West				
Start Time	Bikes			Peds	Bikes			Peds	Bikes			Peds	Bikes			Peds	Int. Total
07:00	117	0	0	12	3	0	0	0	2	0	0	0	0	0	0	0	134
07:15	2	0	0	6	32	0	0	0	7	0	0	2	0	0	0	0	49
07:30	4	0	0	9	40	0	0	0	2	0	0	1	0	0	0	1	57
07:45	3	0	0	18	2	0	0	0	1	0	0	2	0	0	0	0	26
Total	126	0	0	45	77	0	0	0	12	0	0	5	0	0	0	1	266
08:00	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	1
08:15	2	0	0	8	1	0	0	1	5	0	0	3	0	0	0	0	20
08:30	3	0	0	5	2	0	0	0	2	0	0	0	0	0	0	1	13
08:45	2	0	0	3	0	0	0	0	2	0	0	0	0	0	0	0	7
Total	7	0	0	17	3	0	0	1	9	0	0	3	0	0	0	1	41
*** BREAK ***																	
16:00	1	0	0	23	0	0	0	0	2	0	0	2	0	0	0	0	28
16:15	0	0	0	1	1	0	0	0	4	0	0	0	0	0	0	0	6
16:30	1	0	0	5	0	0	0	0	2	0	0	0	0	0	0	0	8
16:45	0	0	0	5	1	0	0	0	3	0	0	2	0	0	0	0	11
Total	2	0	0	34	2	0	0	0	11	0	0	4	0	0	0	0	53
17:00	1	0	0	5	0	0	0	0	0	0	0	0	0	0	0	0	6
17:15	1	0	0	23	0	0	0	0	0	0	0	0	0	0	0	0	24
17:30	0	0	0	8	0	0	0	1	1	0	0	1	0	0	0	0	11
17:45	0	0	0	0	0	0	0	2	0	0	0	0	0	0	0	0	2
Total	2	0	0	36	0	0	0	3	1	0	0	1	0	0	0	0	43
Grand Total	137	0	0	132	82	0	0	4	33	0	0	13	0	0	0	2	403
Apprch %	50.9	0	0	49.1	95.3	0	0	4.7	71.7	0	0	28.3	0	0	0	100	
Total %	34	0	0	32.8	20.3	0	0	1	8.2	0	0	3.2	0	0	0	0.5	

ATTACHMENT C

Peak Season Conversion Factor and Growth Analysis

2019 PEAK SEASON FACTOR CATEGORY REPORT - REPORT TYPE: ALL

CATEGORY: 8600 EAST-A1A TO US1

MOCF: 0.88

WEEK	DATES	SF	PSCF
1	01/01/2019 - 01/05/2019	0.96	1.09
2	01/06/2019 - 01/12/2019	0.96	1.09
3	01/13/2019 - 01/19/2019	0.96	1.09
4	01/20/2019 - 01/26/2019	0.94	1.07
* 5	01/27/2019 - 02/02/2019	0.92	1.05
* 6	02/03/2019 - 02/09/2019	0.89	1.01
* 7	02/10/2019 - 02/16/2019	0.87	0.99
* 8	02/17/2019 - 02/23/2019	0.87	0.99
* 9	02/24/2019 - 03/02/2019	0.86	0.98
*10	03/03/2019 - 03/09/2019	0.86	0.98
*11	03/10/2019 - 03/16/2019	0.85	0.97
*12	03/17/2019 - 03/23/2019	0.86	0.98
*13	03/24/2019 - 03/30/2019	0.87	0.99
*14	03/31/2019 - 04/06/2019	0.89	1.01
*15	04/07/2019 - 04/13/2019	0.90	1.02
*16	04/14/2019 - 04/20/2019	0.91	1.03
*17	04/21/2019 - 04/27/2019	0.93	1.06
18	04/28/2019 - 05/04/2019	0.95	1.08
19	05/05/2019 - 05/11/2019	0.97	1.10
20	05/12/2019 - 05/18/2019	1.00	1.14
21	05/19/2019 - 05/25/2019	1.01	1.15
22	05/26/2019 - 06/01/2019	1.03	1.17
23	06/02/2019 - 06/08/2019	1.05	1.19
24	06/09/2019 - 06/15/2019	1.07	1.22
25	06/16/2019 - 06/22/2019	1.06	1.20
26	06/23/2019 - 06/29/2019	1.06	1.20
27	06/30/2019 - 07/06/2019	1.06	1.20
28	07/07/2019 - 07/13/2019	1.06	1.20
29	07/14/2019 - 07/20/2019	1.06	1.20
30	07/21/2019 - 07/27/2019	1.09	1.24
31	07/28/2019 - 08/03/2019	1.11	1.26
32	08/04/2019 - 08/10/2019	1.14	1.30
33	08/11/2019 - 08/17/2019	1.17	1.33
34	08/18/2019 - 08/24/2019	1.17	1.33
35	08/25/2019 - 08/31/2019	1.18	1.34
36	09/01/2019 - 09/07/2019	1.18	1.34
37	09/08/2019 - 09/14/2019	1.19	1.35
38	09/15/2019 - 09/21/2019	1.19	1.35
39	09/22/2019 - 09/28/2019	1.17	1.33
40	09/29/2019 - 10/05/2019	1.16	1.32
41	10/06/2019 - 10/12/2019	1.14	1.30
42	10/13/2019 - 10/19/2019	1.13	1.28
43	10/20/2019 - 10/26/2019	1.10	1.25
44	10/27/2019 - 11/02/2019	1.08	1.23
45	11/03/2019 - 11/09/2019	1.05	1.19
46	11/10/2019 - 11/16/2019	1.03	1.17
47	11/17/2019 - 11/23/2019	1.01	1.15
48	11/24/2019 - 11/30/2019	1.00	1.14
49	12/01/2019 - 12/07/2019	0.99	1.13
50	12/08/2019 - 12/14/2019	0.97	1.10
51	12/15/2019 - 12/21/2019	0.96	1.09
52	12/22/2019 - 12/28/2019	0.96	1.09
53	12/29/2019 - 12/31/2019	0.96	1.09

* PEAK SEASON

Growth Rate Trend Analysis Calcualtions

Description	0080			5036			5037		
Option	**Linear**	**Exponential**	**Decaying Exponential**	**Linear**	**Exponential**	**Decaying Exponential**	**Linear**	**Exponential**	**Decaying Exponential**
Trend Growth Rate 5 years	1.02	-0.14	-0.14	3.72	5.45	5.45	3.93	4.06	4.06
Adjusted Growth Rate 5-years (2)	1.02	0.50	0.50	3.72	5.45	5.45	3.93	4.06	4.06
Trend R-squared 5 years	2.69	1.85	0.08	12.90	16.43	28.57	12.27	12.68	14.24
Growth Rate with highest R-squared (5-year)	**1.02**			**5.45**			**4.06**		
Average Growth Rate (5-year)	3.51								
Growth Rate Used	**3.51**								

Notes:

1: Refer to Trend Analysis Chart

2: If the resulting growth rate is negative, a 0.5 growth rate was used

What Is R-squared?

R-squared is a statistical measure of how close the data are to the fitted regression line. It is also known as the coefficient of determination, or the coefficient of multiple determination for multiple regression.

The definition of R-squared is fairly straight-forward; it is the percentage of the response variable variation that is explained by a linear model. Or:

R-squared = Explained variation / Total variation

R-squared is always between 0 and 100%:

0% indicates that the model explains none of the variability of the response data around its mean.

100% indicates that the model explains all the variability of the response data around its mean.

In general, the higher the R-squared, the better the model fits your data. However, there are important conditions for this guideline that I'll talk about both in this post and my next post.

FLORIDA DEPARTMENT OF TRANSPORTATION
TRANSPORTATION STATISTICS OFFICE
2021 HISTORICAL AADT REPORT

COUNTY: 86 - BROWARD

SITE: 0080 - SR A1A / DANIA BCH BLVD - E OF SR 5/US 1

YEAR	AADT	DIRECTION 1	DIRECTION 2	*K FACTOR	D FACTOR	T FACTOR
2021	18700 C	E 8700	W 10000	9.00	54.50	7.00
2020	18400 C	E 9400	W 9000	9.00	53.50	7.00
2019	19900 C	E 8900	W 11000	9.00	54.70	5.20
2018	15700 C	E 7700	W 8000	9.00	54.10	5.20
2017	16300 C	E 8000	W 8300	9.00	53.80	5.20
2016	16700 C	E 8100	W 8600	9.00	55.20	8.70
2015	18500 C	E 8600	W 9900	9.00	54.90	8.70
2014	20700 C	E 11000	W 9700	9.00	54.50	8.70
2013	19100 C	E 8600	W 10500	9.00	54.60	4.50
2012	20000 C	E 10500	W 9500	9.00	55.00	4.50
2011	18500 C	E 10000	W 8500	9.00	54.50	2.30
2010	19800 C	E 9300	W 10500	9.37	54.06	2.30
2009	20700 C	E 9700	W 11000	9.31	53.74	2.30
2008	19200 C	E 10000	W 9200	9.70	54.48	8.20
2007	22000 C	E 11000	W 11000	9.10	53.47	8.20
2006	20400 C	E 9900	W 10500	9.48	53.59	2.90

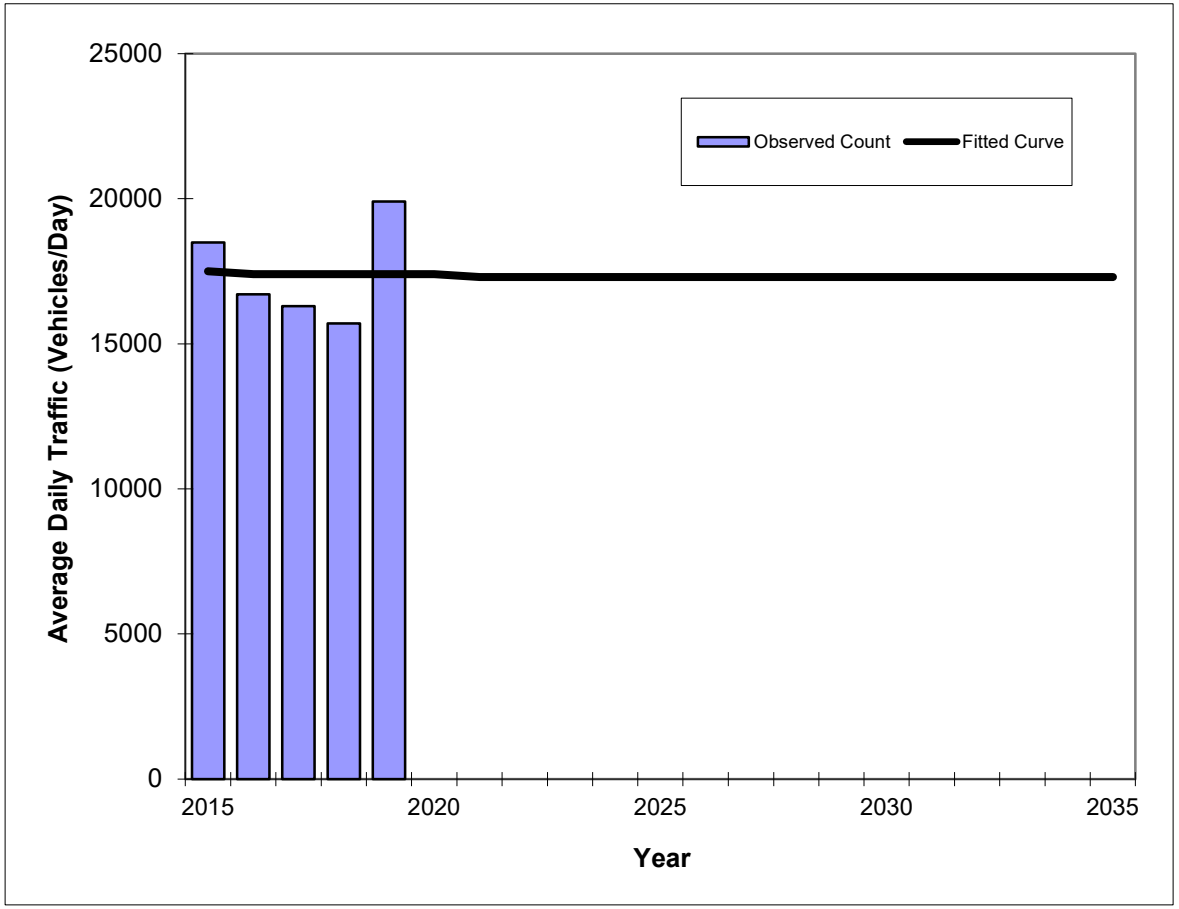
AADT FLAGS: C = COMPUTED; E = MANUAL ESTIMATE; F = FIRST YEAR ESTIMATE
S = SECOND YEAR ESTIMATE; T = THIRD YEAR ESTIMATE; R = FOURTH YEAR ESTIMATE
V = FIFTH YEAR ESTIMATE; 6 = SIXTH YEAR ESTIMATE; X = UNKNOWN
*K FACTOR: STARTING WITH YEAR 2011 IS STANDARDK, PRIOR YEARS ARE K30 VALUES

Traffic Trends - V03.a

SR A1A / DANIA BCH BLVD -- E OF SR 5/US 1

FIN#	0
Location	1

County:	BROWARD
Station #:	0080
Highway:	SR A1A / DANIA BCH BLVD



Year	Traffic (ADT/AADT) Count*	Trend**
2015	18500	17500
2016	16700	17400
2017	16300	17400
2018	15700	17400
2019	19900	17400
2022 Opening Year Trend		
2022	N/A	17300
2023 Mid-Year Trend		
2023	N/A	17300
2025 Design Year Trend		
2025	N/A	17300
TRANPLAN Forecasts/Trends		

Trend R-squared:	0.08%
Compounded Annual Historic Growth Rate:	-0.14%
Compounded Growth Rate (2019 to Design Year):	-0.10%
Printed:	23-Jun-22

Decaying Exponential Growth Option

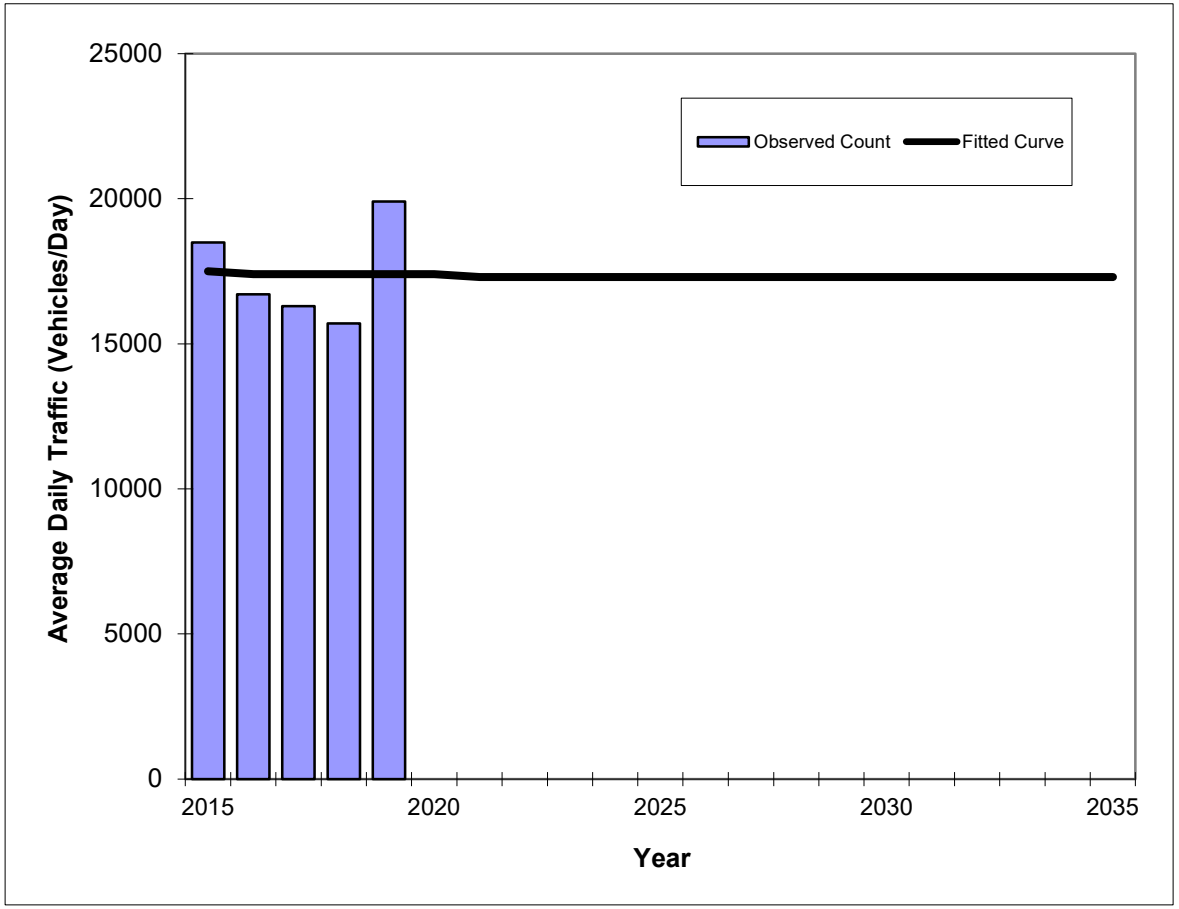
***Axle-Adjusted**

Traffic Trends - V03.a

SR A1A / DANIA BCH BLVD -- E OF SR 5/US 1

FIN#	0
Location	1

County:	BROWARD
Station #:	0080
Highway:	SR A1A / DANIA BCH BLVD



Year	Traffic (ADT/AADT) Count*	Trend**
2015	18500	17500
2016	16700	17400
2017	16300	17400
2018	15700	17400
2019	19900	17400
2022 Opening Year Trend		
2022	N/A	17300
2023 Mid-Year Trend		
2023	N/A	17300
2025 Design Year Trend		
2025	N/A	17300
TRANPLAN Forecasts/Trends		

Trend R-squared:	1.85%
Compounded Annual Historic Growth Rate:	-0.14%
Compounded Growth Rate (2019 to Design Year):	-0.10%
Printed:	23-Jun-22

Exponential Growth Option

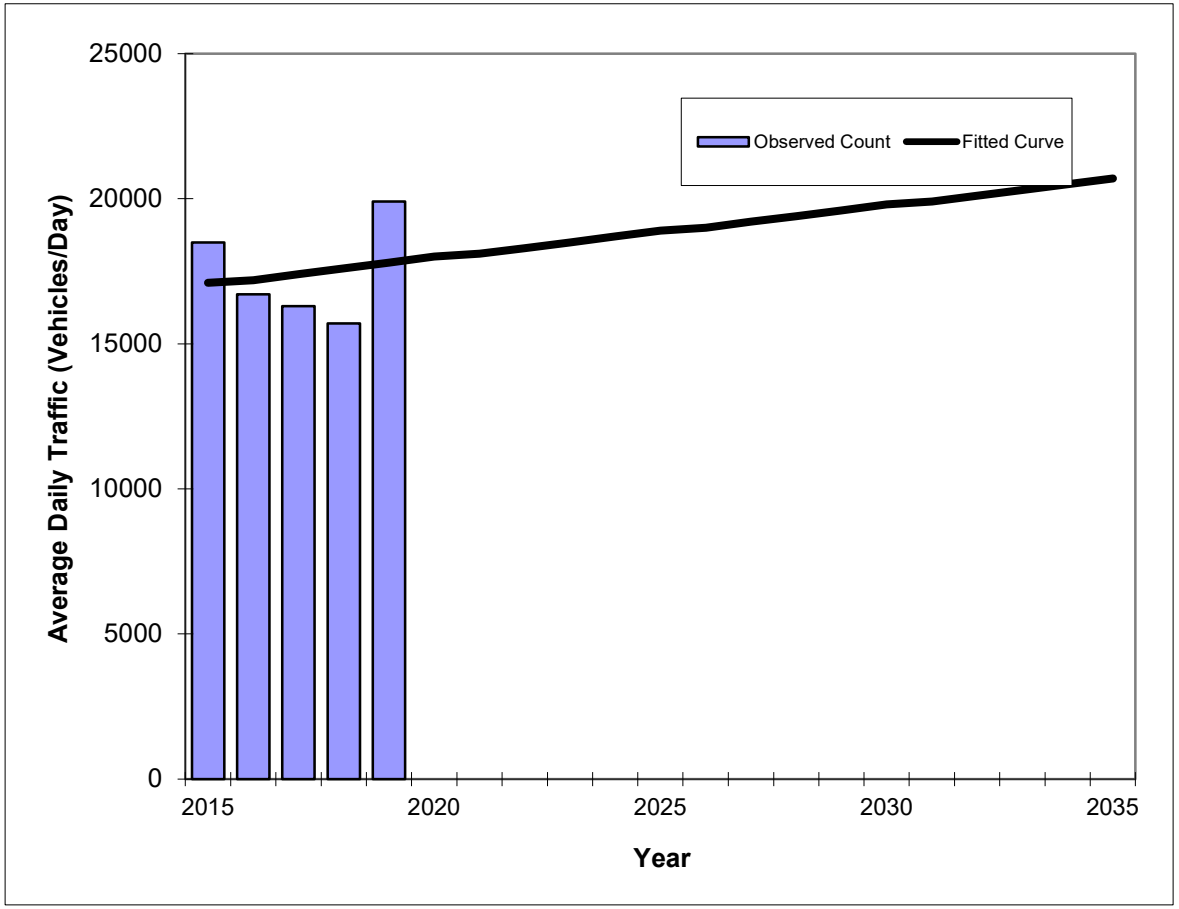
***Axle-Adjusted**

Traffic Trends - V03.a

SR A1A / DANIA BCH BLVD -- E OF SR 5/US 1

FIN#	0
Location	1

County:	BROWARD
Station #:	0080
Highway:	SR A1A / DANIA BCH BLVD



Year	Traffic (ADT/AADT) Count*	Trend**
2015	18500	17100
2016	16700	17200
2017	16300	17400
2018	15700	17600
2019	19900	17800
2022 Opening Year Trend		
2022	N/A	18300
2023 Mid-Year Trend		
2023	N/A	18500
2025 Design Year Trend		
2025	N/A	18900
TRANPLAN Forecasts/Trends		

**** Annual Trend Increase:**	180
Trend R-squared:	2.69%
Trend Annual Historic Growth Rate:	1.02%
Trend Growth Rate (2019 to Design Year):	1.03%
Printed:	23-Jun-22

Straight Line Growth Option

***Axle-Adjusted**

FLORIDA DEPARTMENT OF TRANSPORTATION
TRANSPORTATION STATISTICS OFFICE
2021 HISTORICAL AADT REPORT

COUNTY: 86 - BROWARD

SITE: 5036 - SR 5 / US 1 - S OF SR A1A/DANIA BCH BLVD

YEAR	AADT	DIRECTION 1	DIRECTION 2	*K FACTOR	D FACTOR	T FACTOR
2021	33000 C	N 15500	S 17500	9.00	54.50	6.50
2020	29000 F	N 14500	S 14500	9.00	53.50	6.50
2019	30500 C	N 15500	S 15000	9.00	54.70	6.50
2018	32500 C	N 15000	S 17500	9.00	54.10	4.80
2017	39000 C	N 18500	S 20500	9.00	53.80	4.80
2016	31500 C	N 13000	S 18500	9.00	55.20	4.80
2015	25500 C	N 12500	S 13000	9.00	54.90	7.90
2014	28000 C	N 13500	S 14500	9.00	54.50	4.60
2013	28000 C	N 14000	S 14000	9.00	54.60	4.20
2012	26500 C	N 12500	S 14000	9.00	55.00	3.40
2011	29500 C	N 14000	S 15500	9.00	54.50	3.40
2010	30500 C	N 16000	S 14500	9.37	54.06	3.40
2009	28000 C	N 14500	S 13500	9.31	53.74	8.10
2008	36000 C	N 17000	S 19000	9.70	54.48	8.10
2007	35500 C	N 17000	S 18500	9.10	53.47	2.10
2006	35500 C	N 18000	S 17500	9.48	53.59	3.00

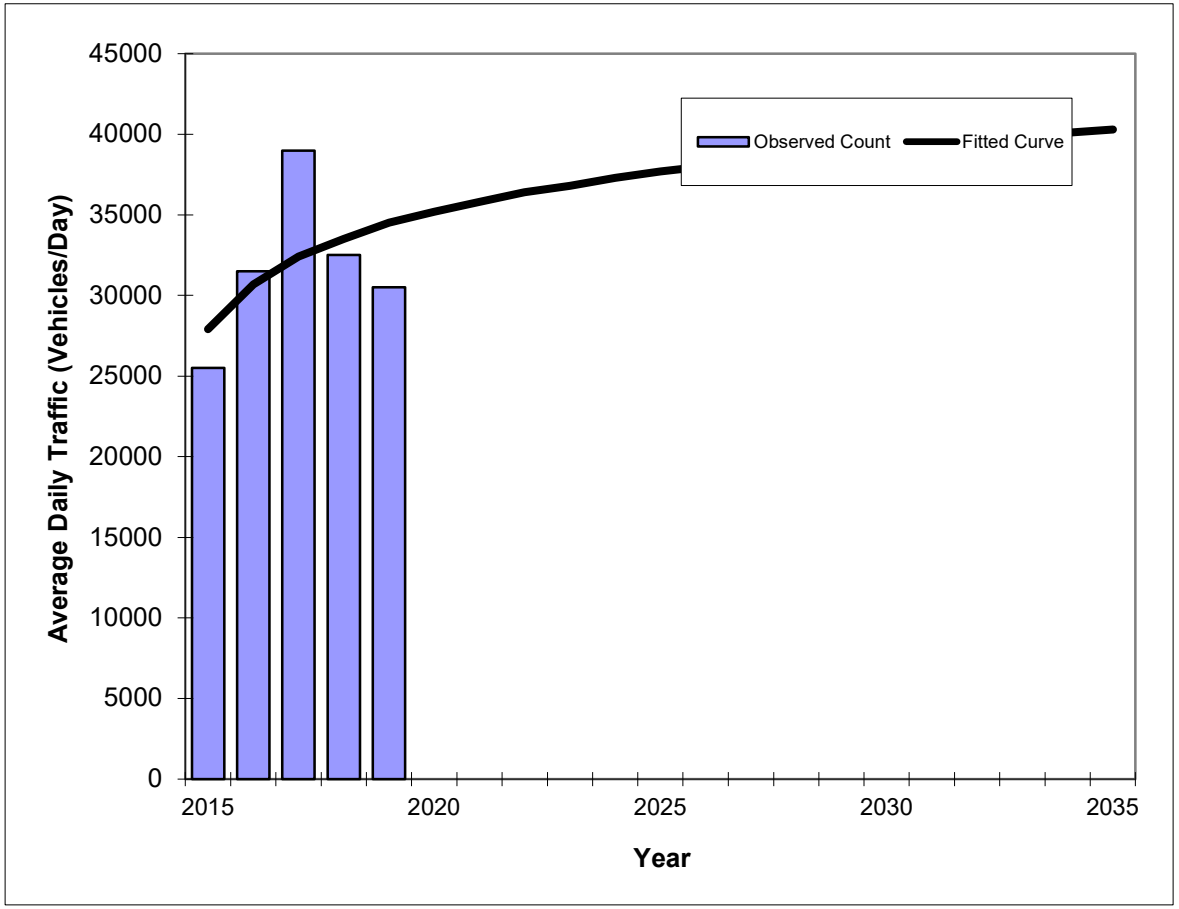
AADT FLAGS: C = COMPUTED; E = MANUAL ESTIMATE; F = FIRST YEAR ESTIMATE
S = SECOND YEAR ESTIMATE; T = THIRD YEAR ESTIMATE; R = FOURTH YEAR ESTIMATE
V = FIFTH YEAR ESTIMATE; 6 = SIXTH YEAR ESTIMATE; X = UNKNOWN
*K FACTOR: STARTING WITH YEAR 2011 IS STANDARDK, PRIOR YEARS ARE K30 VALUES

Traffic Trends - V03.a

SR 5 / US 1 -- S OF SR A1A/DANIA BCH BLVD

FIN#	0
Location	2

County:	BROWARD
Station #:	5036
Highway:	SR 5 / US 1



Year	Traffic (ADT/AADT) Count*	Trend**
2015	25500	27900
2016	31500	30700
2017	39000	32400
2018	32500	33500
2019	30500	34500
2022 Opening Year Trend		
2022	N/A	36400
2023 Mid-Year Trend		
2023	N/A	36800
2025 Design Year Trend		
2025	N/A	37700
TRANPLAN Forecasts/Trends		

Trend R-squared:	28.57%
Compounded Annual Historic Growth Rate:	5.45%
Compounded Growth Rate (2019 to Design Year):	1.49%
Printed:	23-Jun-22

Decaying Exponential Growth Option

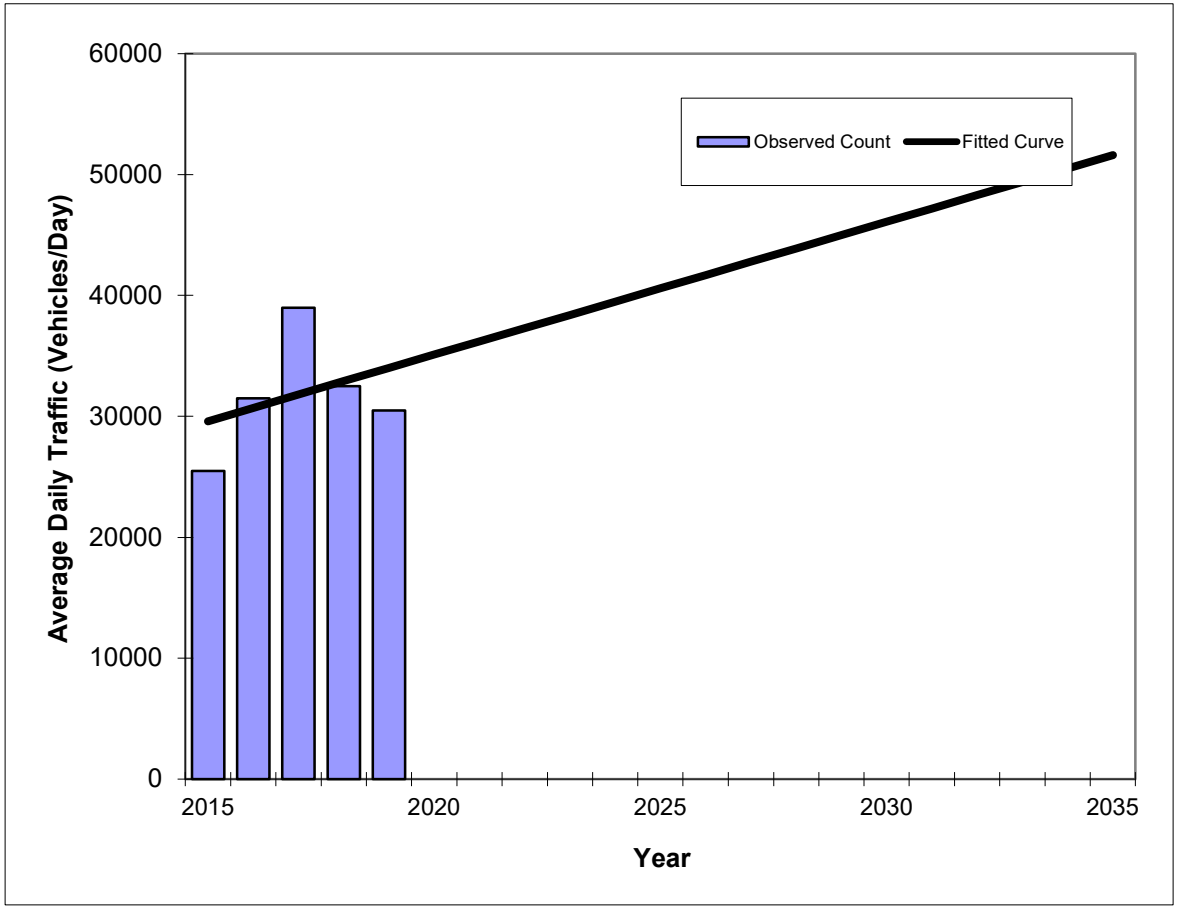
***Axle-Adjusted**

Traffic Trends - V03.a

SR 5 / US 1 -- S OF SR A1A/DANIA BCH BLVD

FIN#	0
Location	2

County:	BROWARD
Station #:	5036
Highway:	SR 5 / US 1



Year	Traffic (ADT/AADT) Count*	Trend**
2015	25500	29600
2016	31500	30700
2017	39000	31800
2018	32500	32900
2019	30500	34000
2022 Opening Year Trend		
2022	N/A	37300
2023 Mid-Year Trend		
2023	N/A	38400
2025 Design Year Trend		
2025	N/A	40600
TRANPLAN Forecasts/Trends		

**** Annual Trend Increase:**	1,100
Trend R-squared:	12.90%
Trend Annual Historic Growth Rate:	3.72%
Trend Growth Rate (2019 to Design Year):	3.24%
Printed:	23-Jun-22

Straight Line Growth Option

***Axle-Adjusted**

FLORIDA DEPARTMENT OF TRANSPORTATION
TRANSPORTATION STATISTICS OFFICE
2021 HISTORICAL AADT REPORT

COUNTY: 86 - BROWARD

SITE: 5037 - SR 5/US 1 - N OF DANIA BCH BLVD/SR A1A

YEAR	AADT	DIRECTION 1	DIRECTION 2	*K FACTOR	D FACTOR	T FACTOR
2021	39500 C	N 19000	S 20500	9.00	54.50	4.00
2020	40500 F	N 20000	S 20500	9.00	53.50	4.40
2019	42500 C	N 21000	S 21500	9.00	54.70	4.40
2018	33000 C	N 16500	S 16500	9.00	54.10	4.40
2017	47500 C	N 23500	S 24000	9.00	53.80	6.60
2016	34000 C	N 17000	S 17000	9.00	55.20	6.60
2015	35000 C	N 17500	S 17500	9.00	54.90	6.60
2014	33000 C	N 17000	S 16000	9.00	54.50	2.90
2013	37500 C	N 18000	S 19500	9.00	54.60	2.80
2012	40000 C	N 20000	S 20000	9.00	55.00	2.60
2011	39000 C	N 20000	S 19000	9.00	54.50	2.60
2010	37000 C	N 18500	S 18500	9.37	54.06	2.60
2009	42000 C	N 20500	S 21500	9.31	53.74	5.00
2008	37500 C	N 18500	S 19000	9.70	54.48	5.00
2007	36500 C	N 19000	S 17500	9.10	53.47	2.10
2006	42500 C	N 21000	S 21500	9.48	53.59	3.00

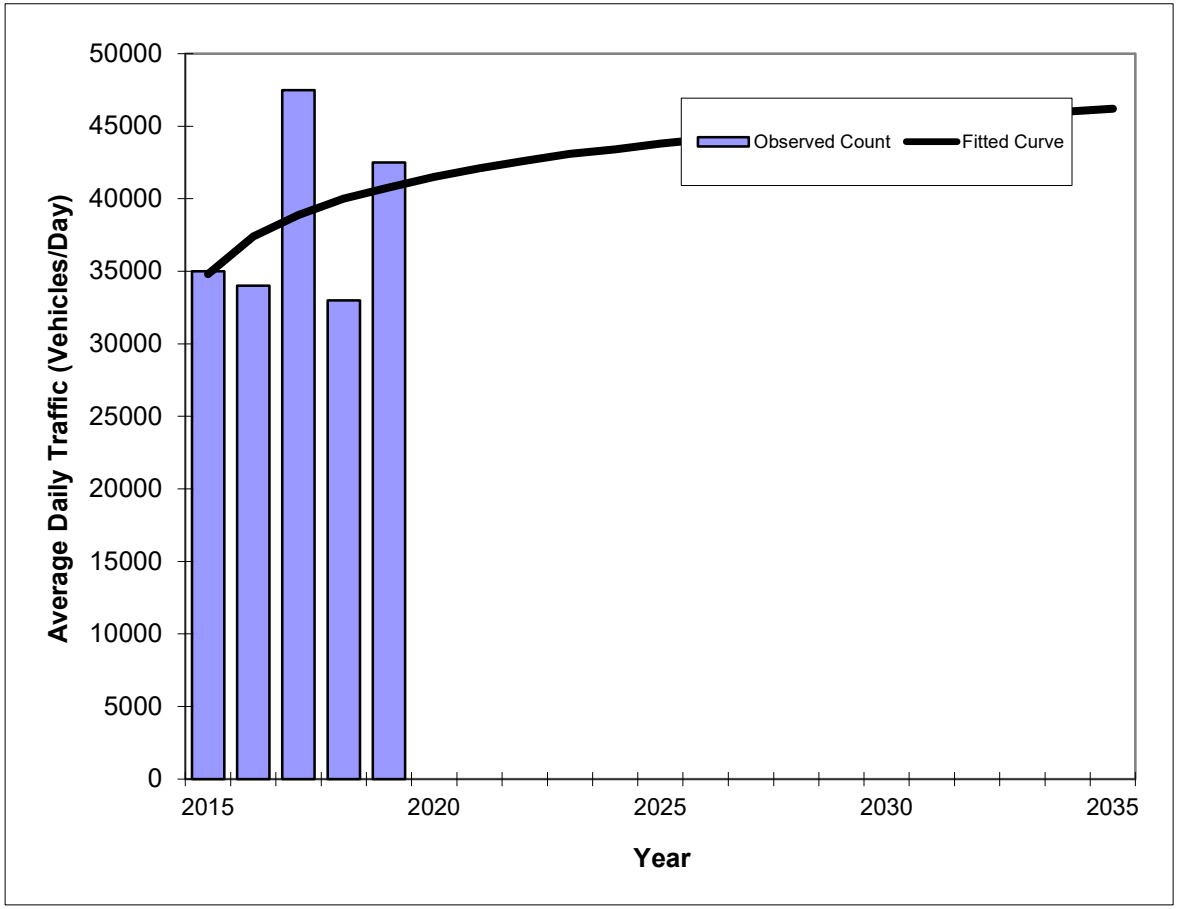
AADT FLAGS: C = COMPUTED; E = MANUAL ESTIMATE; F = FIRST YEAR ESTIMATE
S = SECOND YEAR ESTIMATE; T = THIRD YEAR ESTIMATE; R = FOURTH YEAR ESTIMATE
V = FIFTH YEAR ESTIMATE; 6 = SIXTH YEAR ESTIMATE; X = UNKNOWN
*K FACTOR: STARTING WITH YEAR 2011 IS STANDARDK, PRIOR YEARS ARE K30 VALUES

Traffic Trends - V03.a

SR 5 / US 1 -- N OF DANIA BCH BLVD/SR A1A

FIN#	0
Location	3

County:	BROWARD
Station #:	5037
Highway:	SR 5 / US 1



Year	Traffic (ADT/AADT) Count*	Trend**
2015	35000	34800
2016	34000	37400
2017	47500	38900
2018	33000	40000
2019	42500	40800
2022 Opening Year Trend		
2022	N/A	42600
2023 Mid-Year Trend		
2023	N/A	43100
2025 Design Year Trend		
2025	N/A	43800
TRANPLAN Forecasts/Trends		

Trend R-squared:	14.24%
Compounded Annual Historic Growth Rate:	4.06%
Compounded Growth Rate (2019 to Design Year):	1.19%
Printed:	23-Jun-22

Decaying Exponential Growth Option

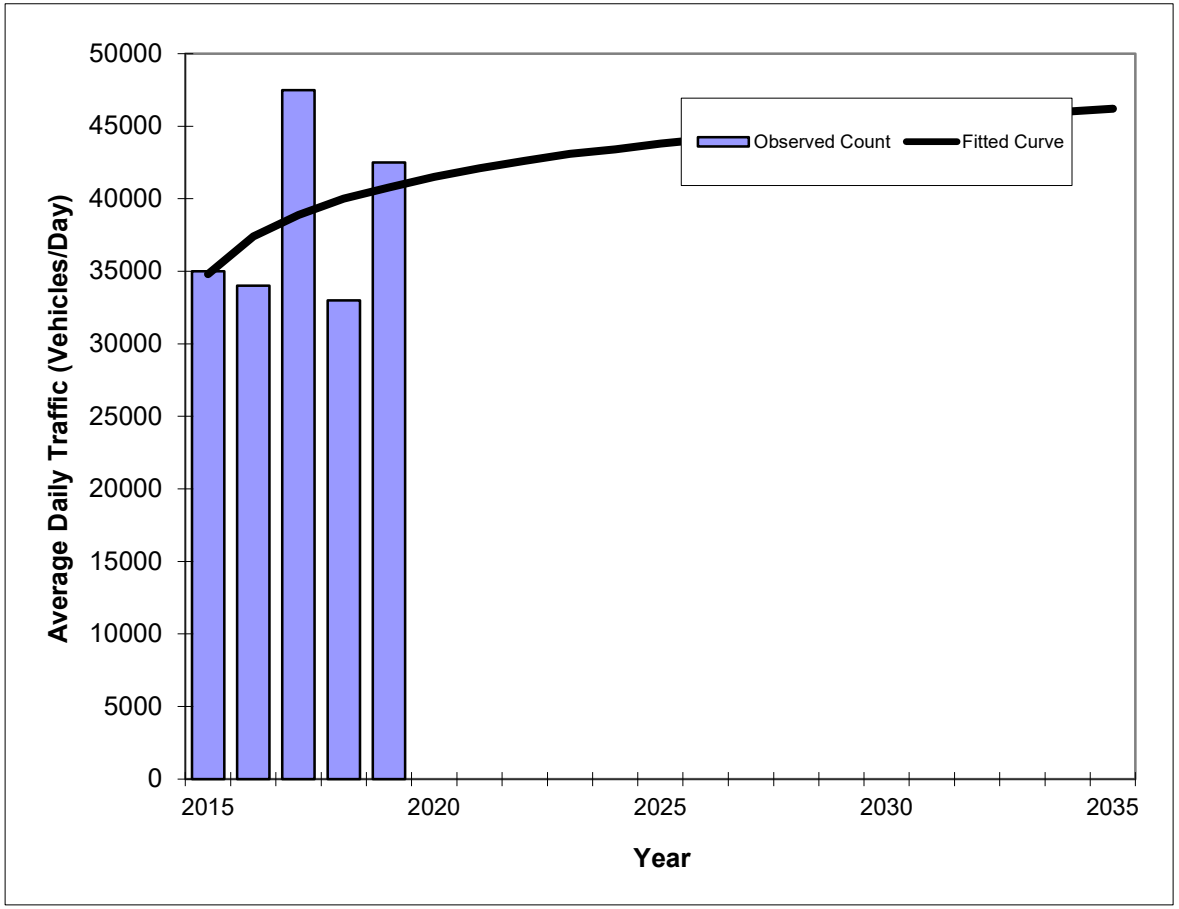
***Axle-Adjusted**

Traffic Trends - V03.a

SR 5 / US 1 -- N OF DANIA BCH BLVD/SR A1A

FIN#	0
Location	3

County:	BROWARD
Station #:	5037
Highway:	SR 5 / US 1



Year	Traffic (ADT/AADT) Count*	Trend**
2015	35000	34800
2016	34000	37400
2017	47500	38900
2018	33000	40000
2019	42500	40800
2022 Opening Year Trend		
2022	N/A	42600
2023 Mid-Year Trend		
2023	N/A	43100
2025 Design Year Trend		
2025	N/A	43800
TRANPLAN Forecasts/Trends		

Trend R-squared:	12.68%
Compounded Annual Historic Growth Rate:	4.06%
Compounded Growth Rate (2019 to Design Year):	1.19%
Printed:	23-Jun-22

Exponential Growth Option

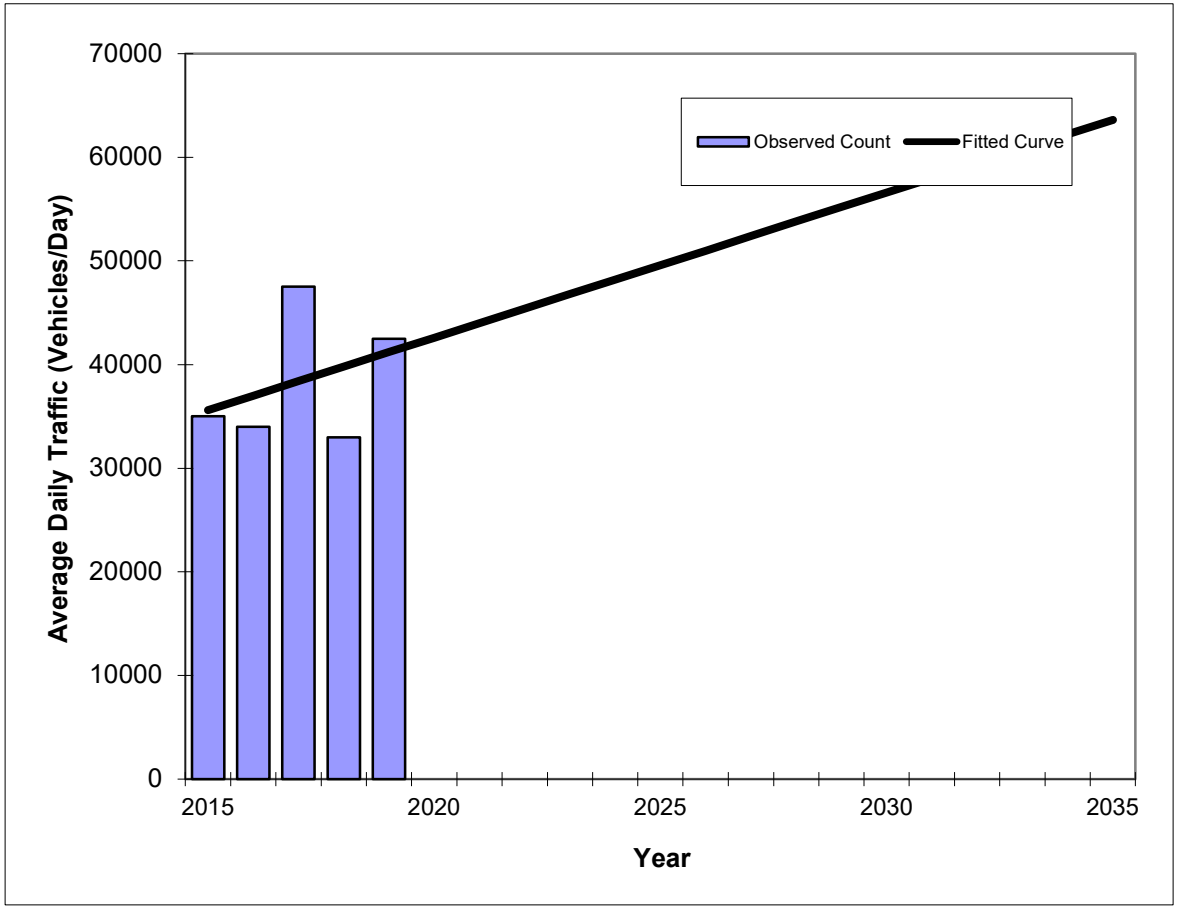
***Axle-Adjusted**

Traffic Trends - V03.a

SR 5 / US 1 -- N OF DANIA BCH BLVD/SR A1A

FIN#	0
Location	3

County:	BROWARD
Station #:	5037
Highway:	SR 5 / US 1



Year	Traffic (ADT/AADT) Count*	Trend**
2015	35000	35600
2016	34000	37000
2017	47500	38400
2018	33000	39800
2019	42500	41200
2022 Opening Year Trend		
2022	N/A	45400
2023 Mid-Year Trend		
2023	N/A	46800
2025 Design Year Trend		
2025	N/A	49600
TRANPLAN Forecasts/Trends		

**** Annual Trend Increase:**	1,400
Trend R-squared:	12.27%
Trend Annual Historic Growth Rate:	3.93%
Trend Growth Rate (2019 to Design Year):	3.40%
Printed:	23-Jun-22

Straight Line Growth Option

***Axle-Adjusted**

ATTACHMENT D

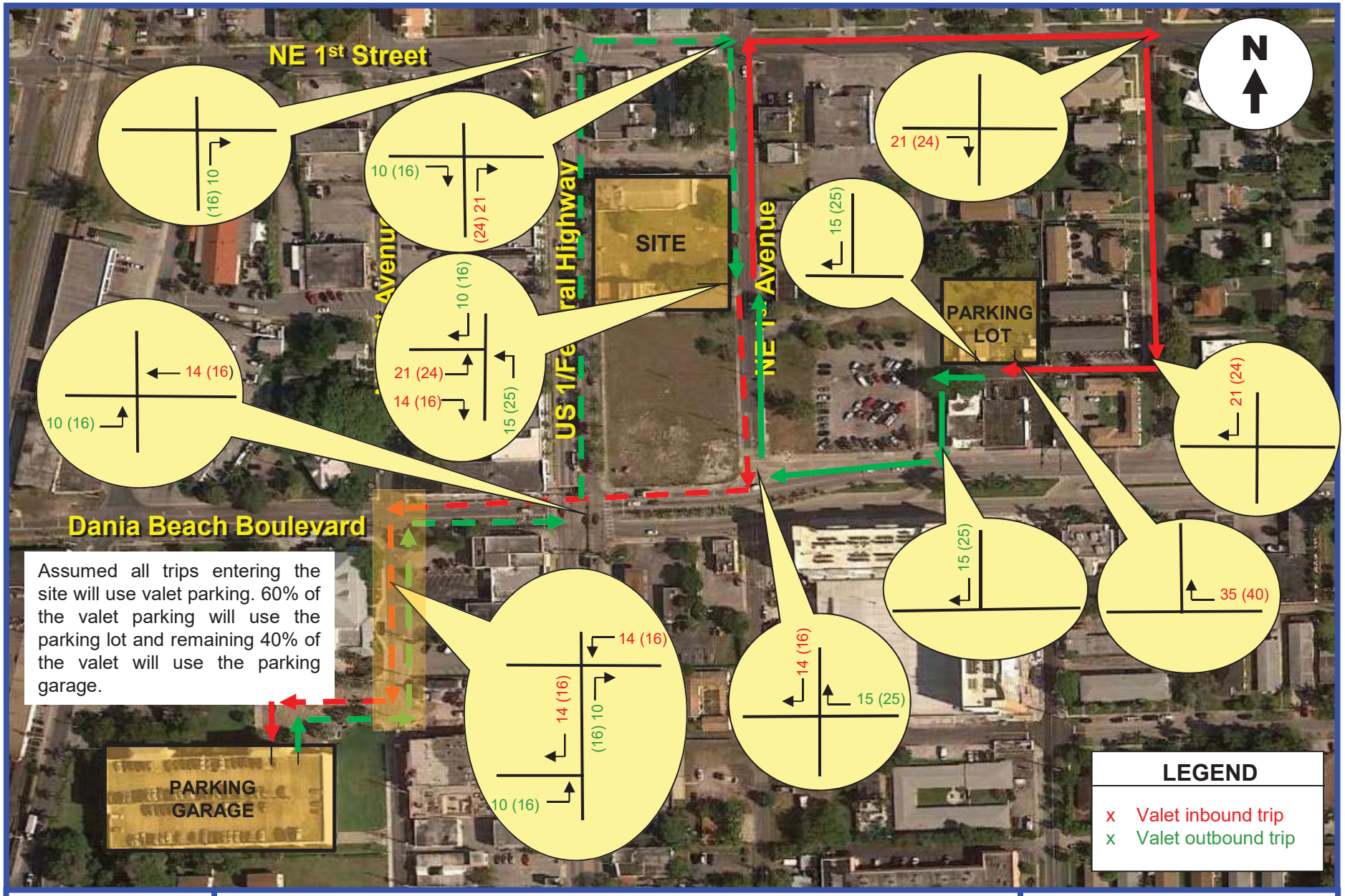
Committed Developments

Tru Hilton and Trion (Residential and Commercial)

Traf Tech
ENGINEERING, INC.

NEW PROJECT TRAFFIC ASSIGNMENT
Weekday New Peak Hour Trips AM & (PM)

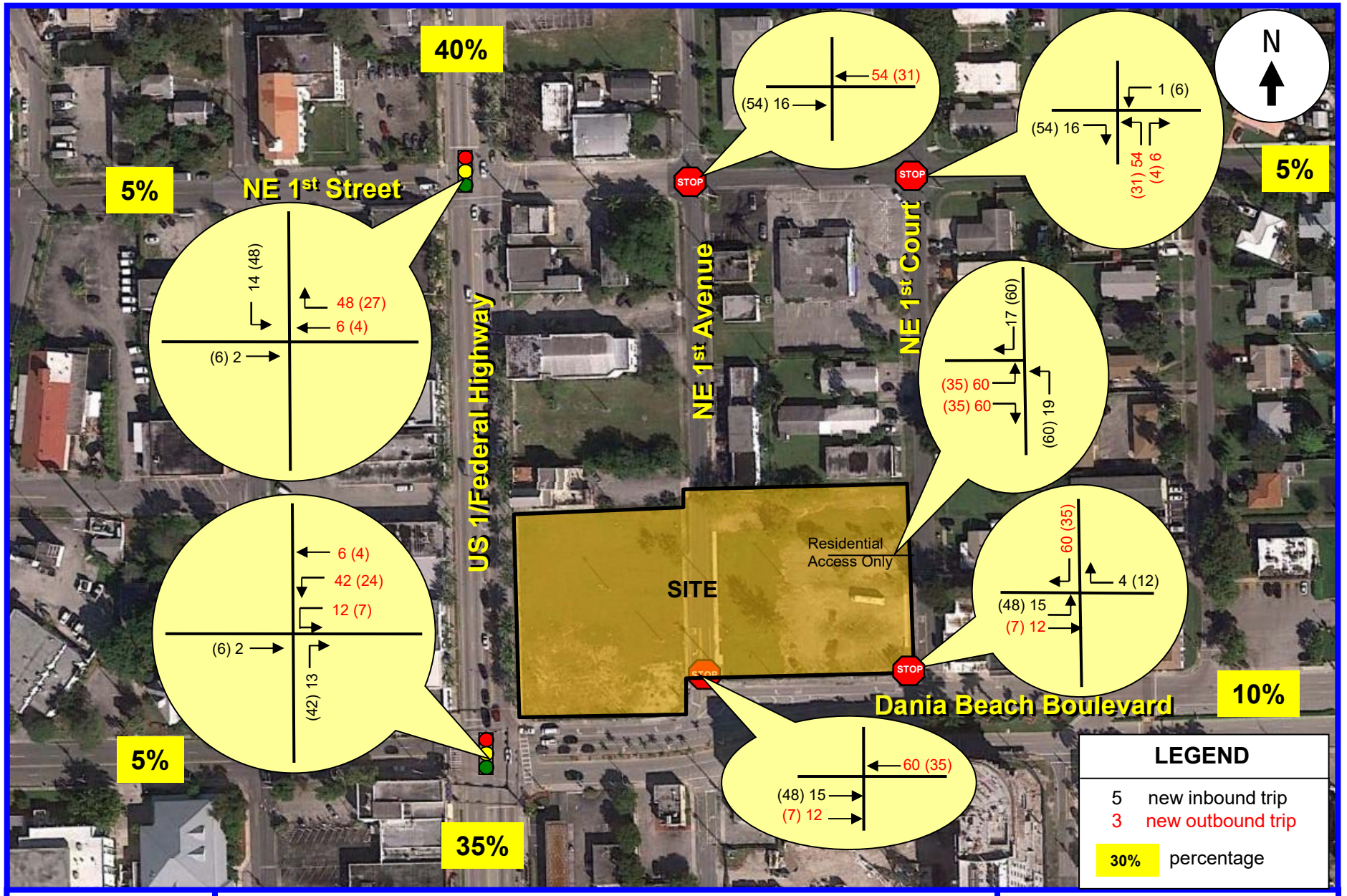
FIGURE 4A
Tru by Hilton
Dania Beach, Florida



Traf Tech
ENGINEERING, INC.

VALET PARKING TRIPS
Weekday New Peak Hour Trips AM & (PM)

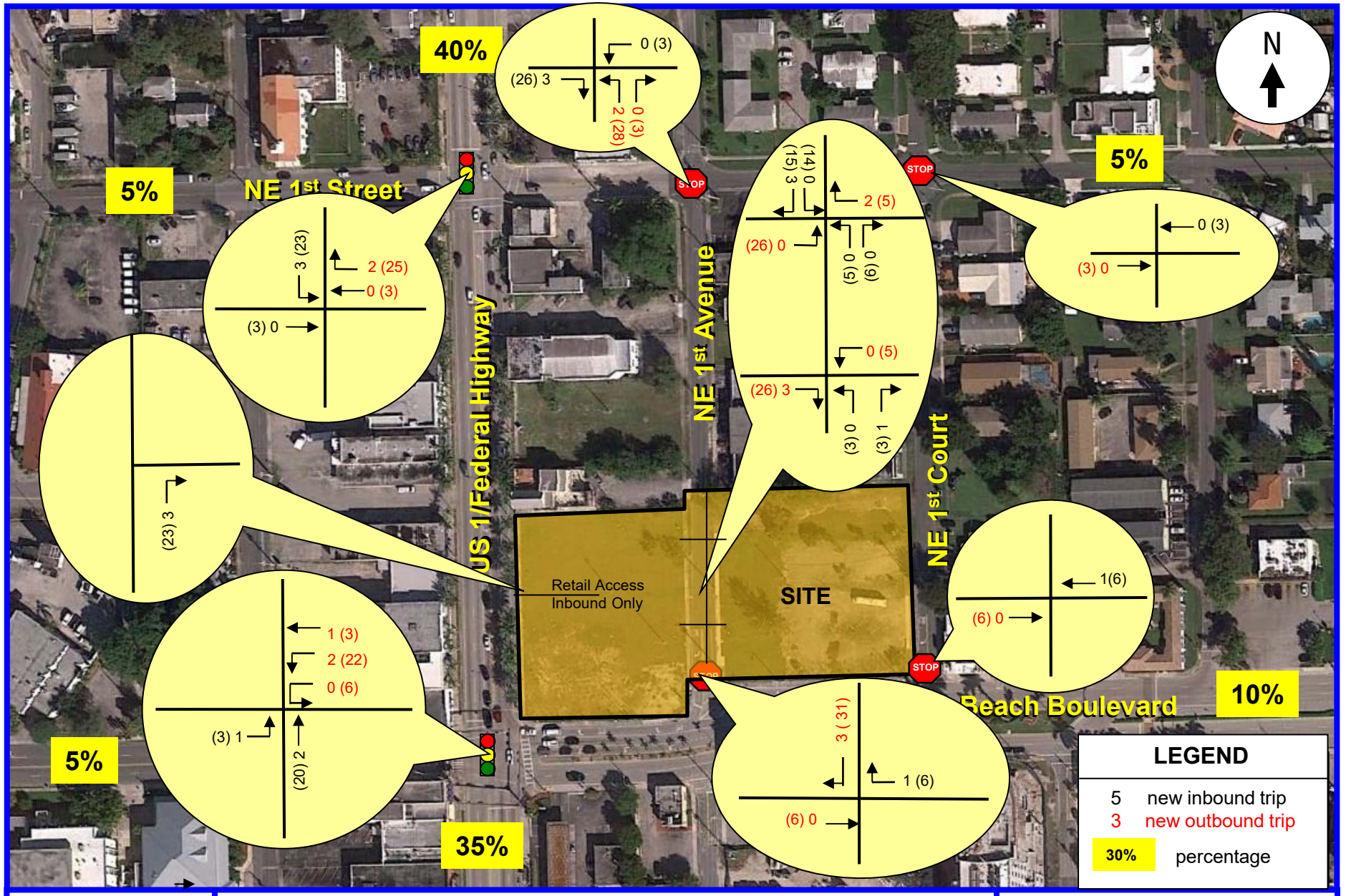
FIGURE 4B
Tru by Hilton
Dania Beach, Florida



Traf Tech
ENGINEERING, INC.

NEW PROJECT TRAFFIC ASSIGNMENT - RESIDENTIAL
Weekday New Peak Hour Trips AM & (PM)

FIGURE 4A
Trion at Dania Beach
Dania Beach, Florida



Traf Tech
ENGINEERING, INC.

NEW PROJECT TRAFFIC ASSIGNMENT - RETAIL
Weekday New Peak Hour Trips AM & (PM)

FIGURE 4B
Trion at Dania Beach
Dania Beach, Florida

ATTACHMENT E

Future Driveway Volume Development

FUTURE TURNING MOVEMENT VOLUME ANALYSIS

E. Dania Beach Boulevard and Gulfstream Road
AM Peak Hour

Description	Northbound			Gulfstream Road Southbound			E. Dania Beach Blvd Eastbound			E. Dania Beach Blvd Westbound		
	Left	Through	Right	Left	Through	Right	Left	Through	Right	U-Turn	Through	Right
Existing Traffic (6/28/2022)				28		42	56	531		1	533	18
Peak Season Conversion Factor	1.2	1.2	1.2	1.2	1.2	1.2	1.2	1.2	1.2	1.2	1.2	1.2
2022 Peak Season Traffic	0	0	0	34	0	50	67	637	0	1	640	22
Annual Growth Rate	3.51%	3.51%	3.51%	3.51%	3.51%	3.51%	3.51%	3.51%	3.51%	3.51%	3.51%	3.51%
Committed Development												
Tru Hilton								16			3	
Trion Residential								12			4	
Trion Retail								0			1	
2025 Background Traffic	0	0	0	37	0	56	75	735	0	1	717	24
New Project Trips								21		17	67	
2025 Total Traffic	**0**	**0**	**0**	**37**	**0**	**56**	**75**	**756**	**0**	**18**	**784**	**24**

FUTURE TURNING MOVEMENT VOLUME ANALYSIS

E. Dania Beach Boulevard and Gulfstream Road
PM Peak Hour

Description	Northbound			Gulfstream Road Southbound			E. Dania Beach Blvd Eastbound			E. Dania Beach Blvd Westbound		
	Left	Through	Right	Left	Through	Right	Left	Through	Right	U-Turn	Through	Right
Existing Traffic (6/28/2022)				34		89	105	677		1	890	29
Peak Season Conversion Factor	1.2	1.2	1.2	1.2	1.2	1.2	1.2	1.2	1.2	1.2	1.2	1.2
2022 Peak Season Traffic	0	0	0	41	0	107	126	812	0	1	1,068	35
Annual Growth Rate	3.51%	3.51%	3.51%	3.51%	3.51%	3.51%	3.51%	3.51%	3.51%	3.51%	3.51%	3.51%
Committed Development												
Tru Hilton								20			4	
Trion Residential								7			12	
Trion Retail								6			6	
2025 Background Traffic	0	0	0	45	0	118	140	934	0	1	1,206	39
New Project Trips								62		10	40	
2025 Total Traffic	**0**	**0**	**0**	**45**	**0**	**118**	**140**	**996**	**0**	**11**	**1,246**	**39**

FUTURE TURNING MOVEMENT VOLUME ANALYSIS

E. Dania Beach Boulevard and Project Driveway
AM Peak Hour

Description	Northbound			Project Driveway Southbound			E. Dania Beach Blvd Eastbound			E. Dania Beach Blvd Westbound		
	Left	Through	Right	Left	Through	Right	Left	Through	Right	U-Turn	Through	Right
Existing Traffic (6/28/2022)								559			552	
Peak Season Conversion Factor	1.2	1.2	1.2	1.2	1.2	1.2	1.2	1.2	1.2	1.2	1.2	1.2
2022 Peak Season Traffic	0	0	0	0	0	0	0	671	0	0	662	0
Annual Growth Rate	3.51%	3.51%	3.51%	3.51%	3.51%	3.51%	3.51%	3.51%	3.51%	3.51%	3.51%	3.51%
Committed Development												
Tru Hilton								16			3	
Trion Residential								12			4	
Trion Retail								0			1	
2025 Background Traffic	0	0	0	0	0	0	0	772	0	0	743	0
New Project Trips						84						26
2025 Total Traffic	**0**	**0**	**0**	**0**	**0**	**84**	**0**	**772**	**0**	**0**	**743**	**26**

FUTURE TURNING MOVEMENT VOLUME ANALYSIS

E. Dania Beach Boulevard and Project Driveway
PM Peak Hour

Description	Northbound			Project Driveway Southbound			E. Dania Beach Blvd Eastbound			E. Dania Beach Blvd Westbound		
	Left	Through	Right	Left	Through	Right	Left	Through	Right	U-Turn	Through	Right
Existing Traffic (6/28/2022)								711			920	
Peak Season Conversion Factor	1.2	1.2	1.2	1.2	1.2	1.2	1.2	1.2	1.2	1.2	1.2	1.2
2022 Peak Season Traffic	0	0	0	0	0	0	0	853	0	0	1,104	0
Annual Growth Rate	3.51%	3.51%	3.51%	3.51%	3.51%	3.51%	3.51%	3.51%	3.51%	3.51%	3.51%	3.51%
Committed Development												
Tru Hilton								20			4	
Trion Residential								7			12	
Trion Retail								6			6	
2025 Background Traffic	0	0	0	0	0	0	0	979	0	0	1,246	0
New Project Trips						50						78
2025 Total Traffic	**0**	**0**	**0**	**0**	**0**	**50**	**0**	**979**	**0**	**0**	**1,246**	**78**

FUTURE TURNING MOVEMENT VOLUME ANALYSIS

E. Dania Beach Boulevard and Median Opening
AM Peak Hour

Description	Northbound			Southbound			E. Dania Beach Blvd Eastbound			E. Dania Beach Blvd Westbound		
	Left	Through	Right	Left	Through	Right	U-Turn	Through	Right	U-Turn	Through	Right
Existing Traffic (6/28/2022)								559			552	
Peak Season Conversion Factor	1.2	1.2	1.2	1.2	1.2	1.2	1.2	1.2	1.2	1.2	1.2	1.2
2022 Peak Season Traffic	0	0	0	0	0	0	0	671	0	0	662	0
Annual Growth Rate	3.51%	3.51%	3.51%	3.51%	3.51%	3.51%	3.51%	3.51%	3.51%	3.51%	3.51%	3.51%
Committed Development												
Tru Hilton								16			3	
Trion Residential								12			4	
Trion Retail								0			1	
2025 Background Traffic	0	0	0	0	0	0	0	772	0	0	743	0
New Project Trips							21	17			5	
2025 Total Traffic	**0**	**0**	**0**	**0**	**0**	**0**	**21**	**789**	**0**	**0**	**748**	**0**

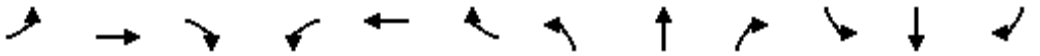
FUTURE TURNING MOVEMENT VOLUME ANALYSIS

E. Dania Beach Boulevard and Median Opening
PM Peak Hour

Description	Northbound			Southbound			E. Dania Beach Blvd Eastbound			E. Dania Beach Blvd Westbound		
	Left	Through	Right	Left	Through	Right	U-Turn	Through	Right	U-Turn	Through	Right
Existing Traffic (6/28/2022)								711			920	
Peak Season Conversion Factor	1.2	1.2	1.2	1.2	1.2	1.2	1.2	1.2	1.2	1.2	1.2	1.2
2022 Peak Season Traffic	0	0	0	0	0	0	0	853	0	0	1,104	0
Annual Growth Rate	3.51%	3.51%	3.51%	3.51%	3.51%	3.51%	3.51%	3.51%	3.51%	3.51%	3.51%	3.51%
Committed Development												
Tru Hilton								20			4	
Trion Residential								7			12	
Trion Retail								6			6	
2025 Background Traffic	0	0	0	0	0	0	0	979	0	0	1,246	0
New Project Trips							62	10			16	
2025 Total Traffic	**0**	**0**	**0**	**0**	**0**	**0**	**62**	**989**	**0**	**0**	**1,262**	**0**

ATTACHMENT F

Driveway Analyses - SYNCHRO



Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	67	637	0	1	640	0	0	0	0	34	0	50
Future Volume (vph)	67	637	0	1	640	0	0	0	0	34	0	50
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)	165		0	235		0	0		0	0		0
Storage Lanes	1		0	1		0	0		0	0		0
Taper Length (ft)	25			25			25			25		
Lane Util. Factor	1.00	0.95	1.00	1.00	0.95	0.95	1.00	1.00	1.00	1.00	1.00	1.00
Frt											0.920	
Flt Protected	0.950			0.950							0.980	
Satd. Flow (prot)	1770	3539	0	1770	3539	0	0	0	0	0	1679	0
Flt Permitted	0.950			0.950							0.980	
Satd. Flow (perm)	1770	3539	0	1770	3539	0	0	0	0	0	1679	0
Link Speed (mph)		30			30			30			30	
Link Distance (ft)		387			480			240			398	
Travel Time (s)		8.8			10.9			5.5			9.0	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	73	692	0	1	696	0	0	0	0	37	0	54
Shared Lane Traffic (%)												
Lane Group Flow (vph)	73	692	0	1	696	0	0	0	0	0	91	0
Enter Blocked Intersection	No	No	No	No	No	No	No	No	No	No	No	No
Lane Alignment	Left	Left	Right	Left	Left	Right	Left	Left	Right	Left	Left	Right
Median Width(ft)		12			12			0			0	
Link Offset(ft)		0			0			0			0	
Crosswalk Width(ft)		16			16			16			16	
Two way Left Turn Lane												
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15		9	15		9	15		9	15		9
Sign Control		Free			Free			Stop			Stop	

Intersection Summary			
Area Type:	Other		
Control Type: Unsignalized			
Intersection Capacity Utilization	36.4%	ICU Level of Service	A
Analysis Period (min)	15		

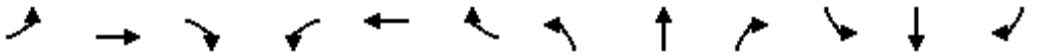
Intersection	
Int Delay, s/veh	1.8

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	67	637	0	1	640	0	0	0	0	34	0	50
Future Vol, veh/h	67	637	0	1	640	0	0	0	0	34	0	50
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	165	-	-	235	-	-	-	-	-	-	-	-
Veh in Median Storage,-#		0	-	-	0	-	-	16974	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	73	692	0	1	696	0	0	0	0	37	0	54

Major/Minor	Major1			Major2			Minor2		
Conflicting Flow All	696	0	-	692	0	0	1190	1536	348
Stage 1	-	-	-	-	-	-	698	698	-
Stage 2	-	-	-	-	-	-	492	838	-
Critical Hdwy	4.14	-	-	4.14	-	-	6.84	6.54	6.94
Critical Hdwy Stg 1	-	-	-	-	-	-	5.84	5.54	-
Critical Hdwy Stg 2	-	-	-	-	-	-	5.84	5.54	-
Follow-up Hdwy	2.22	-	-	2.22	-	-	3.52	4.02	3.32
Pot Cap-1 Maneuver	896	-	0	899	-	-	180	115	648
Stage 1	-	-	0	-	-	-	455	440	-
Stage 2	-	-	0	-	-	-	580	380	-
Platoon blocked, %		-			-	-			
Mov Cap-1 Maneuver	896	-	-	899	-	-	165	0	648
Mov Cap-2 Maneuver	-	-	-	-	-	-	165	0	-
Stage 1	-	-	-	-	-	-	418	0	-
Stage 2	-	-	-	-	-	-	579	0	-

Approach	EB	WB	SB
HCM Control Delay, s	0.9	0	22.4
HCM LOS			C

Minor Lane/Major Mvmt	EBL	EBT	WBL	WBT	WBR	SBLn1
Capacity (veh/h)	896	-	899	-	-	297
HCM Lane V/C Ratio	0.081	-	0.001	-	-	0.307
HCM Control Delay (s)	9.4	-	9	-	-	22.4
HCM Lane LOS	A	-	A	-	-	C
HCM 95th %tile Q(veh)	0.3	-	0	-	-	1.3



Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	75	735	0	1	717	24	0	0	0	37	0	56
Future Volume (vph)	75	735	0	1	717	24	0	0	0	37	0	56
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)	165		0	235		0	0		0	0		0
Storage Lanes	1		0	1		0	0		0	0		0
Taper Length (ft)	25			25			25			25		
Lane Util. Factor	1.00	0.95	1.00	1.00	0.95	0.95	1.00	1.00	1.00	1.00	1.00	1.00
Frt					0.995						0.918	
Flt Protected	0.950			0.950							0.981	
Satd. Flow (prot)	1770	3539	0	1770	3522	0	0	0	0	0	1678	0
Flt Permitted	0.950			0.950							0.981	
Satd. Flow (perm)	1770	3539	0	1770	3522	0	0	0	0	0	1678	0
Link Speed (mph)		30			30			30			30	
Link Distance (ft)		387			480			240			398	
Travel Time (s)		8.8			10.9			5.5			9.0	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	82	799	0	1	779	26	0	0	0	40	0	61
Shared Lane Traffic (%)												
Lane Group Flow (vph)	82	799	0	1	805	0	0	0	0	0	101	0
Enter Blocked Intersection	No	No	No	No	No	No	No	No	No	No	No	No
Lane Alignment	Left	Left	Right	Left	Left	Right	Left	Left	Right	Left	Left	Right
Median Width(ft)		12			12			0			0	
Link Offset(ft)		0			0			0			0	
Crosswalk Width(ft)		16			16			16			16	
Two way Left Turn Lane												
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15		9	15		9	15		9	15		9
Sign Control		Free			Free			Stop			Stop	

Intersection Summary			
Area Type:	Other		
Control Type: Unsignalized			
Intersection Capacity Utilization	40.2%	ICU Level of Service	A
Analysis Period (min)	15		

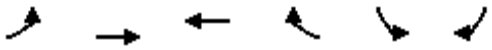
Intersection	
Int Delay, s/veh	2.2

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	75	735	0	1	717	24	0	0	0	37	0	56
Future Vol, veh/h	75	735	0	1	717	24	0	0	0	37	0	56
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	165	-	-	235	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	16974	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	82	799	0	1	779	26	0	0	0	40	0	61

Major/Minor	Major1			Major2			Minor2		
Conflicting Flow All	805	0	-	799	0	0	1358	1757	403
Stage 1	-	-	-	-	-	-	794	794	-
Stage 2	-	-	-	-	-	-	564	963	-
Critical Hdwy	4.14	-	-	4.14	-	-	6.84	6.54	6.94
Critical Hdwy Stg 1	-	-	-	-	-	-	5.84	5.54	-
Critical Hdwy Stg 2	-	-	-	-	-	-	5.84	5.54	-
Follow-up Hdwy	2.22	-	-	2.22	-	-	3.52	4.02	3.32
Pot Cap-1 Maneuver	815	-	0	819	-	-	140	84	597
Stage 1	-	-	0	-	-	-	406	398	-
Stage 2	-	-	0	-	-	-	533	332	-
Platoon blocked, %		-			-	-			
Mov Cap-1 Maneuver	815	-	-	819	-	-	126	0	597
Mov Cap-2 Maneuver	-	-	-	-	-	-	126	0	-
Stage 1	-	-	-	-	-	-	365	0	-
Stage 2	-	-	-	-	-	-	532	0	-

Approach	EB	WB	SB
HCM Control Delay, s	0.9	0	30.5
HCM LOS			D

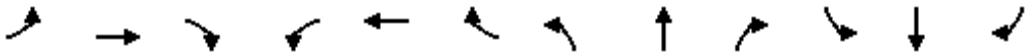
Minor Lane/Major Mvmt	EBL	EBT	WBL	WBT	WBR	SBLn1
Capacity (veh/h)	815	-	819	-	-	240
HCM Lane V/C Ratio	0.1	-	0.001	-	-	0.421
HCM Control Delay (s)	9.9	-	9.4	-	-	30.5
HCM Lane LOS	A	-	A	-	-	D
HCM 95th %tile Q(veh)	0.3	-	0	-	-	2



Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations		↑↑	↑↑	↱		↱
Traffic Volume (veh/h)	0	772	743	26	0	84
Future Volume (Veh/h)	0	772	743	26	0	84
Sign Control		Free	Free		Stop	
Grade		0%	0%		0%	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph)	0	839	808	28	0	91
Pedestrians						
Lane Width (ft)						
Walking Speed (ft/s)						
Percent Blockage						
Right turn flare (veh)						
Median type		None	None			
Median storage veh)						
Upstream signal (ft)						
pX, platoon unblocked						
vC, conflicting volume	836				1228	404
vC1, stage 1 conf vol						
vC2, stage 2 conf vol						
vCu, unblocked vol	836				1228	404
tC, single (s)	4.1				6.8	6.9
tC, 2 stage (s)						
tF (s)	2.2				3.5	3.3
p0 queue free %	100				100	85
cM capacity (veh/h)	794				171	596

Direction, Lane #	EB 1	EB 2	WB 1	WB 2	WB 3	SB 1
Volume Total	420	420	404	404	28	91
Volume Left	0	0	0	0	0	0
Volume Right	0	0	0	0	28	91
cSH	1700	1700	1700	1700	1700	596
Volume to Capacity	0.25	0.25	0.24	0.24	0.02	0.15
Queue Length 95th (ft)	0	0	0	0	0	13
Control Delay (s)	0.0	0.0	0.0	0.0	0.0	12.1
Lane LOS						B
Approach Delay (s)	0.0		0.0			12.1
Approach LOS						B

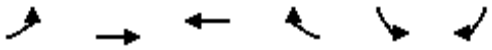
Intersection Summary			
Average Delay	0.6		
Intersection Capacity Utilization	32.4%	ICU Level of Service	A
Analysis Period (min)	15		



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	75	756	0	18	784	24	0	0	0	37	0	56
Future Volume (Veh/h)	75	756	0	18	784	24	0	0	0	37	0	56
Sign Control		Free			Free			Stop			Stop	
Grade		0%			0%			0%			0%	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph)	82	822	0	20	852	26	0	0	0	40	0	61
Pedestrians												
Lane Width (ft)												
Walking Speed (ft/s)												
Percent Blockage												
Right turn flare (veh)												
Median type		None			None							
Median storage veh)												
Upstream signal (ft)												
pX, platoon unblocked												
vC, conflicting volume	878			822			1513	1904	411	1480	1891	439
vC1, stage 1 conf vol												
vC2, stage 2 conf vol												
vCu, unblocked vol	878			822			1513	1904	411	1480	1891	439
tC, single (s)	4.1			4.1			7.5	6.5	6.9	7.5	6.5	6.9
tC, 2 stage (s)												
tF (s)	2.2			2.2			3.5	4.0	3.3	3.5	4.0	3.3
p0 queue free %	89			98			100	100	100	49	100	89
cM capacity (veh/h)	765			803			66	59	590	79	60	566

Direction, Lane #	EB 1	EB 2	EB 3	WB 1	WB 2	WB 3	SB 1
Volume Total	82	411	411	20	568	310	101
Volume Left	82	0	0	20	0	0	40
Volume Right	0	0	0	0	0	26	61
cSH	765	1700	1700	803	1700	1700	164
Volume to Capacity	0.11	0.24	0.24	0.02	0.33	0.18	0.62
Queue Length 95th (ft)	9	0	0	2	0	0	84
Control Delay (s)	10.3	0.0	0.0	9.6	0.0	0.0	57.2
Lane LOS	B			A			F
Approach Delay (s)	0.9			0.2			57.2
Approach LOS							F

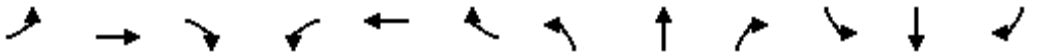
Intersection Summary				
Average Delay	3.6			
Intersection Capacity Utilization	42.1%	ICU Level of Service		A
Analysis Period (min)	15			



Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Volume (veh/h)	21	789	748	0	0	0
Future Volume (Veh/h)	21	789	748	0	0	0
Sign Control		Free	Free		Stop	
Grade		0%	0%		0%	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph)	23	858	813	0	0	0
Pedestrians						
Lane Width (ft)						
Walking Speed (ft/s)						
Percent Blockage						
Right turn flare (veh)						
Median type		None	None			
Median storage veh)						
Upstream signal (ft)						
pX, platoon unblocked						
vC, conflicting volume	813				1288	406
vC1, stage 1 conf vol						
vC2, stage 2 conf vol						
vCu, unblocked vol	813				1288	406
tC, single (s)	4.1				6.8	6.9
tC, 2 stage (s)						
tF (s)	2.2				3.5	3.3
p0 queue free %	97				100	100
cM capacity (veh/h)	810				151	594

Direction, Lane #	EB 1	EB 2	EB 3	WB 1	WB 2
Volume Total	23	429	429	406	406
Volume Left	23	0	0	0	0
Volume Right	0	0	0	0	0
cSH	810	1700	1700	1700	1700
Volume to Capacity	0.03	0.25	0.25	0.24	0.24
Queue Length 95th (ft)	2	0	0	0	0
Control Delay (s)	9.6	0.0	0.0	0.0	0.0
Lane LOS	A				
Approach Delay (s)	0.3			0.0	
Approach LOS					

Intersection Summary			
Average Delay	0.1		
Intersection Capacity Utilization	25.1%	ICU Level of Service	A
Analysis Period (min)	15		



Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	126	812	0	1	1068	35	0	0	0	41	0	107
Future Volume (vph)	126	812	0	1	1068	35	0	0	0	41	0	107
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)	165		0	235		0	0		0	0		0
Storage Lanes	1		0	1		0	0		0	0		0
Taper Length (ft)	25			25			25			25		
Lane Util. Factor	1.00	0.95	1.00	1.00	0.95	0.95	1.00	1.00	1.00	1.00	1.00	1.00
Frt					0.995						0.903	
Flt Protected	0.950			0.950							0.986	
Satd. Flow (prot)	1770	3539	0	1770	3522	0	0	0	0	0	1659	0
Flt Permitted	0.950			0.950							0.986	
Satd. Flow (perm)	1770	3539	0	1770	3522	0	0	0	0	0	1659	0
Link Speed (mph)		30			30			30			30	
Link Distance (ft)		387			480			240			398	
Travel Time (s)		8.8			10.9			5.5			9.0	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	137	883	0	1	1161	38	0	0	0	45	0	116
Shared Lane Traffic (%)												
Lane Group Flow (vph)	137	883	0	1	1199	0	0	0	0	0	161	0
Enter Blocked Intersection	No	No	No	No	No	No	No	No	No	No	No	No
Lane Alignment	Left	Left	Right	Left	Left	Right	Left	Left	Right	Left	Left	Right
Median Width(ft)		12			12			0			0	
Link Offset(ft)		0			0			0			0	
Crosswalk Width(ft)		16			16			16			16	
Two way Left Turn Lane												
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15		9	15		9	15		9	15		9
Sign Control		Free			Free			Stop			Stop	

Intersection Summary			
Area Type:	Other		
Control Type: Unsignalized			
Intersection Capacity Utilization	56.5%	ICU Level of Service	B
Analysis Period (min)	15		

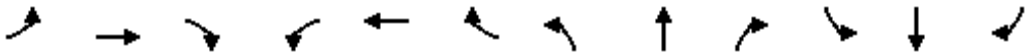
Intersection	
Int Delay, s/veh	15.5

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	126	812	0	1	1068	35	0	0	0	41	0	107
Future Vol, veh/h	126	812	0	1	1068	35	0	0	0	41	0	107
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	165	-	-	235	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	16974	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	137	883	0	1	1161	38	0	0	0	45	0	116

Major/Minor	Major1			Major2			Minor2		
Conflicting Flow All	1199	0	-	883	0	0	1898	2339	600
Stage 1	-	-	-	-	-	-	1182	1182	-
Stage 2	-	-	-	-	-	-	716	1157	-
Critical Hdwy	4.14	-	-	4.14	-	-	6.84	6.54	6.94
Critical Hdwy Stg 1	-	-	-	-	-	-	5.84	5.54	-
Critical Hdwy Stg 2	-	-	-	-	-	-	5.84	5.54	-
Follow-up Hdwy	2.22	-	-	2.22	-	-	3.52	4.02	3.32
Pot Cap-1 Maneuver	578	-	0	762	-	-	61	36	444
Stage 1	-	-	0	-	-	-	254	262	-
Stage 2	-	-	0	-	-	-	445	269	-
Platoon blocked, %		-			-	-			
Mov Cap-1 Maneuver	578	-	-	762	-	-	46	0	444
Mov Cap-2 Maneuver	-	-	-	-	-	-	46	0	-
Stage 1	-	-	-	-	-	-	194	0	-
Stage 2	-	-	-	-	-	-	445	0	-

Approach	EB	WB	SB
HCM Control Delay, s	1.8	0	217.3
HCM LOS			F

Minor Lane/Major Mvmt	EBL	EBT	WBL	WBT	WBR	SBLn1
Capacity (veh/h)	578	-	762	-	-	131
HCM Lane V/C Ratio	0.237	-	0.001	-	-	1.228
HCM Control Delay (s)	13.2	-	9.7	-	-	217.3
HCM Lane LOS	B	-	A	-	-	F
HCM 95th %tile Q(veh)	0.9	-	0	-	-	9.9



Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	140	934	0	1	1206	39	0	0	0	45	0	118
Future Volume (vph)	140	934	0	1	1206	39	0	0	0	45	0	118
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)	165		0	235		0	0		0	0		0
Storage Lanes	1		0	1		0	0		0	0		0
Taper Length (ft)	25			25			25			25		
Lane Util. Factor	1.00	0.95	1.00	1.00	0.95	0.95	1.00	1.00	1.00	1.00	1.00	1.00
Frt					0.995						0.902	
Flt Protected	0.950			0.950							0.986	
Satd. Flow (prot)	1770	3539	0	1770	3522	0	0	0	0	0	1657	0
Flt Permitted	0.950			0.950							0.986	
Satd. Flow (perm)	1770	3539	0	1770	3522	0	0	0	0	0	1657	0
Link Speed (mph)		30			30			30			30	
Link Distance (ft)		387			480			240			398	
Travel Time (s)		8.8			10.9			5.5			9.0	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	152	1015	0	1	1311	42	0	0	0	49	0	128
Shared Lane Traffic (%)												
Lane Group Flow (vph)	152	1015	0	1	1353	0	0	0	0	0	177	0
Enter Blocked Intersection	No	No	No	No	No	No	No	No	No	No	No	No
Lane Alignment	Left	Left	Right	Left	Left	Right	Left	Left	Right	Left	Left	Right
Median Width(ft)		12			12			0			0	
Link Offset(ft)		0			0			0			0	
Crosswalk Width(ft)		16			16			16			16	
Two way Left Turn Lane												
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15		9	15		9	15		9	15		9
Sign Control		Free			Free			Stop			Stop	

Intersection Summary			
Area Type:	Other		
Control Type: Unsignalized			
Intersection Capacity Utilization	62.1%	ICU Level of Service	B
Analysis Period (min)	15		

Intersection	
Int Delay, s/veh	38.4

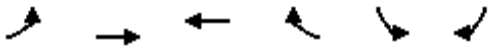
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	140	934	0	1	1206	39	0	0	0	45	0	118
Future Vol, veh/h	140	934	0	1	1206	39	0	0	0	45	0	118
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	165	-	-	235	-	-	-	-	-	-	-	-
Veh in Median Storage,-#		0	-	-	0	-	-	16974	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	152	1015	0	1	1311	42	0	0	0	49	0	128

Major/Minor	Major1			Major2			Minor2		
Conflicting Flow All	1353	0	-	1015	0	0	2146	2653	677
Stage 1	-	-	-	-	-	-	1334	1334	-
Stage 2	-	-	-	-	-	-	812	1319	-
Critical Hdwy	4.14	-	-	4.14	-	-	6.84	6.54	6.94
Critical Hdwy Stg 1	-	-	-	-	-	-	5.84	5.54	-
Critical Hdwy Stg 2	-	-	-	-	-	-	5.84	5.54	-
Follow-up Hdwy	2.22	-	-	2.22	-	-	3.52	4.02	3.32
Pot Cap-1 Maneuver	504	-	0	679	-	-	~ 41	23	395
Stage 1	-	-	0	-	-	-	210	221	-
Stage 2	-	-	0	-	-	-	397	225	-
Platoon blocked, %		-			-	-			
Mov Cap-1 Maneuver	504	-	-	679	-	-	~ 29	0	395
Mov Cap-2 Maneuver	-	-	-	-	-	-	~ 29	0	-
Stage 1	-	-	-	-	-	-	147	0	-
Stage 2	-	-	-	-	-	-	397	0	-

Approach	EB	WB	SB
HCM Control Delay, s	2	0	$ 572.3
HCM LOS			F

Minor Lane/Major Mvmt	EBL	EBT	WBL	WBT	WBR	SBLn1
Capacity (veh/h)	504	-	679	-	-	88
HCM Lane V/C Ratio	0.302	-	0.002	-	-	2.013
HCM Control Delay (s)	15.2	-	10.3	-	-	$ 572.3
HCM Lane LOS	C	-	B	-	-	F
HCM 95th %tile Q(veh)	1.3	-	0	-	-	15.4

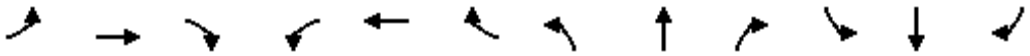
Notes			
~: Volume exceeds capacity	$: Delay exceeds 300s	+: Computation Not Defined	*: All major volume in platoon



Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Volume (veh/h)	0	979	1246	78	0	50
Future Volume (Veh/h)	0	979	1246	78	0	50
Sign Control		Free	Free		Stop	
Grade		0%	0%		0%	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph)	0	1064	1354	85	0	54
Pedestrians						
Lane Width (ft)						
Walking Speed (ft/s)						
Percent Blockage						
Right turn flare (veh)						
Median type		None	None			
Median storage veh)						
Upstream signal (ft)						
pX, platoon unblocked						
vC, conflicting volume	1439				1886	677
vC1, stage 1 conf vol						
vC2, stage 2 conf vol						
vCu, unblocked vol	1439				1886	677
tC, single (s)	4.1				6.8	6.9
tC, 2 stage (s)						
tF (s)	2.2				3.5	3.3
p0 queue free %	100				100	86
cM capacity (veh/h)	468				62	395

Direction, Lane #	EB 1	EB 2	WB 1	WB 2	WB 3	SB 1
Volume Total	532	532	677	677	85	54
Volume Left	0	0	0	0	0	0
Volume Right	0	0	0	0	85	54
cSH	1700	1700	1700	1700	1700	395
Volume to Capacity	0.31	0.31	0.40	0.40	0.05	0.14
Queue Length 95th (ft)	0	0	0	0	0	12
Control Delay (s)	0.0	0.0	0.0	0.0	0.0	15.5
Lane LOS						C
Approach Delay (s)	0.0		0.0			15.5
Approach LOS						C

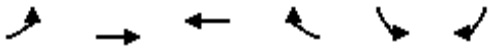
Intersection Summary			
Average Delay	0.3		
Intersection Capacity Utilization	44.4%	ICU Level of Service	A
Analysis Period (min)	15		



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	140	996	0	11	1246	39	0	0	0	45	0	118
Future Volume (Veh/h)	140	996	0	11	1246	39	0	0	0	45	0	118
Sign Control		Free			Free			Stop			Stop	
Grade		0%			0%			0%			0%	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph)	152	1083	0	12	1354	42	0	0	0	49	0	128
Pedestrians												
Lane Width (ft)												
Walking Speed (ft/s)												
Percent Blockage												
Right turn flare (veh)												
Median type		None			None							
Median storage veh)												
Upstream signal (ft)												
pX, platoon unblocked												
vC, conflicting volume	1396			1083			2216	2807	542	2244	2786	698
vC1, stage 1 conf vol												
vC2, stage 2 conf vol												
vCu, unblocked vol	1396			1083			2216	2807	542	2244	2786	698
tC, single (s)	4.1			4.1			7.5	6.5	6.9	7.5	6.5	6.9
tC, 2 stage (s)												
tF (s)	2.2			2.2			3.5	4.0	3.3	3.5	4.0	3.3
p0 queue free %	69			98			100	100	100	0	100	67
cM capacity (veh/h)	486			640			12	12	485	17	12	383

Direction, Lane #	EB 1	EB 2	EB 3	WB 1	WB 2	WB 3	SB 1
Volume Total	152	542	542	12	903	493	177
Volume Left	152	0	0	12	0	0	49
Volume Right	0	0	0	0	0	42	128
cSH	486	1700	1700	640	1700	1700	55
Volume to Capacity	0.31	0.32	0.32	0.02	0.53	0.29	3.19
Queue Length 95th (ft)	33	0	0	1	0	0	Err
Control Delay (s)	15.8	0.0	0.0	10.7	0.0	0.0	Err
Lane LOS	C			B			F
Approach Delay (s)	1.9			0.1			Err
Approach LOS							F

Intersection Summary				
Average Delay	628.5			
Intersection Capacity Utilization	63.2%	ICU Level of Service	B	
Analysis Period (min)	15			



Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Volume (veh/h)	62	989	1262	0	0	0
Future Volume (Veh/h)	62	989	1262	0	0	0
Sign Control		Free	Free		Stop	
Grade		0%	0%		0%	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph)	67	1075	1372	0	0	0
Pedestrians						
Lane Width (ft)						
Walking Speed (ft/s)						
Percent Blockage						
Right turn flare (veh)						
Median type		None	None			
Median storage veh)						
Upstream signal (ft)						
pX, platoon unblocked						
vC, conflicting volume	1372				2044	686
vC1, stage 1 conf vol						
vC2, stage 2 conf vol						
vCu, unblocked vol	1372				2044	686
tC, single (s)	4.1				6.8	6.9
tC, 2 stage (s)						
tF (s)	2.2				3.5	3.3
p0 queue free %	86				100	100
cM capacity (veh/h)	496				42	390

Direction, Lane #	EB 1	EB 2	EB 3	WB 1	WB 2
Volume Total	67	538	538	686	686
Volume Left	67	0	0	0	0
Volume Right	0	0	0	0	0
cSH	496	1700	1700	1700	1700
Volume to Capacity	0.14	0.32	0.32	0.40	0.40
Queue Length 95th (ft)	12	0	0	0	0
Control Delay (s)	13.4	0.0	0.0	0.0	0.0
Lane LOS	B				
Approach Delay (s)	0.8			0.0	
Approach LOS					

Intersection Summary			
Average Delay	0.4		
Intersection Capacity Utilization	45.0%	ICU Level of Service	A
Analysis Period (min)	15		

ATTACHMENT G

FDOT Pre-App Letter

Florida Department of Transportation

RON DESANTIS
GOVERNOR

3400 West Commercial Boulevard
Fort Lauderdale, FL 33309

KEVIN J. THIBAULT
SECRETARY

February 10, 2022

THIS PRE-APPLICATION LETTER IS VALID UNTIL – February 10, 2023
THIS LETTER IS NOT A PERMIT APPROVAL

Joaquin E. Vargas, P.E.
Traf Tech Engineering, Inc.
8400 N University Drive, Suite 309
Tamarac, Florida 33321

Dear Joaquin E. Vargas, P.E.:
RE: Pre-application Review for **Category D Driveway,** Pre-application Meeting Date: **February 10, 2022**
Broward County - Dania Beach; SR A1A; Sec. # 86030000; MP: 6.60; Access Class - 5;
Posted Speed - 40; SIS - No; Ref. Project: FM 441733.1-Larry Hymowitz-URBAN CORRIDOR PLANNING

Request:
- **Right-in/right-out on north side of SR A1A /Dania Beach Boulevard approximately 200 feet west of the east property line.**
- **Emergency only access on north side of SR A1A /Dania Beach Boulevard approximately 20 feet west of the east property line.**

SITE SPECIFIC INFORMATION
Project Name & Address: **Parkview – Dania Beach Blvd approximately 850 feet E of Gulfstream Dr.**
Property Owner: **Frank C. Adler, Liv Tr II**; Parcel Size: **4.5 Acres**
Development Size: **355 Dwelling Units High Rise Multi-Family Residential**

WE APPROVE YOUR REQUEST

This decision is based on your presentation of the facts, site plan and survey - please see the conditions and comments below. You may choose to review this concept further with the District Access Management Review Committee (AMRC).

Conditions:
- **A minimum driveway length of 50 feet, as measured from the ultimate right-of-way line to the first conflict point shall be provided.**
- **If a gate is proposed, a minimum driveway length of 100 feet and a turnaround area before the gate are required.**
- **A right turn lane is required and shall meet the minimum requirements in the Florida Design Manual (FDM) and shall provide space for a buffered bicycle lane.**
- **The emergency only access shall not be paved; it shall be stabilized grass and gated.**
- **All roadway features such as sidewalks shall be within FDOT right of way.**

Comments:
- All driveways not approved in this letter must be fully removed and the area restored.
- A Drainage Permit is required for any stormwater impacts within FDOT right-of-way (i.e. increased runoff or reduction of existing storage).
- The applicant shall donate property to the Department if right-of-way dedication is required to implement the improvements.
- Dimensions between driveways are measured from the near edge of pavement to near edge of pavement and for median openings are measured from centerline to centerline unless otherwise indicated.

The purpose of this Pre-Application letter is to document the conceptual review of the approximate location of driveway(s) to the State Highway System and to note required improvements, if any. This letter shall be submitted with any further reviews and for permitting. The Department's personnel shall review permit plans for compliance with this letter as well as current Department standards and/or specifications. Final design must consider the existing roadway profile and any impacts to the existing drainage system. **Note, this letter does not guarantee permit approval**. The permit may be denied based on the review of the submitted engineering plans. Be aware that any approved median openings may be modified (or closed) in the future, at the sole discretion of the Department. For right-of-way dedication requirements go to: https://osp.fdot.gov; click on Statewide Permit News; Scroll down to District 4; Scroll down to Additional Information and Examples and choose Right-of-way Donations/Dedications.
Please contact the Access Management Manager - Tel. # 954-777-4363 or e-mail: D4AccessManagement@dot.state.fl.us with any questions regarding the Pre-Approval Letter and Permits Office - Tel. # 954-777-4383 with any questions regarding permits.

Sincerely,

Dalila Fernandez, P.E.
District Access Management Manager

cc: Jonathan Overton, P.E., Roger Lemieux
File: S:\Transportation Operations\Traffic Operations\Access Management\1. Pre-Apps and Variance\2022-02-10\11. 86030000 MP 6.6 SR A1A_Parkview\86030 MP 6.65 SR A1A_Parkview.docx

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Public Hearing

Continued from:

Requested Action (Identify appropriate Action or Motion)
Continue until the December 13, 2022 City Commission Meeting

Purchasing Requests ONLY		
Dept:	Acct #:	Amt:
Fund:		

Fiscal Impact/Cost Summary

Exhibits Attached
SP36-19 Hilton Embassy Suite Memo (Continued)

CITY OF DANIA BEACH
COMMUNITY DEVELOPMENT DEPARTMENT
MEMORANDUM

DATE: November 21, 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 *Eleanor Norena, CFM*
Corinne Lajoie, AICP, Assistant Director
Claudia Viviana Batista, Senior Manager *Claudia V. Batista*

SUBJECT: **SP-36-19/OT-13-20/OT-14-20/OT-15-20/VA-011-20/VA-012-20:**
The property owner, B & JCM Dania Plaza, LLC requests approval of a Site Plan, Design Variations and Variances to allow the construction of a 222-room hotel on the property at 233 N. Federal Hwy. (Item to be Continued)

Request:

SITE PLAN APPROVAL

The applicant is requesting Site Plan approval for the construction of a 222-room hotel, meeting and ballroom space and a full-service restaurant.

DESIGN VARIATIONS

1. BUILDING PLACEMENT
   Design Variation to waive the City Center (CC) District- building placement from 0' to 5' from the east property line, and 0' to 5' from the north property line to accommodate the building design features. In addition, 70 percent of the lot width must be on the Build to Line (BTL). The project design provides that 59.3 percent of the façade of the project meets this requirement. Last, upper story setbacks waiver needed to accommodate the design of the project (OT-013-20).

2. LANDSCAPING REGULATIONS
   Design Variation to waive the Landscaping Regulations (OT-014-20).

3. PRINCIPAL ARTERIAL COMMERCIAL DESIGN STANDARDS
   Design Variation to waive the roof overhangs. In addition, glazing appearance percentage on primary and secondary elevation (OT-015-20)

4. The CRA Redevelopment Plan contains certain landscape design criteria for Federal Highway. The project landscape plan provides an alternate design that is necessitated by the design of the project. The applicant is requesting a design variation to permit the proposed project plan.

VARIANCES

1. ATTENDANT/ VALET PARKING
   To allow 81 percent of the parking to be valet parking where a maximum of 10 percent parking is permitted per Code Sec. 265-120(A) of the Land Development Code (LDC).

2. STRUCTURED PARKING FACILITIES
   To allow 14 percent of the ramp grade in order to accommodate some parking beneath the ramp where 12 percent ramp grade is required per Code Sec. 265-140(D) of the Land Development Code (LDC).

PUBLIC HEARING NOTICE

This item was duly advertised, posted and noticed pursuant to Article 610 of the LDC.

Background

The subject property is a 1.20 acres parcel located south of NW 3rd St, between NW 1 Ave and west of N. Federal Hwy. The property used to be the Dania Plaza motel, which is being demolished to allow the proposed development. Approval of the requested site plan would allow the development of 222 rooms, meeting and ballroom space and a full-service restaurant hotel.

Budgetary Impact

Approval of this request will enable continued residential development to occur.

Recommendation

Staff recommends this item be continued to the December 13, 2022, City Commission meeting.

CITY OF DANIA BEACH
OFFICE OF THE CITY CLERK

MEMORANDUM

DATE: November 21, 2022

TO: Honorable Mayor and Commissioners

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

BY: Thomas Schneider, City Clerk

RE: 2023 City Commission Meeting Dates

Request

Attached for your review and approval are the City Commission meeting dates for 2023.

Background

As you are aware, the City Commission meetings are the second and fourth Tuesday of every month.

There are four major holidays that impact City Commission meeting dates in 2023, as follows:

City Commission Meeting Date	Holidays
April 11, 2023	Passover – Thursday, April 6 to Thursday, April 13, 2023
November 28, 2023	Thanksgiving Holiday – Thursday-Friday, November 23-24, 2023
December 12, 2023	Hanukkah – Friday, December 8 to Friday, December 15, 2023
December 26, 2023	Christmas Holiday – Friday, December 22 & Monday, December 25, 2023

Budgetary Impact

None

Recommendation

Review and approve City Commission meeting dates for 2023.

CITY OF DANIA BEACH
CITY COMMISSION MEETING DATES
JANUARY 2023 – DECEMBER 2023

City Commission Meeting Date Tuesday – 7:00 p.m.	**Holidays**
January 10, 2023	
January 24, 2023	
February 14, 2023	
February 28, 2023	
March 14, 2023	
March 28, 2023	
April 11, 2023	**Passover – Thursday, April 6 to Thursday, April 13, 2023**
April 25, 2023	
May 9, 2023	
May 23, 2023	
June 13, 2023	
June 27, 2023	
July 11, 2023	
July 25, 2023	
August 8, 2023	
August 22, 2023	
September 12, 2023	
September 26, 2023	
October 10, 2023	
October 24, 2023	
November 14, 2023	
November 28, 2023	**Thanksgiving Holiday – Thursday-Friday, November 23-24, 2023**
December 12, 2023	**Hanukkah – Friday, December 8 to Friday, December 15, 2023**
December 26, 2023	**Christmas Holiday – Friday, December 22 & Monday, December 25, 2023**

DRAFT

Calendar for Year 2023 (United States)

January

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July

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August

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September

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November

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December

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Holidays:

Jan 1	New Year's Day	Jun 19	Juneteenth	Nov 11	Veterans Day
Jan 2	'New Year's Day' day off	Jul 4	Independence Day	Nov 23	Thanksgiving Day
Jan 16	Martin Luther King Jr. Day	Sep 4	Labor Day	Dec 25	Christmas Day
Feb 20	Presidents' Day	Oct 9	Columbus Day		
May 29	Memorial Day	Nov 10	'Veterans Day' day off		

Calendar generated on www.timeanddate.com/calendar

EDUCATION ADVISORY BOARD
MEMBERSHIP
Tuesday, November 08, 2022

Name/Address Phone Number	Date Appointed	Term	Commission Appointment
Samantha Ellsworth 202 SW 4th Street Dania Beach, FL 33004 754-204-2163 spalacios111@hotmail.com	January 11, 2022	November 2020 through November 2024	Davis
Rev. Paul R. Wiggins 321 SE 3rd Street, #905 Dania Beach, FL 33004 954-927-6703 – Office 954-644-2648 – Cell pastorgreatermtzioname@aol.com	January 12, 2021	November 2020 through November 2024	James
Mary Jane Guerra 245 Southwest 5th Street Dania Beach, FL 33004 917-426-6636 mjguerra.education@gmail.com	November 9, 2021	November 2018 through November 2022	Odman
Amy Urdaneta 261 SW 4th Street Dania Beach, FL 33004 954-558-7408 amyurdanetadvm@gmail.com	January 28, 2020	November 2018 through November 2022	Lewellen
Anne Marie Williams Hornstein 406 SE 2nd Avenue Dania Beach, FL 33004 215-410-0341 annebonwil@aol.com	August 23, 2022	November 2020 through November 2024	Salvino

EDUCATION ADVISORY BOARD
MEMBERSHIP
Tuesday, November 08, 2022

Name/Address Phone Number	Date Appointed	Term	Commission Appointment
Principal Tracey Jackson 754-323-5150 tracy.jackson@browardschools.com Assistant Principal Maureen Keenan maureen.keenan@browardschools.com		February 2013 through	Ex-Officio Collins Elementary School
Principal Lewis Jackson 754-323-5350 lewis.jackson@browardschools.com		February 2013 through	Ex-Officio Dania Beach Elementary School
Principal Valerie Harris 754-323-3800 valerie.harris@browardschools.com		February 2013 through	Ex-Officio Olsen Middle School
Kenyatta McKie Assistant Principal, Olsen Middle School 5960 SW 24th Place, Apt. #302 Davie, FL 33314 954-548-1013 Kenyatta.McKie@browardschools.com	March 9, 2021	March 2021 through November 2024	Ad-Hoc

GREEN ADVISORY BOARD
MEMBERSHIP
Tuesday, November 08, 2022

Name/Address Phone Number	Date Appointed	Term	Commission Appointment
Charlene Hogan 233 SE 4th Street Dania Beach, FL 33004 954-802-1527 Chargator233@aol.com	February 9, 2021	November 2020 through November 2022	Odman
Joanna Granett 450 SE 7th Street, #251 Dania Beach, FL 33004 954-483-7055 jgranett1@gmail.com	February 8, 2022	November 2020 through November 2024	Davis
Alexis Guillen 4410 SW 26th Avenue Dania Beach, FL 33312 305-804-3309 alexis.guillen@miaminewtimes.com	May 25, 2021	November 2020 through November 2024	James
Ariana Perez 4513 SW 24th Avenue Dania Beach, FL 33312 954-328-9699 Ariana.perez4@yahoo.com	June 22, 2021	November 2020 through November 2024	Salvino
Laura Lombardo 1401 NW 10th Street, Apt. South Dania Beach, FL 33004 954-258-1985 Laurarosey17@gmail.com	January 14, 2020	November 2018 through November 2022	Lewellen

The Board Members shall have experience, expertise or training in the areas of energy demandside management, LEED or green building standards, renewable energy technologies or related fields.

MARINE ADVISORY BOARD
MEMBERSHIP
Tuesday, November 08, 2022

Name/Address Phone Number	Date Appointed	Term	Commission Appointment
Bryan Cunningham 180 E. Dania Beach Boulevard Apt. 701 Dania Beach, FL 33004 305-707-1131 businessbriefings@gmail.com	November 9, 2021 (appointment taken over from Mayor James on June 28, 2022)	November 2020 through November 2024	Salvino
Neil Kutchera P.O. Box 1181 Dania Beach, FL 33004 954-609-1800 neil.kutchera@gmail.com	May 11, 2021	November 2020 through November 2024	James
Clive Taylor 642 NE 3rd Street Dania Beach, FL 33004 954-923-4439 (Home) 954-830-8855 (Cell) cetriumph@aol.com	December 11, 2018	November 2018 through November 2022	Lewellen
Samantha Ellsworth 202 SW 4th Street Dania Beach, FL 33004 754-204-2163 spalacios111@hotmail.com	January 11, 2022 (appointment taken over from Comm. Lewellen on June 28, 2022)	November 2018 through November 2022	Odman
Stacy Brown 621 NE 2nd Street Dania Beach, FL 33004 813-598-7127 tridentbizsolutions@gmail.com	June 8, 2021	November 2020 through November 2024	Davis

PARKS, RECREATION & COMMUNITY AFFAIRS
ADVISORY BOARD MEMBERSHIP
Tuesday, November 08, 2022

Name/Address Phone Number	Date Appointed	Term	Commission Appointment
Heather Holmes 43 SE 12th Street Dania Beach, FL 33004 754-802-4217 JohnHeatherHolmes@gmail.com	May 11, 2021	November 2020 through November 2022	Lewellen
Ivie Cure 209 NW 14th Court Dania Beach, FL 33004 954-558-2775 Iviecure44@gmail.com	July 13, 2021	November 2020 through November 2024	James
Deborah Bell 713 SW 3rd Street Dania Beach, FL 33004 954-292-0757 Deborock87@gmail.com	February 23, 2021 (appointment taken over from Mayor James on June 14, 2022)	November 2020 through November 2024	Davis
Richard "Rich" Aube 675 SE 2nd Avenue Dania Beach, FL 33004 954-922-9411 954-336-5110 (Cell) raube@forliferealty.com	February 9, 2021	November 2020 through November 2024	Salvino
Sheila Moorehead McCray 46 NW 14th Court Dania Beach, FL 33004 786-422-3707 sofftekk@gmail.com	February 9, 2021	November 2020 through November 2022	Odman

PLANNING & ZONING BOARD
MEMBERSHIP
Tuesday, November 08, 2022

Name/Address Phone Number	Date Appointed	Term	Commission Appointment
Jonathan L. Thomas 2337 Anchor Court Dania Beach, FL 33312 954-907-0460 954-244-5444 Thomasjonathan995@ymail.com	January 12, 2021	November 2020 through November 2022	James
W. Quin Robertson, Phd., GISP 805 Natures Cove Road Dania Beach, FL 33004 732-423-0039 561-361-3199 (W) qrobertson@att.net	January 12, 2021	November 2020 through November 2022	Lewellen
Derrick Hankerson 746 SW 3rd Street Dania Beach, FL 33004-4901 954-374-9199 (H) 754-208-6442 (Cell) Dh954@comcast.net	January 12, 2021	November 2020 through November 2022	Davis
Traian Thomas (Tom) Popescu 501 E Dania Beach Boulevard #5-2H Dania Beach, FL 33004 516-476-4302 tpopescu21@gmail.com	August 24, 2021	November 2020 through November 2022	Odman
Albert C. Jones 722 SW 3rd Street Dania Beach, FL 33004 954-240-9340 komish722@gmail.com	January 12, 2021	November 2020 through November 2022	Salvino
Charlotte Sloboda 2905 Lakeshore Drive Dania Beach, FL 33312 954-559-5473 csloboda@bellsouth.net	February 9, 2021	November 2020 through November 2022	Alternate

PLANNING & ZONING BOARD
MEMBERSHIP
Tuesday, November 08, 2022

Name/Address Phone Number	Date Appointed	Term	Commission Appointment
Daniel Sohn 4902 SW 31st Terrace Dania Beach, FL 33312 954-243-4705 danielsohn365@gmail.com	February 23, 2021	November 2020 through November 2022	Alternate

CITY OF DANIA BEACH

OFFICE OF THE CITY MANGER

100 West Dania Beach Blvd · Dania Beach, FL 33004 · (954) 924-6800 · (954) 921-2604 (fax)

MEMORANDUM

Date: November 21, 2022

To: Mayor A.J. Ryan IV
Vice Mayor Lori Lewellen
Commissioner Joyce L. Davis
Commissioner Tamara James
Commissioner Marco A. Salvino, Sr.

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

Subject: Manager's Report

On November the 10th, Hurricane Nicole hit Florida as a Category 1 storm. While Dania Beach was only affected by outer bands, the wind and the force of the water made a mess of our Beach Campus, particularly the parking lot. At the crack of dawn, our City Team had descended on the Beach to begin the cleanup. In certain areas water was knee high and the piles of sand resembled a desert. However, we set a goal to open the Beach by Saturday morning and we did. The entire Holiday weekend was dedicated to cleanup, communication and providing information via a multitude of efforts. Kudos and much gratitude to our Public Services Team, our Beach Rangers, our Parks Team, our Lifeguards, our PIO, our BSO Police and Fire, and the office of the City Manager. As this report is being written, we are still clearing, cleaning, and restoring our Beach Campus.

The investment we have made in our Pier and the proactive efforts regarding the purchase and installation of our new lifeguard stands ensured damage to our infrastructure and loss was nonexistent! Our proactive efforts and investment in infrastructure is crucial and we will continue on this path. The completion of several key storm drainage projects also mitigated street flooding Citywide.

Our City was awarded an unprecedented $3,480,000 this year by the State of Florida via the Department of Environmental Protection for the SE Drainage Project. All paperwork is in place, and we will bring forward the agreement to the December Commission meeting to make this award official via your approval. Kudos to Public Services Director Fernando Rodriguez, Deputy Director and City Engineer Dincer Ozaydin and CIP and Grants Administrator Colin Donnelly for their efforts on this endeavor.

CITY OF DANIA BEACH
COMMUNITY DEVELOPMENT DEPARTMENT
MEMORANDUM

DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

DATE: November 21, 2022

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

VIA: Candido Sosa-Cruz, ICMA-CM, Deputy City Manager Candido Sosa-Cruz Digitally signed by Candido Sosa-Cruz Date: 2022.11.14 14:31:07 -05'00'

FROM: Eleanor Norena, CFM, Community Development Director

RE: Manager's Monthly Report – October 2022 – Community Development Department

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The following is a summary of Community Development Department activity during the month of October 2022.

Community Development Special Projects:

Lucky Fish: The site plan application for this project has been submitted and is currently going through DRC review. The project is for the new beach restaurant which will replace the Dania Beach Grill. We anticipate this project to be presented to the City Commission by early 2023.

RAC Land Use Amendment: The Land Use Amendment application was submitted to Broward County on May 31, 2022. Staff is working with our consultant to address comments from Broward County, then the application will be submitted to the State of Florida for further review. We anticipate bringing this back to the City Commission for second reading in 2023.

Watershed Planning Grant: The City was awarded a grant from the Florida Division of Emergency Management's (FDEM) Bureau of Mitigation, which prioritizes flood risk management as an integral part of its mission. The goal of FDEM's Watershed Master Planning Initiative is to assist local communities in developing a Watershed Master Plan for the purpose of increasing flood resiliency in Florida communities. This initiative will also help improve the City's rating in the Community Rating Systems (CRS) of the National Flood Insurance Program (NFIP) that could provide additional savings on flood insurance premiums for Dania Beach residents. The Department is presenting the grant for acceptance to the City Commission on November 21, 2022. The Department is also working to prepare an item for the City Commission to approve FAU to work on the grant for the creation the Watershed Master Plan.

Water Supply Plan: Community Development and our consultants worked closely with South Florida Water Management District, which is the primary agency that reviews the Water Supply Plan. On October 25, 2022, the City Commission approved the Water Supply Plan for the City and associated amendments to the City's Comprehensive Plan to reflect the 2018 update to the South Florida Water Management District Lower East Coast Water Supply Plan to address potable water supply for the City.

Seaview Public Art: The developer submitted an on-site public art installation proposal entitled 'Dania Beach Seaview Sea Turtle Beach' which is an original Wyland monumental bronze sculpture. Wyland is an establish international professional public artist. The public art sculpture will be part of the City of Dania Beach's Public Art program and will be seen by hundreds of thousands of people annually. The applicant has valued the sculpture at approximately one million dollars ($1,000,000.00) which significantly exceeds the $250,000 escrow payment received for each project (Sea View I & II) totaling an escrow payment of $500,000. The location of the sculpture will be placed on the southeast corner of the Sea View I development site located at the 601 E. Dania Beach Blvd. The maintenance of the sculpture is low cost, and the developer will maintain and pay for the conservation. On August 15, 2022, the Public Art Advisory Board approved the Wyland sculpture and on October 25, 2022, the City Commission did as well.

Building Division:

The Building Department reviewed and issued 158 building permit applications.

Building staff conducted 1,315 inspections and issued two commercial certificates of occupancy.

The Department collected $886,979 in building permit revenue for the month of October 2022.

Planning and Zoning Division:

HydraSource Warehouse –This site plan request is for new construction of a 1-Story, 9,272 square foot Warehouse with associated infrastructure and landscaping located at 3581 SW 26 Terrace. Site plan is in final stages of DRC review. This project is anticipated to be brough before the City Commission before the end of the year.

Hilton Embassy Suites Hotel – This site plan request is for new construction of a 13-Story, 222 room hotel located at 233 North Federal Highway. This project is scheduled for the City Commission in December.

MADYard – This site plan request is for the renovation of existing building and creation of outdoor art gallery and restaurant use, located at 481-485 S. Federal Highway. It is currently being reviewed by the DRC.

Kings Head Pub Site – This site plan request is for a multifamily residential building containing RAC 216 dwelling units located at 500 East Dania Beach Blvd. It is currently being reviewed by the DRC.

Quarterdeck Food/Beverage Kiosks – This site plan request is for three kiosks at the Quarterdeck Restaurant located at the Dania Beach Pier. This application is currently being reviewed by the DRC.

Dania Oaks Place Phase III – This site request is to develop 14 townhome units on a 1.03-acre parcel. This application is currently being reviewed by the DRC.

Dania Oaks Place Phase I & II – This site plan request is a revision to the landscaping plans for Phases I and II of Oaks Place which is currently under construction. This application is currently being reviewed by the DRC.

Showroom Warehouse – This site plan request is for a warehouse with 20% office space at 684 SW 7 Terrace. This application is currently being reviewed by the DRC.

Dania Plaza – This site plan approval is for a 90-room hotel proposed for 380 S. Federal Highway, along with the required application for Special Exception approval. This application is being reviewed by the DRC.

City Place Site Plan Modification – This project is changing the previously approved site plan to reduce the number of units, reduce the number of parking spaces, and to make minor changes to the building façade. This project is anticipated to be before the City Commission in December.

Dania Townhomes 4580 - This site plan request is for the construction of 12 new townhomes. The property density allows for 10 units, and the applicant is requesting two additional flex units. This project is anticipated to be to before the City Commission in early 2023.

IMECA – This site plan request is for the construction of a new home restoration/hardware store. The project is anticipated to be on the City Commission agenda in early 2023.

Griffin Plaza - This site plan request is for the construction of a new plaza with five retail spaces on a vacant land. The project is anticipated to be on the City Commission agenda in early 2023.

Dania Preserve Site Plan Modification – This project is making changes to the clubhouse area of the previously approved site plan. This project is anticipated to be to before the City Commission in early 2023.

Phippen Warehouse – This site plan request is for the construction of a new commercial warehouse. This project is anticipated to be to before the City Commission in early 2023.

Spirit HQ, Phase II – This site plan modification request is to add an additional building on the Spirit/Jet Blue Headquarters campus. This would be an expansion of the previously approved site plan. This application will likely be before the City Commission in early 2023.

Spirit HQ, Phase I Modification - This project is making minor changes to the exterior of the building, including changing the color due to the recent merger with Jet Blue This project will likely be before the City Commission in early 2023.

NSU Industrial – This site plan request is for a new warehouse building proposed to be located east of the airport. This project is anticipated to be on the City Commission agenda in early 2023.

Miscellaneous Zoning Activities:

- 26 new Certificate of Use applications processed
- 10 new Vacation Rental applications processed
- 154 Zoning Counter interactions

Code Enforcement Division:

The team is continuing to work with BSO to enforce violations at Vacation Rental properties, addressing noise, and parking issues.

Code continues to focus on aesthetics of our major roads; specifically the downtown City Center focusing on blite, graffiti, and illegal signage.

A total of 91 complaints were submitted this month into the code complaint system and were inspected by Code staff.

Code has been monitoring political signs for compliance with the City's Code of Ordinances.

Code continues to work with Public Services to address bulk trash issues within the City. A total of 53 bulk notices were issued this month.

Beach Ranger and Parking Division:

Parking Revenue Collected in September: $128,478.00

Turtle friendly lighting inspections are being conducted nightly to make sure the City is compliant with State, County, and City Regulations. Turtle season ends October 31st.

Beach Rangers continue to patrol downtown City Center and all active construction sites for any parking violations.

Beach Rangers reported 19 violations at the beach in the Dania App including safety issues and graffiti.

Beach Rangers continue to monitor the pier and sand areas to address violations which included placement of tents, smoking on the beach, fishing, and dogs.

BSO Homeless Outreach is working with staff to address any homeless issues at the beach.

Oak Hammock Tree Protection Overlay District:

- See attached Summary Report

ARTICLE 826 – OAK HAMMOCK TREE PROTECTION ZONING OVERLAY DISTRICT ANNUAL SUMMARY REPORT

MONTH	Total # Trees Removed	# House Bill Removals	# City Permitted Removals	# Complaints	# Citations or Violations	Fines or mitigation Assessed	Fines or mitigation Paid	# Replacement Trees Provided	# Other Regulated Activities
September '20	2	2	0	1	0	0	0	0	0
October '20	0	0	0	0	0	0	0	0	0
November '20	3	3	0	1	1	$1,500	0	0	0
December '20	2	2	0	1	1	$1,000	0	0	0
2020 Subtotal	7	7	0	3	2	$2,500.00	0	0	0
January '21	1	1	0	1	0	0	0	0	0
February '21	1	1	0	1	0	0	0	0	0
March '21	2	1	1	0	0	0	0	0	0
April '21	0	0	0	0	0	0	0	0	1
May '21	0	0	0	0	0	0	0	0	1
June '21	0	0	0	0	0	0	0	0	0
July '21	1	1	0	0	0	0	0	0	1
August '21	0	0	0	0	0	0	0	0	0
September '21	0	0	0	1	0	0	0	0	0
October '21	0	0	0	0	0	0	0	0	0
November '21	0	0	0	0	0	0	0	0	0
December '21	0	0	0	1	0	0	0	0	1
2021 Subtotal	5	4	1	4	0	0	0	0	4
January '22	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

ARTICLE 826 – OAK HAMMOCK TREE PROTECTION ZONING OVERLAY DISTRICT ANNUAL SUMMARY REPORT

MONTH	Total # Trees Removed	# House Bill Removals	# City Permitted Removals	# Complaints	# Citations or Violations	Fines or mitigation Assessed	Fines or mitigation Paid	# Replacement Trees Provided	# Other Regulated Activities
February '22	0	0	0	0	1	0	0	0	1
March '22	0	0	2	0	0	0	0	0	0
April '22	0	0	0	0	0	0	0	0	1
May '22	0	0	0	0	0	0	0	0	0
June '22	0	0	0	0	0	0	0	0	0
July '22	2	0	0	0	0*	0	0	0	0
August '22	0	0	3	0	0	0	0	0	0
September '22	0	0	0	0	1	0	0	0	1
2022 Subtotal	0	0	2	0	2	0	0	0	3
GRAND TOTAL	12	11	3	7	3	$2,500.00	0	0	6

Note: Table includes actions documented in the final 4 months of 2020 once "zoning in progress" began

* - Citation/Violation Pending

ARTICLE 826 – OAK HAMMOCK TREE PROTECTION ZONING OVERLAY DISTRICT ANNUAL SUMMARY REPORT

Summary of Activities/Incidents

1. 8/25/20 – Zoning in progress resolution (R-2020-094) approved by City Commission (START OF TRACKING)
2. 9/5/20 – Unpermitted removal of 2 specimen sized live oak trees at 5861 SW 36TH Terrace (2 X HOUSE BILL REMOVALS – City did not agree with report)
3. 11/25/20 – Unpermitted removal of 3 specimen sized live oak trees at 5901 SW 36th Terrace (3 X HOUSE BILL REMOVALS – City did not agree with report)
4. 12/28/20 – Unpermitted removal of 2 more specimen sized live oak trees at 5901 SW 36th Terrace (2 X HOUSE BILL REMOVALS – City did not agree with report)
5. 1/24/21 – Unpermitted removal of 1 specimen sized live oak tree at 5870 SW 37th Avenue (1 X HOUSE BILL REMOVAL – City agreed with report)
6. 1/26/21 – Article 826 – Tree Protection Overlay District ordinance adopted
7. 2/16/21 – Unpermitted removal of 1 specimen sized live oak tree at 5961 SW 37th Ave (1 X HOUSE BILL REMOVAL – City agreed with report)
8. 3/4/21 – Permitted removal of 1 foxtail palm tree at 5830 SW 37th Avenue
9. 3/6/21 – Unpermitted removal of 1 specimen sized live oak at 5720 SW 37th Terrace (1 X HOUSE BILL REMOVAL – City agreed with report)
10. 4/25/21 – Pruning advance notice received for 5910 SW 37th Ave
11. 5/25/21 – Driveway repaving at 5861 SW 36th Terrace (prior House Bill Removal – grandfathered – see item 2 above). Added to Overlay Summary because site does not meet minimum overlay district landscape standards even though no landscape alterations occurred.
12. 7/16/21 – General license request to remove specimen tree denied. Tree removed using house bill (1 X HOUSE BILL REMOVAL – City did not agree with report)
13. 9/15/21 – Complaint alleging excessive root impacts at 5940 SW 37th Ave
14. 12/13/21 – Complaint investigation at 5930 SW 36th Terrace
15. 12/20/21 – Tree removal coordination w/new owner of 5720 SW 37th Terrace.
16. 2/25/2022 – Tree removal permit application submitted for 5981 SW 37th Terrace. Evaluation in progress.
17. 2/26/2022 – Citation/Violation at 5840 SW 37 Ave for trimming without permit/providing notice. Violation later rescinded due to all actual trimming activities being acceptable under Article 826

ARTICLE 826 – OAK HAMMOCK TREE PROTECTION ZONING OVERLAY DISTRICT ANNUAL SUMMARY REPORT

18. 3/30/2022 – approval for removal of 2 hazard trees and hazard mitigation pruning of a 3rd tree at 5981 SW 37 Terr – no mitigation due to remaining trees exceeding code requirements.
19. 4/20/2022 – Tree removal permit application received for 5861 SW 37 Terrace. Numerous tree removals proposed on double lot for major residential modification. Evaluation/Coordination in progress.
20. 7/27/2022 – Unauthorized tree removal (2 oaks) at 5940 SW 37th Ave. Attempted to use invalid arborist report from 2 years prior by W. Granda (certification revoked by ISA, and removals occurred after effective date 97/1/220 of updated HB statute FL SB 518 (22R). Code citation pending completion of project background data/research.
21. 8/20/2022 – Authorized removal of 3 hazard trees at 5840 SW 37th Ave. One hollow, one growing within eave of house, third sandwiched in between, leaning significantly over structure, and unable to ensure stability after removal of other two. Remaining trees exceed minimum requirements. No mitigation required.
22. 9/2/2022 – Citation to 5940 SW 37th Ave for unauthorized tree removals and other violations.
23. 9/7/2022 – 5961 SW 37th Ave tree removal request denied. Tree does not touch home as described in insurance coverage documentation.

CITY OF DANIA BEACH
HUMAN RESOURCES DEPARTMENT

MEMORANDUM

DATE: November 14, 2022

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

VIA: Candido Sosa-Cruz, ICMA-CM, Deputy City Manager

FROM: Linda Gonzalez, SPHR, SHRM-SCP – Chief Human Resources Officer ***LG***

RE: Human Resources and Risk Management Report

The following is a summary of Human Resources and Risk Management activities:

Recruitment

- Open Recruitments:
  - Recreation Assistant (Full-Time Internal)
  - (2) Recreation Assistant (Part-Time)

- Interviewing Process
  - Water Meter Reader
  - Talent Acquisition/ Risk Management Specialist (re-advertised)

- Background Process
  - Beach Ranger, (Full-Time)
  - Coordinator, Farm & Market
  - Lifeguard, (Full-Time)

- Recent Hires
  - Code Compliance Officer
  - Fleet Mechanic II

- Management Positions Filled
  - Deputy Director, Human Resources (external hire)
  - Senior Manager, Planning and Zoning (promotion)
  - Assistant City Attorney (external hire)

Training and Development/Safety

During the months of October and November we hosted six (6) mandatory training sessions of our Advanced Customer Service and De-escalation Principles Training. There are two remaining sessions, on November 17, 2022. Due to the hurricane, one make-up session has been scheduled for December 13th, 2022. The feedback from these course offerings has been outstanding. We have also created and assigned an online course catalog for the 2022-2023 fiscal year so that team members have the option to complete courses online and to earn a safety day.

We have launched a quarterly Health and Safety series for 2022-2023 with Paula Rojas, Health Coach, which is another opportunity for employees to explore healthy habits. They will have the option to have private sessions should they choose to do so. This is another opportunity for them to earn one (1) hour towards their safety day.

The annual Health Fair is scheduled for January 2, 2023, at IT Parker. We are in the process of selecting vendors for the event. We are making the event even bigger than last year by providing additional health screenings and services for all team members.

Employee Events

On October 25, 2022, our first ever ratification ceremony was held to celebrate our three (3) year Collective Bargaining Agreement (CBA). Immediately following, we held a ribbon cutting ceremony for the opening of the West Wing for Commission and HR Department.

The BBQ was held on Saturday, October 22, 2022, and was enjoyed by all in attendance.

Our Blood Drive will be held on Thursday, November 17, 2022, at City Hall.

We will be hosting our last employee event for the 2022 calendar year, which is the Thanksgiving celebration. "Dania Desserts," is scheduled for November 22 from 12 noon-2pm, at City Hall. We will be providing an assortment of deserts and beverages for team members.

We recently completed an annual benefits review for the 65 and over retirees, which is the equivalent of open enrollment for employees.

Continuous Improvement Projects

We have multiple new software initiatives for the new Fiscal Year to support the continuous improvement of our HR processes. We are completing the onboarding implementation we started in 2022 this month. We are continuing to work with IT on our implementation of DocuSign and Laserfische. We will be scheduling the start of our 2023 implementation for the following items with IT:

a) Perform – Electronic Performance Management Tool
b) Total Rewards Statements –Total benefits package to include what is paid for by the City. Two vendors have been identified and presentations are being scheduled for end of November, 2022
c) Certificate of Insurance (COI) – new software is currently with Procurement
d) Verification of Employment (VOE) – To provide responses to team members requests for employment verification

CITY OF DANIA BEACH
PARKS AND RECREATION DEPARTMENT

MEMORANDUM

DATE: November 14, 2022

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

FROM: Eric Brown, Parks & Recreation Director

SUBJECT: Parks and Recreation Updates

Parks and Recreation Department Updates

CIP project updates:

- Tootie Adler Park – The agreement with Conengineers Builders, LLC has been executed and the building permit to start construction received. Staff is waiting for a construction start date from Conengineers Builders, LLC.
- CW Thomas Park – Staff is currently working with the design team to finalize design to be brought before City Commission to present the Conceptual Design via Power Point.
- Melaleuca Park - Currently the equipment is scheduled to arrive December 5th with demolition starting December 1st as long as there are no additional equipment delays.
- IT Parker – Staff met with Saltz Michelson Architects to finalize the design package details. The design package should be completed in the next 2 – 3 weeks to go out to bid for construction of the project.

On October 12th the Department held the CW Thomas Groundbreaking ceremony for the new construction. The event was a huge success and everyone is extremely excited for the project ahead.

On October 26th staff partnered with Broward Sheriff's Office to hold the first ever Howl-O-Ween event at the Precious is the Park Dog Park at PJ Meli Park. Members from the community brought out their dogs for a "Dog-Gone" spooky evening!

On October 28th the Annual Fall Festival event was held at CW Thomas Park. This was a largest most successful Fall Festival to date with more than 1500 people in attendance. Staff gave out over 700 candy bags to children. We received great feedback from the community and can't wait for the next event!

The Dolphin's Football and Cheerleading program wrapped up their season with the 10U team making it to the Super Bowl! While they did not win, the team had an extremely successful season, and we look forward to next year. The cheerleaders also participated in a local competition as exhibition teams and had amazing performances.

There are a number of upcoming programs that staff is currently in the planning stages of implementing. This includes:

- E-Sports Tournament at CW Thomas Park on 11/19/22
- 5 on 5 Basketball Tournament at CW Thomas Park
- Youth Flag Football at Frost Park
- H.I.T.T. Program at Frost Park
- Youth Flea Market at Frost Park

Ongoing programs:

- Fall Basketball Clinics at CW Thomas Park
- Teen Club at CW Thomas Park
- Sew Kreative at CW Thomas Park
- Kreation Station for Homeschoolers at CW Thomas Park
- Walkers Club at CW Thomas Park
- Karate at PJ Meli Aquatic Complex
- Free to Be Creative Arts Dance at PJ Meli Park
- Basketball Clinic at PJ Meli Park
- Tarpon Soccer at Frost Park – Averaging 60 kids per night, ages 3 – 16

- Adult Kickball at PJ Meli Aquatic Complex – New season starts October 27th
- Pickleball Clinics at Frost Park
- Line Dance at Frost Park
- Youth Archery Program at Frost Park
- Adult Archery Program at Frost Park
- Swim Team at PJ Meli Park
- Waterpolo at PJ Meli Park
- Let's Play Cards at Frost Park

CITY OF DANIA BEACH
PUBLIC SERVICES DEPARTMENT

MEMORANDUM

DATE: November, 2022

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

VIA: Candido Sosa-Cruz, ICMA-CM, Deputy City Manager

FROM: Fernando J. Rodriguez, Public Services Director D.A.Ozaydin on behalf of the Director
Dincer Akin Ozaydin, P.E., Deputy Director/City Engineer D.A.Ozaydin

RE: **PUBLIC SERVICES DEPARTMENT ACTIVITIES – November 8 to November 21, 2022**

Provided below is a summary of the main PSD activities for roughly the past eight weeks.

- Status of the following projects is as follows:

  - **Southeast Drainage Improvement Project** – A schedule for Phase I of the project was provided by the engineering design consultant and assessed by PSD. PSD is searching for additional grants for this project. The permit was issued by the County in mid-June. The project is expected to start early in 2023.

  - **SW 37th Terrace Drainage project** - Construction began in late July and is proceeding on schedule and is roughly 70 percent complete.

  - **SW 54th Court Drainage project** – Construction began in late July and is proceeding on schedule and is roughly 50 percent complete.

  - **Water Treatment Plant Accelator Cleaning/Maintenance –** The project for this important work on a major water treatment process component is required every 5 to 6 years. It was awarded in August and work is scheduled to begin in late November and take roughly 90 days.

- **Pier Refurbishing Project**: Work on the pier's deck is nearly 65 percent complete with roughly the first 700 feet of outer deck sections and railings being replaced on the west end of the span. This has been accompanied by undercarriage concrete restoration work. The first phase of the project is expected to be completed by late autumn 2022.

\continued…

- **West Wing Remodeling –**This project will be completed by the end of November(Bullet proof doors will need to be installed by the end of November).

GRANTS

Department of Justice - Edward Byrne Memorial Justice Assistant Grant (JAG)
Broward County is the lead agency for the 2021 and 2022 grant programs. The annual formula grant from the Department of Justice funds a Broward Sheriff's Office Crime Analyst position and provides overtime funds for the Dania Beach Division for proactive crime prevention. Funding for 2021 is $15,915.60 and for 2022 is 17,649.00. The grant agreements will be on the December 13th agenda.

Florida Department of Recreation
The PSD will review two grant opportunities with the Parks and Recreation Department to see if there is a funding opportunity: The Land and Water Conservation Fund and Recreation Trails Program.

CITY OF DANIA BEACH
COMMUNICATIONS
PUBLIC INFORMATION OFFICER

MEMORANDUM

DATE: November 2022
TO: Ana M. Garcia, ICMA-CM, City Manager
VIA: Candido Sosa-Cruz, ICMA-CM, Deputy City Manager
FROM: Katia Bordy, Public Information Officer
SUBJECT: Public Information Officer Communications

Ongoing Communication
The City's website, social media, and TV Channel 78 are continuously updated with relevant, new, and important information. All City Departments receive media support on a variety of projects.

Below are the latest social media, website, and video communications including special event activities:

- Produced and shared video on Hurricane Nicole Beach Damage
- Informed Residents on Hurricane Nicole Prep
- Covered and Promoted Fall Festival at CW Thomas Park
- Designed HR Thanksgiving Celebration Flyer
- Designed Happy Holidays Card to send to City Employees
- Designed 25% OFF Summer Camp Discount for City Employees
- Designing Creative Bus Wraps and Bus Signs
- Covered Employee Picnic collateral and produced video
- Preparing Swearing-In Collateral
- Produced Bulk Map and Magnet 2023
- Updated and promoted King Tides
- Created multiple short videos for social media stories / engagement
- Took multiple Drone Footage of Public Services Projects and new developments
- Promoted multiple Parks Programs and Activities
- Promoted Public Services and Community Development Programs
- Designed and Promoted Youth Advisory Council Meetings
- Designed and Promoted Monthly Celebrations on social media
- Prepared and Promoted Monthly Themes

CITY OF DANIA BEACH
BROWARD SHERIFF'S OFFICE (BSO)

EXTERNAL MEMORANDUM

DATE: **November 14, 2022**

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

VIA: Candido Sosa-Cruz, ICMA-Deputy, City Manager

FROM: Sergio Pellecer, District Fire Chief

RE: **Dania Beach Memo to City Manager**

Please see the requested information below concerning the last month October 19, 2022 through November 14, 2022, of the meetings and day to day operations for the BSO Fire Rescue and Emergency Service in Dania Beach:

- Tropical Storm Nicole monitoring and communication with City team and County
- Daily morning BSO conference calls – Department Head direction for the day.
- Daily monitoring of Fire Stations and personnel safety – Review Calls and Operations Coffee with the District Chief – Table top talk with Station 1-17 crews
- Agenda reviews team conference 10/24/2022, 10/31/2022, 11/07/2022, 11/14/2022
- Agenda reviews with Commissioners
- BSO Ops Conference call with District Chiefs – Daily morning operations review
- Monthly Meeting Broward County Board of Rules and Appeals
- Chair Fire Code Committee for Broward County – review appeals, home sprinklers
- Fire Station #1 Hardening Grant – Continued to monitor progress along with assistance Window last update 4-6 weeks for install. The City Team continues to work on Roof and Generator specs and bid process.
- General Contractor started work at Fire Station 1 project
- Meeting with AC Contractor Station 1
- Meeting with Electrical Contractor Station 1
- Meeting with Framing Contractor Station 1
- Meeting with at Station 1 Safe Air System to quote installation
- ISO preparation meeting at Public Safety Building
- HazMat 17 new Apparatus Push-In/Wet-Down Ceremony
- Station 1 and 17 Units new MDT computer installation used to route all calls
- Life Scan Physicals for Fire Station crews
- Preparing for new crew at Fire Station 1 – Current Crew currently living in training area during construction phase
- Fire Hose has been delivered to BSO regional logistics will be numbered and is schedule to be put into operation within the next month – this is delayed until December

- ISO required hydrant flow maintenance inspections with City Team
- Dania Beach BSO Fall Festival – Fire Truck Display and participation
- Participation at Dania Pointe 5K event – Had Fire Recruit team run the event
- Training during this period – First Responder Health and Safety, American Heart Advanced Cardiac Life Safety training all crew members, Fire Helmet Inspection Cleaning, Finger Print Project,
- Public presentation / education Dania Beach Elementary, Senior's Meeting, Santa Claus Delivery to Bass Pro Shops, Veteran's Day Celebration Crews at American Legion

CITY OF DANIA BEACH
BROWARD SHERIFF'S OFFICE (BSO)

MEMORANDUM

DATE: **November 8, 2022**

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

FROM: Daniel J. Marks, Captain

RE: **Dania Beach Monthly Memo to City Manager**

PART I CRIME SUMMARY

PART 1 CRIMES 10/20/22-11/02/22	
CHARGE	**TOTAL**
AGGRAVATED ASSAULT	2
AGGRAVATED BATTERY	2
AUTO THEFT	4
BURGLARY BUSINESS	3
BURGLARY CONVEYANCE	5
BURGLARY RESIDENCE	1
ROBBERY	3
SEXUAL BATTERY	1
THEFT - ALL OTHER	7
THEFT - MOTOR VEHICLE PARTS	5
THEFT - RETAIL / SHOPLIFTING	5
THEFT FROM BUILDING	1
Grand Total	39

NOTABLE DECREASES

- A decrease of **1** Larceny.
- A decrease of **1** Auto Theft- Motorcycle.

CRIME TRENDS

- **Catalytic Converter Thefts**
  - Multiple vehicle owners across the city have fallen victim to these thefts. The suspects slide under the vehicles remove the bolts holding the converter and are gone within 5 minutes.

NOTABLE ARRESTS

Arrests: 10/20/2022 – 11/02/2022
27

- 7 felony arrests (including one occupied stolen vehicle arrest).
- CST Detectives assisted in the security of the Presidential visit this week, which arrived at FLL Airport and traveled through Dania Beach.

Grand Theft/ Fraud: Suspects were arrested for grand theft and fraud at the Marriott located at 154 N Compass Way Dania Beach Fl on 102722 for using the victims banking information to obtain a hotel room. Case 02-2210-002514.

Burglary Business: Suspect(s) broke their way into the victim's warehouse which contained a high dollar amount of E-Cigarettes. The suspects entered with garbage bags as they filled them up with the victim's items. They were subsequently stopped in the middle of their burglary by responding deputies, who were notified by the victim. The suspects fled leaving behind $45,000 worth of stolen items that were placed into the garbage bags. The three above listed suspects were identified and arrested for the burglary. Case 02-2210-002430.

Felony Petit Theft: A **s**uspect was arrested for Felony Petit Theft at 300 E Dania Beach Blvd Rd and Transported to Main Jail.

MOTORS / COMMERCIAL VEHICLE ENFORCEMENT

- Continued high visible patrol/enforcement for school zones.
- Enforcement at railroad crossings for violations of gates and traffic control devices with the assistance of Reginal Traffic Motors.
- Speed Trailer deployed on Gulfstream Rd. during alpha shift.

HOMELESS OUTREACH TEAM

- We were able to reunite a couple, who had been homeless in Dania Beach for several months, with their family in North Carolina.

- A chronic homeless blind male, who we have been working on getting benefits for, was recently admitted to the hospital. Working with his case worker, he will be placed in a shelter so we can arrange transportation for his upcoming doctor's appointments.

- Continue to monitor and document transient homeless activity.

BSO DANIA BEACH NEIGHBORHOOD SUPPORT UNIT

FOLLOW UP/DIRECTIVES/INITIATIVES

- **Read for the Record – Red Ribbon Week -** October 26, 2022 – NST Unit read to the students at Collins Elementary.
- **Howl – O – Ween Event -** October 26, 2022 – NST Unit partnered with City of Dania Beach Parks & Rec to host the 1st ever Howl-O-Ween pet event at PJ Meli Park Dog Park. The event had over 40 dogs in costume. Prizes were awarded for best costume.
- **National Night Out/Annual Fall Festival –** October 28, 2022 – NST Unit partnered with the City of Dania Beach for the annual National Night Out/Fall Festival. BSO had Marine Unit, Motors Unit, SWAT, Crime Scene, Drone Unit, and Recruitment on site to interact with an estimated 300 attendees.
- **Collins Elementary Red Ribbon Parade -** October 28, 2022 – NST Unit participated in the Red Ribbon parade at the school to celebrate the culmination of week-long activities focused on Drug Prevention.

BROWARD SHERIFF'S OFFICE
CITY OF DANIA BEACH
CALLS FOR SERVICE – 240 ZONE
10/29/22 -11/02/22

THERE WERE A TOTAL OF 74 CALLS FOR SERVICE FOR 240 ZONE WITHIN THE PAST TWO WEEKS.

There was a 17% decrease in Calls for Service compared to the past two weeks.

CHARGE	TOTAL
03-HIT & RUN	2
04-ACCIDENT-MINOR	4
12-RECKLESS DRIVER	2
13I-SUSPICIOUS INCIDENT/PACKAGE	2
14-INFORMATION	2
20-MENTALLY ILL PERSON	1
22-DISTURBANCE/NUISANCE	1
25FI-FIRE INVESTIGATION	1
30-LARCENY	4
49A-AUDIBLE/INTRUSION ALARM	5
51-TRESPASSING	1
53-EMBEZZLEMENT-FRAUD	2
66-CIVIL MATTER/CUSTODY ISSUE	3
68-POLICE SERVICE CALL	24
72-LOST/FOUND PROPERTY	3
73-TRAFFIC/PARKING COMPLAINT	1
76-AOA (ASSIST OTHER AGENCY)	5
79-HARASSMENT/STALKING/THREAT	2
911 HANG UP/DROP OFF	8
HIGH RISE FIRE	1

THERE WERE A TOTAL OF 2 PART 1 CRIMES FOR 240 ZONE WITHIN THE PAST TWO WEEKS.

There was a 0% decrease in Part 1 crimes compared to the past two weeks.

CHARGE	TOTAL
THEFT - ALL OTHER	1
THEFT – RETAIL/SHOPLIFTING	1
Grand Total	2

CITY OF DANIA BEACH

CITY OF DANIA BEACH

CALLS FOR SERVICE – 240 ZONE

10/29/22 -11/02/22

THERE WERE A TOTAL OF 1 CALLS FOR SERVICE FOR AVERY APTS WITHIN THE PAST TWO WEEKS.

There was a 88% decrease in Calls for Service compared to the past two weeks.

CHARGE	TOTAL
72-LOST/FOUND PROPERTY	1
Grand Total	1

THERE WERE A TOTAL OF 0 PART 1 CRIMES FOR AVERY APTS WITHIN THE PAST TWO WEEKS.

There was a 100% decrease in Calls for Service compared to the past two weeks.

CITY OF DANIA BEACH
FINANCE DEPARTMENT
MEMORANDUM

DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

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

FROM: Adam Segal, Deputy Finance Director

DATE: November 1, 2022

SUBJECT: Monthly Business Tax Licensing

Manager,

Per your request attached hereto is the Monthly Business Tax Receipt report reflecting new businesses.

DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

Business Listing Report

Business Start Date 10/01/22 - 10/31/22
Report By Business Name

Business	Licensee	Address	Phone	Extension	Start Of Business	End Of Business
ABSOLUTE PRO CONSTRUCTION	ABSOLUTE BUILDING SOLUTIONS	1221 STIRLING RD E 112, Dania Beach, FL 33004	(855) 431-8800		10/27/2022	
ALL SAVERS INSURANCE COMPANY	ALL SAVERS INSURANCE COMPANY	0 CITY BUSINESS, Dania Beach, FL 33004	(317) 715-7016		10/06/2022	
AXEL ANGELES	AXEL ANGELES	500 NE 2 ST 301, DANIA BEACH, FL 33004	(786) 856-6137		10/24/2022	
BANKERS LIFE INSURANCE COMPANY	BANKERS LIFE INSURANCE COMPANY	PO BOX 98, NEW PALESTINE, IN 46163	(317) 471-8800		10/06/2022	
CMFG LIFE INSURANCE COMPANY	CMFG LIFE INSURANCE COMPANY	0 CITY BUSINESS, Dania Beach, FL 33004	(60) 865-6378		10/06/2022	
FIDELITY LIFE ASSOCIATION	FIDELITY LIFE ASSOCIATION	0 CITY BUSINESS, Dania Beach, FL 33004	(312) 379-2397		10/06/2022	
FORTUNEE LLC	FORTUNEE LLC	219 SW 13 ST, Dania Beach, FL 33004	(786) 468-4200		10/27/2022	
FRONTLINE FINISH	FRONTLINE FINISH	325 S DIXIE HWY, DANIA BEACH, FL 33004	(954) 295-5081		10/06/2022	
GENERAL INSURANCE COMPANY OF AMERICA	GENERAL INSURANCE COMPANY OF AMERICA	0 CITY BUSINESS, Dania Beach, FL 33004	(617) 357-9500		10/06/2022	
ISLAND GYALZ COURIERS LLC	ISLAND GYALZ COURIERS LLC	2821 SW 23 TER BAY 7, Dania Beach, FL 33312	(954) 534-3828		10/12/2022	
LSEZ LLC	LSEZ LLC	4330 SW 34 LN, Dania Beach, FL	(718) 619-3107		10/06/2022	
MARIJUANA DOCTOR	HOLLYWOOD MEDICAL ALLIANCE LLC	1103 S FEDERAL HWY, Dania Beach, FL 33004	(847) 471-1013		10/20/2022	
MICHAEL DEMISHEV	MICHAEL DEMISHEV	231 SE 8 ST, Dania Beach, FL 33004	(718) 404-4224		10/24/2022	
NIR SHEMER	NIR SHEMER	413 PHIPPEN RD, Dania Beach, FL 33004	(954) 372-1043		10/25/2022	
PANARIAGROUP USA INC	PANARIAGROUP USA INC	3420 GRIFFIN ROAD, DANIA BEACH, FL 33312	(954) 821-9178		10/04/2022	
PAVONIA LIFE INSURANCE COMPANY OF MICHIGAN	PAVONIA LIFE INSURANCE COMPANY OF MICHIGAN	0 CITY BUSINESS, Dania Beach, FL 33004	(201) 651-5172		10/06/2022	
PENNSYLVANIA LUMBERMENS MUTUAL INSURANCE COMPANY	PENNSYLVANIA LUMBERMENS MUTUAL INSURANCE COMPANY	0 CITY BUSINESS, Dania Beach, FL 33004	(267) 825-9208		10/06/2022	
RENIASSANCE LIFE & HEALTH INSURANCE COMPANY	RENIASSANCE LIFE & HEALTH INSURANCE COMPANY	0 CITY BUSINESS, Dania Beach, FL 33004	(317) 348-1813		10/06/2022	
SAFETY NATIONAL CASUALTY CORPORATION	SAFETY NATIONAL CASUALTY CORPORATION	0 CITY BUSINESS, Dania Beach, FL 33004	(314) 332-2345		10/06/2022	
SHINING STARS PEDIATRIC EXTENDED CARE	SHINING STARS PEDIATRIC EXTENDED CARE	5201 RAVENSWOOD RD # 110, DANIA BEACH, FL 33312	(786) 496-0287		10/12/2022	
SILVERSCRIPT INSURANCE COMPANY	SILVERSCRIPT INSURANCE COMPANY	0 CITY BUSINESS, Dania Beach, FL 33004	(860) 725-3333		10/06/2022	
SPINNAKER INSURANCE COMPANY	SPINNAKER INSURANCE COMPANY	0 CITY BUSINESS, Dania Beach, FL 33004			10/06/2022	
STANDARD LIFE AND CASUALTY INSURANCE COMPANY	STANDARD LIFE AND CASUALTY INSURANCE COMPANY	0 CITY BUSINESS, Dania Beach, FL 33004	(713) 529-0045		10/18/2022	
TIER ONE INSURANCE COMPANY	TIER ONE INSURANCE COMPANY	0 CITY BUSINESS, Dania Beach, FL 33004	(706) 243-8035		10/06/2022	
TRANSGUARD INSURANCE COMPANY OF AMERICA	TRANSGUARD INSURANCE COMPANY OF AMERICA	0 CITY BUSINESS, Dania Beach, FL 33004			10/06/2022	
UNITEDHEALTHCARE LIFE INSURANCE COMPANY	UNITEDHEALTHCARE LIFE INSURANCE COMPANY	0 CITY BUSINESS, Dania Beach, FL 33004	(317) 715-7016		10/06/2022	
VERONICA MURILLO	VERONICA MURILLO	500 NE 2 ST 201, DANIA BEACH, FL 33004	(954) 656-7769		10/19/2022	
WASHINGTON NATIONAL INSURANCE COMPANY	WASHINGTON NATIONAL INSURANCE COMPANY	0 CITY BUSINESS, Dania Beach, FL 33004	(317) 817-3921		10/06/2022	
WENDY E AWES	WENDY E AWES	4432 SW 35 AVE, Dania Beach, FL 33312	(305) 401-9699		10/18/2022	

Businesses 29

CITY OF DANIA BEACH
FINANCE DEPARTMENT

MEMORANDUM

TO: Ana M. Garcia, ICMA - City Manager.

FROM: Adam Segal, Deputy Finance Director

DATE: November 15, 2022

SUBJECT: Finance Monthly Report – October 2022

Please find attached the month Finance report. Highlights of the report include the following:

Revenues

- Building Fund Revenues
- Pier Revenue
- Beach Parking Revenue
- Marina Revenues
- Commercial Solid Waste Hauler Franchise Fees

Capital Projects

- Capital Projects Fund
- Enterprise Funds
    - Water
    - Sewer
    - Stormwater
    - Marina
- Grant Funds
    - City Grants
    - CRA Grants

Information Technology

- Online Credit Card Payments
- Beach Camera Views
- Website Visits by Device
- Commission Meeting Views
- Number of Citywide Phone Calls
- Number of E-Bill Users by Month
- Kiosk collections

Business Tax Receipt Activity

- Out of Business/Inactive
- New Applications

Utility Reports

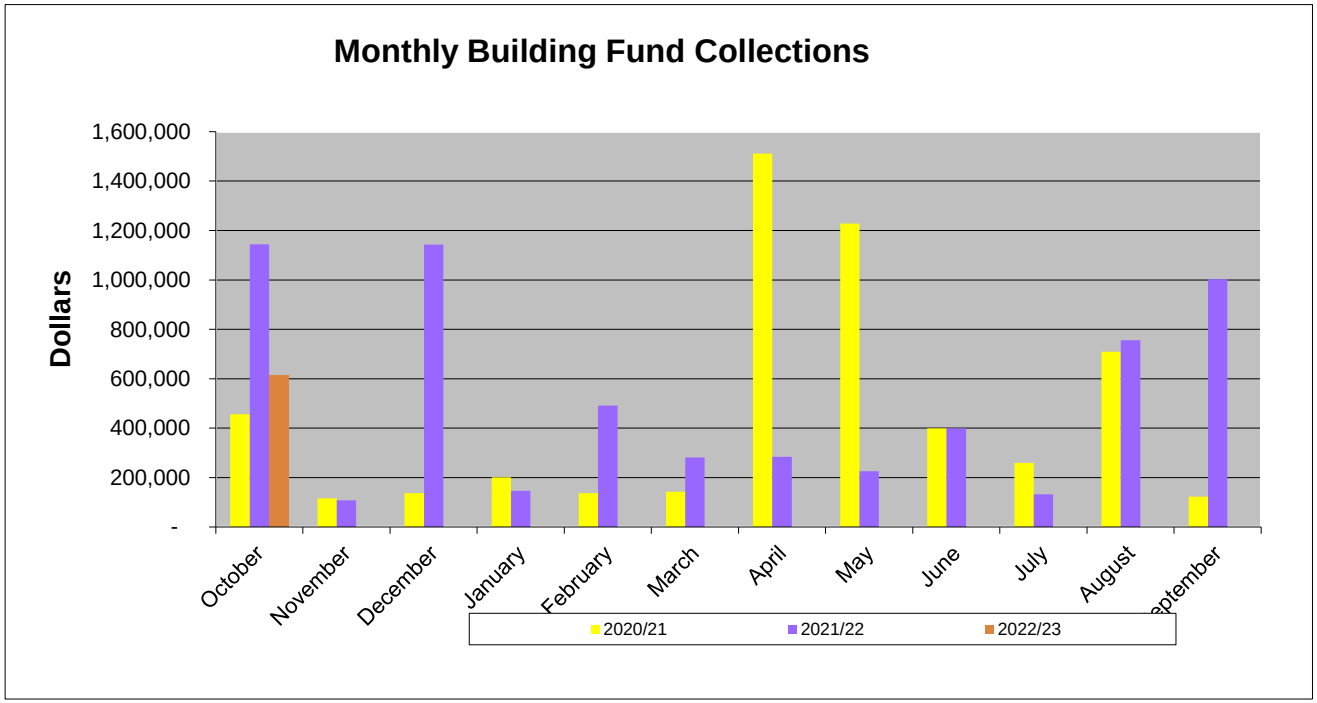
- Delinquency Report
- Meter Replacement Reports
- Aging Report

Contingency and Fund Balance Estimate

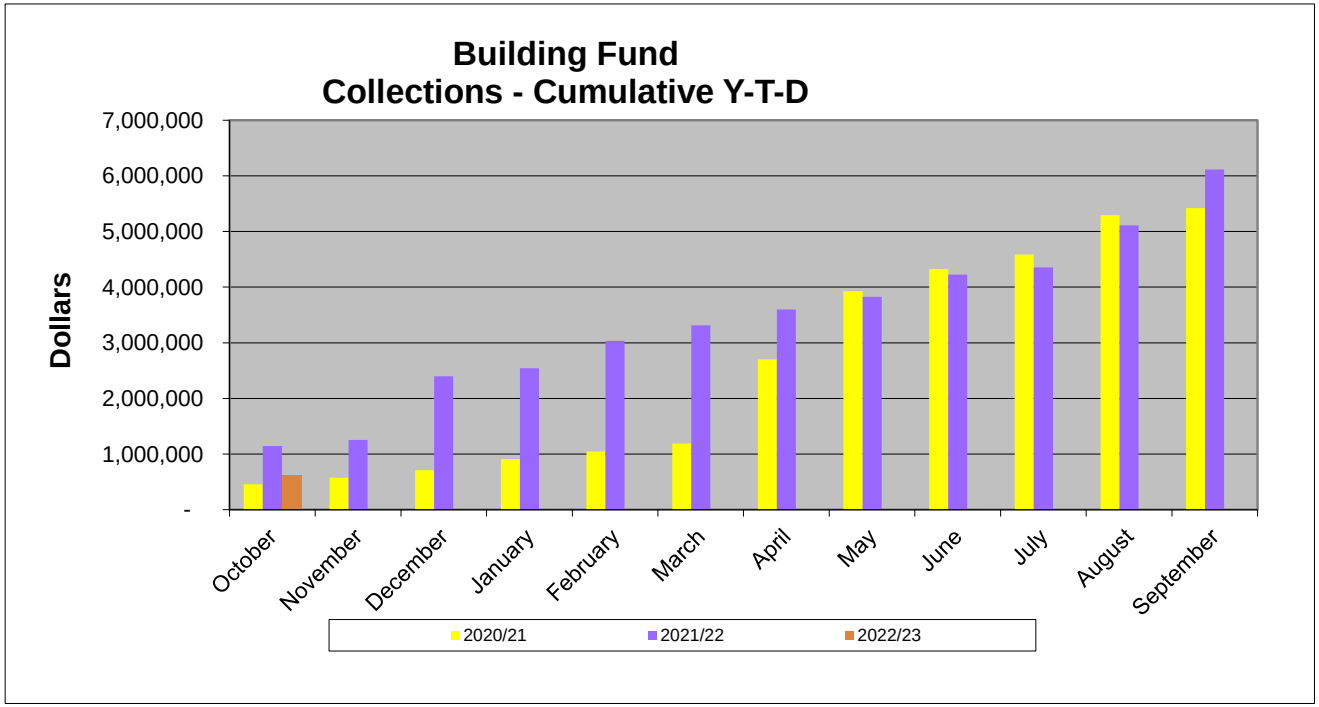
Building Fund Collections

Building Fund - thru October 2022

Monthly	2020/21	2021/22	2022/23
October	456,717	1,144,624	613,610
November	115,930	107,616	
December	137,352	1,142,811	
January	201,184	146,194	
February	137,028	490,813	
March	142,455	281,847	
April	1,511,205	283,429	
May	1,227,546	226,093	
June	399,057	399,287	
July	259,308	132,426	
August	709,467	755,979	
September	122,504	1,003,182	
Total	5,419,752	6,114,301	613,610



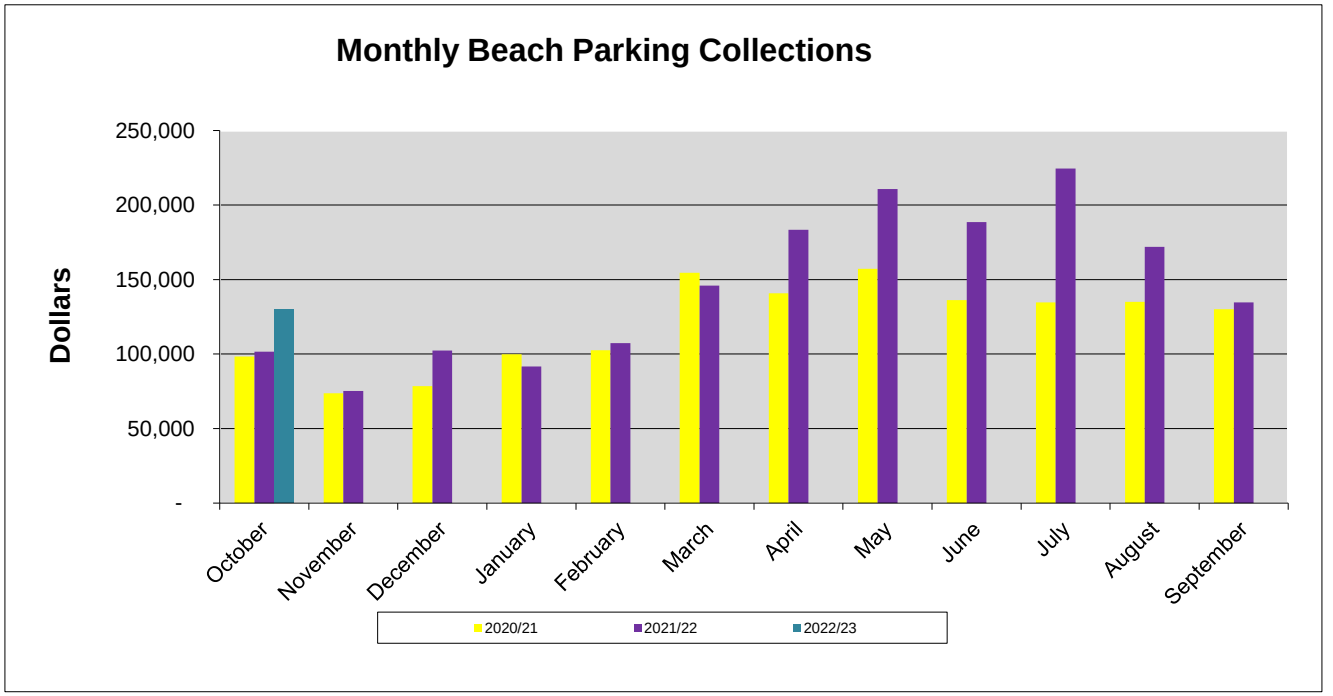
Cumulative	2020/21	2021/22	2022/23
October	456,717	1,144,624	613,610
November	572,647	1,252,240	-
December	709,999	2,395,051	-
January	911,182	2,541,246	-
February	1,048,210	3,032,058	-
March	1,190,665	3,313,906	-
April	2,701,870	3,597,334	-
May	3,929,416	3,823,427	-
June	4,328,473	4,222,715	-
July	4,587,780	4,355,140	-
August	5,297,248	5,111,119	-
September	5,419,752	6,114,301	-
Annual Goal	**4,777,331**	**4,741,977**	**5,322,012**



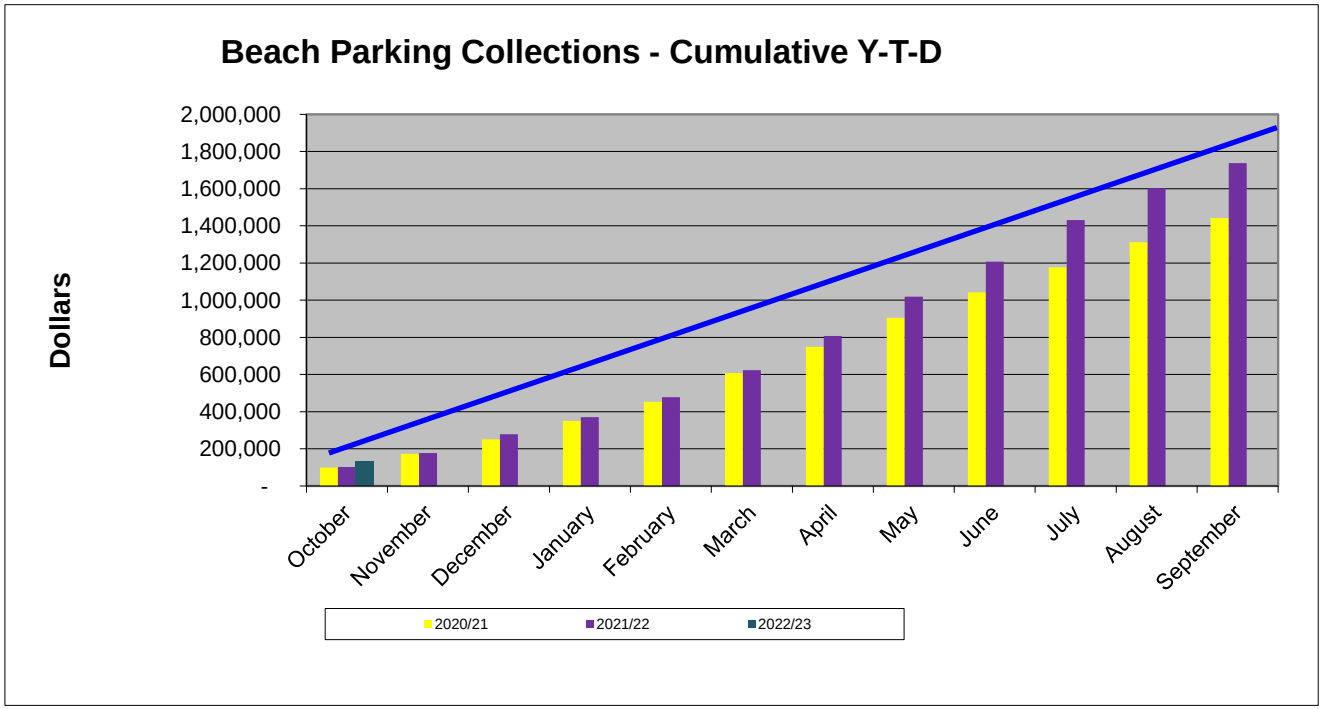
Parking Fee Collections

Beach Parking - thru October 2022

Monthly	2020/21	2021/22	2022/23
October	98,451	101,582	130,036
November	73,741	75,146	
December	78,542	102,321	
January	99,866	91,751	
February	102,595	107,375	
March	154,528	145,848	
April	140,766	183,397	
May	157,300	210,704	
June	136,216	188,603	
July	134,658	224,411	
August	135,026	171,951	
September	130,087	134,616	
Total	1,441,776	1,737,704	130,036



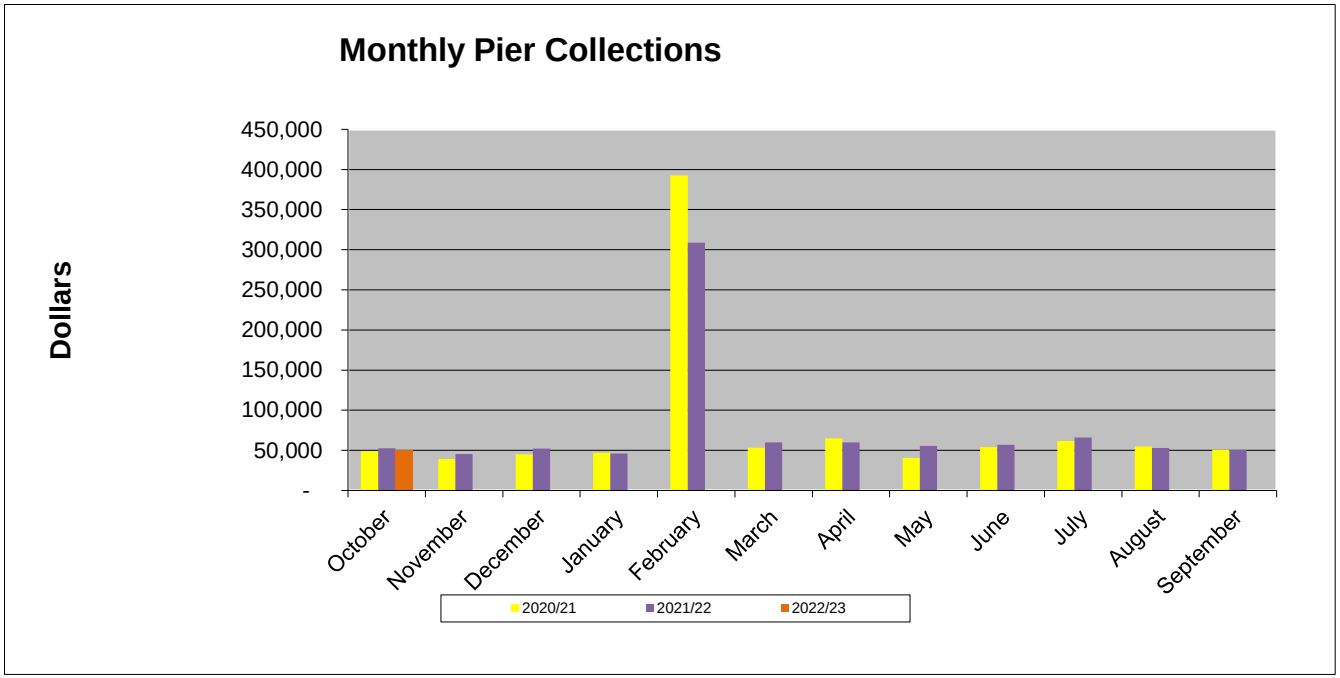
Cumulative	2020/21	2021/22	2022/23
October	98,451	101,582	130,036
November	172,193	176,728	-
December	250,735	279,049	-
January	350,600	370,800	-
February	453,195	478,175	-
March	607,723	624,023	-
April	748,488	807,420	-
May	905,789	1,018,123	-
June	1,042,005	1,206,726	-
July	1,176,663	1,431,138	-
August	1,311,689	1,603,088	-
September	1,441,776	1,737,704	-
Annual Budget Goal	**1,094,352**	**1,347,086**	**1,558,354**



Pier Revenues

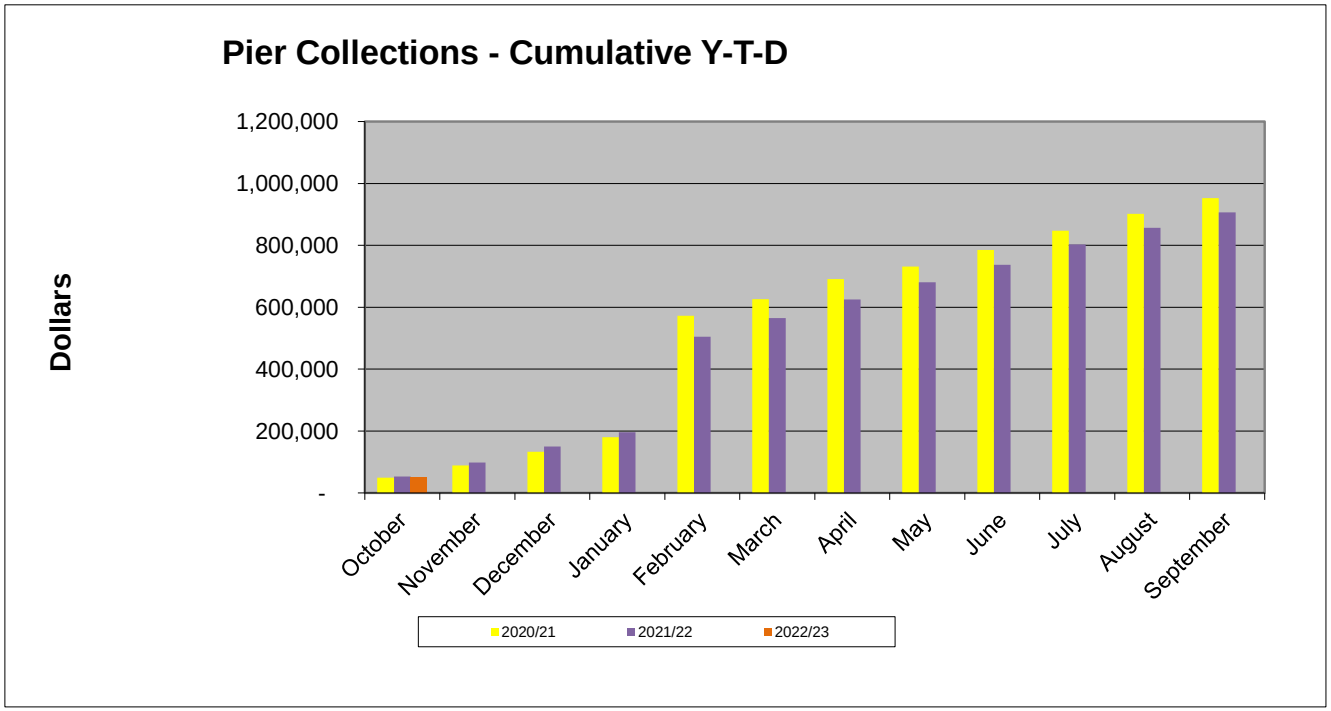
Pier Revenues - thru October 2022

Monthly	2020/21	2021/22	2022/23
October	49,128	52,575	50,313
November	39,289	45,411	
December	44,807	52,271	
January	46,662	45,906	
February	392,450	308,830	
March	53,244	59,863	
April	64,937	59,852	
May	40,544	55,621	
June	54,227	56,858	
July	61,599	66,152	
August	54,857	52,975	
September	50,878	50,426	
Total	952,620	906,740	50,313



Balance includes true-up for the annual rent of the Quarterdeck based on the lease agreement.

Cumulative	2020/21	2021/22	2022/23
October	49,128	52,575	50,313
November	88,416	97,986	-
December	133,223	150,257	-
January	179,885	196,163	-
February	572,336	504,993	-
March	625,579	564,856	-
April	690,516	624,708	-
May	731,061	680,329	-
June	785,287	737,187	-
July	846,886	803,339	-
August	901,742	856,314	-
September	952,620	906,740	-
Annual Budget Goal	**773,952**	**844,816**	**937,301**

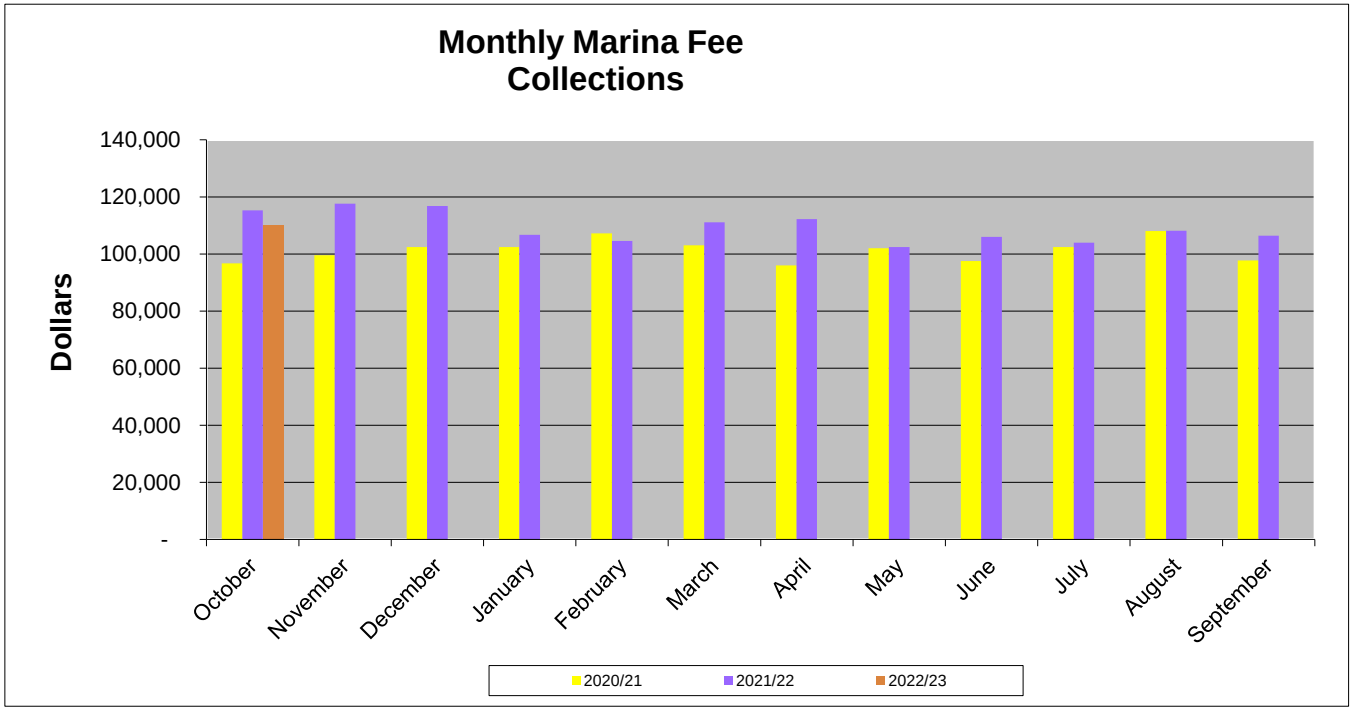


Marina Fee Collections

Marina Fees - thru October 2022

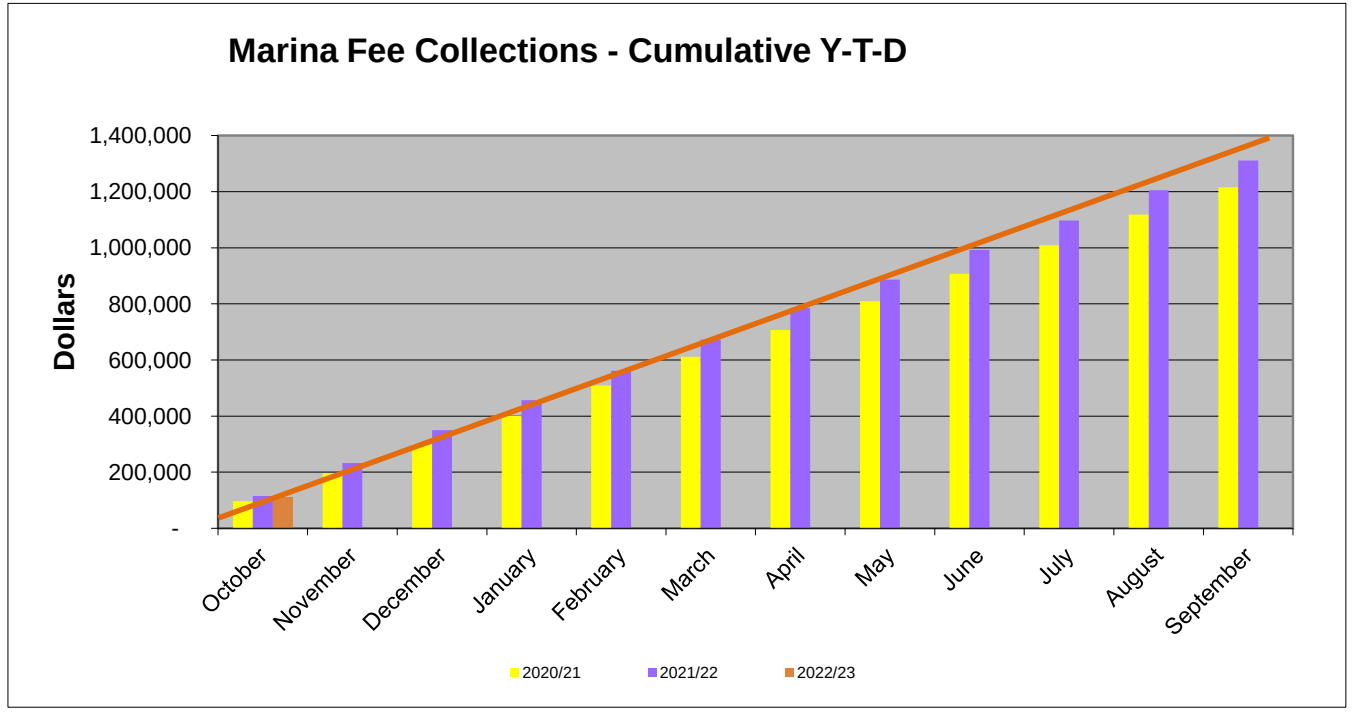
Monthly

	2020/21	2021/22	2022/23
October	96,691	115,264	110,115
November	99,519	117,663	
December	102,437	116,830	
January	102,400	106,673	
February	107,245	104,605	
March	103,019	111,125	
April	96,002	112,170	
May	102,039	102,373	
June	97,546	106,001	
July	102,395	104,000	
August	108,051	108,096	
September	97,767	106,418	
Total	1,215,110	1,311,218	110,115



Cumulative

	2020/21	2021/22	2022/23
October	96,691	115,264	110,115
November	196,210	232,927	
December	298,647	349,758	-
January	401,047	456,431	-
February	508,292	561,036	-
March	611,312	672,161	-
April	707,313	784,330	-
May	809,352	886,703	-
June	906,898	992,704	-
July	1,009,292	1,096,704	-
August	1,117,343	1,204,800	-
September	1,215,110	1,311,218	-
Budget Goal	**1,011,953**	**1,290,768**	**1,339,555**

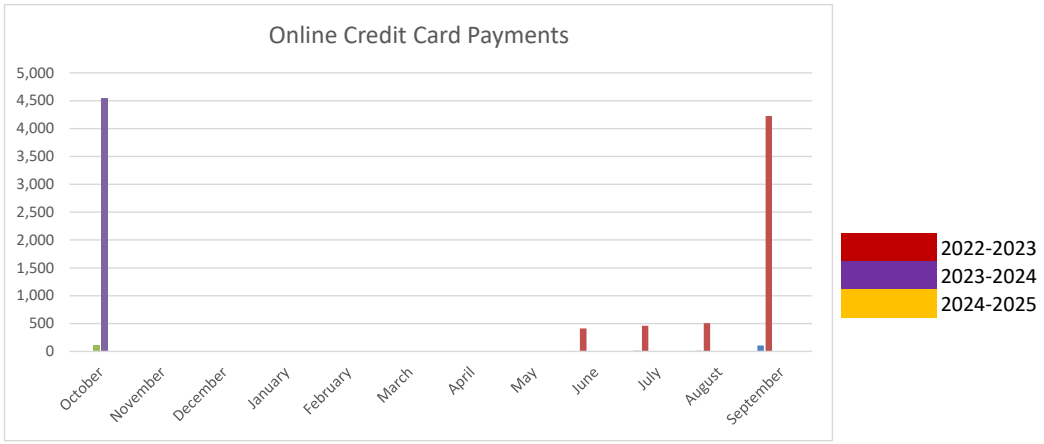


City of Dania Beach: Master Capital Projects Summary as of 9/30/22												
Project Name	**Project Number**	**Revenue Source**	**Original Budget**	**Grant Award**	**Cash Match**	**Budget Amendments**	**Total Budget Allocation**	**Total Expenses & Encumbrances**	**FY 22-23 Carryforward Amount**	**Project Phase/ Status**	**Anticipated Completion Date**	**Grant Expiration**
SE Stormwater II	PS-SW-0010	SRF Loan, Stormwater	6,159,729	-	-	786,532	6,946,261	(619,324)	6,326,937	Construction		
Neighborhood Drainage Improvement	PS-SW-0040	Transportation Surtax, Stormwater	1,170,960	-	-	3,000,000	4,170,960	(3,107,143)	1,063,817	Construction		
Citywide Stormwater Master Plan/CDBG Mitigation	PS-SW-0080	Stormwater, CDBG-MIT	-	795,000	265,000		1,060,000	-	1,060,000	Design		
NW 1st Ave Water Main Stirling-City Hall	N/A	Water	431,730	-	-	-	431,730	(48,549)	383,183	Design		
Lift Rehabs 5,7,10	PS-SU-0010	Sewer	1,137,594	-	-	(9,607)	1,127,987	(1,007,275)	120,712	Construction		
SCADA System	PS-SU-0011	Sewer	257,715	-	-	13,620	271,335	(271,335)	-	Completed		
HMGP Lift Stations	PS-SU-0021	HMGP	1,686,442	-	-	-	1,686,442	(499,800)	1,186,642	Construction		
Pier Refurbishing	PS-BP-0040, PS-BP-0041	Pier, GF Loan	500,000	-	-	1,773,921	2,273,921	(2,273,921)	-	Construction		
Solar Lighting	PS-RB-0020, PS-RB-0043, PS-RB-0044	CDBG 44, 46, 47	-	396,491	-	-	396,491	-	396,491	Construction		4/30/2023
Fire Rescue - Station #1	PS-PB-0020, PS-PB-0021	HMGP, City Match	-	812,850	270,150	-	1,083,000	(165,868)	917,132	Construction		7/31/2023
City Hall Wind Retrofit and Generator	PS-BP-0010, PS-BP-0011	HMGP	-	2,405,500	-	-	2,405,500	(222,300)	2,183,200	Design		
Frank C. "Tootie" Adler Park	N/A	FRDAP, GF	300,000	200,000	-		500,000	(46,450)	453,550	Design		4/30/2023
Southeast 5th Avenue Crosswalk	PS-RB-0031	Capital	200,000	-	-	-	200,000	(80,500)	119,500	Construction		
Nyberg Swanson / Women's Club	PS-PB-0040, PS-PB-0041	Capital	-	-	-	500,000	500,000	-	500,000	Design		
Solar Street Lighting	PS-RB-0040, PS-RB-0041, PS-RB-0042, PS-RB-045	Capital, Bank Loan	-	-	-	1,305,462	1,305,462	(1,217,775)	87,687	Construction		
Oasis XIV - CDBG 45	PS-RB-0030	CDBG 45	-	172,549	-	-	172,549	(169,360)	3,189	Construction		9/30/2022
Oasis XV - Capital Fund	N/A	Capital	-	-	-	58,149	58,149	(11,000)	47,149	Construction		
Sidewalk Masterplan Tier 1	N/A	Capital, ARPA, GF	400,000	-	-	-	400,000	-	400,000	Not Started		

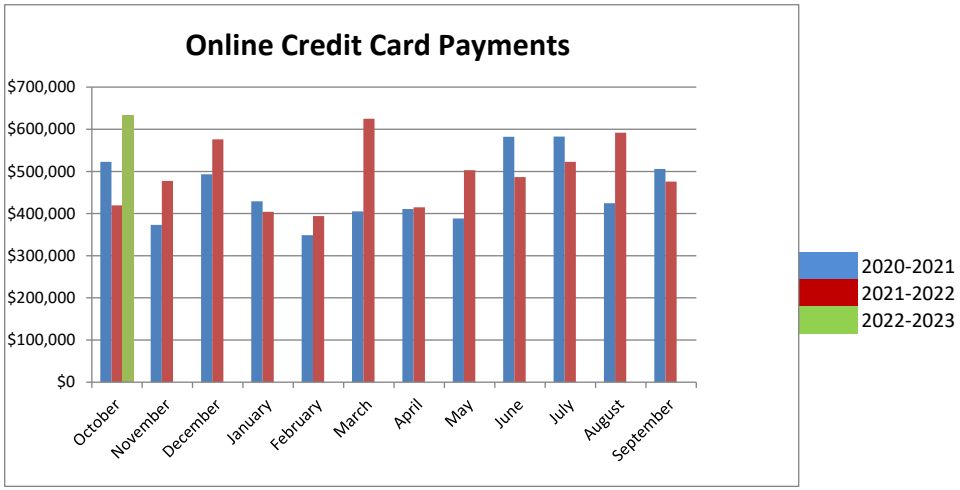
City of Dania Beach: Master Capital Projects Summary as of 9/30/22												
Project Name	**Project Number**	**Revenue Source**	**Original Budget**	**Grant Award**	**Cash Match**	**Budget Amendments**	**Total Budget Allocation**	**Total Expenses & Encumbrances**	**FY 22-23 Carryforward Amount**	**Project Phase/ Status**	**Anticipated Completion Date**	**Grant Expiration**
Roadway and Median Electrical	N/A	Capital	200,000	-	-	195,000	395,000	(145,000)	250,000	Construction		
Beach Revitalization Phase II	PS-BP-0050, PS-BP-0052	Capital	925,000	-	-	801,798	1,726,798	(1,206,339)	520,459	Construction		
CW Thomas Park Phase I	N/A	Bank Loan, Capital	18,100,000	-	-	265,505	18,365,505	(1,521,015)	16,844,490	Construction		
Beachside Restroom Improvement	PS-BP-0015	Capital	150,000							Planning		
City Hall Restrooms	PS-PB-0055	Capital	80,000							Planning		
Bus Stop Improvements	PS-RB-0110	Capital	90,000							Planning		
Neighborhood Water Line Replacement	PS-WU-0060	Water	203,000							Planning		
Water Plant Chemical Feed Area	PS-WU-0070	Water	150,000							Planning		
Tiger Tail Horizontal Well/Hydraulic Modeling	PS-WU-0052	Water								Planning		
Wells G&I Rehabilitation	PS-WU-0053	Water	100,000							Planning		
Dune Design Segment III Beach Nourishment	PS-BP-0051	Capital	20,900							Design		
Corridor Landscape Master Plan	PS-RB-0090	Capital	315,000							Design		
NW/SW 1st Street Water Main	PS-WU-0020, PS-WU-0021	Water	500,000							Design		
Water Plant Accelator Cleaning	PS-WU-0030	Water	100,000							Design		
C51 Water Supply	PS-WU-0050	Water	4,600,000							Design		
SW 52nd Street Drainage Improvement	PS-SW-0041	Stormwater	1,200,000	Resilient FL						Design		
Fuel Facility Improvements	PS-PB-0060	Capital	50,000							Construction		
SW 37th Terrace Drainage Improvement	PS-SW-0070	Stormwater	1,200,000	FDEP						Construction		
SW 54th Court Drainage Improvement	PS-SW-0050	Stormwater	1,200,000							Construction		
NW 1st St Streetscape	PS-RB-0070	Capital	250,000							Construction		
West Wing Life Safety	PS-PB-0051	Capital								Construction		
Median/Poles Electrification	PS-RB-0080	Capital	500,000							Construction		
Tidal Valves - Stormwater System	PS-SW-0100	Stormwater	250,000							On Hold		
FPL Service Laterals to Lights	PS-BP-0023	Capital								On Hold		

City of Dania Beach: Master Capital Projects Summary as of 9/30/22												
Project Name	**Project Number**	**Revenue Source**	**Original Budget**	**Grant Award**	**Cash Match**	**Budget Amendments**	**Total Budget Allocation**	**Total Expenses & Encumbrances**	**FY 22-23 Carryforward Amount**	**Project Phase/ Status**	**Anticipated Completion Date**	**Grant Expiration**
SW 34th Terrace Improvement	PS-SW-0060	Stormwater	750,000							On Hold		
SeaTech Parking Garage	PS-BP-0053	Capital	1,200,000							On Hold		
			$31,469,170	**$4,782,390**	**$535,150**	**$8,690,380**	**$45,477,090**	**($12,612,954)**	**$32,864,138**			

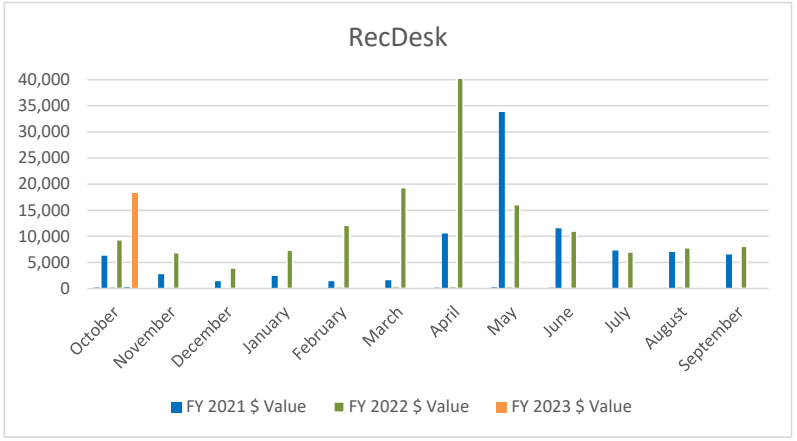
	FY 2022		FY 2023		FY 2024	
	# of Pymts	$ Value	# of Pymts	$ Value	# of Pymts	$ Value
October			112	$4,547		
November						
December						
January						
February						
March						
April						
May	0	$0				
June	9	$411				
July	10	$460				
August	13	$508				
Septembe	106	$4,227				



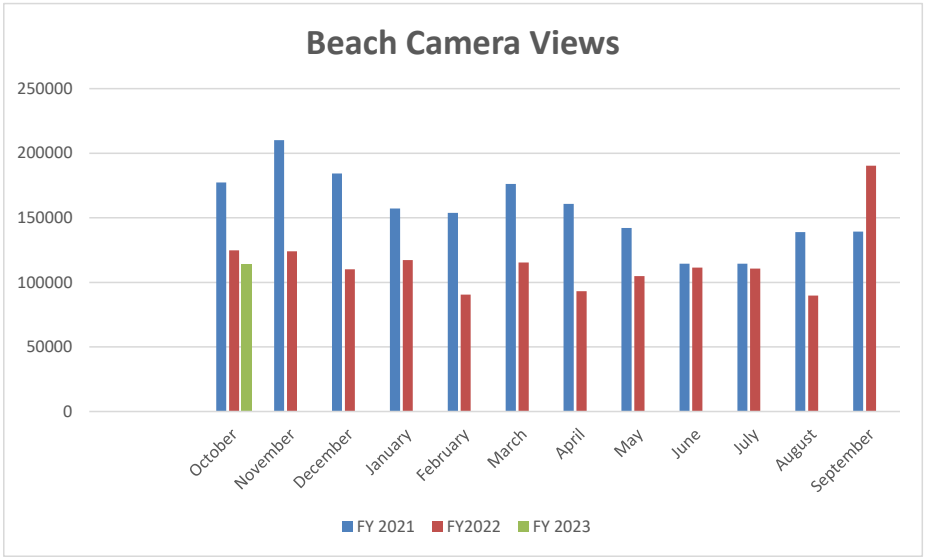
	FY 2021		FY 2022		FY 2023	
	# of Pymts	$ Value	# of Pymts	$ Value	# of Pymts	$ Value
October	1,694	$522,541	1,756	$419,523	1,799	$631,937
November	1,659	$372,920	1607	$477,225		
December	1,859	$493,048	1644	$575,861		
January	1,681	$429,192	1580	$403,966		
February	1,625	$348,642	1461	$393,924		
March	1,751	$405,303	1883	$624,708		
April	1,600	$410,951	1558	$415,006		
May	1,568	$388,510	1635	$502,840		
June	1,654	$581,978	1771	$486,384		
July	2,077	$582,478	2003	$522,805		
August	1,589	$424,738	1919	$591,853		
September	1,921	$505,704	1748	$475,765		



	FY 2021		FY 2022		FY 2023	
	# of Pymts	$ Value	# of Pymts	$ Value	# of Pymts	$ Value
October	197	$6,283	203	$9,350	293	$18,293
Novembe	90	$2,727	126	$6,835		
Decembe	46	$1,398	112	$3,952		
January	73	$2,416	106	$7,346		
February	60	$1,414	159	$12,120		
March	87	$1,595	252	$19,322		
April	161	$10,541	264	$48,956		
May	251	$33,829	205	$16,068		
June	152	$11,549	125	$10,999		
July	131	$7,298	108	$7,008		
August	124	$7,003	203	$7,805		
Septembe	142	$6,503	133	$8,115		

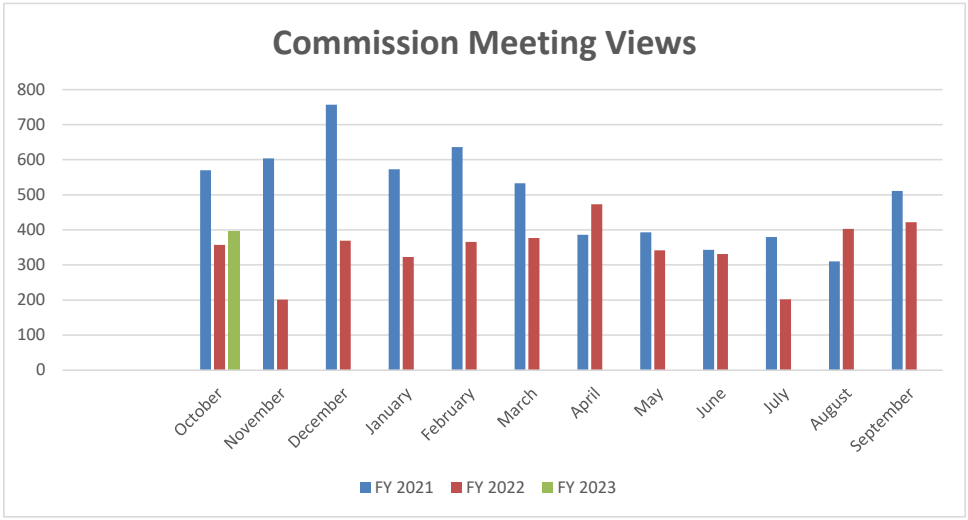


	FY 2021	FY2022	FY 2023
October	177,400	124,800	113,900
November	210,000	124,100	
December	184,300	110,100	
January	157,100	117,200	
February	153,700	90,500	
March	176,200	115,300	
April	160,700	93,100	
May	142,200	104,900	
June	114,400	111,500	
July	114,400	110,600	
August	138,900	89,700	
September	139,200	190,300	



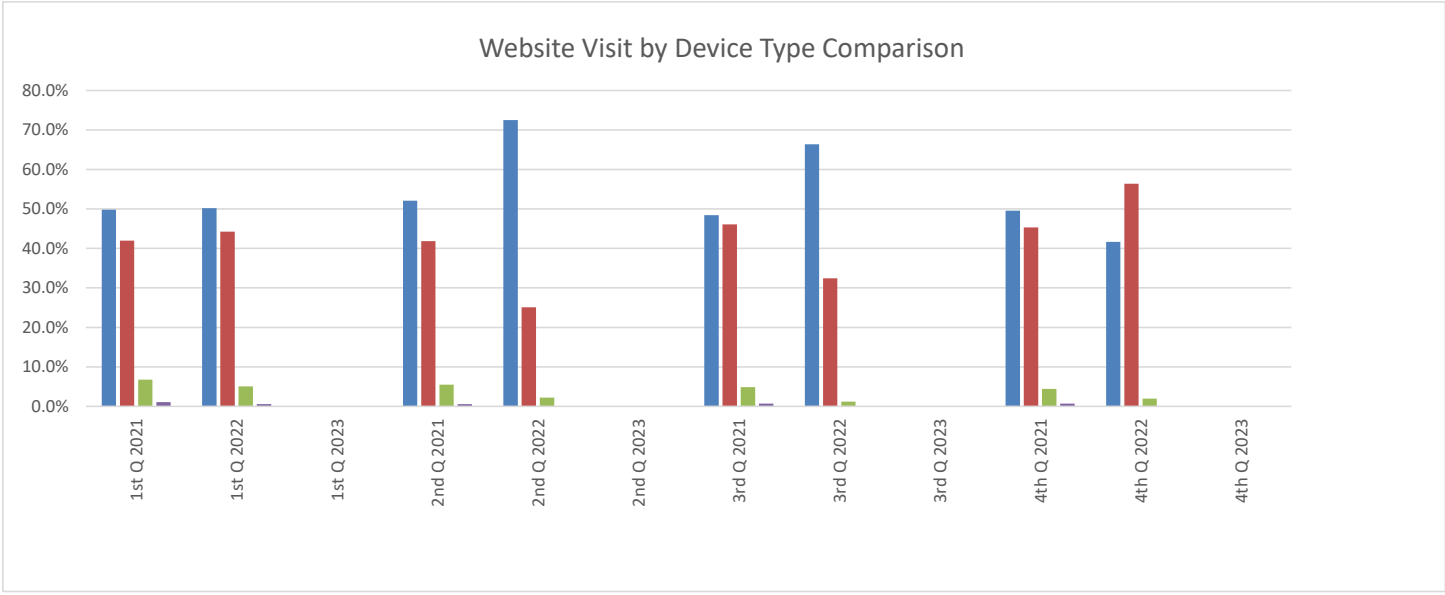
YouTube Channel

	FY 2021	FY 2022	FY 2023
October	570	357	396
November	604	201	
December	757	369	
January	573	323	
February	636	366	
March	533	377	
April	386	473	
May	393	342	
June	343	331	
July	380	202	
August	310	403	
September	511	422	

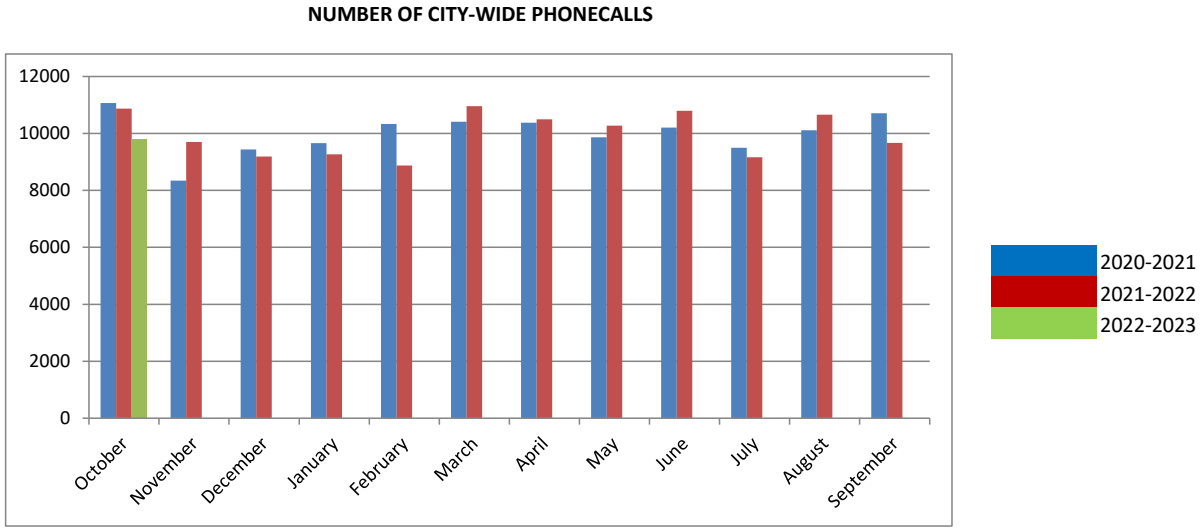


Website Visit by Device Type Comparison

	1st Q 2021	1st Q 2022	1st Q 2023	2nd Q 2021	2nd Q 2022	2nd Q 2023	3rd Q 2021	3rd Q 2022	3rd Q 2023	4th Q 2021	4th Q 2022	4th Q 2023
Desktop	49.8%	50.2%		52.1%	72.5%		48.4%	66.4%		49.6%	41.6%	
Smartphone	42.0%	44.2%		41.8%	25.1%		46.1%	32.5%		45.3%	56.4%	
Tablet	6.8%	5.0%		5.5%	2.2%		4.9%	1.2%		4.4%	2.0%	
Other	1.1%	0.6%		0.6%			0.7%			0.7%		

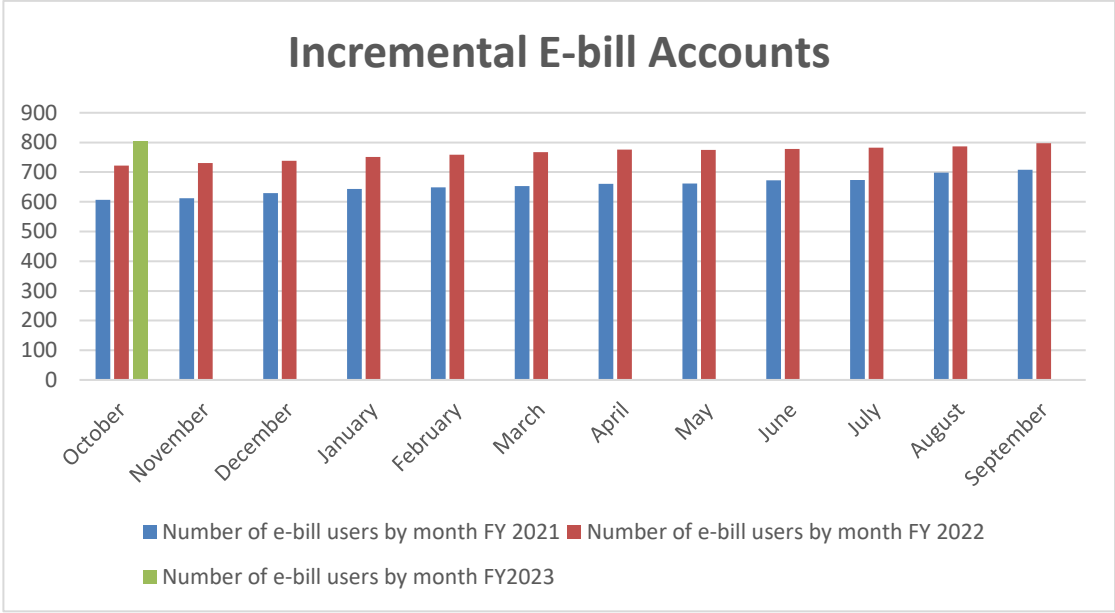


	FY 2021	FY 2022	FY 2023
October	11,070	10,868	9,789
November	8,348	9,702	
December	9,435	9,193	
January	9,656	9,268	
February	10,334	8,875	
March	10,410	10,960	
April	10,374	10,499	
May	9,863	10,274	
June	10,210	10,791	
July	9,496	9,164	
August	10,112	10,658	
September	10,713	9,667	



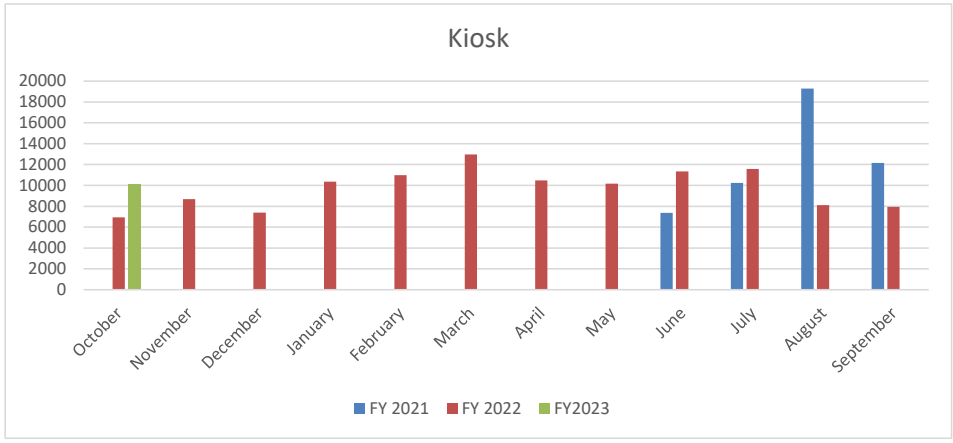
Number of e-bill users by month

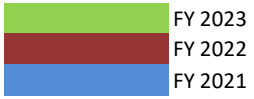
	FY 2021	FY 2022	FY2023
October	607	722	804
November	612	731	
December	629	738	
January	643	751	
February	649	759	
March	653	767	
April	661	776	
May	662	775	
June	672	778	
July	674	782	
August	698	787	
September	708	797	



Kiosk

	FY 2021	FY 2022	FY2023
October		$ 6,940.80	$ 10,067.50
November		$ 8,678.89	
December		$ 7,403.30	
January		$ 10,348.96	
February		$ 10,992.74	
March		$ 12,964.70	
April		$ 10,480.52	
May		$ 10,160.84	
June	$ 7,372.46	$ 11,336.27	
July	$ 10,238.61	$ 11,575.17	
August	$ 19,296.09	$ 8,117.21	
Septembe	$ 12,155.35	$ 7,940.87	





Business Tax Receipt Activity - October 2022

Out of Business/Inactive	# of BTRs	Dollar Amount
Liberty Insurance Underwriters Inc	1	$ 183.75
Liberty Mutual Insurance Company	1	$ 183.75
Martin & Kathy Scheinkman	1	$ 238.50
Old Republic General Insurance Corporation	1	$ 183.75
Pennsylvania Lumbermens Mutual	1	$ 183.75
RAC Acceptance East LLC	1	$ 131.25
Rawson Portnoy Properties	3	$ 189.00
Walter Cesario	1	$ 63.00
Total Out of Business/Inactive	**10**	**$ 1,356.75**

New Approved Applications	# of BTRs	Dollar Amount
Absolute Building Solutions	1	$ 730.00
All Savers Insurance Company	1	$ 183.75
Axel Angeles	1	$ 31.50
Bankers Life Insurance Company	1	$ 183.75
CMFG Life Insurance Company	1	$ 183.75
Fidelity Life Association	1	$ 183.75
Fortunee LLC	1	$ 63.00
Frontline Finish	1	$ 546.25
General Insurance Company of America	1	$ 183.75
Island Gyalz Couriers LLC	1	$ 572.50
LSEZ LLC	1	$ 236.25
Hollywood Medical Alliance LLC	1	$ 546.25
Michael Demishev	1	$ 236.25
Nir Shemer	1	$ 196.50
Panariagroup USA Inc	1	$ 520.00
Pavonia Life Insurance Company of Michigan	1	$ 183.75
Pennsylvania Lumbermens Mutual Company	1	$ 183.75
Reniassance Life & Health Insurance Company	1	$ 183.75
Safety National Casualty Corp	1	$ 183.75
Shining Stars Pediatric Extended Care	1	$ 751.25
Silverscript Insurance Company	1	$ 183.75
Spinnaker Insurance Company	1	$ 183.75
Standrard Life and Casualty Insurance Company	1	$ 183.75
Tier One Insurance Company	1	$ 183.75
Transguard Insuance Company of America	1	$ 183.75
Unitedhealthcare Life Insurance Company	1	$ 183.75
Veronica Murillo	1	$ 31.50
Washington National Insurance Company	1	$ 183.75
Wendy E Awes	1	$ 236.25
Total New Applications	**29**	**$ 7,637.50**

BTR Status	# of BTRs	Total Dollar Amount	
Open Renewals- Current Year	**488**	**$ 131,555.54**	
Paid Renewals	**2,682**	**$ 948,298.37**	
Total BTRs as of 10/31/2022	**3,170**	**1,079,853.91**	**

**includes license fee, fire inpsection & solid waste registration

Miscellaneous Billing Invoice Aging Report

Aging Date 10/31/2022

Report By Invoice Type

	Description	Current	1-30	31-60	61-90	90+	Total
Invoice Type - CEM - Cemetery							
# 4652 - Eric L Wilson	Reservation of Burial Plot	.00	.00	.00	.00	4390.00	4,390.00
# 5474 - Cokenya D West	Reservation of Burial Plot	.00	.00	.00	.00	250.00	250.00
# 4179 - AJ Manuel Funeral Home	Reservation of Burial Plot	.00	.00	.00	.00	1680.00	1,680.00
# 5736 - Sands, Carolyn	Reservation of Burial Plot	.00	.00	.00	.00	3000.00	3,000.00
# 5756 - Rahming Poitier Funeral Home	Reservation of Burial Plot	.00	.00	.00	.00	6430.00	6,430.00
# 5757 - Fuller Funeral Home	Reservation of Burial Plot	.00	.00	.00	.00	990.00	990.00
# 5673 - Agape Funeral and Cremation	Reservation of Burial Plot	.00	.00	.00	.00	6720.00	6,720.00
# 3946 - Eric S George Funeral Home	Reservation of Burial Plot	.00	.00	.00	1680.00	2380.00	4,060.00
# 5909 - Freeman Funeral Home	Reservation of Burial Plot	.00	.00	.00	.00	1500.00	1,500.00
# 4165 - Roy Mizell & Kurtz Funeral	Reservation of Burial Plot	.00	.00	.00	.00	1680.00	1,680.00
# 5924-Garcia Gimeno	Reservation of Burial Plot	.00	.00	.00	.00	200.00	200.00
# 5978 - Angels of Paradise	Reservation of Burial Plot	.00	.00	.00	.00	1680.00	1,680.00
# 5862 - Love and Grace Funeral Home	Reservation of Burial Plot	.00	.00	.00	.00	3360.00	3,360.00
# 5976 - John Hanks Memorial Services	Reservation of Burial Plot	.00	.00	.00	.00	1500.00	1,500.00
# 4569 - Clark and Norris Funeral Home	Reservation of Burial Plot	.00	.00	.00	.00	1680.00	1,680.00
# 5925- Anthony R Manuel Funeral Home	Reservation of Burial Plot	1500.00	.00	.00	.00	.00	1,500.00
# 5907 - Poitier Family Funeral Home	Reservation of Burial Plot	.00	.00	.00	.00	1680.00	1,680.00
# 6068 - Henry Graham	Reservation of Burial Plot	.00	3625.00	.00	.00	.00	3,625.00
# 6069 - Neshama Jewish Funeral	Reservation of Burial Plot	3625.00	.00	.00	.00	.00	3,625.00
# 4786 - Dillard Josephine	Reservaton of Burial Plot	.00	.00	.00	.00	200.00	200.00
Cemetery Totals		**$5,125.00**	**$3,625.00**	**$0.00**	**$1,680.00**	**$39,320.00**	**$49,750.00**
Invoice Type - ART & SEAFOOD - Arts & Seafood Festival							
# 5472 - Meyers Group LLC	Arts and Seafood Sponsorship	.00	.00	.00	.00	5000.00	$ 5,000.00
# 4900 - Storm Tight Windows	Arts and Seafood Sponsorship	.00	.00	.00	.00	2,500.00	2,500.00
Arts & Seafood Totals		**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$7,500.00**	**$7,500.00**
Invoice Type - BULK Trash Pk Up - Notice of Violation							
	Bulk Trash Pickup	300.00	.00	1650.00	930.00	3030.00	5910.00
Bulk Trash Pk Up		**$300.00**	**$0.00**	**$1,650.00**	**$930.00**	**$3,030.00**	**$5,910.00**
Invoice Type -CRA - Misc CRA							
# 4918 - Arnold & Sharon Nearn	Millennium Facase Grant	.00	.00	.00	.00	6000.00	6,000.00
Misc CRA Totals		**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$6,000.00**	**$6,000.00**
Invoice Type FA- False Alarm							
Miscellaneous FA Customers	BSO & Fire False Alarms	.00	.00	.00	.00	2,000.00	2,000.00
False Alarm Totals		**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$2,000.00**	**$2,000.00**
Invoice Type FI - Fire Inspection							
3065 - Keynorth Townhomes	Annual Inspection FY 11	.00	.00	.00	.00	1,700.00	1,700.00
3072 - Atlantis Management	Annual Inspection FY 11 & FY 12	.00	.00	.00	.00	7,800.00	7,800.00
1012 - Gulfstream Apts.	Annual Inspection FY 11 & FY 12	.00	.00	.00	.00	2,800.00	2,800.00
# 4466 - Meadowbrook Condo	Annual Inspection FY 13	.00	.00	.00	.00	1,000.00	1,000.00
4644 - Oakbridge Townhomes	Annual Inspection FY 14	.00	.00	.00	.00	4,000.00	4,000.00
Miscellaneous FI Customers	Annual & Re-Inspections	.00	.00	28,570.00	.00	219,015.00	247,585.00
Fire Inspection Totals		**$0.00**	**$0.00**	**$28,570.00**	**$0.00**	**$236,315.00**	**$264,885.00**
Invoice Type GR Federal - Grant Reimb. Federal Government							
# 5848 - USDA - Grant	USDA Grant	$0.00	$0.00	$0.00	$0.00	$10,541.64	$10,541.64
GR Federal Totals		**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$10,541.64**	**$10,541.64**
Invoice Type GR State - Grant Reimb. State of Florida							
# 4438 - Florida Department of	State of Florida	$0.00	$0.00	$0.00	$0.00	$105,167.53	$105,167.53
GR State Totals		**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$105,167.53**	**$105,167.53**
Invoice Type LM - Lake Maintenance							
Miscellaneous LM Customers	Lake Maintenance	.00	.00	.00	.00	275.36	275.36
Lake Maintenance Totals		**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$275.36**	**$275.36**
Invoice Type MS - Miscellaneous							
# 4647 - Palmetto Hospitality of Dania	Water Impact Fees	.00	.00	.00	.00	20,242.00	20,242.00
Misc. Customers	**Misc. Customers**	.00	17,090.00	.00	162,047.20	24,559.43	203,696.63
Miscellaneous Totals		**$0.00**	**$17,090.00**	**$0.00**	**$162,047.20**	**$44,801.43**	**$223,938.63**
Grand Totals		**$5,425.00**	**$20,715.00**	**$30,220.00**	**$164,657.20**	**$454,950.96**	**$675,968.16**

City of Dania Beach
Commercial Solid Waste Report FY 2022-2023
Payments Received

Annual Budget $ 730,000

Waste Hauler

	Choice Waste AKA Waste Connections	Waste Management	All Service Refuse AKA Repucblic Services	S & S National Waste AKA Bicon, Inc.	Panzarella Waste & Recycling Services	Great Waste	COASTAL WASTE & RECYCLING INC	General Fund
Permit Application Fee	75.00	-	-	225.00	75.00	75.00	75.00	
Annual Permit Fee	1,000.00	-	-	1,000.00	1,000.00	1,000.00	1,000.00	Monthly Activity
Monthly Franchise								
Oct	$ 5,924.84	$ 30,835.82	$ 15,713.24	$ 5,799.87	$ 663.28	$ 1,808.93	$ 7,382.83	$ 68,128.81
Nov								-
Dec								-
Jan								-
Feb								-
Mar								-
Apr								-
May								-
Jun								-
Jul								-
Aug								-
Sep								-
Total Mo. Franchise	$ 5,924.84	$ 30,835.82	$ 15,713.24	$ 5,799.87	$ 663.28	$ 1,808.93	$ 7,382.83	$ 68,128.81

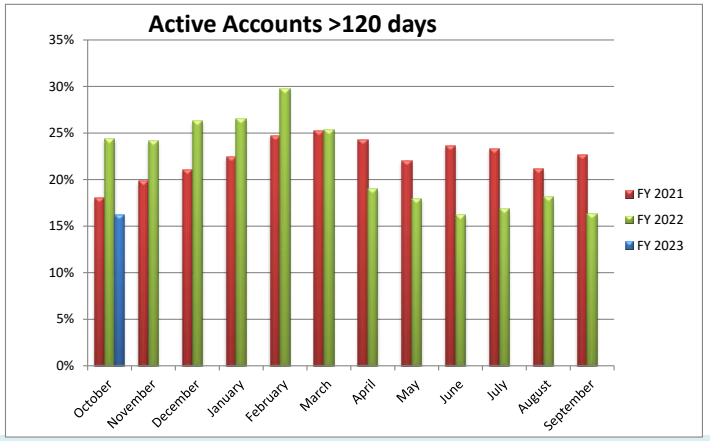
	Choice Waste AKA Waste Connections	Waste Management	All Service Refuse AKA Repucblic Services	S & S National Waste AKA Bicon, Inc.	Panzarella Waste & Recycling Services	Great Waste	COASTAL WASTE & RECYCLING INC	Solid Waste Fund
Monthly Franchise								
Oct	$ 1,974.95	$ 10,278.61	$ 5,237.75	$ 1,933.29	$ 221.10	$ 602.98	$ 2,460.95	$ 22,709.63
Nov								$ -
Dec								$ -
Jan								$ -
Feb								$ -
Mar								$ -
Apr								$ -
May								$ -
Jun								$ -
Jul								$ -
Aug								$ -
Sep								$ -
Total Mo. Franchise	$ 1,974.95	$ 10,278.61	$ 5,237.75	$ 1,933.29	$ 221.10	$ 602.98	$ 2,460.95	$ 22,709.63

Total Receipts	$ 8,974.79	$ 41,114.43	$ 20,950.99	$ 8,958.16	$ 1,959.38	$ 3,486.91	$ 10,918.78	**$ 96,363.44**

WATER & SEWER UTILITY AGING REPORT

ACTIVE ACCOUNTS

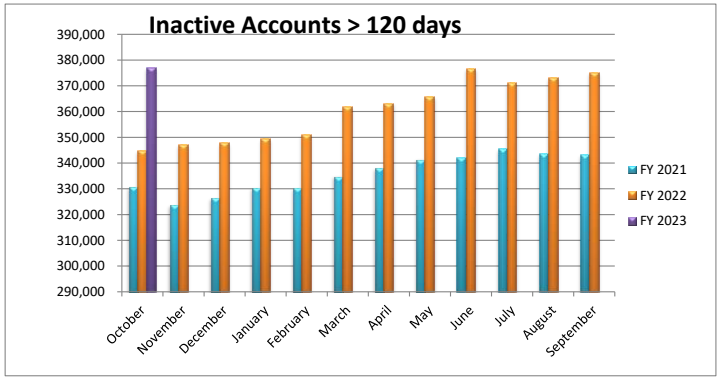
	FY 2021			FY 2022			FY 2023		
	>120 Past Due	Monthly Billings	% DELQ	>120 Past Due	Monthly Billings	% DELQ	>120 Past Due	Monthly Billings	% DELQ
October	183,822	$ 1,019,908	18%	275,153	$ 1,130,854	24%	184,989	$ 1,140,696	16%
November	207,753	1,049,166	20%	276,502	1,145,557	24%			
December	227,856	1,082,042	21%	286,708	1,088,332	26%			
January	248,468	1,107,929	22%	309,337	1,166,202	27%			
February	262,649	1,063,670	25%	322,379	1,084,213	30%			
March	262,514	1,042,220	25%	281,908	1,112,053	25%			
April	273,503	1,129,480	24%	222,556	1,169,668	19%			
May	264,778	1,203,079	22%	211,091	1,178,959	18%			
June	260,736	1,105,993	24%	190,542	1,173,565	16%			
July	248,966	1,069,697	23%	201,407	1,194,888	17%			
August	246,396	1,164,114	21%	202,749	1,120,866	18%			
September	250,534	1,107,838	23%	183,816	1,129,966	16%			
Annual Avg	$ 244,831	$ 1,095,428	22%	$ 247,012	$ 1,141,260	22%	$ 184,989	$ 1,140,696	16%



Active Account Graph: Billing data indicates deliquency rate on active accounts remain constant at an average of 1% of billings per month

INACTIVE ACCOUNTS

	FY 2021	FY 2022		FY 2023	
	>120 Past Due	>120 Past Due	% +/-	>120 Past Due	% +/-
October	330,831	344,685	4%	377,040	9%
November	323,648	346,914	7%		
December	326,595	347,964	6%		
January	330,267	349,252	5%		
February	330,406	350,890	6%		
March	334,793	361,917	7%		
April	337,912	363,125	7%		
May	341,380	365,539	7%		
June	342,137	376,626	9%		
July	345,332	371,165	7%		
August	343,626	372,990	8%		
September	343,127	375,001	8%		
Annual Avg	$ 335,838	$ 360,506	7%	$ 377,040	9%



Water Fund					Monthly Utility Account Activity								Misc						
	Building/ New Construction Activity				Delinquent Account Activity								Meter Replacement					New Accts	
	Water Impact Fee		Water Tap Fee		Delinquent		5	Turn-Off		30	Pulled Meter Reinstall Fee		# of Meters Replaced				Prior Yr.	# per Month	Prior Yr.
	2022	2023	2022	2023	2022	2023	# of Accts	2022	2023	# of Accts	2022	2023	2023						
													5/8"	1"- 1 1/2"	2" and above	Total			
Oct	40,482.00	38,925.00	-	-	3,695.00	1,240.00	248.00	-	3,280.00	109	-	-				-	6	30	31
Nov	-		-		3,706.50		-	-		-	-	-				-	2		45
Dec	38,925.00		-		3,665.00		-	80.00		-	-	-				-	5		52
Jan	-		-		2,685.00		-	-		-	-	-				-	2		35
Feb	7,785.00		1,750.00		1,880.00		-	-		-	-	-				-	1		43
Mar	3,114.00		2,900.00		5,130.00		-	-		-	-	-				-	2		83
Apr	12,456.00		-		2,585.00		-	7,970.00		-	-	-				-	2		71
May	17,127.00		-		2,405.00		-	4,320.00		-	-	-				-	3		68
Jun	1,557.00		1,450.00		2,250.00		-	3,440.00		-	-	-				-	3		37
Jul	2,282.00		1,450.00		3,095.00		-	3,731.61		-	-	-				-	2		49
Aug	-		-		2,685.00		-	3,660.00		-	-	-				-	2		71
Sept	15,570.00		3,385.00		2,870.00		-	3,160.00		-	-	-	9	-	-	9	14		36
Total	**$ 139,298**	**$ 38,925**	**$ 10,935**	**$ -**	**$ 36,652**	**$ 1,240**	**248**	**$ 26,362**	**$ 3,280**	**109**	**-**	**-**	**Yr-to-Date Total**			**9**	**44**	**30**	**621**

5.11%

# of City's 4,850 accounts become delinquent for this period…

44%

of the deliquent accounts are turned-off monthly for non-payment

City of Dania Beach
General Fund
Unassigned Fund Balance - - Contingency

	----- General Fund -------	
	Contingency	**Unassigned Fund Balance**
Balance 10/1/22 (Unudited)	$ 325,000	$ 29,383,000
(Uses) / Additions:		
October	(4,500)	(861,297)
November	-	-
December	-	-
January	-	-
February	-	-
March	-	-
April	-	-
May	-	-
June	-	-
July	-	-
August	-	-
September	-	-
Sub-Total (Uses) / Additions	(4,500)	(861,297)
Sub-Total Available	320,500	28,521,703
Other Considerations		
GFOA/City Commission 25% Reserve		(12,500,000) est.
Bridge Loans - S.E. Stormwater		(1,000,000)
Estimate of Availability at 09/30/23	**$ 320,500**	**$ 15,021,703**

City of Dania Beach

#001-18-00-519-99-10
Contingency Account

Original Budget	$	325,000	
Uses:			
		Total	
Oct		**(4,500)**	Vice Mayor- Picnic
Nov		**-**	
December		**-**	
January			
February			
March			
April			
May			
June			
July			
August			
September			
Balance Remaining	**$**	**320,500**	

City of Dania Beach

General Fund

Analysis of

Fund Balance

	Balance 10/1/22	**29,383,000**	
Uses:	**#389-90-01**		
	October	(861,297)	C/Fwd PO's
	November		
	December		
	January		
	February		
	March		
	April		
	May		
	June		
	July		
	August		
	September		
	Total Uses (Sources)	(861,297)	
	Estimated Balance Available 09/30/23	$ 28,521,703	
	Other Considerations		
	GFOA/City Commission 25% Reserve	(12,500,000)	est.
	Bridge Loans - S.E. Stormwater	(1,000,000)	
	Estimate of Availability at 09/30/23	**15,021,703**	

CITY OF DANIA BEACH
CITY ATTORNEY'S OFFICE

MEMORANDUM

DATE: November 21, 2022

TO: Mayor and City Commission

FROM: Eve A. Boutsis, City Attorney

Eve A. Boutsis

Digitally signed by Eve A. Boutsis
Date: 2022.11.09 16:15:24 -05'00'

SUBJECT: Proposed Interlocal Agreement Regarding Airport

The Request

The County has requested the City to review the draft interlocal relating to count airport regulations.

Background

On September 15, 2022, Broward County reached out to the City regarding their request for an Interlocal Agreement between all the cities adjoining the airport. Fla. Stat. Chapter 333 authorizes the County to enforce land use regulations adjacent to, or in the immediate vicinity of the Airport, which regulations can be enforced through an interlocal or the creation of an aviation board with the affected adjoining cities.

By way of background, the City previously filed suit against the Hollywood/Ft Lauderdale Airport, due to its expansion and noise issues. By November 18, 2013, the City and the County executed a settlement agreement relating to (1) transfer of certain land (voluntary sales of property), (2) the county sound proofing certain residences, (3) County to implement sound mitigation and abatement regulations; (4) voluntary nightly closures, (5) stormwater management funding by County for Taylor Road area, (6) tree relocation along Griffin Road, (7) county to erect "Welcome to Dania Beach sign on former Hilton Property; (8) county to maintain certain area of Griffin Road, wall and swale areas, County to pay City $278,000 in liquidated damages; (9) the settlement replaces the 1995 Interlocal Agreement, which would now allow the permits to proceed with the South runway expansion, including the demolition of the Hilton Hotel.

Please note, that the City Charter, at Article 3, Section 3, states:

> Any agreement of any kind to which the city may be a party, which affects any city residents and which involves any expansion, modification, addition to or change to or of any lands associated with the Fort Lauderdale-Hollywood International Airport, shall require a four-fifths (⅘) vote of the city commission, as authorized in advance by adoption of an ordinance. There shall be two (2) public hearings on the

> ordinance and notice of each such hearing shall be published in a newspaper of general circulation within the city, at least ten (10) days before each such hearing.

I do not believe that this Charter provision is impacted by the ILA but have provided the language so that we are aware of the Charter provision.

Based, in part, upon the settlement agreement and consistent with the Federal Aviation Administration regulations for a city adjacent to an airport, the City modified the Land Development Code (LDC) to include Section 260-10, provides regulations relating to "Airport proximity and navigational hazard regulations" which requires review relating to special height limitations and Federal Aviation Administration (FAA), Florida Department of Transportation (FDOT) review requirements, and compliance with Chapter 333, Florida Statutes, which provides additional height, land use, and zoning regulations in the vicinity of airports.

In March 2022, the County amended its Airport regulations contained at Section 5-182.10, further regulating the determination of hazards to aviation safety. The County would like to enact the interlocal authorized pursuant to Chapter 333 of the Florida Statutes and seek to shift some of the responsibilities to the adjacent municipalities for enforcement. County Code Section 5-182.10 is divided into three main parts: subsection (a) that governs the runway protection zones (i.e., the areas close to the end of the runways); subsection (b) that governs notice of noise impacts; and subsection (c) that governs obstruction approvals and land use. In subsection (c), there are provisions that deal with obstruction approvals (subsection (c)(2)) and provisions that contain "land use compatibility regulations" (subsection (c)(3)). The proposed Interlocal Agreement would have the City adopt all provisions in Section 5-182.10, but there is no reason why the City could not pick and choose which provisions it accepts, or identify revisions to certain provisions to meet the City's needs.

<u>Overview of Land Use Regulations Applicable to Areas Near the Airport</u>

There are multiple levels of government regulation of land use near airports that are designed to protect the safety of air navigation. At the federal level, the Federal Aviation Administration ("FAA") has regulations at 14 CFR Part 77 that are designed to maximize the safety of aircraft operations. Those regulations prohibit the creation of physical hazards to air navigation and establish a system whereby property owners provide notice to the FAA when they propose buildings or mobile objects over a certain height above ground level so that the agency can determine whether they present a hazard. There are different heights that require notice depending on the location in relation to the runways (the height limits are lower off the ends of runways), the location in relation to maps of "imaginary surfaces" that show the height at which an object could interfere with air navigation, and other factors. 14 CFR §§ 77.13-77.23. For example, the FAA reviews proposed objects 200 feet high that are located within three miles of a runway like at the Airport. See 14 CFR § 77.17(a)(2). 131010561.3

Florida law also provides for the regulation of land use near airports to prevent the creation of hazards to air navigation. Chapter 333, Florida Statutes, governs "airport zoning." The statute requires a permit from the Florida Department of Transportation for the construction of any obstruction within ten miles of an airport, § 333.025(1), Fla. Stat., and also requires local

governments to enact zoning laws to prevent the creation of hazards, § 333.03(1)(a), Fla. Stat. Where the airport is operated by a local government that is different than the local government that has authority over land use, the statute requires the two governments to either "[b]y interlocal agreement, adopt, administer and enforce a set of airport protection zoning regulations," or "create a joint airport protection zoning board that shall adopt, administer, and enforce a set of airport protection zoning regulations." § 333.03(1)(b), Fla. Stat. Where more than one local government enacts airport zoning regulations that are in conflict "with respect to the height of structures or vegetation, the use of land, or any other matter," then "the more stringent limitation or requirement shall govern and prevail." § 333.04(2), Fla. Stat.

Broward County Code Section 5-182.10 also regulates land use near the Airport, including in areas of Dania Beach. The County has authority to regulate land use in unincorporated areas but may have more limited authority to regulate land use in the municipal limits of Dania Beach. The County's airport zoning ordinance addresses height issues like the federal regulations and Dania Beach ordinance, but expressly reserves the County's right to declare a structure a hazard even if the FAA determines that it does not threaten safe air navigation. § 5-182.10(2)(c), County Code. The ordinance provides that no development permit shall be issued for any structure with a height that exceeds the airport imaginary surface for its location. The ordinance also contains a section of "land use compatibility regulations" that limits lighting of structures and prohibits the operation of a land use "that is misleading or dangerous to aircraft operating in the vicinity of the Airport." § 5-182.10(3)(b), County Code. The ordinance also states that "[i]t is the intention of the Board of County Commissioners … that each local government that has land underlying the Airspace Imaginary Surfaces, by interlocal agreement in accordance with Chapter 333, Florida Statutes, adopt, administer, and enforce the regulations in this Section…" § 5-182.10(c)(1)(b), County Code.

The City has airport-specific provisions in its zoning ordinance. Dania Beach Code Section 220-20 establishes "airspace restrictions on allowable height" that require notice to the FAA for new structures that trigger provisions of 14 CFR Part 77. Applications for structures subject to FAA review must also be provided to the Broward County Aviation Director for review and comment, but Dania Beach Code reserves to the City final authority to approve the structure under the City's requirements. § 220-20(B), City Code. As a matter of practical application, currently, all development projects are submitted to the County for aviation clearance purposes. The City also adopted Section 221-10, relating to "Noise mitigation", requiring noise mitigation for proposed future residential properties that would maintain a 45 decibel interior sound level.

<u>Review of the Interlocal:</u>
The purpose of this memorandum is to summarize and provide recommendations regarding Broward County's (the "County") proposed Interlocal Agreement with the City of Dania Beach ("City") regarding land use in the vicinity of the Ft. Lauderdale-Hollywood International Airport ("Airport").

1. The proposed Interlocal Agreement would impose land use requirements from the County Code that are different than those in the City's zoning ordinance. In particular, the County ordinance that would be enforced through the proposed Interlocal Agreement would not only regulate the height of buildings but also would regulate uses of land that might be "misleading" to

pilots. The regulation of height under the Interlocal would be predominantly consistent with the City's code provisions in Section 260-10. Currently the City submits all building applications to the County for sign off as to consistency with the FAA, FDOT and Florida Statutes Chapter 333, relating to height regulations. The proposed interlocal introduces an interactive software program that each city would utilize, putting in the property address and all height components (including towers, antennas, water towers, etc.) to see if there is an obstruction that would interfere with flight navigation hazard regulations. In short, with the interactive tool, the county is turning over this review responsibly to the cities.

The "Draft ILA Template" provided by the County would have the City "adopt, administer and enforce Section 5-182.10 of the [County] Code." Draft ILA, Art. 2, Section 2.1. The proposed Interlocal Agreement would require the City to follow the entire County airport zoning ordinance and not just newly amended portions of it. The City would conduct the initial screening of development to determine if it would violate the County regulations, id. § 2.2(B), but would appear to leave the final decisions to the County, id. § 2.3.

As indicated above, the County proposes that the City would be the arm to screen all projects in the jurisdiction and that the City is to use the County's interactive tool/software. Staff is concerned with this shift from the county doing the determination to the City making this determination could be cumbersome and time-consuming. Staff would rather continue with how the city currently operates, by requiring applicants to obtain a non-objection letter from the County. Under the interlocal, the City is required to identify the obstructions that it reviews and signs off on. If there is an obstruction possibility, that could go to the County for final sign off. If not signed off by the County, the County could subsequently interfere and reject the project or request removal of the project if constructed. This could lead to a "taking" claim against the County. I don't know if it could lead to a claim against the City, as well.

2. The City is not obligated to enter into an Interlocal Agreement with the County. But, if the City does not agree to An interlocal, Chapter 333, Florida Statutes, does not give the County authority to control land use near airports in general, because it contemplates either an interlocal agreement with the City or creation of a joint airport protection zoning board, neither of which would be necessary if the County could just directly regulate land use within the City limits. Section 333.03(1)(b), Fla. Stat., contemplates that local governments might not agree, because it creates an alternate procedure whereby the County and City set up a joint airport protection zoning board with power to establish airport zoning rules. This means that the City retains an important role related to the regulation of land use near the Airport. There are practical reasons why the City should want to work with the County to reach agreement over land use regulations near the Airport. First, there is a shared public interest in protecting the safety of air navigation.

The City already has zoning to protect the Airport, which was adopted many years ago, and it seems reasonable to update the City's rules. Second, the City will have to agree with the County on the rules anyway, because if the City does not enter into an Interlocal Agreement, then state law requires the creation of a joint airport protection zoning board with power to establish zoning rules. It would be better for the City to negotiate any issues directly with City staff, rather than through appointees to a joint board. Third, if the County ordinance is effective within the

boundaries of Dania Beach based on the County Charter, then the City is better off trying to reach agreement with the County rather than just having the County rules imposed on it.

The idea would be to have two members appointed by the County, two by the City, and the parties agree to a fifth person. Also, if other cities are involved, it may have a greater sized board, to include Davie, Hollywood, etc. This could lead to a great level of bureaucracy.

Actual language relating to the creation of the board:

> Before the initial zoning of any airport area under this chapter, the political subdivision or joint airport zoning board that is to adopt, administer, and enforce the regulations must appoint a commission, to be known as the airport zoning commission, to recommend the boundaries of the various zones to be established and the regulations to be adopted therefor. Such commission shall make a preliminary report and hold public hearings thereon before submitting its final report, and the legislative body of the political subdivision or the joint airport zoning board may not hold its public hearings or take any action until it has received the final report of such commission, and at least 15 days shall elapse between the receipt of the final report of the commission and the hearing to be held by the latter board. If a planning commission, an airport commission, or a comprehensive zoning commission already exists, it may be appointed as the airport zoning commission.

3. The City should be aware that if it enters into an Interlocal Agreement, the City likely should update its own zoning ordinance to reflect the agreed-upon new requirements. This may not be strictly necessary, because Florida law requires that the stricter airport protection rules apply, and the Interlocal Agreement would have stricter rules, but it would seem to be clearer to members of the public if the City's zoning ordinance were updated.

4. The Interlocal and County Code, as authorized under Chapter 333, F.S., does not create a big change as to the height regulations. The real challenges come in as to language relating to possible restriction on certain uses: For example (A) lights/illumination, (B) what is a "hazards to air navigation", (c) what are potential noise impacts, (d) obstruction approvals, (e) items that are misleading (f) searchlights, laser lights, (g) smoke, (h)Electronic interference; (i) highly reflective materials (Could it affect solar panels, etc.?). The County should make the final decision on this but these terms should be better defined, or simply defined, as I don't know what misleading means in this context, nor what is a "highly reflective material." What is electronic interference? These terms should all be defined for the applicant and the adjacent cities to understand.

5. City to provide Airport/County notice of changes to our Comprehensive Plan, particularly the Future Land Use Section. We may want to negotiate a provision that the County will provide the Cities surrounding the airport with written prior notice of any intent to expand the airport. The City should require a similar provision from the County re: any changes to Section 5-182.10, of the Broward County Code or any intent to expand the airport (whether exploratory, modification to Comprehensive Plan, zoning code, etc.).

6. Paragraph 2.2 Delete paragraph and replace with: "The City and County shall comply with this Agreement and enforce Section 5-182.10 of the Broward County Code of Ordinances and Section 260-10, of the City's Land Development Code in accordance with the terms of this agreement." Additionally, I am concerned with updates to the Count Code that may occur in the future. The City does not believe it should contractually give up its zoning authority. City may have issues with future amendments.

7. Section 2.3 should be modified to reflect that the applicant is to send any modification to the County for additional review.

8. At Section 2.4 the County should determine what is an obstruction, not the City. The County should be using the interactive tool, not the city, as it creates more administrative work and staff time to do the county's work. And this way, the responsibility remains with the County, that has the staff and training to make that determination.

9. Modify 4.2 to make clear that any modification must be approved by the applicable party's elected body.

10. Section 4.5 should be deleted in its entirety. Remedies should be against the applicant/ developer, not the City. Section 333.13 indicates a misdemeanor, which should be against a person, not a municipal corporation. The City does not have the authority to enter into such a contract provision, which effectively contracts away the exercise of its police powers. By providing this remedy, it will force the city to approve or deny applications based on this agreement. P.C.B. Partnership v. City of Largo, 549 So.2d 738 (Fla. 2d DCA 1989)

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