

AGENDA
DANIA BEACH CITY COMMISSION
REGULAR MEETING
TUESDAY, OCTOBER 24, 2023 - 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)

ADDENDUM NO. 2

*(Items in **red** are new and/or revised)*

- 1. CALL TO ORDER/ROLL CALL**
- 2. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE**
- 3. PRESENTATIONS AND SPECIAL EVENT APPROVALS**

1. Fiscal Year 2022-23 Investment Portfolio Update by Public Trust Advisors - *Finance*

2. Presentation of Awards to Breast Cancer Survivors - *Sponsored by Commissioner James*
3. Special Event Request - Blue Ridge Tree Farm - *Parks and Recreation*
4. Landscape Master Plan - Griffin Road Design/East of I-95 by Public Services Director, Fernando J. Rodriguez - *Public Services*
5. Video of Presentation to Mirabella Bove - Make A Wish Southern Florida - *Sponsored by Commissioner Salvino*
6. Approval of Posthumous Proclamation to City of Miami Gardens Mayor Shirley Gibson - *Sponsored by Commissioner James*
7. *Approval of Proclamation to BSO Deputy Wilson - Sponsored by Mayor Ryan*

4. PROCLAMATIONS

1. Posthumous Proclamation to City of Miami Gardens Mayor Shirley Gibson - *Sponsored by Commissioner James*
2. *Proclamation to BSO Deputy Wilson - Sponsored by Mayor Ryan*

5. ADMINISTRATIVE REPORTS

1. City Manager
2. City Attorney
3. City Clerk - Reminders
 - November 14, 2023 at 5:30 p.m. - CRA Board Meeting
 - November 14, 2023 at 7:00 p.m. - City Commission Regular Meeting

6. PUBLIC SAFETY REPORTS

7. CITIZENS' 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.

8. CONSENT AGENDA

1. Minutes: October 10, 2023 City Commission Regular Meeting Minutes

2. Travel Requests: None.

3. RESOLUTION NO. 2023-_____

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 THE RECEIPT OF GRANTS FUND IN THE AMOUNT OF FIFTY-SIX THOUSAND THREE HUNDRED NINETEEN DOLLARS SIXTY CENTS (\$56,319.60), TO PROVIDE FOR FUNDING FOR SARGASSUM REMOVAL; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

4. RESOLUTION NO. 2023-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, RETROACTIVELY APPROVING THE WAIVER OF THE COMPETITIVE BIDDING REQUIREMENT FOR CITYWIDE EMERGENCY PUMPING SERVICES WITH KAILAS CORP. IN AN AMOUNT OF SEVENTY-FIVE THOUSAND THREE HUNDRED THIRTY-SIX DOLLARS (\$75,336.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

5. RESOLUTION 2023-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE EXPENDITURE OF FUNDS FOR MONTHLY SERVER MONITORING AND SUPPORT SERVICES, INCLUDING ADDITIONAL CONTRACTED SUPPORT FROM LAN INFOTECH, FOR FISCAL YEAR 2023-24, THAT EXCEED AN ANNUAL VENDOR TOTAL AMOUNT OF FIFTY THOUSAND DOLLARS (\$50,000.00); PROCEEDING WITHOUT COMPETITIVE BIDDING AND AUTHORIZING PURCHASES FROM THE INFORMATION TECHNOLOGY FUND APPROVED ANNUAL BUDGET APPROPRIATIONS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Finance)*

6. RESOLUTION NO. 2023-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PURCHASE OF NINE FORD VEHICLES AND TWO PIECES OF HEAVY EQUIPMENT FOR PUBLIC SERVICES, PARKS AND RECREATION, AND THE CODE ENFORCEMENT DIVISION IN AN AMOUNT NOT TO EXCEED SIX HUNDRED FIFTY SIX THOUSAND FOUR HUNDRED TWENTY SIX DOLLARS AND TWENTY CENTS (\$656,426.20) FROM BACHRODT FT (DBA PALMETTO FORD) AND DOBBS EQUIPMENT,

WITHOUT COMPETITIVE BIDDING AND WITHOUT ADVERTISEMENT FOR BIDS, BY UTILIZING THE PRICING UNDER THE FLORIDA SHERIFFS ASSOCIATION (“FSA”) CONTRACT FSA23-VEL31.0 AND FSA23-EQU21.0; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.*(Public Services)*

7. CORRECTED RESOLUTION NO. 2023-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, SUPPORTING AN APPLICATION TO THE BROWARD METROPOLITAN PLANNING ORGANIZATION AS PART OF THE COMPLETE STREETS AND OTHER LOCALIZED INITIATIVE PROGRAM AND AUTHORIZING THE CITY OF DANIA BEACH’S APPLICATION TO SECURE FUNDING FOR THE CONSTRUCTION OF WEST 1ST AVENUE-COMPLETE STREET PROJECT ALONG WEST 1ST AVENUE FROM OLD GRIFFIN ROAD TO STIRLING ROAD.

9. BIDS AND REQUESTS FOR PROPOSALS

1. RESOLUTION NO. 2023-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, AUTHORIZING THE AWARD OF INVITATION TO BID NO. 23-011 “LIME SLUDGE HAULING AND REMOVAL” AND TO ENTER INTO AN AGREEMENT WITH GOVEA TRUCKING INC. FOR WATER TREATMENT PLANT LIME SLUDGE REMOVAL AND DISPOSAL SERVICES IN AN AMOUNT THAT MAY EXCEED THE ANNUAL VENDOR THRESHOLD AMOUNT OF FIFTY THOUSAND DOLLARS (\$50,000.00) FOR EACH FISCAL YEAR THE CONTRACT IS IN PLACE; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.*(Public Services)*

2. RESOLUTION NO. 2023-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE AWARD OF BID ITB NO. 2023-007, ENTITLED, “STORM SEWER AND SEWER MAIN CLEANING SERVICES” AND TO ENTER INTO AN AGREEMENT WITH KAILAS CORP. AND HINTERLAND GROUP INC. IN AN AMOUNT THAT MAY EXCEED THE ANNUAL VENDOR THRESHOLD AMOUNT OF FIFTY THOUSAND DOLLARS (\$50,0000.00) FOR EACH FISCAL YEAR THAT THE CONTRACT IS IN PLACE; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

10. QUASI-JUDICIAL & PUBLIC HEARING ITEMS

1. RESOLUTION NO. 2023-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE TOWNHOMES COMPLEX SITE PLAN (SP-091-22) AND DESIGN VARIATIONS (OT-78-23, OT-79-23, OT-80-23) APPLICATION FOR PROPERTY OWNER, STARLIFE GROUP, LLC, WHOSE PROPERTY IS LOCATED AT 20 SW 15TH STREET IN THE CITY OF DANIA BEACH, FLORIDA, AS LEGALLY DESCRIBED IN EXHIBIT "A," A COPY OF WHICH IS ATTACHED TO AND INCORPORATED BY REFERENCE INTO THIS RESOLUTION; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

2. RESOLUTION NO. 2023-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, INVOKING ZONING IN PROGRESS; DECLARING THAT THE CITY IS CONSIDERING AN AMENDMENT TO ITS LAND DEVELOPMENT CODE TO ESTABLISH CRITERIA TO IMPLEMENT LIVE LOCAL, FOR THE IMPLEMENTATION OF REGULATIONS RELATING TO FLORIDA STATUTES 420.50872, WHICH ZONING IN PROGRESS SHALL BE APPLIED TO THE CITY'S COMMERCIAL, INDUSTRIAL OR MIXED USE ZONING DISTRICTS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Community Development)*

11. FIRST READING ORDINANCES

1. ORDINANCE NO. 2023-_____

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 SIXTEEN MILLION EIGHT HUNDRED FIFTEEN THOUSAND EIGHT HUNDRED FIVE DOLLARS AND TWENTY-FOUR CENTS (\$16,815,805.24) AS APPROVED BY THE CITY COMMISSION, TO FUND THE SOUTHEAST DRAINAGE RETROFIT PROJECT, PHASE I; PROVIDING FOR CODIFICATION, PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

12. SECOND READING ORDINANCES

1. ORDINANCE NO. 2023-_____

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 ONE MILLION SIX HUNDRED THOUSAND DOLLARS (\$1,600,000.00) FOR THE PURCHASE OF 148 NORTH FEDERAL HIGHWAY, DANIA BEACH, FLORIDA; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(City Manager)*

2. ORDINANCE NO. 2023-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE REQUEST MADE BY THE CITY OF DANIA BEACH TO REZONE PROPERTY LOCATED AT 100 NW 8 AVENUE, DANIA BEACH, FLORIDA, AS LEGALLY DESCRIBED IN EXHIBIT “A”; CHANGING THE CURRENT ZONING CLASSIFICATION OF THE PROPERTY FROM NEIGHBORHOOD RESIDENTIAL (NBHD-RES) TO OPEN SPACE (OS) (APPLICATION NO. RZ-074-23), SUBJECT TO CERTAIN RESTRICTIONS; AND AMENDING THE CITY’S ZONING MAP TO REFLECT THE REZONING OF THE PARCEL, AS REFLECTED IN EXHIBIT “B”; PROVIDING FOR CODIFICATION, PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Community Development)*

13. DISCUSSION AND POSSIBLE ACTION

1. Discussion Regarding New Location for Totor Art Sculpture - *Sponsored by Commissioner Salvino*

14. APPOINTMENTS

15. COMMISSION COMMENTS

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

16. ADJOURNMENT



Finance

City of Dania Beach

Memorandum

DATE: 10/24/2023

TO: Mayor and Commissioners

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

VIA: Frank L. DiPaolo, Chief Financial Officer

SUBJECT: Fiscal Year 2022-23 Investment Portfolio Update by Public Trust Advisors

Request:

Presentation of Fiscal Year 2022-23 Investment Portfolio Update by Public Trust Advisors, the City's investment advisor.

Background:

Public Trust Advisors has been the City's investment advisor since 2022. The City initially invested \$60 million in two distinct portfolios of \$30 million, with strategies that provide for a 1-3 year and 1-5 year time horizon, resulting in slightly different portfolio yields. Fiscal Year 2022-23 is the first full year of the portfolios and Public Trust Advisors has been invited to discuss the performance and the relationship with the City of Dania Beach.

Budgetary Impact

None.

Recommendation

None.



Parks & Recreation

City of Dania Beach

Memorandum

DATE: 10/24/2023

TO: Mayor and Commissioners

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

VIA: Ashley Vlastic, Special Events Manager

SUBJECT: Special Events Application Request for Blue Ridge Holiday Tree Sale November 20, 2023 - December 28, 2023

Request:

A Special Event is requested by Kevin Blakeman on behalf of Blue Ridge Tree Farm to host their annual holiday tree sale beginning Tuesday, November 20, 2023, through Thursday, December 28, 2023.

Background:

The requested event will be held at the Community Bible Church located at 4650 SW 30th Ave. Dania Beach, FL 33312. This is a free event that is open to the public and anyone who wants to purchase a holiday tree. The event consists of a large tent set up in the parking lot for the display of the holiday trees.

Department Review:

BSO Fire: Fire Prevention

Building Official

City Attorney

Code Enforcement

Planning & Zoning

Hr/Risk Mgmt.

Parks & Recreation

Public Services

Comments:

Approved with conditions, permit inspection will be required for the tent and fire extinguishers

Building, Plumbing, and Electrical permits required

No issues

No issues

No issues

No response

No issues

No issues

BSO Police Dept.

No issues

Budgetary Impact

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

Recommendation

The Parks & Recreation Department is recommending that the City Commission approve the special events application request with the conditions noted above.



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: BLUE RIDGE TREE FARM

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 N/A

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

Location: 4650 SW 30th AVE Ft. Lauderdale 33312-5621

Expected maximum attendance 30 Expected sustained attendance _____

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

If yes, please list the past dates, locations and attendance 11-20 To 12-24

SAME 1 Person to Approx 30

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

SELLING Christmas trees + Wreaths

Date and Time:	DATE	DAY	BEGIN	END	Attendance
SETUP:	<u>11-15-23</u>	<u>Wed</u>	<u>10</u> AM/PM	<u>4</u> AM/PM	_____
EVENT DAY 1:	<u>11-26-23</u>	<u>Monday</u>	<u>9</u> AM/PM	<u>9:30</u> AM/PM	<u>1-30</u>
EVENT DAY 2:	<u>↓</u>	<u>↓</u>	_____ AM/PM	_____ AM/PM	_____
EVENT DAY 3:	<u>12-26-23</u>		<u>9</u> AM/PM	<u>4</u> AM/PM	_____
BREAKDOWN:	<u>12-28-23</u>		<u>9</u> AM/PM	<u>4</u> AM/PM	_____

PART II: APPLICANT

Organization Name Kevin Blakeman Name of Authorized Signatory _____
For-Profit Non-Profit Private (as registered in Sunbiz)
Address: 3565 Kent dr City, State, Zip: Naples FL 34112
Date of registration: _____ State registered in: _____ Federal ID # _____
Email Address: _____ Phone: _____
Event Coordinator Name Kevin Blakeman Phone: _____
Title: OWNER Phone: 203 494 8340 Cell: —
Email address: _____ Fax: _____
Additional Contact Name _____ Will you be on site? ☒ Yes ☐ No
Title: _____ Phone: _____ Cell: _____
Email address: _____ Fax: _____
Event Production Company (if other than applicant) _____
Address: _____ City, State, Zip: _____
Contact Name: _____ Title: _____
Phone (day) _____ (night) _____ Cell: _____
Email address: _____ Fax: _____

PART III: EVENT INFORMATION

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

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

Alcohol for Sale ☐ Yes ☒ No Alcohol for Fee ☐ Yes ☐ No

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

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

Amusement Ride ☐ Yes ☒ No

If yes, name a contact of company: _____

What type of rides are you planning? _____

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

Electricity ☒ Yes ☐ No Generator ☐ Yes ☐ No Amount of Kilowatts _____

Events requiring electricity must be permitted.

Company: _____ License #: _____

Name of Electrician: TONY Phone: 954-347-3185

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) # 1 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.): _____

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

Stages ☐ Yes ☐ 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 ☒ 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 Portables / Toilets Contact Jamie Phone 954-947 4700

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

Security/Police ☐ Yes ☒ No

Name Phone

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

Security Company Contact Phone

Tents or Canopies ☒ Yes ☐ No

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

Quantity and size of each?

Company Name Blue Ridge Tent Contact Kevin Phone 203-494-8540

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

Kevin Blakeman
Event Coordinator Signature

9-14-23
Date

30 TH AVE

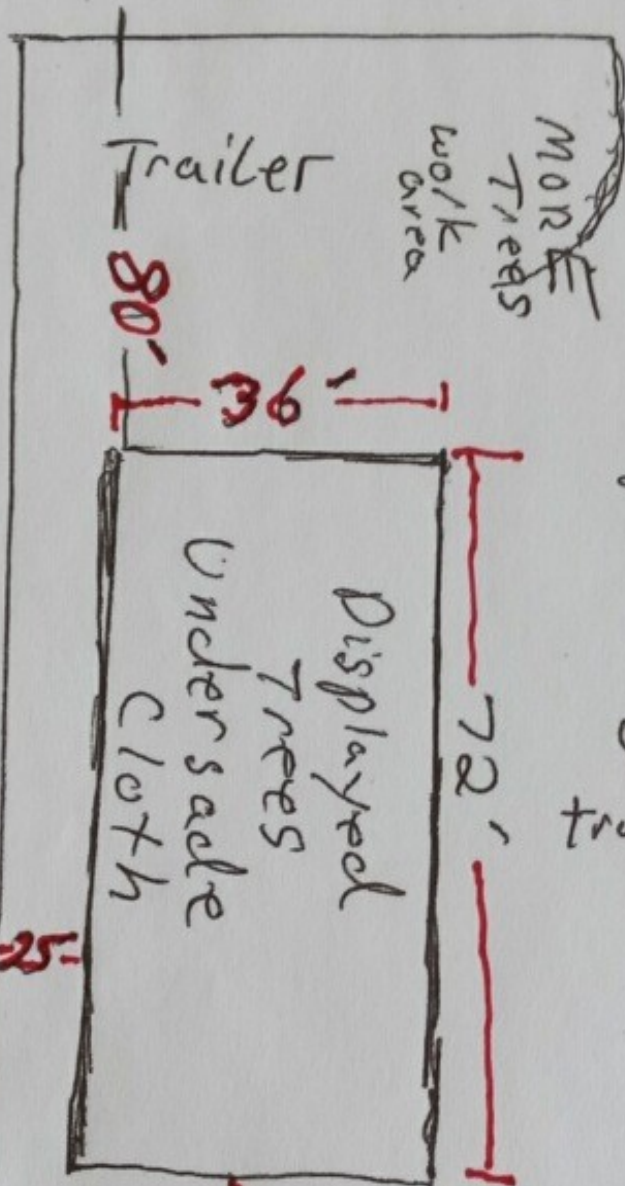
Entrance

Parking
BLUE RIDGE TREE FARM

WALL

G-TRAIL

STO1



RD. NIFFIG



Proclamation

OFFICE OF THE MAYOR · CITY OF DANIA BEACH, FLORIDA

**In Memory of
Mayor Shirley Gibson
City of Miami Gardens**

WHEREAS, the City of Dania Beach expresses its deepest sympathy on the passing of Mayor Shirley Gibson, a pioneering leader and dedicated public servant; and

WHEREAS, Mayor Gibson was a founding member and the first Mayor of the City of Miami Gardens and served as Mayor from 2003 until her term ended in 2012; and

WHEREAS, incorporated on May 13, 2003, the area formerly known as Carol City became the City of Miami Gardens, the 33rd municipality incorporated in Miami-Dade County, and Florida's largest Black majority city; and

WHEREAS, Mayor Gibson graduated from St. Thomas University with a B.A. in Criminal Justice and an M.A. in Pastoral Ministries. Mayor Gibson served as a Miami-Dade County police officer for seventeen years; and

WHEREAS, Mayor Gibson was a champion for Miami Gardens, she worked tirelessly to instill a sense of pride in the city. She devoted herself to making Miami Gardens more than a pass-through city bringing development and new businesses. Her efforts were visible in community cleanups, road improvements, and enhanced landscaping. She was driven by a desire to see tax dollars used effectively for the community's benefit; and

WHEREAS, Mayor Gibson's vision lives on in projects such as Jazz in the Gardens and Miami Garden's City/University Partnership, an initiative providing courses and training to help city residents upskill and improve their economic mobility; and

WHEREAS, the passing of Mayor Gibson marks the end of an era for a woman who dedicated her life to uplifting her community and advocating for self-determination. She will be deeply missed.

NOW, THEREFORE, on behalf of the Dania Beach City Commission, I, Archibald J. Ryan, IV, Mayor of the City of Dania Beach, Florida, do hereby proclaim October 24, 2023 as:

Mayor Shirley Gibson Day

in the City of Dania Beach and do extend our sincerest condolences to her family.

ATTEST:

ELORA RIERA, MMC
CITY CLERK

ARCHIBALD J. RYAN, IV
MAYOR



Proclamation

OFFICE OF THE MAYOR · CITY OF DANIA BEACH, FLORIDA

WHEREAS, Deputy David Wilson has faithfully served the Broward Sheriff's Office for 31 years. He began his career with the Sheriff's Office in 1992 after graduating with a Criminal Justice degree. Deputy Wilson attended the Corrections Academy and worked at the Main Jail and the North Broward Detention Center until 1997. After leaving the jail he attended the police academy with the Broward Sheriff's Office for the Department of Law Enforcement; and

WHEREAS, after graduating from the police academy, Deputy Wilson was assigned to the Deerfield Beach District where he served that community for 10 years. After serving for 10 years, Deputy Wilson applied for and was selected to join the prestigious Sheriff's Office Motor Unit where he successfully completed the grueling motor school course. Upon completion, he was assigned to the Dania Beach District in 2008 where he has remained in service as the only motorman in Dania Beach; and

WHEREAS, Deputy Wilson's assignments in Dania Beach include covering all school zones within our city, assisting our pedestrian children going to and from school, speeding enforcement throughout the city, and issuing citations and warnings to educate the motoring public to make Dania Beach's roadways safer. Deputy Wilson also handles traffic crashes throughout the city and investigates all hit-and-run investigations in Dania Beach; and

WHEREAS, Deputy Wilson also takes part in planning all special events relating to traffic to give his professional opinion of traffic-related issues. In addition, he attends all special events throughout the city to ensure all traffic-related problems are safely handled; and

WHEREAS, the City of Dania Beach is proud to recognize the service of Deputy David Wilson and thank him for serving our city with dedication and distinction.

NOW, THEREFORE, on behalf of the Dania Beach City Commission, I, Archibald J. Ryan, IV, Mayor of the City of Dania Beach, Florida, do hereby proclaim October 24, 2023 as:

Deputy David Wilson Day

in the City of Dania Beach and encourage all citizens of Dania Beach to join us in recognizing Deputy Wilson for his service to Dania Beach.

ATTEST:

ELORA RIERA, MMC
CITY CLERK

ARCHIBALD J. RYAN, IV
MAYOR



CITY OF DANIA BEACH

OFFICE OF THE CITY MANGER

100 West Dania Beach Blvd · Dania Beach, FL 33004 · (954) 924-6800 · (954) 921-2604 (fax)

MEMORANDUM

Date: October 24, 2023

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

Our first Dania After Dark of the year event was a huge success. We estimate approximately 2,000 people joined us and enjoyed Oktoberfest! We sold 625 beer tasting tickets, making this a "Sold Out" feature of our event. We will increase the ticket sales for next year as we could have sold 100-200 more. The Casino at Dania Beach was our platinum sponsor at \$25k and Memorial Health came in at \$5k. The \$30k sponsorships truly boosted our event and we are very grateful to our partners! As our D.A.D. events grow in popularity, we will seek and receive additional sponsorships. Thank you to Director Eric Brown, Deputy Director Cassi Waren, Special Events Manager Ashley Vlasic, our Parks and Recreation Team, Director Fernando Rodriguez, Deputy Director Dincer Ozaydin, and the entire Public Services Team. Additionally, the promotion and marketing of this event was outstanding due to the efforts of Communications Director Nannette Rodriguez! An all around remarkable "Team" contribution by so many members of our City staff.

We had a week of preparation and execution on a multitude of planned and unplanned details and events in our City such as the Peace and Prayer event, the Senior Leadership Summit, the Employee Picnic, and D.A.D. Our BSO Law Enforcement Team ensured everything occurred without incident. Additionally, our BSO Team ensured that all Hebrew schools and Jewish places of worship including our Holocaust Museum were protected and significant proactive measures were implemented and carried out in our City. Thank you to Chief Tarala, Deputy Cooper, and the entire BSO Team.

Our second annual Leadership Summit occurred on Wednesday October 11th where 18 members of our Senior Team participated in a 5-hour educational and interactive session planned by our Director of Human Resources and her Team. We focused on the Art of Critical Conversations and the pillars of The Four Agreements.

The "Pioneer," our newly created resident newsletter, will go out the first week of November. Our goal is to do a biannual newsletter with the next one going out in April.

We are set and ready to go with a truly amazing Fall Festival event at C.W. Thomas Park on October 27th from 5-8 p.m. Thank you to Memorial Healthcare System for being our sponsor.

We are very excited to commence Phase 2 of our City-wide Landscaping and Beautification Plan as we move towards enhancing the area east of 95 on Griffin Road and Federal Highway and other key thoroughfares in our City.

On October the 12th we met with the VP of NSU and key members of the NSU team. Parks and Recreation Director Brown and Deputy Director Warren joined me. We are moving forward exploring the possibilities of a partnership bringing collegiate women's rowing to our City. We will keep you posted once the assessment is complete.

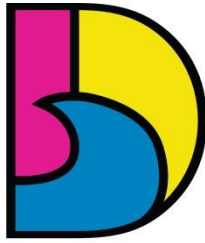
Our second annual State of the City Address dinner and recognition ceremony will take place on November 9th at Le Meridien Hotel. Mayor Ryan will reflect on our rich history as well as elaborate on the current and future plans for our great City.

Our next Dania after Dark will be Saturday, November 11th from 6-9 p.m. You don't want to miss it!

On Thursday, November 30th, we will be lighting up Dania Beach and kicking off the Holiday season in a big way. More details to come. Follow us on social media and check our City's website often.

Our City is running on all cylinders on the day to day and on the promotion, planning, and execution of multiple special events. Our goal is to enhance and augment everything we do. Additionally, our post events assessment and surveys allow us the feedback by our residents and visitors to perfect what we do and how we do it.

To date we have received 65 survey results from our Dania After Dark event. We will be expanding our food and drink options and using more areas in and around our City Hall campus.



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

CITY OF DANIA BEACH BROWARD SHERIFF'S OFFICE (BSO)

MEMORANDUM

DATE: October 16th, 2023

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

FROM: Jason Tarala, Captain/Chief - Broward Sheriff's Office

RE: Dania Beach Monthly Memo to City Manager – September to October 2023

Below are the Monthly Crime Reports for part 1 crimes from 9/15/2023 to 10/12/2023:

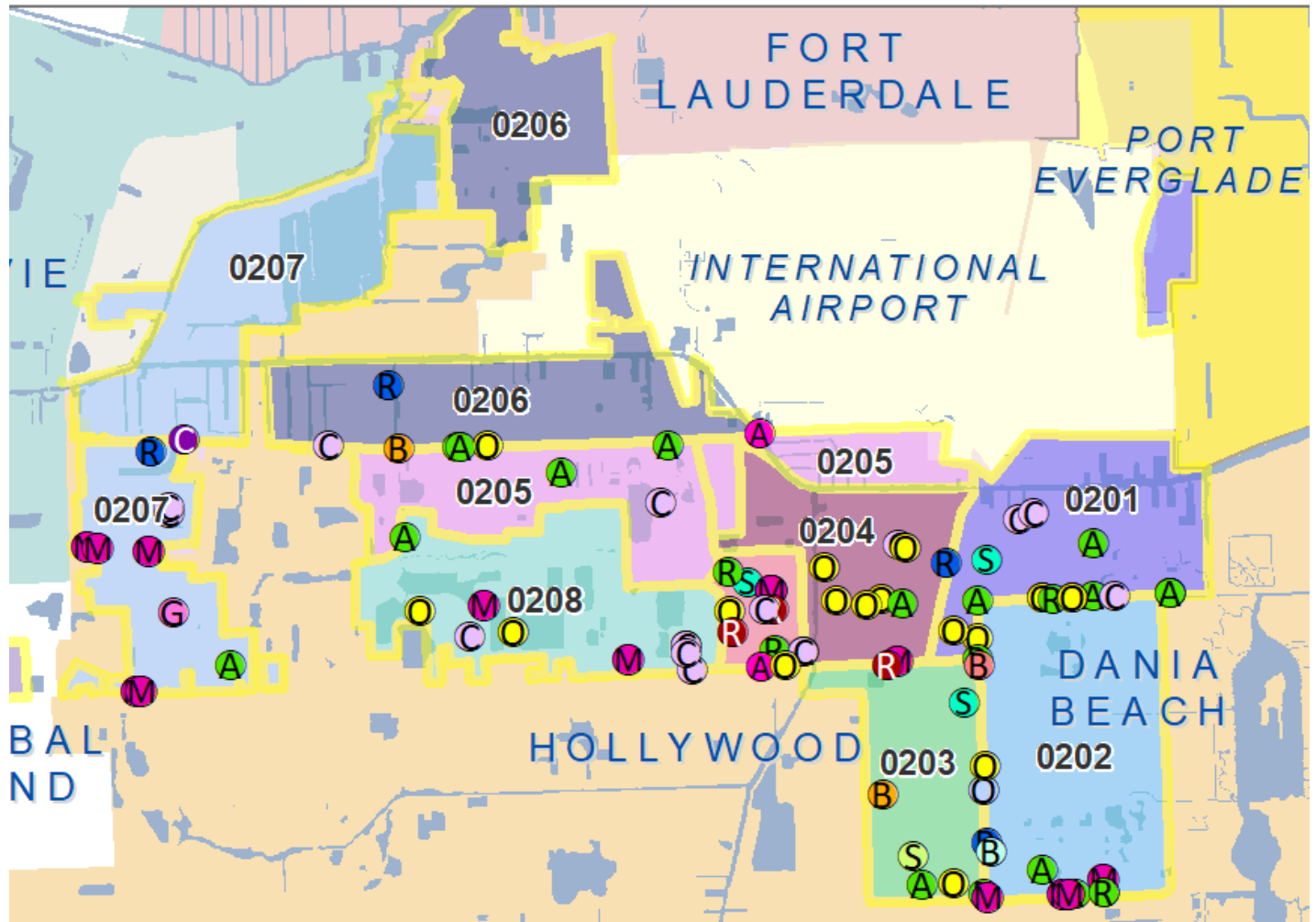
 BROWARD SHERIFF'S OFFICE CITY OF DANIA BEACH MONTHLY CRIME REPORT 9/15/2023 - 10/12/2023										
Charge	201	202	203	204	205	206	207	208	240	Total
AGGRAVATED ASSAULT						1			1	2
AGGRAVATED BATTERY			1		1	1		1		4
AGGRAVATED STALKING			1							1
AUTO THEFT	4	1	1	2	3		1	1	1	14
AUTO THEFT - OTHER		1								1
BURGLARY CONVEYANCE	3			2	1	1	2	4	1	14
BURGLARY RESIDENCE		1		1		1	1			4
ROBBERY	1	1	1			1			2	6
ROBBERY BY SUDDEN SNATCHING	2		1						1	4
ROBBERY-CARJACKING							1			1
SEXUAL BATTERY		1								1
THEFT - ALL OTHER	4	2	1	6		1		2	2	18
THEFT - BICYCLE		1								1
THEFT - MOTOR VEHICLE PARTS		4		1			5	2	2	14
THEFT - RETAIL / SHOPLIFTING		4	2			1			2	9
THEFT FROM BUILDING							1			1
Total	14	16	8	12	5	7	11	10	12	95

Monthly Crime Report

95 Incidents

- A** AGGRAVATED ASSAULT (2)
- B** AGGRAVATED BATTERY (4)
- S** AGGRAVATED STALKING (1)
- A** AUTO THEFT (14)
- O** AUTO THEFT - OTHER (1)
- C** BURGLARY CONVEYANCE (14)
- R** BURGLARY RESIDENCE (4)

- R** ROBBERY (6)
- C** ROBBERY-CARJACKING (1)
- S** ROBBERY BY SUDDEN SNATCHING (4)
- B** SEXUAL BATTERY (1)
- O** THEFT - ALL OTHER (18)
- B** THEFT - BICYCLE (1)
- M** THEFT - MOTOR VEHICLE PARTS (14)
- R** THEFT - RETAIL / SHOPLIFTING (9)
- G** THEFT FROM BUILDING (1)



Notable Increases/Decreases

When compared to the previous month:

- Overall, part 1 crimes continued to **decrease** – an additional 25%.
- Auto thefts (vehicle, motorcycle, & other) **decreased** from 28 to 15 – almost a 50% decrease.
- Vehicle, residential, business, and structural burglaries all **decreased**. Overall, experiencing a 30% decrease.
- Robberies **increased**, from 4 incidents to 11. It should be noted, the armed car jacking incident is still being investigated to determine its validity.
- Overall, thefts **decreased**. Retail thefts decreased from 26 to 9. In **Dania Pointe, retail thefts drastically decreased from 14 to 2.**
- Theft of motor vehicle parts **increased** from 8 to 14.

Total Arrests

9/15/2023 – 10/12/2023
77

- 39 arrests made by Road Patrol
- 17 arrests made by the Crime Suppression Team
- 21 arrests made by Criminal Investigations

Notable Arrests and Seizures

- A suspect was arrested for authoring and sending text messages threatening to injure and kill the victim.
- A customer of Sprouts Farmers Market stole numerous items. As she was leaving the store, she threw several glass bottles at employees and pointed a handgun at them. She was arrested and charged accordingly.
- A repeat offender was arrested for felony petit theft after stealing shoes from Shoe Carnival.
- Two suspects were arrested for stealing almost \$900 worth of products from Ulta Beauty. Both suspects have an extensive history of stealing from Ulta's in the tri-county area.
- A golf cart was purchased, then later, the money fraudulently returned to the buyers. Two suspects were arrested for defrauding Broward Electric Car & Equipment
- An out of state resident was arrested for stealing the victim's identity and using it to rent out a townhouse. A criminal history check revealed the suspect stole numerous other identities and fraudulently rented properties in four other states.

- A suspect was identified and arrested in reference to a shooting that occurred in College Gardens in August. Suspect used an assault rifle and when placed into custody the rifle was in his possession. Suspect was charged with attempted murder amongst other felony charges.
- Suspect was arrested for an Agg Assault with a firearm after displaying a firearm at a couple after an argument over jumper cables.

Proactive Enforcement Initiatives

The Crime Suppression Team (CST) conducted a residential search warrant on a subject responsible for repeatedly selling narcotics in Dania Beach. The search yielded 68 grams of cocaine, along with a firearm.

CST also sought out two dangerous felons that frequent Dania Beach. One suspect had an active warrant for committing a strong-armed robbery at the Ideal Food Basket. He is a key “person of interest” in numerous other robberies throughout Broward County and was successfully taken into custody. The other suspect was wanted for sexual battery and false imprisonment (that occurred in Dania Beach). He was found to be in possession of a large amount of cocaine, oxycodone, ecstasy, methamphetamine, and marijuana at his time of arrest.

Additionally, CST completed 14 other arrests along with another seized firearm.

Broward Sheriff’s Office Dania Beach District implemented our Incident Action Plan. It details our operational plan for all our religious institutions, and locations identified as security risks or vulnerable targets needing increased BSO presence. We conducted checks to include stationary positions during the weekend for payer services at all Jewish centers including the Holocaust Museum. Myself, Lieutenant Cooper and Mayor AG Ryan visited the Israeli collection supply location as well as the AICP Islamic Center and spoke with the Shaykh to provide safety and security and meet his congregation.

Motors/Commercial Vehicle Enforcement

BSO’s Regional Traffic Unit, with the assistance of Dania Beach’s Motor Unit, concentrated their enforcement along SE 5th Ave, focusing on rush hour traffic. Their efforts generated 40 tickets and violations. Additionally, from 9/20/23 to 10/4/23 a traffic study was conducted at the same location for the northbound and southbound lanes of traffic. To summarize the analysis of the Northbound traffic, a total of 41,648 vehicles were captured, and the percentage of vehicles traveling over 15 mph the posted speed limit was **4** percent of all vehicles. To summarize the analysis of the Southbound traffic, 44,381 vehicles were captured, and the percentage of vehicles traveling over 15 mph the posted speed limit was **0.6** percent of all vehicles. The analysis concluded that the majority of all vehicles were traveling within the posted speed limit, and those vehicles that were speeding were within 10 mph of the posted speed limit.

- Additional deputies conducted traffic enforcement in various school zones, resulting in another seven citations.
- Due to an increase in traffic crashes along Federal Hwy and Dania Beach Blvd, additional patrols and traffic enforcement initiatives have been organized.
- Pedestrian and vehicular traffic continues to be strictly enforced near the Brightline and Tri-Rail train tracks located at Griffin Road/I95 and Dixie Hwy/Phippen-Waiters Road.

Homeless Outreach Team

- Continuous efforts are underway to seek long term care and housing for Timothy Collins, the disabled, homeless man that frequents Happy Family Food Market. Currently, a second petition for an ex-parte order was recently submitted. A status hearing has been scheduled for October 17th. As advocates of mental health awareness, Vice Major Lori Lewellen and Florida House Representative Hillary Cassel are sharing in these efforts. Detectives are also investigating the possibility that Timothy's disability checks are being siphoned by another family member.
- Two separate clean ups were organized and conducted for the homeless encampments at the 700 block of Phippen-Waiters Road.
- 7-Eleven (1554 S Federal Hwy) and the surrounding area, continues to be a focal point for high visibility enforcement and directed patrols for loitering

Neighborhood Support Team (NST)

Follow-Up/Directives/Initiatives

High Holiday (Increased Patrol) – September 16, 2023 – Increased patrol was conducted of all Jewish Centers & Synagogues due to the High Holiday.

Dania Beach Clean-up – September 16, 2023 – Participated in the Dania Beach "Beach Clean-Up" which was sponsored, in part by Coca-Cola.

Lighthouse Mentor Youth Group Open house – September 16, 2023 - Attended open house for the youth mentor group at Lighthouse Community Church.

Active Killer Presentation – September 26 – 28, 2023 - Conducted multiple sessions of Active Killer training for the staff at the Le Meriden Hotel.

Coffee with a Cop – October 4, 2023 – Annual Coffee with a Cop event was held at Starbucks within Dania Pointe.

Stop the Bleed Training – October 12, 2023 – "Stop the Bleed" training was conducted for Dania Beach C.O.P. Members during the monthly meeting.

Meetings Zoom/In Person

- **September 20, 2023** – Dania Beach Woman's Club – 12:00pm
- **September 21, 2023** – Elder Task Force Meeting – 10:00am
- **September 27, 2023** – South Florida Crime Prevention Meeting – 10:30am
- **October 10, 2023** – Treasure Cove HOA Meeting – 7:00pm
- **October 11, 2023** – Dania Beach Chamber Luncheon/Breast Cancer Awareness Event – 11:30am



BROWARD SHERIFF'S OFFICE
CITY OF DANIA BEACH
CALLS FOR SERVICE – 240 ZONE
9/15/2023 – 10/12/2023

THERE WERE A TOTAL OF **183** CALLS FOR SERVICE FOR 240 ZONE WITHIN THE LAST MONTH.

Calls for Service - 240 Zone		Total
01-DRUNK DRIVER		1
03-HIT & RUN		5
04-ACCIDENT-MINOR		7
04I-ACCIDENT WITH INJURIES		1
09-STOLEN TAG		1
10-50 TRAFFIC STOP		2
10-STOLEN VEHICLE		3
11-ABANDONED VEHICLE		1
13I-SUSPICIOUS INCIDENT/PACKAGE		13
13P-SUSPICIOUS PERSON		1
14-INFORMATION		7
20-MENTALLY ILL PERSON		1
21V-BREAKING & ENTERING (BURGLARY)		1
22-DISTURBANCE/NUISANCE		11
25EV-ELEVATOR RESCUE		1
30-LARCENY		3
31-ASSAULT		2
37-DISTURBANCE JUVENILE		1
39-DISTURBANCE NEIGHBOR		1

41AR-ROBBERY-ARMED	1
41SA-ROBBERY-PERSONAL/BUSINESS	2
49A-AUDIBLE/INTRUSION ALARM	15
49H-HOLD-UP ALARM	1
51-TRESPASSING	5
52-FORGERY-COUNTERFEIT	1
53-EMBEZZLEMENT-FRAUD	3
64-LARCENY-AUTO PARTS	1
66-CIVIL MATTER/CUSTODY ISSUE	6
67PO-MEDICAL-UNCONSCIOUS/FAINTING	1
68-POLICE SERVICE CALL	52
72-LOST/FOUND PROPERTY	3
73-TRAFFIC/PARKING COMPLAINT	6
74-RECALL	1
76-AOA (ASSIST OTHER AGENCY)	4
79-HARASSMENT/STALKING/THREAT	1
911 HANG UP/DROP OFF	17
Total	183

THERE WERE A TOTAL OF **12** PART 1 CRIMES FOR 240 ZONE WITHIN THE LAST MONTH.

Part 1 Crimes - 240 Zone		Total
AGGRAVATED ASSAULT		1
AUTO THEFT		1
BURGLARY CONVEYANCE		1
ROBBERY		2
ROBBERY BY SUDDEN SNATCHING		1
THEFT - ALL OTHER		2
THEFT - MOTOR VEHICLE PARTS		2
THEFT - RETAIL / SHOPLIFTING		2
Total		12



**CITY OF DANIA BEACH
BROWARD SHERIFF'S OFFICE (BSO)**

EXTERNAL MEMORANDUM

DATE: October 17, 2023

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

Through Candido Sosa-Cruz, Deputy City Manager

FROM: Sergio Pellecer, District Fire Chief

RE: Dania Beach Memo to City Manager

Please see the requested information below concerning the September 19, 2023, through October 17, 2023, of the meetings and day to day operations for the BSO Fire Rescue and Emergency Service in Dania Beach:

- 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 – Tabletop talk with Station 1-17 crews
- Agenda reviews team conference calls
- Agenda reviews with Commissioners
- No Notice Events Meeting with Deputy City Manager Candido Sosa-Cruz, and Captain Jason Tarala
- Dania Pointe Event Meetings – 5k, Wine, Exotics
- Dania Beach Commission Meeting
- Dania Beach Budget Hearing
- Dania Beach Seniors Meeting – Dania Casino
- Leadership Team Lunch – Le Meridian
- Employee Picnic, Dania After Dark
- American Red Cross – No Notice Event Meeting
- BSO Ops Conference call with District Chiefs – Daily morning operations review
- Fire Station #1 Hardening Grant –The City Team continues to work on Roof and Generator is at the plans review process, extensions for grants filed – This is still on going as of 10/17/2023
- Station 1 Safe Air System and Air Movement System is installed electrical is complete the system to be tested project should be complete by 10/31/2023
- Station 1 New Ceiling Tile replacement by City Team – This project is still ongoing as of 10/17/2023
- Fire Truck (Quint 1) our ladder truck is still being refurbished at Ten8 service center in Georgia continued monitoring. Truck updated should return now in December. Will have to travel to facility to complete final inspection this will be late November.

- Security Cameras for Fire Station 1 equipment arrived with the vendor and will be installed by late December.
- Follow up on Fire Code reference food truck gas inspections – still working on it as of 10/17/2023
- BORA (Board of Rules and Appeals) Meeting
- Open Discussion Meeting with BORA – Open to public

Training during this period – Landing Zone training, Fire Based Company Training, Bunker Gear Bi-Annual Cleaning and Gear Inspection, Pre-Incident Planning, Station Visit by A. Claiborne Nutritionist, Coffee Break/Kitchen Table Talk, Apparatus Inspections and Readiness, AED Inspections,

- Community Outreach Dania Beach Elementary Fire Prevention Month – Fire Crews and multiple classes participated in Fire Prevention Education,



**CITY OF DANIA BEACH
FINANCE DEPARTMENT
MEMORANDUM**

TO: Ana M. Garcia, City Manager, ICMA-CM
FROM: Megan Jelaso Revenue Accountant
DATE: October 1 , 2023
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.

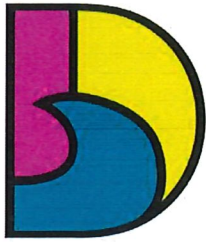
Business Listing Report

Business Start Date 09/01/23 - 09/30/23

Report By Business Name

Business	Licensee	Address	Phone	Extension	Start Of Business	End Of Business
ATLANTIC HOLDINGS 4 LLC	ATLANTIC HOLDINGS 4 LLC	108 SE 4 TER, Dania Beach, FL 33004	(954) 326-0099		09/06/2023	
COSTA COVER LLC	COSTA COVER LLC	1300 STIRLING RD 2 A, Dania Beach, FL 33004	(786) 403-6243		09/20/2023	
DAVID SULEMA	DAVID SULEMA	4337 SW 49 ST, Dania Beach, FL 33314	(786) 431-6385		09/05/2023	
ELHAZAR YOHAY GUEDJ	ELHAZAR YOHAY GUEDJ	3251 SW 44 ST 201, DANIA BEACH, FL 33312	(954) 929-9990		09/20/2023	
ERIC GILBERT LLC	ERIC GILBERT LLC	706 SW 4 TER, Dania Beach, FL	(786) 382-3227		09/26/2023	
HUGO AND SANDRA FOY	HUGO AND SANDRA FOY	2846 SW 45 ST, Dania Beach, FL	(954) 854-5568		09/28/2023	
JOSEPH SURUJON	JOSEPH SURUJON	3251 SW 44 ST 105, DANIA BEACH, FL 33312	(305) 796-1769		09/19/2023	
LOGAN LAND STRATEGIES LLC	LOGAN LAND STRATEGIES LLC	2916 HIDDEN HARBOUR CT, Dania Beach, FL 33312	(215) 796-1617		09/26/2023	
MARK DROBNICH	MARK DROBNICH	3251 SW 44 ST 200, DANIA BEACH, FL 33312	(954) 927-3435		09/19/2023	
MARK DROBNICH	MARK DROBNICH	3251 SW 44 ST 204, DANIA BEACH, FL 33312	(954) 927-3435		09/19/2023	
MASS MUTUAL ASCEND LIFE INSURANCE COMPANY	MASS MUTUAL ASCEND LIFE INSURANCE COMPANY	191 ROSA PARKS STREET, CINCINNATI, OH 45201	(513) 687-1468		09/19/2023	
MICHAEL MARRERO	MICHAEL MARRERO	805 NW 13 AVE, Dania Beach, FL 33004	(954) 559-8051		09/19/2023	
MIRIAM LEONHARD	MIRIAM LEONHARD	500 NE 2 ST 304, DANIA BEACH, FL 33004	(754) 204-8486		09/25/2023	
OHIO SECURITY INSURANCE COMPANY	OHIO SECURITY INSURANCE COMPANY	0 CITY BUSINESS, Dania Beach, FL 33004	(617) 357-9500		09/27/2023	
RATAGAN RND CORP	RATAGAN RND CORP	2961 SW 23 TER, Dania Beach, FL	(954) 383-8530		09/27/2023	
RENIASSANCE LIFE & HEALTH INSURANCE COMPANY	RENIASSANCE LIFE & HEALTH INSURANCE COMPANY	0 CITY BUSINESS, Dania Beach, FL 33004	(317) 348-1813		09/26/2023	
ROB STERN ART GLASS	ROB STERN ART GLASS	110 NW 1 ST, Dania Beach, FL 33004	(305) 903-8566		09/06/2023	
ROOT INSURANCE COMPANY	ROOT INSURANCE COMPANY	0 CITY BUSINESS, Dania Beach, FL 33004	(614) 591-4568		09/28/2023	
SAFECO INSURANCE COMPANY OF ILLINOIS	SAFECO INSURANCE COMPANY OF ILLINOIS	0 CITY BUSINESS, Dania Beach, FL 33004	(617) 357-9500		09/27/2023	
SFCLT DANIA 1	SFCLT DANIA 1	17 SW 5 AVE, Dania Beach, FL 33004	(954) 415-7536		09/14/2023	
SFCLT DANIA 1	SFCLT DANIA 1	25 SW 5 AVE, Dania Beach, FL 33004	(954) 415-7536		09/14/2023	
SFCLT DANIA 1	SFCLT DANIA 1	38 SW 4 AVE, Dania Beach, FL 33004	(954) 415-7536		09/14/2023	
SFCLT DANIA 1	SFCLT DANIA 1	42 SW 4 AVE, Dania Beach, FL 33004	(954) 415-7536		09/14/2023	
SFCLT DANIA 1	SFCLT DANIA 1	420 SW 1 ST, Dania Beach, FL	(954) 415-7536		09/14/2023	
SFCLT DANIA 1	SFCLT DANIA 1	46 SW 4 AVE, Dania Beach, FL 33004	(954) 415-7536		09/14/2023	
SFCLT DANIA 1	SFCLT DANIA 1	506 NW 3 ST, Dania Beach, FL 33004	(954) 415-7536		09/14/2023	
THE OHIO CASUALTY INSURANCE COMPANY	THE OHIO CASUALTY INSURANCE COMPANY	0 CITY BUSINESS, Dania Beach, FL 33004	(617) 357-9500		09/27/2023	
UNITED STATES LIABILITY INSURANCE COMPANY	UNITED STATES LIABILITY INSURANCE COMPANY	0 CITY BUSINESS, Dania Beach, FL 33004	(888) 523-5545		09/26/2023	

Businesses 28



DANIA BEACH
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CITY OF DANIA BEACH COMMUNITY DEVELOPMENT DEPARTMENT MEMORANDUM

DATE: October 24, 2023

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

VIA: Candido Sosa-Cruz, ICMA-CM, Deputy City Manager

FROM: Eleanor Norena, CFM, Community Development Director 

RE: Manager's Monthly Report – September 2023 – Community Development Department

The following is a summary of Community Development Department activity during the month of September 2023.

Community Development Special Projects:

RAC Land Use Amendment. The Future Land Use Amendment application requesting dwelling unit replenishment within the City's Regional Activity Center (RAC) was submitted to Broward County on May 31, 2022. On May 25, 2023, the Broward County Planning Council approved the City's application. On September 6, 2023, the Broward County Commission approved this item on first reading. The application was transmitted to the State on September 11, 2023 for further review.

Height and Density Reduction in the Regional Activity Center (RAC). The proposed amendment will eliminate all incentives in the RAC ultimately reducing the allowable height and density for new development. Consensus was received from the City Commission on May 9, 2023. The department will be scheduling one on one meetings with each elected official in early September. The text amendment was heard and approved by the City Commission on first reading on September 26, 2023. This item will be back before the City Commission for second reading with the Future Land Use Amendment.

Call to Artist. Through the month of July, Community Development coordinated with the City Attorney's Office, the Procurement Division of the Finance Department, as well as the City's Public Art Consultant to publish the City's first Call to Artist for the City Hall Parking Garage East Wall which was published on August 1, 2023. The Public Art Advisory Board met on September 18, 2023, and selected five finalists to recommend to the City Commission.

Building Division:

The Building Department reviewed and issued 194 building permit applicants and conducted 1,517 inspections. The Department issued one commercial Certificates of Occupancy.

Planning and Zoning Division:

SP-056-21MOD Koosh Living: This project has a previously approved site plan for the construction of 199 mid-rise dwelling units, 32 townhouse dwelling units, 13,500 square feet of commercial use, and 3,200 square feet of office use. The modification request is to reduce the size of the parcel since the adjacent owner to the northeast is requesting to buy that corner that consists of 7,820 square feet to “square off” his lot. This modification does not impact the density calculations for this project, nor setbacks for the proposed development. The only impact would be the number of oak trees that were subject to relocation or mitigation due to the development, now with the land transfer, these trees will remain. The project is currently being reviewed by DRC.

SP-052-23 C.W Thomas Park: This site plan is for the redevelopment of the C.W Thomas Park to include a new football field with home/guest bleachers and press box, basketball court, recreation pool, community center, and playground. This project is currently being reviewed by DRC.

SP-078-22 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 by the end of 2023.

SP-075-23 ABC Rentals: NSU Industrial: This site plan request is for a new warehouse building. The project is currently being reviewed by DRC.

SP-040-23 Element Hotel at IGFA: This site plan is for the construction of a new hotel with 115 rooms. This project is anticipated to be on the City Commission agenda by the end of 2023.

SP-024-23 Mango Residential: This site plan is for the construction of four two-story townhomes. The project is currently being reviewed by DRC.

SP001-22MOD Dania Beach Urban Apartments: This project is a previously approved site plan for the construction of four unit multifamily. The modification request is to increase unit area living space, re-configure parking layout, relocate trash location, and remove enclosure, and re-design exterior appearance. The project is currently being reviewed by DRC and is anticipated to be approved administratively.

SP018-21MOD Atlantica: This project is a previously approved site plan for the construction of 124 multi-family dwelling units. The modification request is to remove the valet trash collection and revise the site plan to build four dumpsters and the monument sign relocation.

Miscellaneous Zoning Activities:

The Zoning Division processed 46 new Certificates of Use applications for new businesses in the City for the month of September.

The Zoning Division processed, inspected and approved four new Vacation Rental applications and 11 renewals of existing operating Vacation Rentals for the month of September.

Code Enforcement Division:

The Code team is continuing to work with BSO to document and enforce any violations observed at Vacation (short-term) Rental properties, specifically noise, and parking issues.

Code continues to focus on aesthetics of our major corridors; prioritizing, the downtown City Center focusing on blight, graffiti, illegal signage, and dumpster enclosures.

A total of 65 complaints were submitted this month into the City's Ask Dania Beach App and were addressed and inspected by Code staff.

Code continues to work with BSO Homeless Outreach to address homeless issues.

Code has been monitoring temporary signs throughout the City and is working with businesses to explain the City's code and protocols for requesting additional signage.

Code continues to work with Public Services to address bulk trash issues within the City. A total of 47 bulk notices were issued this month.

Code is currently inspecting businesses for BTR's and citing businesses that have not renewed their BTR's for the 23/24 year.

Beach Ranger and Parking Division:

Beach Rangers patrol downtown City Center and all active construction sites for parking, noise, and early hour activity violations.

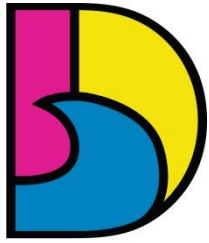
Staff reported 11 violations at the beach in the Ask Dania Beach App including safety issues, blight and aesthetics.

Turtle friendly lighting inspections are being conducted nightly to make sure the City is compliant with State, County, and City Regulations.

Staff continue to monitor the pier, parking lot and sand areas to address violations which include but are not limited to placement of tents, smoking, bonfires, and dogs. 748 violations were observed and addressed.

Beach Rangers are monitoring the marina for any unauthorized activity.

Beach Rangers work with BSO Homeless Outreach to address homeless issues at the beach.



DANIA BEACH
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CITY OF DANIA BEACH FINANCE DEPARTMENT

MEMORANDUM

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

FROM: Adam Segal, Deputy Finance Director

DATE: October 15, 2023

SUBJECT: Finance Monthly Report – September 2023

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

- Master Capital projects Schedule to include 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

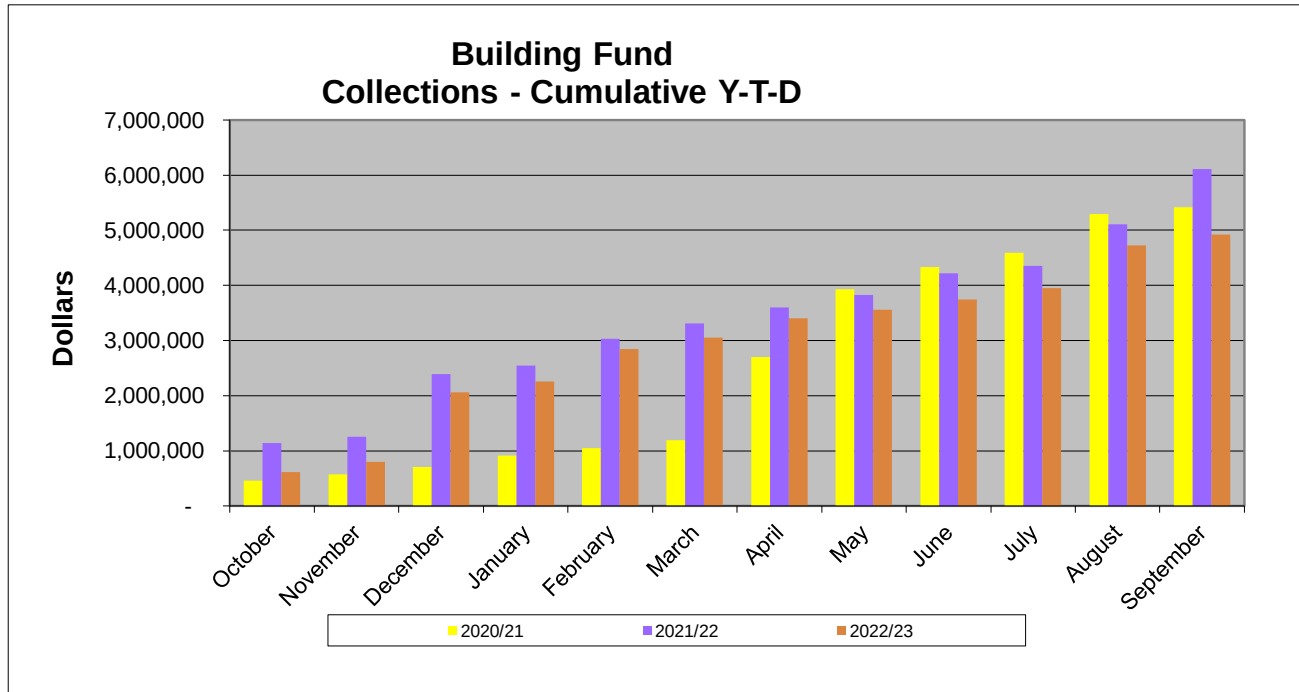
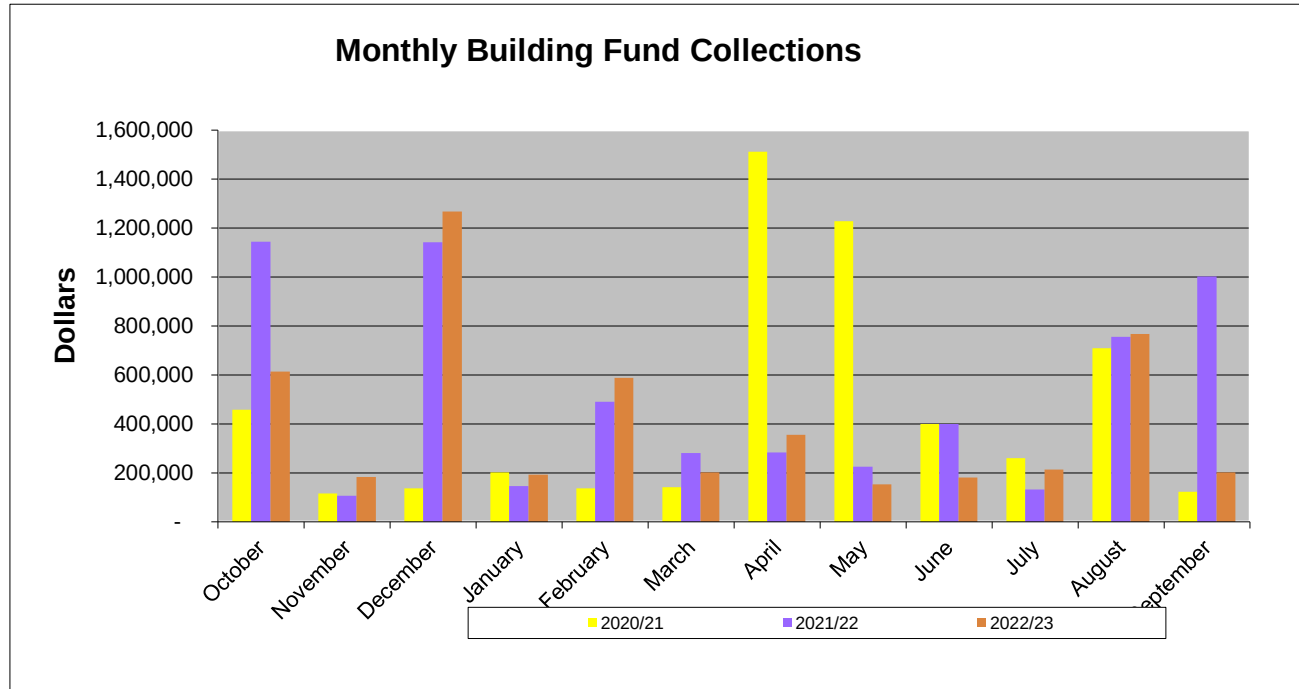
Contingency and Fund Balance Estimate

Building Fund Collections

	<u>2020/21</u>	<u>2021/22</u>	<u>2022/23</u>
Monthly			
October	456,717	1,144,624	613,610
November	115,930	107,616	183,413
December	137,352	1,142,811	1,267,607
January	201,184	146,194	193,243
February	137,028	490,813	588,953
March	142,455	281,847	202,690
April	1,511,205	283,429	356,512
May	1,227,546	226,093	153,965
June	399,057	399,287	181,738
July	259,308	132,426	212,528
August	709,467	755,979	767,780
September	122,504	1,003,182	202,415
Total	5,419,752	6,114,301	4,924,453

	<u>2020/21</u>	<u>2021/22</u>	<u>2022/23</u>
Cumulative			
October	456,717	1,144,624	613,610
November	572,647	1,252,240	797,023
December	709,999	2,395,051	2,064,630
January	911,182	2,541,246	2,257,873
February	1,048,210	3,032,058	2,846,825
March	1,190,665	3,313,906	3,049,515
April	2,701,870	3,597,334	3,406,027
May	3,929,416	3,823,427	3,559,992
June	4,328,473	4,222,715	3,741,730
July	4,587,780	4,355,140	3,954,258
August	5,297,248	5,111,119	4,722,038
September	5,419,752	6,114,301	4,924,453
Annual Goal	4,777,331	4,741,977	5,322,012

Building Fund - thru September 2023

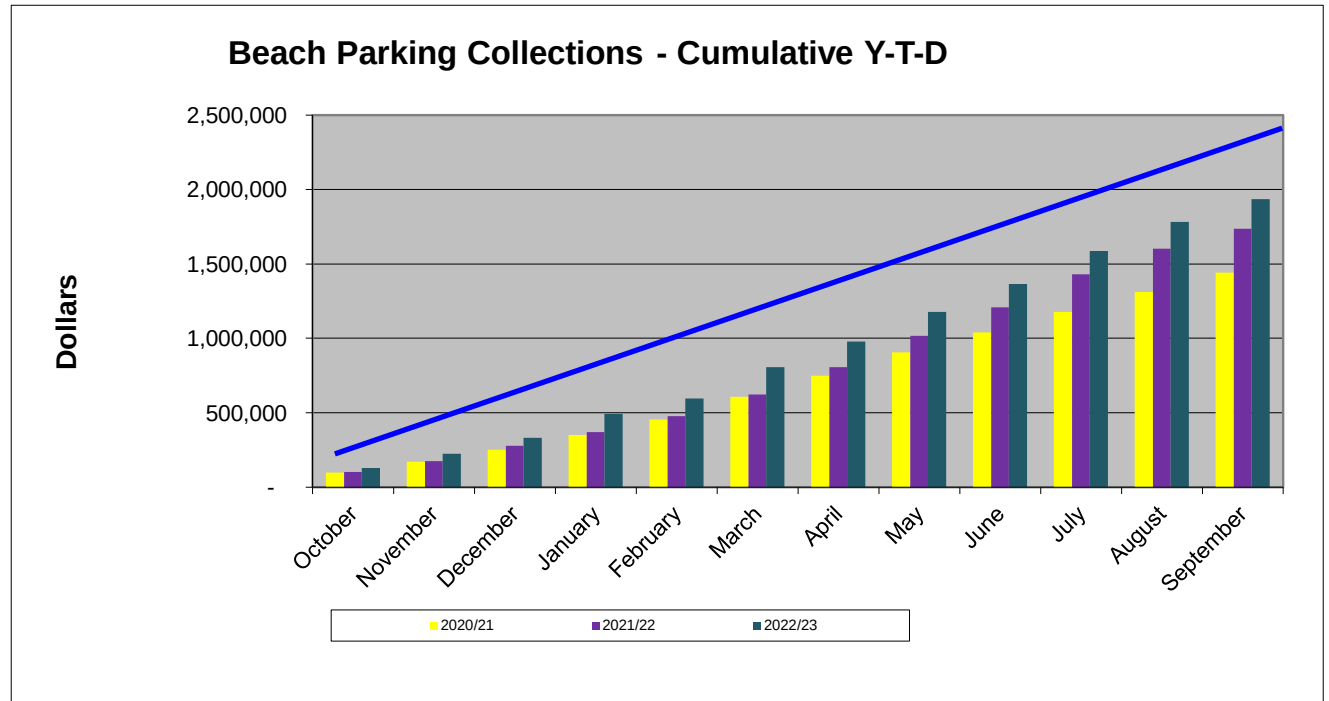
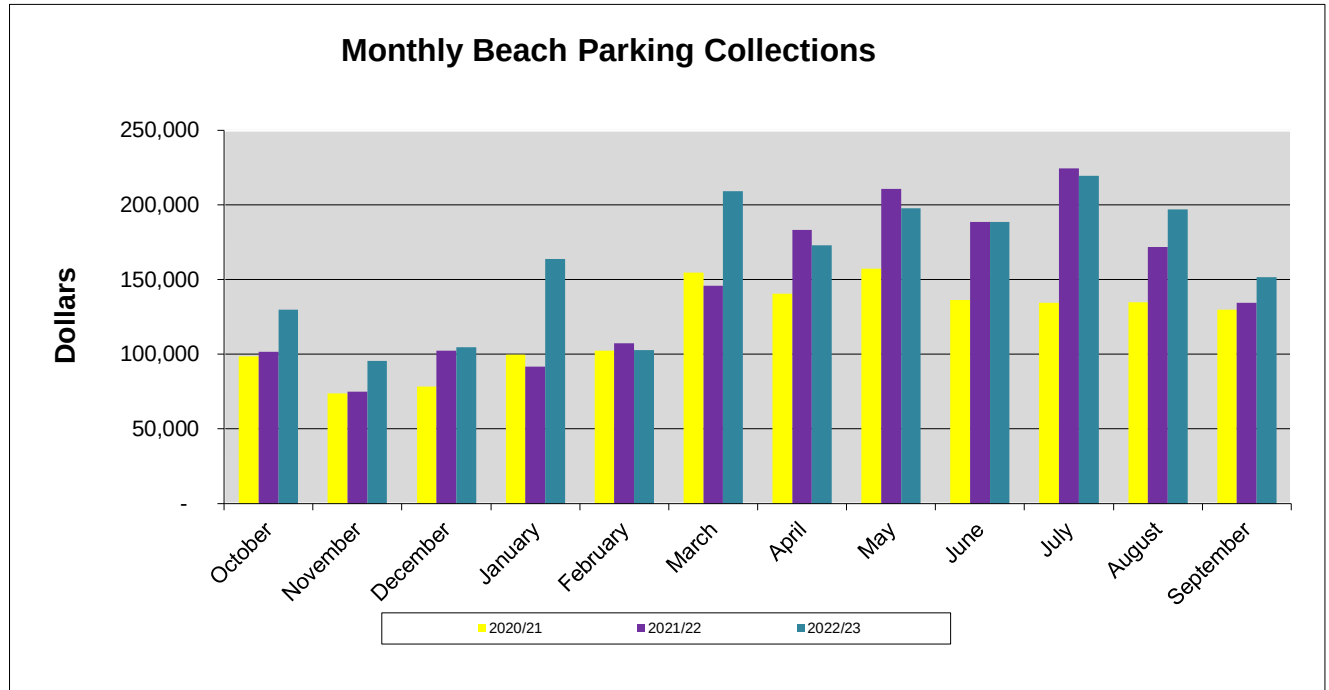


Parking Fee Collections

Monthly	<u>2020/21</u>	<u>2021/22</u>	<u>2022/23</u>
October	98,451	101,582	130,026
November	73,741	75,146	95,694
December	78,542	102,321	104,713
January	99,866	91,751	164,030
February	102,595	107,375	102,648
March	154,528	145,848	209,333
April	140,766	183,397	172,853
May	157,300	210,704	197,957
June	136,216	188,603	188,603
July	134,658	224,411	219,627
August	135,026	171,951	197,119
September	130,087	134,616	151,776
Total	<u>1,441,776</u>	<u>1,737,704</u>	<u>1,934,380</u>

Cumulative	<u>2020/21</u>	<u>2021/22</u>	<u>2022/23</u>
October	98,451	101,582	130,026
November	172,193	176,728	225,720
December	250,735	279,049	330,433
January	350,600	370,800	494,463
February	453,195	478,175	597,111
March	607,723	624,023	806,444
April	748,488	807,420	979,297
May	905,789	1,018,123	1,177,255
June	1,042,005	1,206,726	1,365,857
July	1,176,663	1,431,138	1,585,485
August	1,311,689	1,603,088	1,782,604
September	1,441,776	1,737,704	1,934,380
Annual Budget Goal	<u>1,094,352</u>	<u>1,347,086</u>	<u>1,558,354</u>

Beach Parking - thru September 2023



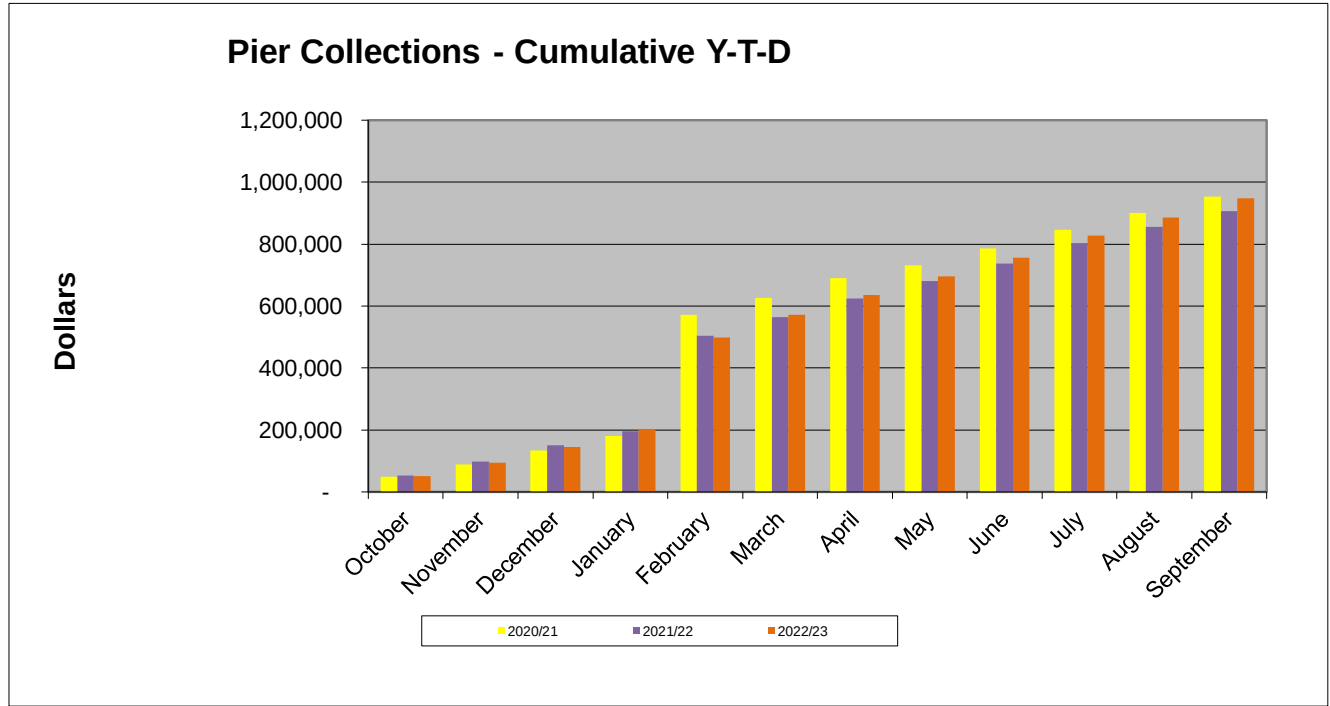
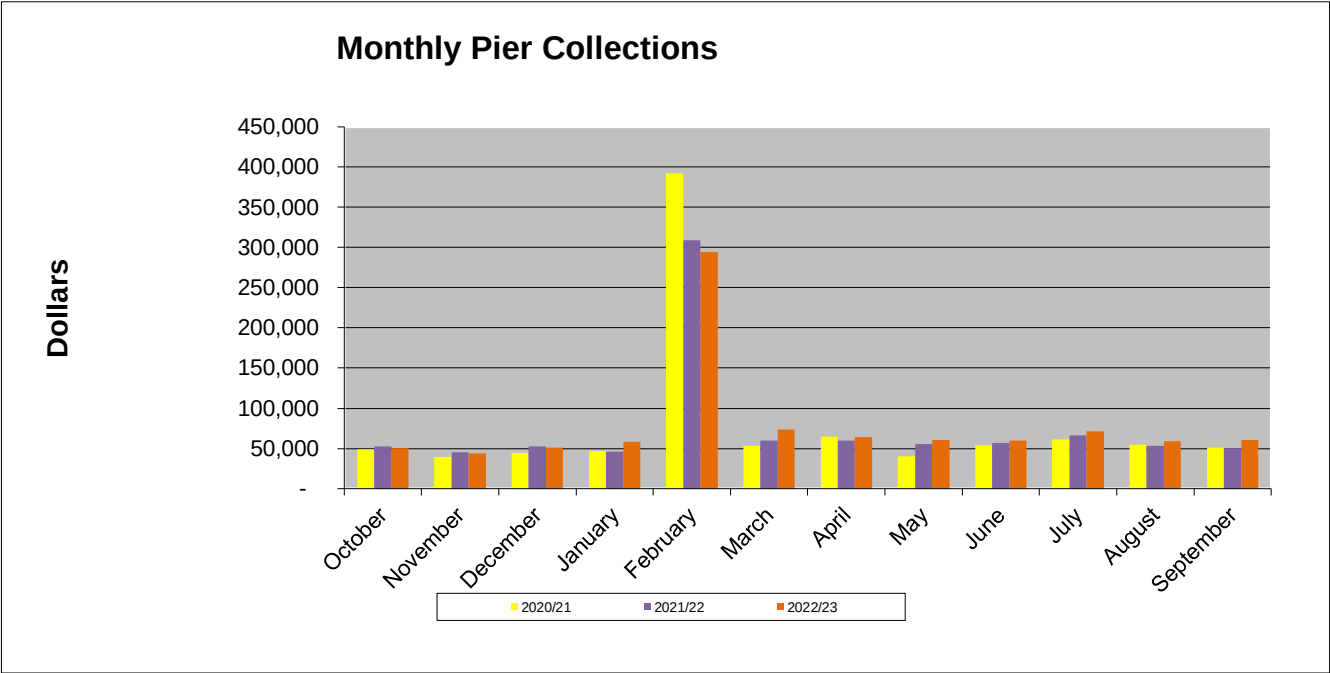
Pier Revenues

	2020/21	2021/22	2022/23
Monthly			
October	49,128	52,575	50,313
November	39,289	45,411	43,917
December	44,807	52,271	50,942
January	46,662	45,906	58,345
February	392,450	308,830	294,357
March	53,244	59,863	73,487
April	64,937	59,852	63,945
May	40,544	55,621	60,688
June	54,227	56,858	60,003
July	61,599	66,152	71,604
August	54,857	52,975	58,871
September	50,878	50,426	60,849
Total	952,620	906,740	947,320

Balance includes true-up for the annual rent of the Quarterdeck based on the lease agreement.

	2020/21	2021/22	2022/23
Cumulative			
October	49,128	52,575	50,313
November	88,416	97,986	94,229
December	133,223	150,257	145,171
January	179,885	196,163	203,516
February	572,336	504,993	497,873
March	625,579	564,856	571,360
April	690,516	624,708	635,305
May	731,061	680,329	695,993
June	785,287	737,187	755,996
July	846,886	803,339	827,600
August	901,742	856,314	886,471
September	952,620	906,740	947,320
Annual Budget Goal	773,952	844,816	937,301

Pier Revenues - thru September 2023

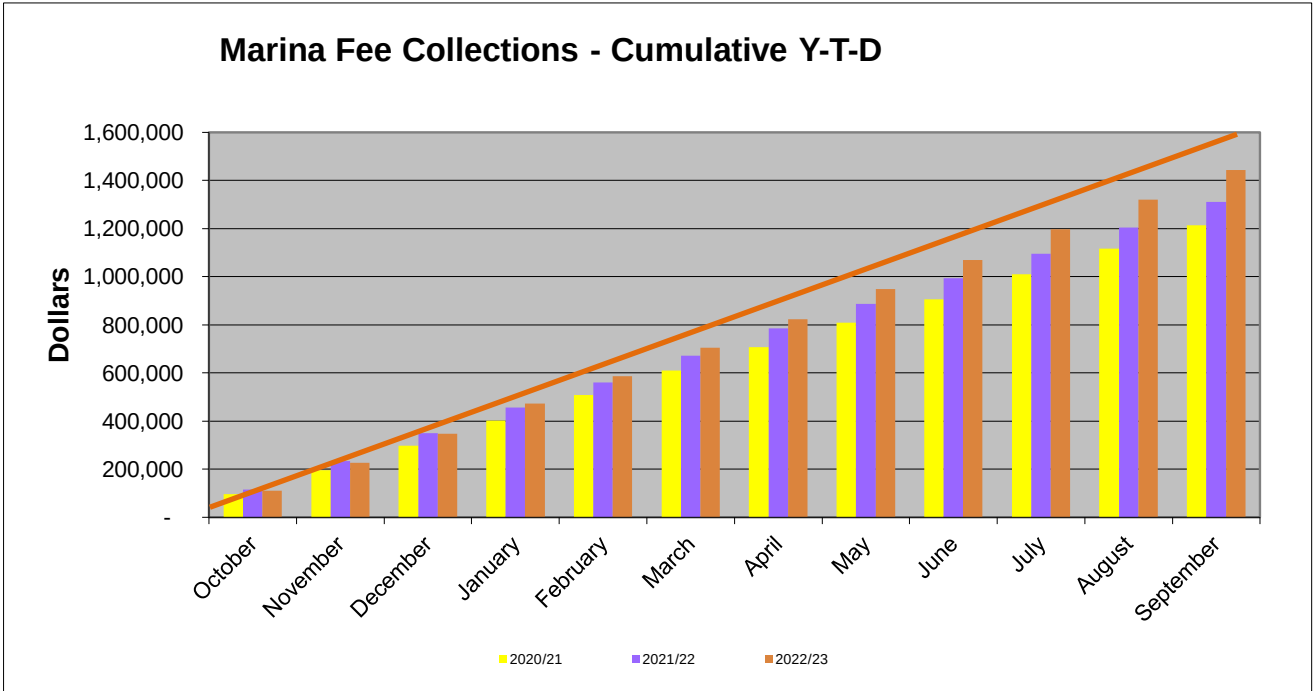
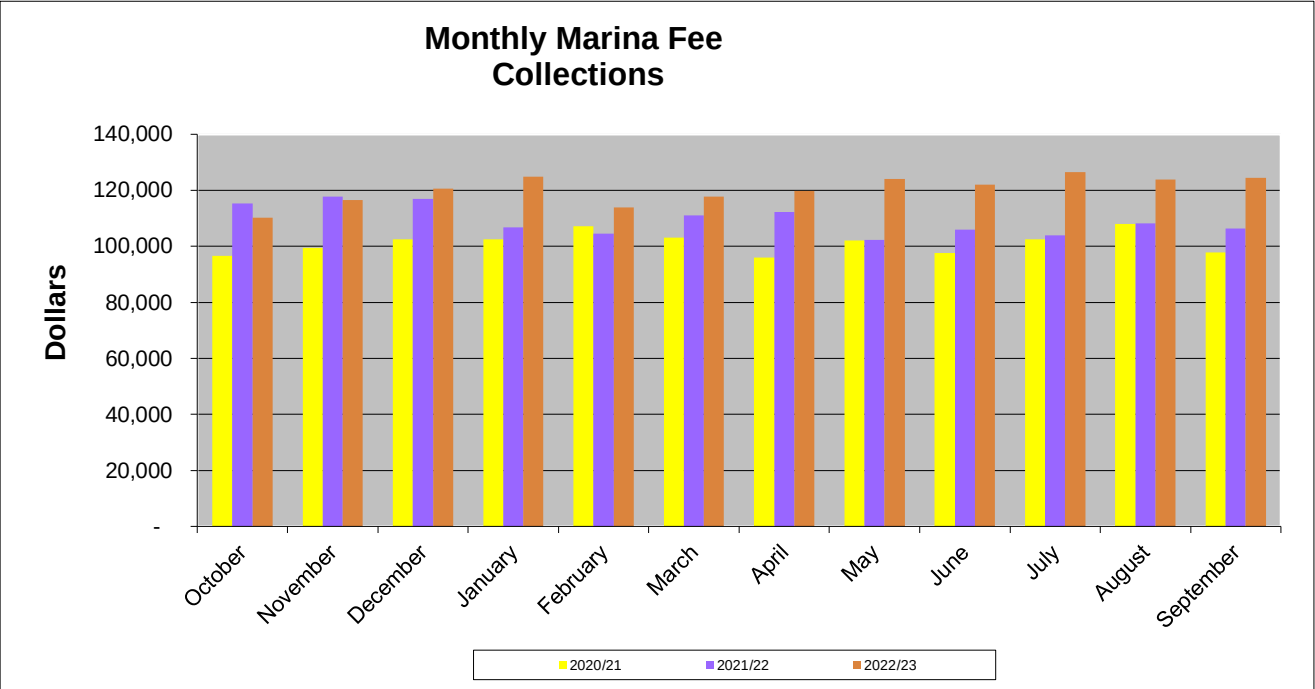


Marina Fee Collections

	<u>2020/21</u>	<u>2021/22</u>	<u>2022/23</u>
Monthly			
October	96,691	115,264	110,239
November	99,519	117,663	116,542
December	102,437	116,830	120,621
January	102,400	106,673	124,885
February	107,245	104,605	113,849
March	103,019	111,125	117,710
April	96,002	112,170	119,728
May	102,039	102,373	124,138
June	97,546	106,001	122,027
July	102,395	104,000	126,485
August	108,051	108,096	123,889
September	97,767	106,418	124,369
Total	<u>1,215,110</u>	<u>1,311,218</u>	<u>1,444,481</u>

	<u>2020/21</u>	<u>2021/22</u>	<u>2022/23</u>
Cumulative			
October	96,691	115,264	110,239
November	196,210	232,927	226,781
December	298,647	349,758	347,402
January	401,047	456,431	472,287
February	508,292	561,036	586,135
March	611,312	672,161	703,845
April	707,313	784,330	823,574
May	809,352	886,703	947,711
June	906,898	992,704	1,069,738
July	1,009,292	1,096,704	1,196,223
August	1,117,343	1,204,800	1,320,112
September	1,215,110	1,311,218	1,444,481
Budget Goal	<u>1,011,953</u>	<u>1,290,768</u>	<u>1,339,555</u>

Marina Fees - thru September 2023

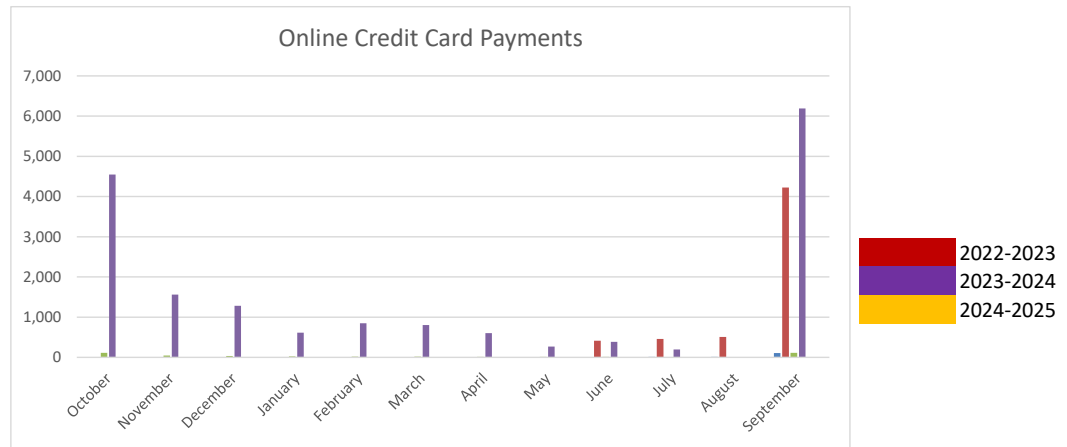


City of Dania Beach: Master Capital Projects Summary as of 9-30-2023												
Project Name	Project Number	Revenue Source	Original Budget	Grant Award	Cash Match	Budget Amendments	Total Budget Allocation	Expenses & Encumbrances	FY 22-23 Carryforward Amount	Project Phase/ Status	Anticipated Completion Date	Grant Expiration
Stormwater Fund												
SE Stormwater II	PS-SW-0010	SRF Loan, Stormwater	6,159,729	-	-	844,496	7,004,225	(883,500)	6,120,725	Construction		
Neighborhood Drainage Improvement	PS-SW-0040	Transportation Surtax, Stormwater	1,170,960	-	-	3,000,000	4,170,960	(2,969,018)	1,201,942	Construction		
SW 37th Terrace Drainage Improvement	PS-SW-0070	Stormwater	1,200,000	375,000	375,000	1,200,000	1,200,000	(1,097,830)	102,170	Completed		9/30/2026
SW 54th Court Drainage Improvement	PS-SW-0050	Stormwater	1,200,000	350,000	350,000	1,200,000	1,200,000	(1,010,092)	189,908	Completed		9/30/2026
Citywide Stormwater Master Plan/CDBG Mitigation	PS-SW-0080	Stormwater, CDBG-MIT	-	795,000	265,000	16,535	1,076,535	(395,505)	681,030	Design		
Total Stormwater Fund Projects			9,730,689	1,520,000	990,000	6,261,031	14,651,720	(6,355,944)	8,295,776			
Water Fund												
NW 1st Ave Water Main Stirling-City Hall	N/A	Water	431,730	-	-	-	431,730	(48,549)	383,183	Design		
Total Water Fund Projects			431,730	-	-	-	431,730	(48,549)	383,183			
Sewer Fund												
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)	-	Construction		
Inflow and Infiltration Mainline Repairs Project		Sewer	2,041,450	-	-		2,041,450	(2,041,450)	-	Construction		
HMGP Lift Stations	PS-SU-0021	HMGP	1,686,442	-	-	3,634,878	5,321,320	(499,800)	4,821,520	Construction		
Total Sewer Fund Projects			5,123,201	-	-	3,638,891	8,762,092	(3,819,860)	4,942,232			
Pier Fund												
Pier Refurbishing	PS-BP-0040, PS-BP-0041	Pier, GF Loan	500,000	-	-	1,773,921	2,273,921	(2,273,921)	0	Construction		
Total Pier Fund Projects			500,000	-	-	1,773,921	2,273,921	(2,273,921)				
Grants Fund												
Solar Lighting	PS-RB-0020, PS-RB-0043, PS-RB-0044	CDBG 44, 46, 47	-	396,491	-	-	396,491	(392,620)	3,871	Construction		4/30/2023
Fire Rescue - Station #1	PS-PB-0020, PS-PB-0021	HMGP, City Match	-	812,850	270,150	-	1,083,000	(232,280)	850,720	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		
CDBG 48th Year Solar Lights		CDBG	177,575		24,000	-	201,575	-	177,575			9/30/2023
Total Grants Fund Projects			477,575	3,987,390	294,150	433,541	5,192,656	(1,918,617)	3,250,039			
Capital Projects Fund												
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	-	-	-	647,987	647,987	(343,339)	304,648	Construction		
Solar Street Lighting	PS-RB-0040, PS-RB-0041, PS-RB-0042, PS-RB-0045	Capital, Bank Loan	-	-	-	1,305,462	1,305,462	(1,216,495)	88,967	Construction		
Oasis XV - Capital Fund	N/A	Capital	-	-	-	58,149	58,149	(11,000)	47,149	Completed		
Sidewalk Masterplan Tier 1	N/A	Capital, ARPA, GF	400,000	-	-	422,604	822,604	(822,604)	0	Construction		

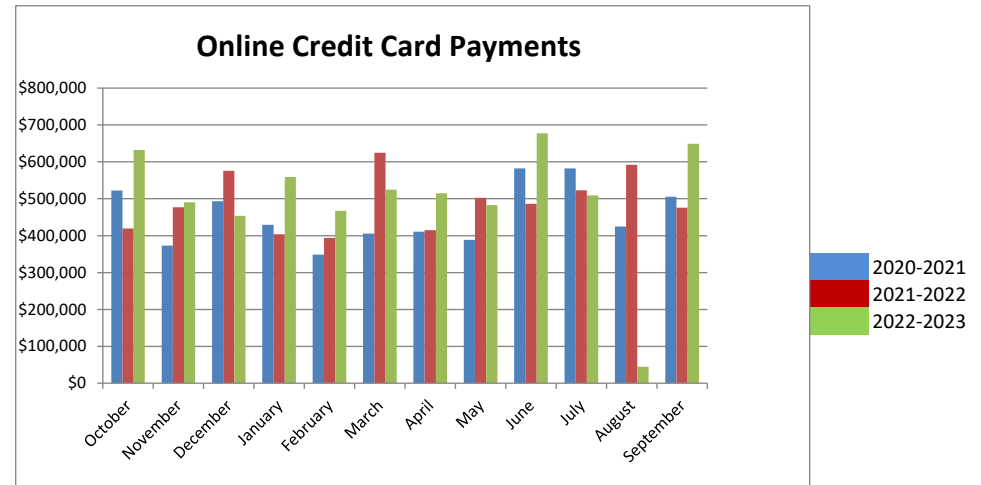
City of Dania Beach: Master Capital Projects Summary as of 9-30-2023

Project Name	Project Number	Revenue Source	Original Budget	Grant Award	Cash Match	Budget Amendments	Total Budget Allocation	Expenses & Encumbrances	FY 22-23 Carryforward Amount	Project Phase/ Status	Anticipated Completion Date	Grant Expiration
Roadway and Median Electrical	N/A	Capital	200,000	-	-	575,000	1,475,000	(507,027)	967,973	Construction		
Beach Revitalization Phase II	PS-BP-0050, PS-BP-0052	Capital	925,000	-	-	801,798	1,726,798	(1,304,713)	422,085	Construction		
City Hall Restrooms	PS-PB-0055	Facilities	188,654			-	188,654	(392,624)	(203,971)	Construction		
		Facilities, Flood Insur. Proceeds, Fund Balance										
IT Parker Community Center Renovations	ITPCC 2023		327,068			503,603	830,671	(830,671)	830,671	Construction		
		Bank Loan, Capital										
CW Thomas Park Phase I	N/A		18,100,000	-	-	265,505	18,449,977	(1,535,135)	16,914,842	Construction		
Total Capital Projects Fund			20,340,722	-	-	4,580,108	25,705,302	(7,044,108)	19,491,865			
Upcoming Projects												
Beachside Restroom Improvement	PS-BP-0015	Capital	150,000							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		
	PS-WU-0020, PS-WU-0021											
NW/SW 1st Street Water Main		Water	500,000							Design		
Water Plant Accelerator Cleaning	PS-WU-0030	Water	100,000							Design		
C51 Water Supply	PS-WU-0050	Water	4,600,000							Loan Approved		
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		
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		
SW 34th Terrace Improvement	PS-SW-0060	Stormwater	750,000							On Hold		
SeaTech Parking Garage	PS-BP-0053	Capital	1,200,000							On Hold		
			10,428,900	-	-	-	-	-	-			

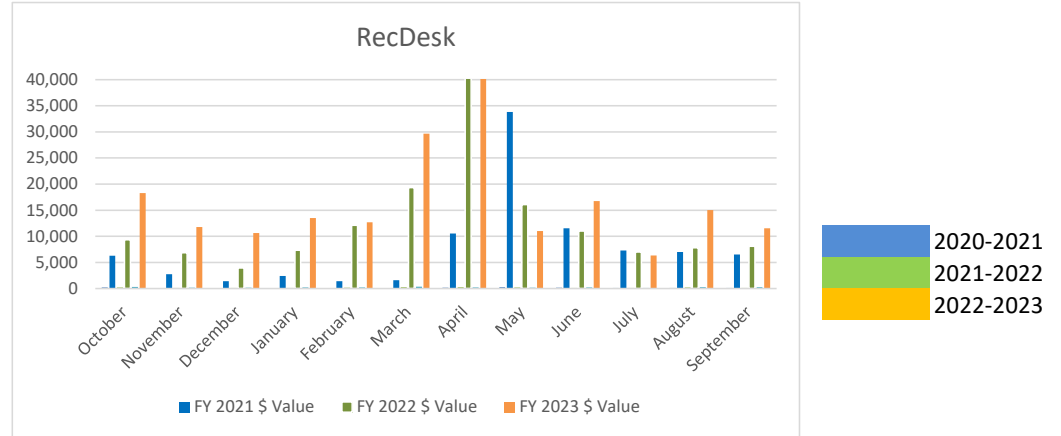
	FY 2022		FY 2023		FY 2024	
	# of		# of		# of	
	<u>Pymts</u>	<u>\$ Value</u>	<u>Pymts</u>	<u>\$ Value</u>	<u>Pymts</u>	<u>\$ Value</u>
October			112	\$4,547		
November			46	\$1,562		
December			36	\$1,284		
January			23	\$615		
February			19	\$851		
March			18	\$802		
April			13	\$604		
May	0	\$0	10	\$267		
June	9	\$411	10	\$385		
July	10	\$460	9	\$198		
August	13	\$508	2	\$0		
Septembe	106	\$4,227	115	\$6,191		



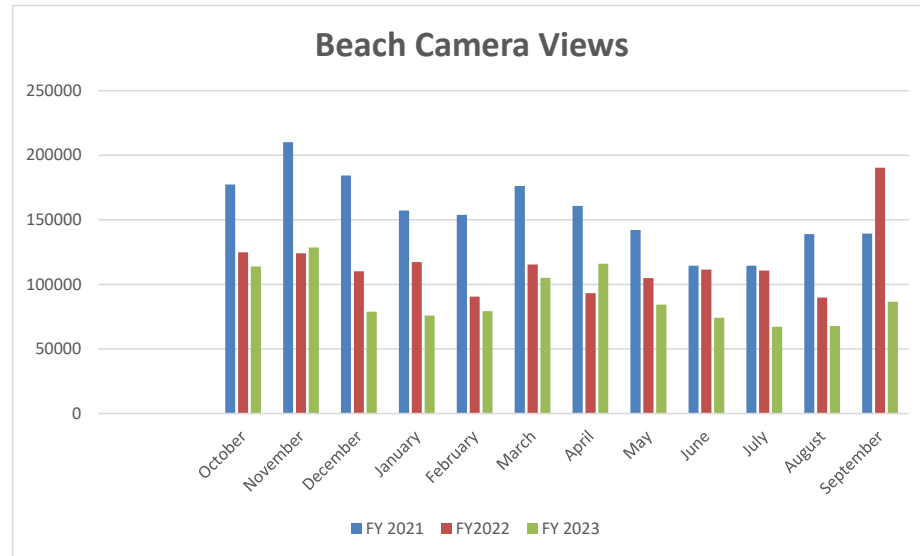
	FY 2021		FY 2022		FY 2023	
	<u># of Pymts</u>	<u>\$ Value</u>	<u># of Pymts</u>	<u>\$ Value</u>	<u># of Pymts</u>	<u>\$ Value</u>
October	1,694	\$522,541	1,756	\$419,523	1,799	\$631,937
November	1,659	\$372,920	1,607	\$477,225	1,698	\$490,381
December	1,859	\$493,048	1,644	\$575,861	1,676	\$453,598
January	1,681	\$429,192	1,580	\$403,966	1,814	\$559,003
February	1,625	\$348,642	1,461	\$393,924	1,586	\$466,879
March	1,751	\$405,303	1,883	\$624,708	1,673	\$524,878
April	1,600	\$410,951	1,558	\$415,006	1,696	\$514,951
May	1,568	\$388,510	1,635	\$502,840	1,705	\$482,818
June	1,654	\$581,978	1,771	\$486,384	1,890	\$677,359
July	2,077	\$582,478	2,003	\$522,805	1,956	\$509,105
August	1,589	\$424,738	1,919	\$591,853	1,745	\$44,810
September	1,921	\$505,704	1,748	\$475,765	1,953	\$648,891



	FY 2021		FY 2022		FY 2023	
	<u># of</u> <u>Pymts</u>	<u>\$ Value</u>	<u># of</u> <u>Pymts</u>	<u>\$ Value</u>	<u># of</u> <u>Pymts</u>	<u>\$ Value</u>
October	197	\$6,283	203	\$9,350	293	\$18,293
November	90	\$2,727	126	\$6,835	188	\$11,802
December	46	\$1,398	112	\$3,952	184	\$10,643
January	73	\$2,416	106	\$7,346	228	\$13,489
February	60	\$1,414	159	\$12,120	215	\$12,691
March	87	\$1,595	252	\$19,322	339	\$29,674
April	161	\$10,541	264	\$48,956	229	\$54,344
May	251	\$33,829	205	\$16,068	147	\$11,025
June	152	\$11,549	125	\$10,999	216	\$16,773
July	131	\$7,298	108	\$7,008	125	\$6,317
August	124	\$7,003	203	\$7,805	242	\$15,031
September	142	\$6,503	133	\$8,115	240	\$11,545

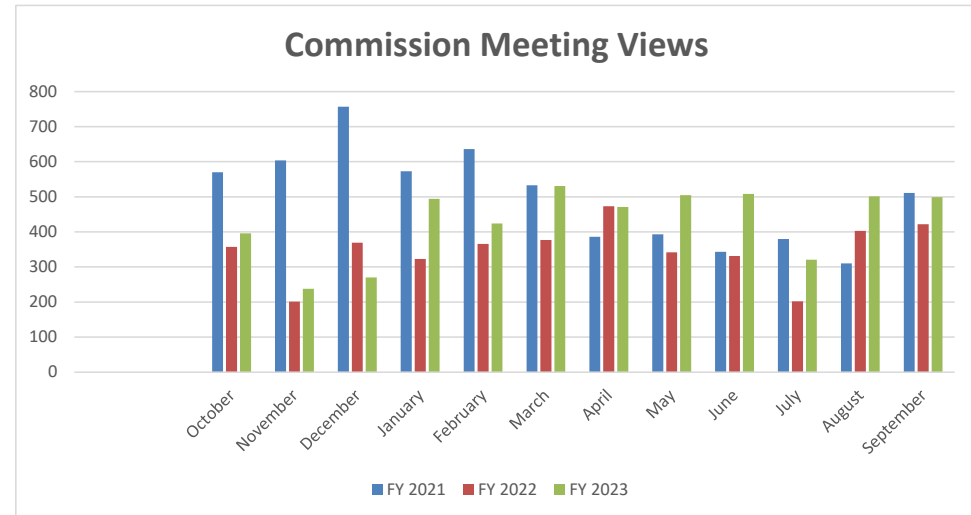


	FY 2021	FY2022	FY 2023
October	177,400	124,800	113,900
November	210,000	124,100	128,500
December	184,300	110,100	78,800
January	157,100	117,200	75,900
February	153,700	90,500	79,200
March	176,200	115,300	105,100
April	160,700	93,100	115,900
May	142,200	104,900	84,300
June	114,400	111,500	74,100
July	114,400	110,600	67,100
August	138,900	89,700	67,700
September	139,200	190,300	86,600



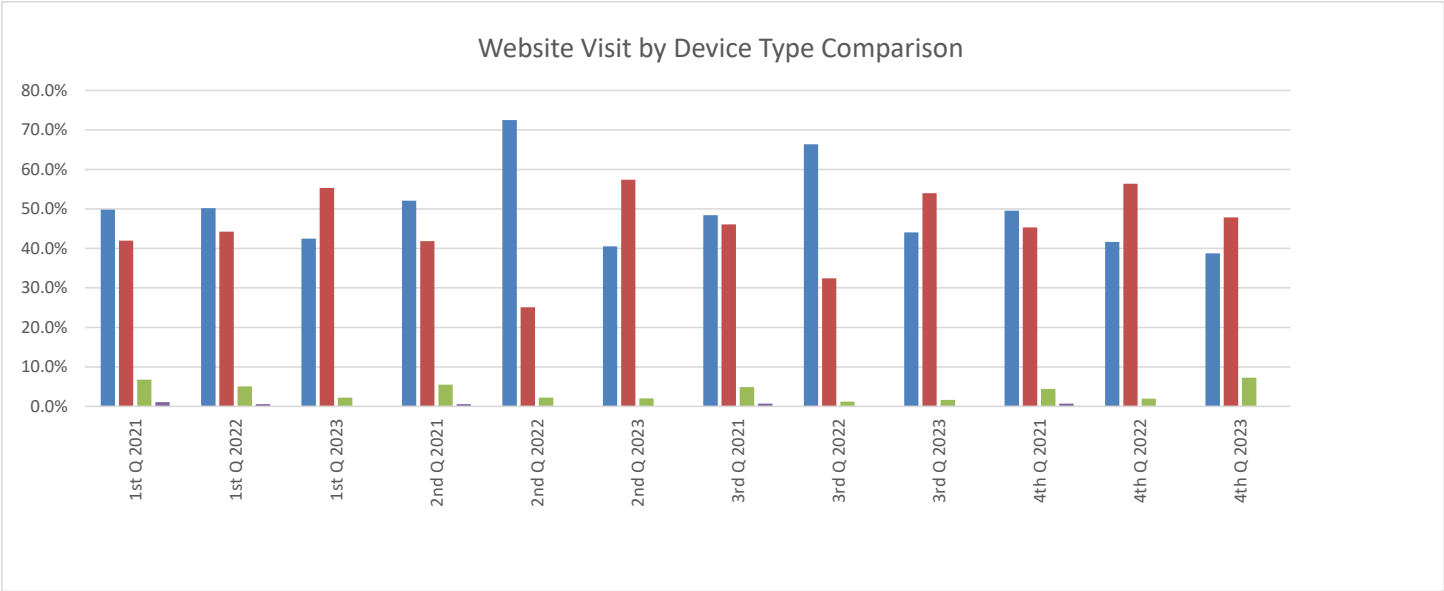
YouTube Channel
FY 2021 **FY 2022** **FY 2023**

October	570	357	396
November	604	201	238
December	757	369	270
January	573	323	494
February	636	366	424
March	533	377	531
April	386	473	471
May	393	342	505
June	343	331	508
July	380	202	321
August	310	403	501
September	511	422	499

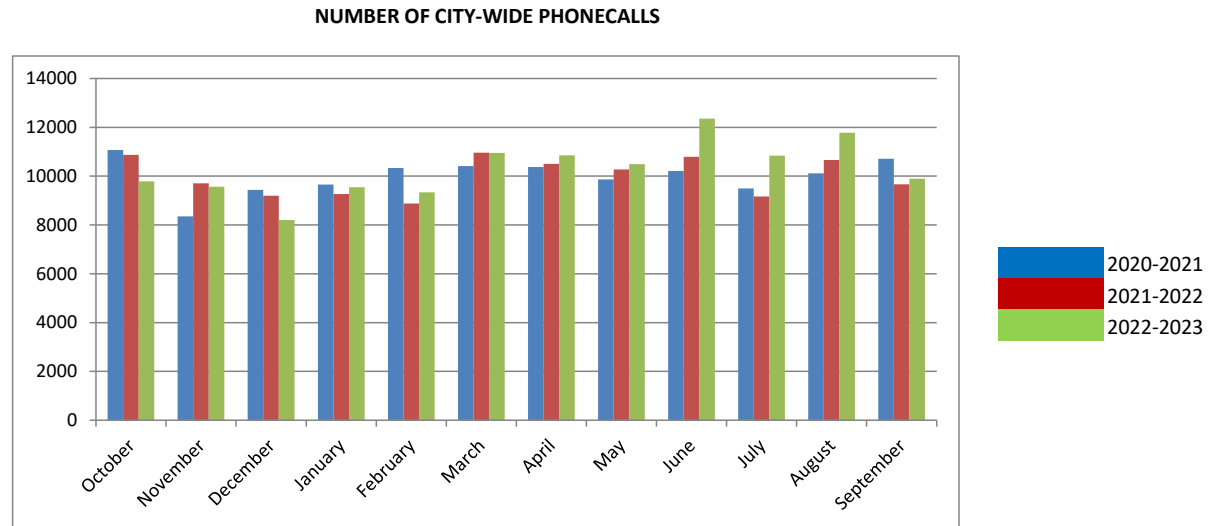


Website Visit by Device Type Comparison

	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%	42.5%	52.1%	72.5%	40.5%	48.4%	66.4%	44.1%	49.6%	41.6%	38.8%
Smartphone	42.0%	44.2%	55.3%	41.8%	25.1%	57.4%	46.1%	32.5%	54.0%	45.3%	56.4%	47.9%
Tablet	6.8%	5.0%	2.2%	5.5%	2.2%	2.1%	4.9%	1.2%	1.6%	4.4%	2.0%	7.3%
Other	1.1%	0.6%		0.6%			0.7%			0.7%		



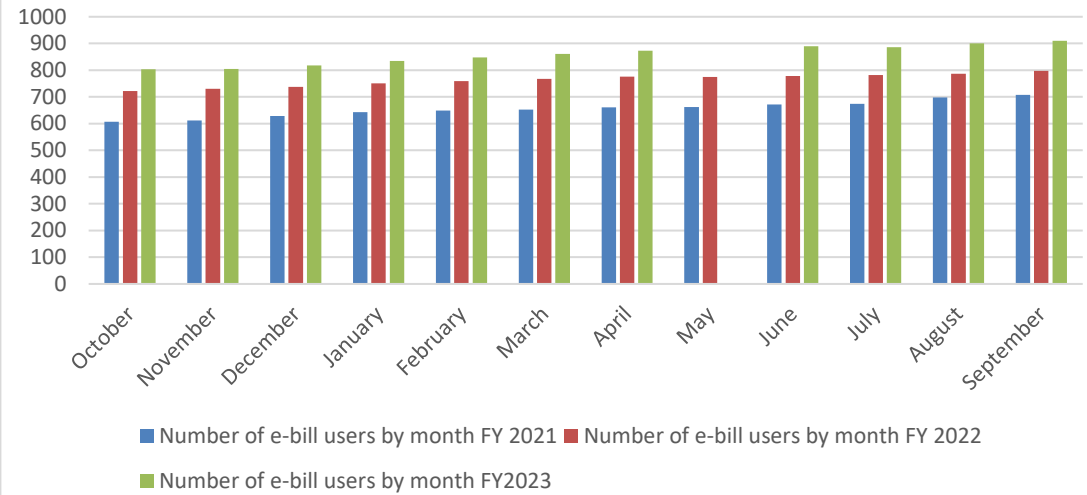
	<u>FY 2021</u>	<u>FY 2022</u>	<u>FY 2023</u>
October	11,070	10,868	9,789
November	8,348	9,702	9,564
December	9,435	9,193	8,197
January	9,656	9,268	9,543
February	10,334	8,875	9,338
March	10,410	10,960	10,946
April	10,374	10,499	10,851
May	9,863	10,274	10,489
June	10,210	10,791	12,351
July	9,496	9,164	10,843
August	10,112	10,658	11,775
September	10,713	9,667	9,897



Number of e-bill users by month

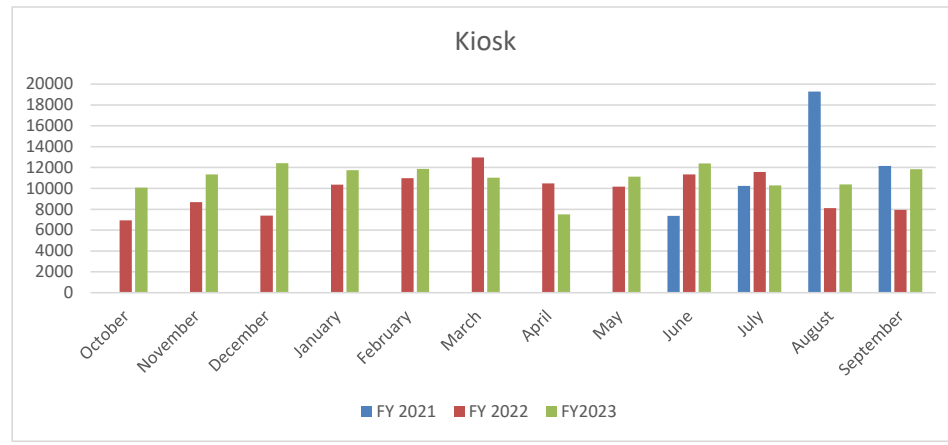
	<u>FY 2021</u>	<u>FY 2022</u>	<u>FY2023</u>
October	607	722	804
November	612	731	805
December	629	738	818
January	643	751	835
February	649	759	848
March	653	767	861
April	661	776	873
May	662	775	
June	672	778	890
July	674	782	886
August	698	787	901
September	708	797	910

Incremental E-bill Accounts



Kiosk

	<u>FY 2021</u>	<u>FY 2022</u>	<u>FY2023</u>
October		\$ 6,940.80	\$ 10,067.50
November		\$ 8,678.89	\$ 11,339.44
December		\$ 7,403.30	\$ 12,409.30
January		\$ 10,348.96	\$ 11,755.07
February		\$ 10,992.74	\$ 11,856.78
March		\$ 12,964.70	\$ 11,032.47
April		\$ 10,480.52	\$ 7,514.64
May		\$ 10,160.84	\$ 11,120.90
June	\$ 7,372.46	\$ 11,336.27	\$ 12,405.61
July	\$ 10,238.61	\$ 11,575.17	\$ 10,289.44
August	\$ 19,296.09	\$ 8,117.21	\$ 10,380.86
Septembe	\$ 12,155.35	\$ 7,940.87	\$ 11,842.84



Business Tax Receipt Activity - September 2023

Out of Business/Inactive	# of BTRs	Dollar Amount
Alan's Antiques	1	\$ 372.50
Yanitza Schoonover	1	\$ 236.25
Chantal Dagnet Dickerson	1	\$ 31.50
GWN Millwork & Supply	1	\$ 330.50
Hagen, Kevin P.A	1	\$ 651.25
Hagen, Max P.A	1	\$ 236.25
Law Offices of Sanford M. Reinstein P.A	1	\$ 236.25
Normandin Properties LLC	1	\$ 259.87
Total Out of Business/Inactive	8	\$ 2,354.37

New Approved Applications	# of BTRs	Dollar Amount
Atlantic Holdings 4 LLC	1	\$ 63.00
Costa Cover LLC	1	\$ 572.50
David Sulema	1	\$ 31.50
Elhazar Yohay Guedj	1	\$ 31.50
Eric Gilbert LLC	1	\$ 207.00
Hugo and Sandra Foy	1	\$ 236.25
Jospeh Surujon	1	\$ 31.50
Logan Land Strategies LLC	1	\$ 131.25
Mark Droblich	2	\$ 63.00
Mass Mutual Ascend Life Insurance Company	1	\$ 183.75
Michael Marrero	1	\$ 236.25
Miriam Leonhard	1	\$ 31.50
Ohio Security Insurance Company	1	\$ 183.75
Ratagan Rnd Corp	1	\$ 236.25
Renissance Life & Health Insurance Company	1	\$ 183.75
Rob Stern Art Glass	1	\$ 520.00
Root Insurance Company	1	\$ 183.75
Safeco Insurance Company pf Illinois	1	\$ 183.75
SFCLT Dania 1	7	\$ 1,213.50
The Ohio Casualty Insurance Company	1	\$ 183.75
United States Liability Insurance Company	1	\$ 183.75
Total New Applications	28	\$ 4,891.25

BTR Status	# of BTRs	Total Dollar Amount
Open Renewals- Current Year	270	\$ 80,487.79
Paid Renewals	2,851	\$ 1,015,393.71
Total BTRs as of 09/30/2023	3,121	1,095,881.50 **

**includes license fee, fire inspection & solid waste registration

Miscellaneous Billing Invoice Aging Report

Aging Date 09/30/2023

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	2710.00	2,710.00
# 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	.00	2380.00	2,380.00
# 5909 - Freeman Funeral Home	Reservation of Burial Plot	.00	.00	.00	.00	1500.00	1,500.00
# 5924-Garcia Gimeno	Reservation of Burial Plot	.00	.00	.00	.00	200.00	200.00
# 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
# 5925 - Anthony R. Manuel Funeral Home	Reservation of Burial Plot	.00	.00	.00	.00	600.00	600.00
# 5907 - Poitier Family Funeral Home	Reservation of Burial Plot	.00	.00	.00	1500.00	.00	1,500.00
# 6121 - Christine Smith	Reservation of Burial Plot	.00	.00	.00	.00	1500.00	1,500.00
# 6071 - Bells Funeral Services	Reservation of Burial Plot	.00	.00	.00	.00	625.00	625.00
# 5978 - Angels of Paradise	Reservation of Burial Plot	.00	.00	.00	.00	3990.00	3,990.00
# 6153 - Jacqueline Andrews	Reservation of Burial Plot	.00	.00	630.00	.00	.00	630.00
# 4786 - Dillard Josephine	Reservaton of Burial Plot	.00	.00	.00	.00	200.00	200.00
Cemetery Totals		\$0.00	\$0.00	\$630.00	\$1,500.00	\$37,635.00	\$39,765.00
Invoice Type - BULK Trash Pk Up - Notice of Violation							
	Bulk Trash Pickup	.00	.00	.00	.00	7004.00	7004.00
Bulk Trash Pk Up		\$0.00	\$0.00	\$0.00	\$0.00	\$7,004.00	\$7,004.00
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	.00	.00	254,835.00	254,835.00
Fire Inspection Totals		\$0.00	\$0.00	\$0.00	\$0.00	\$272,135.00	\$272,135.00
Invoice Type GR Federal - Grant Reimb. Federal Government							
# 6155 - Florida Division of Emergency	2023-00000001	56,319.60	.00	.00	.00	.00	56,319.60
Lake Maintenance Totals		\$56,319.60	\$0.00	\$0.00	\$0.00	\$0.00	\$56,319.60
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	22,080.00	11,340.00	.00	10,000.00	23,959.43	67,379.43
Miscellaneous Totals		\$22,080.00	\$11,340.00	\$0.00	\$10,000.00	\$44,201.43	\$87,621.43
Grand Totals							
Grand Totals		\$78,399.60	\$11,340.00	\$630.00	\$11,500.00	\$363,250.79	\$465,120.39

City of Dania Beach
Commercial Solid Waste Report FY 2022-2023
Payments Received

Annual Budget \$ 730,000

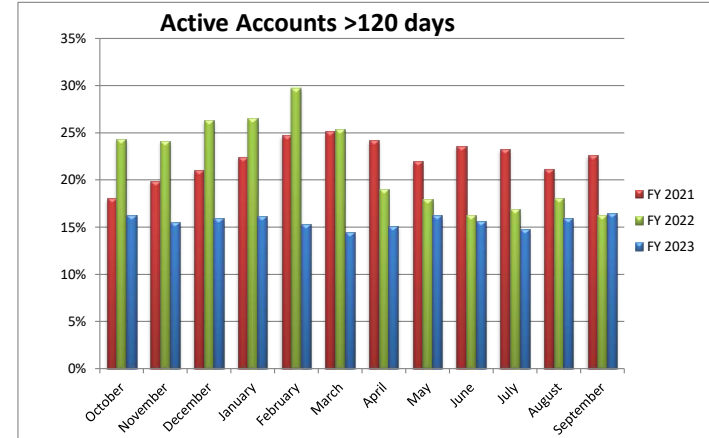
Waste Hauler								
	Choice Waste AKA Waste Connections	Waste Management	All Service Refuse AKA Republic Services	S & S National Waste AKA Bicon, Inc.	Panzarella Waste & Recycling Services	Great Waste	COASTAL WASTE & RECYCLING INC	General Fund
Permit Application Fee	75.00	75.00	75.00	225.00	75.00	75.00	75.00	
Annual Permit Fee	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	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	No Remittance	No Remittance	14,226.85	2,944.86	398.54	No Remittance	8,233.69	25,803.94
Dec	5,473.80	64,370.12	11,314.72	1,730.43	974.20	4,502.66	9,357.33	97,723.26
Jan	2,631.65	32,104.05	11,639.51	2,086.55	914.40	2,087.77	10,306.62	61,770.55
Feb	2,532.70	36,726.68	12,008.46	2,868.77	724.47	4,153.08	12,104.41	71,118.57
Mar	2,850.67	35,151.37	9,538.44	2,465.50	848.18	2,336.14	12,184.45	65,374.75
Apr	No Remittance	33,587.77	13,852.35	2,428.29	705.02	No Remittance	13,374.31	63,947.74
May	5,514.95	34,428.72	11,384.57	1,935.22	795.22	3,089.78	9,337.33	66,485.79
Jun	No Remittance	36,427.07	10,874.22	No Remittance	919.94	2,648.70	13,907.31	64,777.24
Jul	2,322.27	39,299.09	14,039.00	2,117.42	139.75	2,575.24	11,838.34	72,331.11
Aug	4,702.37	35,447.40	13,525.19	1,718.09	983.06	No Remittance	12,537.74	68,913.85
Sep	2,390.49	35,402.40	12,506.95	3,783.05	963.48	2,095.51	13,719.32	70,861.20
Total Mo. Franchise	\$ 34,343.74	\$ 413,780.49	\$ 150,623.50	\$ 29,878.05	\$ 9,029.54	\$ 25,297.81	\$ 134,283.68	\$ 726,375.61

	Choice Waste AKA Waste Connections	Waste Management	All Service Refuse AKA Republic 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	No Remittance	No Remittance	4,742.28	981.62	132.85	No Remittance	2,744.56	8,601.31
Dec	\$ 1,824.61	\$ 21,456.70	\$ 3,771.58	\$ 576.81	\$ 324.74	\$ 1,500.89	\$ 3,119.11	\$ 32,574.44
Jan	\$ 877.22	\$ 10,701.35	\$ 3,879.84	\$ 695.52	\$ 304.80	\$ 695.92	\$ 3,435.54	\$ 20,590.19
Feb	\$ 844.23	\$ 12,242.23	\$ 4,002.82	\$ 956.26	\$ 241.49	\$ 1,384.37	\$ 4,034.80	\$ 23,706.20
Mar	\$ 950.22	\$ 11,717.13	\$ 3,179.48	\$ 821.84	\$ 282.73	\$ 778.71	\$ 4,061.48	\$ 21,791.59
Apr	No Remittance	\$ 11,195.92	\$ 4,617.44	\$ 809.43	\$ 235.00	No Remittance	\$ 4,458.10	\$ 21,315.89
May	\$ 1,838.32	\$ 11,476.24	\$ 3,794.86	\$ 645.07	\$ 265.07	\$ 1,029.93	\$ 3,112.44	\$ 22,161.93
Jun	No Remittance	12,142.36	3,624.74	No Remittance	306.65	882.90	4,635.77	\$ 21,592.42
Jul	774.09	13,099.70	4,679.67	705.81	46.58	858.42	3,946.11	\$ 24,110.38
Aug	1,567.46	11,815.80	4,508.40	572.70	327.69	No Remittance	4,179.25	\$ 22,971.30
Sep	796.83	11,800.80	4,168.98	1,261.02	321.16	698.51	4,573.11	\$ 23,620.41
Total Mo. Franchise	\$ 11,447.93	\$ 137,926.84	\$ 50,207.84	\$ 9,959.37	\$ 3,009.86	\$ 8,432.63	\$ 44,761.22	\$ 242,125.28
Total Receipts	\$ 46,866.67	\$ 552,782.33	\$ 201,906.34	\$ 41,062.42	\$ 13,114.40	\$ 34,805.44	\$ 180,119.90	\$ 1,070,657.50

WATER & SEWER UTILITY AGING REPORT

ACTIVE ACCOUNTS

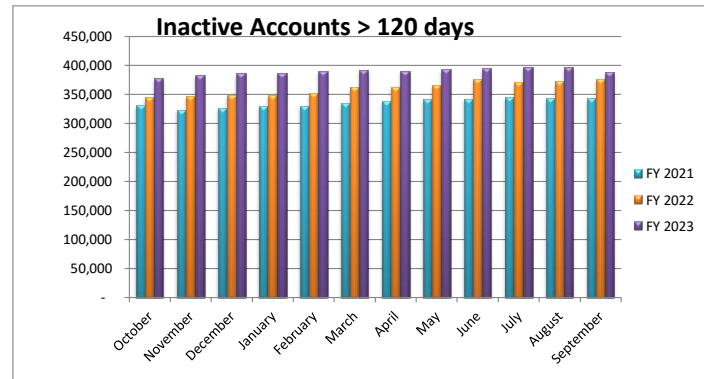
	FY 2021			FY 2022			FY 2023		
	>120 Past Due	Monthly Billings	% DELQ	>120 Past Due	Monthly Billings	% DELQ	>120 Past Due	Monthly Billings	% DELQ
October	183,822	\$ 1,019,908	18%	275,153	\$ 1,130,854	24%	184,989	\$ 1,140,696	16%
November	207,753	1,049,166	20%	276,502	1,145,557	24%	186,463	1,205,526	15%
December	227,856	1,082,042	21%	286,708	1,088,332	26%	188,661	1,186,620	16%
January	248,468	1,107,929	22%	309,337	1,166,202	27%	188,029	1,165,000	16%
February	262,649	1,063,670	25%	322,379	1,084,213	30%	185,376	1,210,890	15%
March	262,514	1,042,220	25%	281,908	1,112,053	25%	183,535	1,267,253	14%
April	273,503	1,129,480	24%	222,556	1,169,668	19%	190,502	1,262,289	15%
May	264,778	1,203,079	22%	211,091	1,178,959	18%	189,684	1,172,418	16%
June	260,736	1,105,993	24%	190,542	1,173,565	16%	184,340	1,178,310	16%
July	248,966	1,069,697	23%	201,407	1,194,888	17%	190,677	1,288,709	15%
August	246,396	1,164,114	21%	202,749	1,120,866	18%	198,874	1,252,551	16%
September	250,534	1,107,838	23%	183,816	1,129,966	16%	203,881	1,235,287	17%
Annual Avg	\$ 244,831	\$ 1,095,428	22%	\$ 247,012	\$ 1,141,260	22%	\$ 189,584	\$ 1,213,796	16%



Active Account Graph: Billing data indicates delinquency 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%	377,040		9%
November	323,648	346,914	7%	383,454		10%	383,454		10%
December	326,595	347,964	6%	385,515		10%	385,515		10%
January	330,267	349,252	5%	385,601		9%	385,601		9%
February	330,406	350,890	6%	389,237		10%	389,237		10%
March	334,793	361,917	7%	391,059		7%	391,059		7%
April	337,912	363,125	7%	390,781		7%	390,781		7%
May	341,380	365,539	7%	392,882		7%	392,882		7%
June	342,137	376,626	9%	394,781		5%	394,781		5%
July	345,332	371,165	7%	397,219		7%	397,219		7%
August	343,626	372,990	8%	396,674		6%	396,674		6%
September	343,127	375,001	8%	387,690		3%	387,690		3%
Annual Avg	\$ 335,838	\$ 360,506	7%	\$ 389,328		7%	\$ 389,328		7%



Water Fund

Monthly Utility Account Activity

MISC

	Building/ New Construction Activity				Delinquent Account Activity			New Accts	
	Water Impact Fee		Water Tap Fee		Delinquent		# of Accts	# per Month	Prior Yr.
	2022	2023	2022	2023	2022	2023			
Oct	40,482.00	46,710.00	-	-	3,695.00	2,565.00	513.00	30	31
Nov	-		-	-	3,706.50	2,540.00	508.00	35	45
Dec	38,925.00	53,717.00	-	-	3,665.00	3,125.00	625.00	40	52
Jan	-	2,282.00	-	-	2,685.00	2,795.00	559.00	33	35
Feb	7,785.00	44,375.00	1,750.00	4,671.00	1,880.00	2,630.00	526.00	40	43
Mar	3,114.00	1,557.00	2,900.00	-	5,130.00	2,760.00	552.00	60	83
Apr	12,456.00	7,785.00	-	1,650.00	2,585.00	1,965.00	393.00	35	71
May	17,127.00	1,557.00	-	-	2,405.00	2,215.00	443.00	55	68
Jun	1,557.00	4,671.00	1,450.00	1,450.00	2,250.00	2,715.00	543.00	49	37
Jul	2,282.00	-	1,450.00	-	3,095.00	2,860.00	572.00	53	49
Aug	-	10,120.00	-	12,456.00	2,685.00	2,855.00	571.00	52	71
Sept	15,570.00	196,961.00	3,385.00	1,750.00	2,870.00	2,510.00	502.00	39	36
Total	\$ 139,298	\$ 369,735	\$ 10,935	\$ 21,977	\$ 36,652	\$ 31,535	\$ 6,307	521	621

11% # of City's 4850 account became delinquent for this period

City of Dania Beach

General Fund

Unassigned Fund Balance - - Contingency

Balance 10/1/22 (Audited)

----- General Fund -----

<u>Contingency</u>	<u>Unassigned Fund Balance</u>
--------------------	------------------------------------

\$ 325,000	\$ 26,027,845
------------	---------------

(Uses) / Additions:

October	(4,500)	(861,297)
November	(7,500)	(35,177)
December	-	-
January	(3,000)	-
February	(12,793)	(29,350)
March	(12,100)	-
April	(3,309)	(139,682)
May	(66,000)	-
June	(2,134)	-
July	(5,411)	-
August	(7,040)	-
September	(53,029)	(422,023)

Sub-Total (Uses) / Additions

(176,816)	(1,487,529)
-----------	-------------

Sub-Total Available

148,184	24,540,316
---------	------------

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

\$ 148,184	\$ 11,040,316
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City of Dania Beach

#001-18-00-519-99-10

Contingency Account

Original Budget \$ 325,000

Uses:

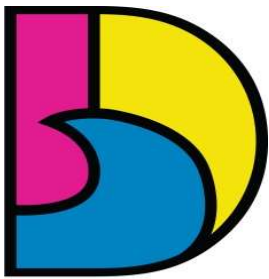
	Total		
Oct	(4,500)	Vice Mayor- Picnic	
Nov	(7,500)	\$5k Reach Prog.-Olsen Middle	
December	-	\$2.5k- Gasper Arts - Comm. Davis	
January	(3,000)	Love our Nation	
February	(12,793)	\$8,793 - Summer literacy prog	
March	(12,100)	\$4k -Presige Club-Etiquette Prog.	
		\$10k Chamber of Commerce -membership	
		\$2.1k American Legion	
April	(3,309)	DB Historic Soc. \$2k	
		Bus for Fleet Week \$1,009	
		Kemula Wright-Park Fee \$300	
May	(66,000)	Visit Lauderdale -50k	
		Sponsorship BLC Annual Gala 5k	
		Lighthouse 4 Students 9k	
		Ryan and Lewellen - Donations 2k	
June	(316)	MLK Permit fee	
	(1,318)	Summer Camp	
	(500)	Mt Zion AME Church	
July	(5,411)	DB Press -300	
		VPK -\$4,180	
		Project Ministries -\$500	
		Beverages -\$431	
August	(7,040)	Summer Camp \$3040	
		Teenage Camp \$4000	
September	(53,029)	Various Donations- TG Drive, Prestige Club	
		Mystic Fdtn, Breast Cancer, Collins Elementary	
Balance Remaining	\$ 148,184	Post 304,209, Lighthouse for Students etc.	

City of Dania Beach

General Fund

Analysis of
Fund Balance

	<u>Balance 10/1/22</u>	26,027,845	
Uses: <u>#389-90-01</u>			
October	(861,297)		C/Fwd PO's
November	(35,177)		Centurion security
December			
January			
February	(29,350)		Brightline Trains CRISI Grant
March			
April	(139,682)		BSO FF Budget increase for new FF
May			
June			
July			
August			
September	(422,023)		I.T Parker renovations
Total Uses (Sources)	<u>(1,487,529)</u>		
Estimated Balance Available 09/30/23	<u>\$ 24,540,316</u>		
<u>Other Considerations</u>			
GFOA/City Commission 25% Reserve	(12,500,000) est.		
Bridge Loans - S.E. Stormwater	(1,000,000)		
Estimate of Availability at 09/30/23	<u><u>11,040,316</u></u>		



DANIA BEACH
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CITY OF DANIA BEACH HUMAN RESOURCES DEPARTMENT

MEMORANDUM

DATE: October 16, 2023

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 over the last month:

Recruitment

- **Open/Upcoming Recruitment:**

- Senior Planner
- Lifeguard F/T
- Lifeguard On-Call (2 positions) – ongoing recruitment
- Operator A, Water Treatment Plant – ongoing recruitment

- **Interview/Offer Process**

- Receptionist
- Beach Ranger P/T (2)
- Beach Ranger F/T
- Park Ranger P/T (2)
- Recreation Program Coordinator
- Maintenance Worker I - Landscaping (2)

- **Background Process**

- Recreation Assistant P/T
- Lifeguard On-Call
- IT Systems Administrator
- Accountant
- Cemetery Assistant
- Project Manager
- Equipment Operator – BEACH Team

- **Recent Hires**

- Code Compliance Officer
- Beach Ranger
- Cemetery Foreman
- Public Information Officer

Recruitment

We have successfully hired team members for 6 of the newly budgeted positions for 10/1/23.

Despite a challenging South Florida market, we continue to seek only the best candidates who will meet our RISE standards and successfully pass our stringent background process.

Training and Development/Safety

On September 27, we hosted a Health and Safety Training – “Know Your Numbers” led by Paula Rojas, the City’s United Health Care (UHC) representative. The session focused on healthy behavior, habits, and ways to manage different risk factors associated with heart disease, cholesterol, and healthy weight. Team,

This year we had a record 91 full-time eligible team members who completed their 8 hours of safety training and will receive a Safety Day off this Fiscal Year.

On October 11, the City hosted our second Senior Management Leadership Retreat at the LeMeridien Hotel facilitated by Dr. Brian Rosenberg and our CHRO. The goal was to invest more time in strengthening our management team’s working relationship through an introspective approach, and in alignment with our RISE Principles. We focused on the concepts of the “The Four Agreements” book. The feedback from the team was outstanding, and we are looking forward to a future session in 2024.

Human Resources will be creating and facilitating a two-part 5-hour series focused on Human Resources Principles and leadership in November for the entire management team.

Human Resources met with all Departments and is in the process of developing our training calendar for 2024. We continue our commitment to team members development and we want to ensure they meet high standards and contribute to the overall success of our City.

Benefits

On September 21, we held our second Take Your Dog to Work event in partnership with the Broward County Animal Care group in Dania Beach. We plan to continue this event once a quarter, providing an opportunity for employees to bring their dogs to work, while participating with community adoption partners.

Effective October 1, all team members will receive the 7% Cost of Living Adjustment (COLA). HR has worked closely with the Finance team to ensure the accuracy of this payroll, and team members will see the increase in their October 20 paycheck.

We are preparing for our first Halloween event at City Hall on October 31. Team members have been invited to participate individually or as part of a team. We believe this is another great way to build camaraderie and celebrate the holiday with our team.

We successfully closed out open enrollment for all team members and City Retirees under 65. Our second open enrollment, which is for Medicare retirees also recently closed and changes are effective for this group on 1/1/24. We experienced a decrease again this year for overall insurance costs for employees. This is the 4th year in a row that we experienced either a decrease in cost or no increase for our team members!

We held our second annual picnic on Sunday, on October 15. Our team members had the opportunity to get together outside of work with food, fun and great prizes.

Risk Management

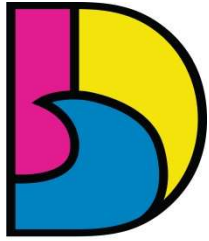
We successfully renewed our comprehensive insurance package for all Liability and Worker's Compensation plans and wrapped up the annual renewal applications for the City's flood policies.

We are preparing for our next safety committee meeting on November 29, 2023. Our Safety Committee continues to be extremely engaged and focused on team member health and safety.

Continuous Improvement Projects

Software initiatives for the new Fiscal Year to support the continuous improvement focus of our HR processes are well on the way with our IT team:

- a) Verification of Employment (VOE) – We are currently in the process of verifying employee data to with the vendor. Once the data verification process is complete, the service will be implemented.
- b) Single-Sign (SSO) on for NeoGov application
- c) Bentek enhancement for status changes for employees
- d) Bulk upload with Laserfiche for employee documents.
- e) NeoGov Attract – This is a candidate sourcing tool We are currently working with the NeoGov team to implement this module before the end the calendar year.
- f) Sterling Background Check. We are currently working with Sterling's implementation team to add an additional service. This will enhance the candidate's experience, such as using their mobile apps to create and track their progress on the Candidate Hub.



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CITY OF DANIA BEACH COMMUNICATIONS PUBLIC INFORMATION OFFICER

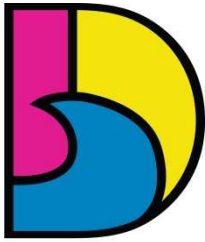
MEMORANDUM

DATE: September 2023
TO: Ana M. Garcia, ICMA-CM, City Manager
VIA: Candido Sosa-Cruz, ICMA-CM, Deputy City Manager
FROM: Nannette Rodriguez, Director of Marketing and Communications
SUBJECT: Marketing and Communications Division Report

Ongoing Communication

The City's website, social media, and TV Channel 78 are continuously updated with relevant, new, and important information. Media support is provided to all City departments and their projects. There is a continuous effort to grow engagement on social media platforms by implementing best practices. Below are the latest social media, website, and visual communications including special event activities:

- Produced and activated the Dania After Dark Oktoberfest marketing campaign.
- Promoted, produced PSA and covered the International Coastal Cleanup.
- Outlining, drafting layout, gathering content and writing for annual Pioneer newsletter publication.
- Produced and shared information on the new Fire Rescue vehicle, Patriot's Day, International Coastal Cleanup, king tides, residential parking pass, Take Dogs to Work Day, Commission meetings, Dania After Dark, fall park and recreation programs, construction traffic detours, among others.
- Analytics –
 - Facebook: Reach, 57.4K, Page visits, 3.8K, New followers, 170; Followers, 8.9K; Post engagement rate, 6%
 - Instagram: Profile impressions, 51K; Users, 31K; Reach 31K; Page visits, 1.2K; New Followers, 235; Followers, 4.9K; Post engagement rate, 6.7%
 - X: Followers, 2.6K; Post impressions, 3.5K; Post engagement rate, 2.5%
 - YouTube: Page video views, 1.5K; Subscribers, 463
 - LinkedIn: Post impressions, 796; Followers, 917; Page views, 146



DANIA BEACH
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CITY OF DANIA BEACH PARKS AND RECREATION DEPARTMENT

MEMORANDUM

DATE: October 17, 2023

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:

- CW Thomas Park – Bermello and Associates has gone through the second round of DRC review. The team is addressing all Tier 1 comments to receive Tier 1 approval in order to go for the first Public Hearing at the November 14th Commission Meeting. 60% design renderings have been submitted to staff and the Construction Manager at Risk, Burkhardt Construction. We are awaiting the 60% pricing from Burkhardt Construction.
- IT Parker – The construction contractor, Vercetti, is ready to begin construction upon execution of the agreement. Legal is currently working through comments Vercetti provided on the agreement.
- Mullikin Park – Staff met with Kimley-Horn on September 20th and are currently working on the design.
- Mildred Jones Park – The PO has been opened and the equipment ordered for the installation of a shade structure over the northern exercise equipment.
- Olsen Middle School – staff is in the early stages of starting the process to begin a design concept for the land by Olsen Middle School.
- Chester Byrd Park – staff has submitted the FRDAP grant application for funding of Chester Byrd Park.

October was an exciting month with the rebranding and kick off of the new Dania After Dark series with the Dania After Dark Oktoberfest event on Saturday, October 14th! The event was a HUGE success selling 625 tickets to the beer garden and between 4,000 – 5,000 attendees throughout the night as determined by BSO.



During the event and upon completion of the event, a survey was conducted of attendees. Thus far the department has received 95 responses.

Below is a breakdown of the survey results received so far:

- 41% of the respondents heard about the event through Facebook.
- On a scale of 1-5 (with 5 being the highest) participants rated the overall event experience 4.4
- On a scale of 1-5 (with 5 being the highest) participants rated the event entertainment 4.4
- On a scale of 1-5 (with 5 being the highest) participants rated the kids' area 4.2
- On a scale of 1-5 (with 5 being the highest) participants rated the variety of food vendors 3.6
- On a scale of 1-5 (with 5 being the highest) participants who purchased a beer garden ticket rated the beer ticket pricing 4.5
- On a scale of 1-5 (with 5 being the highest) participants who purchased a beer garden ticket rated the variety of beers offered 4.7
- On a scale of 1-5 (with 5 being the highest) participants who purchased a beer garden ticket rated the tasting cup 4.6
- On a scale of 1-5 (with 5 being the highest) participants who purchased a beer garden ticket rated the check in process 4.1

- 64% of the respondents were from Broward County.
- 70.5% of the respondents are very likely to attend the event again.
- 60% of the respondents purchased food from the event
 - Of the respondents that purchased food at the event, 19.6% spent \$0-\$10 on food, 34% spent \$11-\$20 on food and 46.4% spent \$20+ on food.

These results are critical to the continued success of future Dania After Dark Oktoberfest events and staff will use these results to improve the event next year.

Staff is looking forward to the next Dania After Dark on November 11th with the Dania After Dark Birthday Celebration!

Staff are preparing for the Breast Cancer Reception on Tuesday, October 24th from 5pm – 7pm in the City Hall Atrium followed by recognition of 16 survivors during the commission meeting. The Fall Festival will be held on Friday, October 27th from 5pm – 8pm at CW Thomas Park.

Flea Markets have returned to Frost Park. The first market was held this past Saturday, October 14th and the vendor spaces were sold out! The first annual Junior Flea Market is scheduled for Saturday, November 4th.

Ocean Rescue Report:

- Rescues – 3
- Medical – 4
- Law Enforcement Calls – 3
- Missing Persons – 0
- Wildlife or Domestic Rescues – 0

A number of NEW programs have started. CW Thomas has begun their new Tiny Tots (10 registrants), Youth Soccer Clinics (16 registrants), a youth Basketball league with games at Olsen Middle School (20 registrants) and Volleyball Clinics (6 registrants). Staff have worked hard to market and make these programs a success and the number of registrants continues to increase.

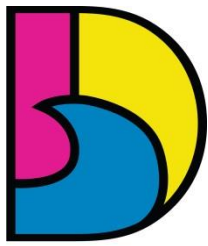
Frost Park has contracted a youth baseball program with Skyhawks Sports Academy. Program registration is currently open, and marketing has gone out.

Registration is currently open for the new 7 vs 7 Adult Flag Football League.

Ongoing programs:

- Rising Stars at CW Thomas Park, Frost Park and PJ Meli Park
- Gracefully Aging at CW Thomas Park
- Domino Club at CW Thomas Park
- YAC at CW Thomas Park
- Teen Club at CW Thomas Park
- Dolphins Football and Cheerleading at CW Thomas Park
- Tiny Tots at CW Thomas Park
- Youth Soccer Clinics at CW Thomas Park
- Youth Basketball League at CW Thomas Park
- Youth Volleyball Clinics at CW Thomas Park
- Karate at PJ Meli Aquatic Complex
- Free to Be Creative Arts Dance at PJ Meli Park

- Adult Kickball at PJ Meli Aquatic Complex
- Swim Team at PJ Meli Park
- Waterpolo at PJ Meli Park
- Senior Bingo at PJ Meli Park
- Groovin-Gourmet Cooking at PJ Meli Park
- Basketball Clinic at PJ Meli Park
- Tarpon Soccer at Frost Park
- Kreation Station at Frost Park
- H.I.T.T Program at Frost Park



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CITY OF DANIA BEACH PUBLIC SERVICES DEPARTMENT

MEMORANDUM

DATE: October 24, 2023
TO: Ana M. Garcia, ICMA-CM, City Manager
VIA: Candido Sosa-Cruz, ICMA-CM, Deputy City Manager
FROM: Fernando J. Rodriguez, Public Services Director
Dincer Akin Ozaydin, P.E., Deputy Director/City Engineer
RE: **PUBLIC SERVICES DEPARTMENT ACTIVITIES – September 26 through October 23, 2023**

Provided below is a summary of the main PSD activities for roughly the past eight to 10 weeks:

Water Treatment Plant Accelerator Cleaning and Upgrades – The accelerator is a key component of the water treatment process, as it mixes the chemicals with the raw water supply to start the treatment process primarily by settling out the contaminants before the filtration process. To date, the chemical tanks have been painted, and installations on the new valves and actuators is under way. The arrival of the new gear boxes for installing the new motor is one of the next steps. The project is roughly 30 percent complete.

SW 43rd Terrace Drainage Project – All drainage infrastructure components have been installed, and the roadway paving/road markings have been completed. The required valve relocations were completed by the County in early October. The project is substantially complete.

Pier Refurbishing Project: The project is going through its final phase involving the concrete pours in the structure's bents (undercarriage). During the third week of October work on the final undercarriage section (the access ramp) will begin and the project's expected completion time is expected in early December 2023.

Stormwater Master Plan (SWMP) – Data collection by Chen Moore and Associates is in ongoing, and includes mapping drainage basins, inventory of existing structures, and the selection use of computer models to conduct the analysis. CMA will conduct a public workshop in mid-November as part of the SWMP's outreach effort. Completion of the SWMP is a complex undertaking that considers factors such as various areas' elevations and the stormwater infrastructure's interconnectedness. The work will take approximately 13 months from the current date to complete.

Median Electrification – Griffin Road – The provision of electricity to the main corridors' medians will allow for beautiful and impactful lit decorations to be installed for the holidays. Griffin Road will be the first such median, and the work to bring electric power via underground

FJR/fjr

\continued...



PUBLIC SERVICES ACTIVITIES – September 26, 2023 through October 23, 2023

Date: October 24, 2023

conduits is nearly complete. The final steps in the permitting process are being pursued for the actual decoration placements by the Thanksgiving holidays.

City Hall Exterior Improvements – This project entails the total replacement of the surface parking lot between City Hall and the parking garage with a green area bordered by a walking path which include benches. This attractive space will also feature lit bollards along the path as well as trees. The area's design has been completed. Estimated completion is in the first quarter of 2024.

Citywide Landscape Master Plan – The design for the Griffin Road median sections east of I95 has been recently completed and will be presented to the Commission in November. This will be followed by the procurement process required to get to the construction phase. It is expected that the bidding and permitting (both County and FDOT) will be completed by early 2024 with completion of the work expected by summer 2024.

SE Drainage Improvement Project – The bids were received and evaluated in mid-October. After the contract is finalized and executed later in the month, mobilization will begin for a projected start in early January. The project completion time is estimated to be between 15 to 18 months.

GRANTS

Sargassum Reimbursement Grant - The Florida Division of Emergency Management awarded the City a grant in the amount of \$56,320 for the cost associated with the removal of sargassum from the City's beach in 2023. The PSB is preparing the funding agreement for the City Commission approval on an upcoming agenda.

Broward Boating Improvement Program - PSD submitted a Broward Boating Improvement Program (BBIP) application requesting \$250,000 toward rebuilding the boat launch ramp at Griffin Marine Park. Rebuilding the ramp is necessary because the slope of the ramp is often conducive to the slippage of boats trailers and towing vehicles downwards. This has led to property damage as vehicles have at times fallen at least partially into the water.

The Broward County Marine Advisory Committee (MAC) advised the PSD that the application does not meet the grant's "maintenance rule" requiring the City to maintain the original ramp for twenty-five years. PSD will contest the "maintenance rule" and seek a waiver from Broward County. The MAC supports this approach and will allow PSD to participate in the project presentation hearing in November.



PUBLIC SERVICES ACTIVITIES – September 26, 2023 through October 23, 2023

Date: October 24, 2023



MINUTES OF REGULAR MEETING
DANIA BEACH CITY COMMISSION
TUESDAY, OCTOBER 10, 2023 – 7:00 P.M.

1. CALL TO ORDER/ROLL CALL

Mayor Ryan called the meeting to order at 7:03 p.m.

Present:

Mayor:	A. J. Ryan IV
Vice-Mayor:	Lori Lewellen
Commissioners:	Joyce L. Davis
	Tamara James
	Marco A. Salvino, Sr.
City Manager:	Ana M. Garcia, ICMA-CM
City Attorney:	Eve Boutsis
City Clerk:	Elora Riera, MMC

2. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

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

3. PRESENTATIONS AND SPECIAL EVENT APPROVALS

3.1 Special Event Request - 17th Annual Dania Beach Vintage Motorcycle Show - *Parks and Recreation*

City Manager Garcia on behalf of the Parks and Recreation Department is requesting support of the item.

Commissioner Salvino made a motion to approve the special event request. Vice Mayor Lewellen seconded the motion which carried unanimously on voice vote.

3.2 Special Event Request - Dania at Planet RV - *Parks and Recreation*

City Manager Garcia on behalf of the Parks and Recreation Department is requesting support of the item.

Vice Mayor Lewellen made a motion to approve the special event request. Commissioner James seconded the motion which carried unanimously on voice vote.

4. PROCLAMATIONS

4.1 Cybersecurity Awareness Month - *IT Department*

Mayor Ryan read the proclamation into the record and presented the proclamation to the IT Department.

4.2 Retroactive Proclamation Approval - Mirabella Bove - 10-03-2023 - *Sponsored by Commissioner Salvino*

Commissioner Salvino introduced and spoke on the item.

Consensus was received to approve the retroactive proclamation.

5. ADMINISTRATIVE REPORTS

5.1 City Manager

City Manager Garcia advised that on October 24th the City will celebrate breast cancer survivors and requested anyone to reach out if they know of any survivors in the community that the City may honor. The City is preparing for Tallahassee and have had several meetings with the Commission and have met with State representatives in regard to key projects in the City. She reminded everyone about Dania After Dark on Saturday October 14th and the Employee Appreciation Picnic. She thanked the selection committee for our new Public Information Officer, Sussette Rodriguez. City Manager Garcia said the City is working close with BSO in regard to safety and security for our schools and places of worship. She noted the City will be hosting a peace and prayer gathering at 5:00 p.m. tomorrow at City Hall. At the first meeting in November, the City will be bringing a funding request that will encompass the entire southeast drainage project. She thanked Deputy City Manager Sosa-Cruz for his quickness and responsiveness with the vac trucks and pumps while she was at the International City Managers Conference and is grateful to have been able to represent the City.

5.2 City Attorney

City Attorney Boutsis presented sample signs and a map for a walking path between Dania Beach and Hollywood. The City shall be the architect to make sure signs are maintained and installed. The City of Hollywood has expressed interest and said their City Manager is to work with us on an interlocal agreement. She has prepared a draft agreement that has been sent to the City of Hollywood; she is seeking consensus that the City Manager has authority to sign the document.

Consensus was received by the Commission.

5.3 City Clerk - Reminders

City Clerk Riera reminded the Commission of their upcoming Regular meeting on October 24, 2023, at 7:00 p.m.

6. PUBLIC SAFETY REPORTS

Captain Tarala reported on recent arrests in the City and spoke about the traffic study on Southeast 5th Avenue. He noted that a vast majority of the drivers were within the allotted speed limit. Captain Tarala spoke about the ongoing issues in our Country and said that BSO has increased their directed patrols throughout the City at all centers that are requesting additional assistance; there will be extra patrol presence on Sunday for the event at the Holocaust Museum. He gave an update on the homeless gentleman they have been helping and advised that he was picked up today and another ex-parte motion was filed.

Fire Chief Pellecer gave an update on call volumes within the City and reviewed safety tips for Halloween. He noted that all inspections were completed for the fiscal year and Station 1 remains the busiest in Broward County.

7. CITIZENS' COMMENTS

The following spoke under public comments:

- Tony Suriani – 1341 SE 3rd Avenue
- Eli Ekstein – 215 SE 2nd Street

8. CONSENT AGENDA

Commissioner James made a motion to approve the consent agenda minus item 8.4. The motion was seconded by Vice Mayor Lewellen which carried unanimously on voice vote.

8.1 Minutes:

- September 20, 2023 - Final Budget Hearing Meeting Minutes
- September 26, 2023 - Regular City Commission Meeting Minutes

Approved under consent agenda.

- ### 8.2 Travel Requests: Request from City Manager Ana M. Garcia to Attend Legislative Meetings in Tallahassee, Florida on November 6 - 8, 2023. (Estimated cost \$1,231.20) - *City Manager*

8.3 RESOLUTION NO. 2023-____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, REQUESTING APPROVAL OF THE BROWARD COUNTY PUBLIC TRANSPORTATION AGENCY SAFETY PLAN (PTASP); AUTHORIZING THE CITY MANAGER OR DESIGNEE PERFORM ADMINISTRATIVE UPDATES AND APPROVALS

TO THE PTASP; PROVIDING FOR CONFLICTS AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

Approved under consent agenda.

8.4 RESOLUTION NO. 2023-____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, PROVIDING FOR APPROPRIATION OF FUNDS FOR FISCAL YEAR 2022-2023; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Finance)*

This item was pulled from consent since it is a public hearing item.

City Attorney Boutsis read the title of the resolution into the record.

Mayor Ryan opened the floor to public comments, there being none, public hearing was closed.

Commissioner James made a motion to approve item 8.4. The motion was seconded by Vice Mayor Lewellen which carried unanimously on voice vote.

8.5 RESOLUTION NO. 2023-____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A PURCHASE AND SALE AGREEMENT BETWEEN THE CITY OF DANIA BEACH AND RODNEY B. HARRISON FOR THE PURCHASE OF 148 NORTH FEDERAL HIGHWAY, DANIA BEACH, FLORIDA; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(City Manager)*

Approved under consent agenda.

9. **BIDS AND REQUESTS FOR PROPOSALS:**

None.

10. **QUASI-JUDICIAL HEARINGS:**

None.

11. **FIRST READING ORDINANCES**

11.1 ORDINANCE NO. 2023-____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE REQUEST MADE BY THE CITY OF DANIA BEACH TO REZONE PROPERTY LOCATED AT 100 NW 8 AVENUE, DANIA BEACH, FLORIDA, AS LEGALLY DESCRIBED IN EXHIBIT "A"; CHANGING THE CURRENT ZONING

CLASSIFICATION OF THE PROPERTY FROM NEIGHBORHOOD RESIDENTIAL (NBHD-RES) TO OPEN SPACE (OS) (APPLICATION NO. RZ-074-23), SUBJECT TO CERTAIN RESTRICTIONS; AND AMENDING THE CITY'S ZONING MAP TO REFLECT THE REZONING OF THE PARCEL, AS REFLECTED IN EXHIBIT "B"; PROVIDING FOR CODIFICATION, PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Community Development)*

City Attorney Boutsis read the title of the ordinance into the record.

Deputy Director of Community Development, Corinne Lajoie introduced the item.

Commissioner James asked what steps are remaining and why the City is just now requesting to rezone the property.

Deputy Director Lajoie responded that typically it would happen concurrently at one meeting, but Community Development was able to move faster than the consultant at this time. This will assist them in creating their site plan and simplify the process.

Mayor Ryan opened the floor to public comments, there being none, public hearing was closed.

Commissioner James made a motion to approve the ordinance on first reading. The motion was seconded by Commissioner Davis which carried unanimously on voice vote.

11.2 ORDINANCE NO. 2023-____

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 ONE MILLION SIX HUNDRED THOUSAND DOLLARS (\$1,600,000.00) FOR THE PURCHASE OF 148 NORTH FEDERAL HIGHWAY, DANIA BEACH, FLORIDA; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(City Manager)*

City Attorney Boutsis read the title of the ordinance into the record.

City Manager Garcia introduced the item.

Mayor Ryan opened the floor to public comments, there being none, public hearing was closed.

Vice Mayor Lewellen made a motion to approve the ordinance on first reading. The motion was seconded by Commissioner Davis which carried unanimously on voice vote.

12. SECOND READING ORDINANCES

None.

13. DISCUSSION AND POSSIBLE ACTION

13.1 Call to Artist Finalist - *Community Development*

Community Development Director Eleanor Norena introduced the item and provided a presentation. The City received 59 submittals and 46 met the minimum qualifications.

The Public Art Board shortlisted the applicants to five applicants and samples of their artwork was presented to the Commission.

Vice Mayor Lewellen asked if some applicants are local and Community Development Director Norena responded that some are.

Mayor Ryan asked what the Art Board was looking for and Community Development Director Norena responded that they narrowed down the applicants in phases. They used sense of space and the art itself.

Commissioner Davis commented that there was a specific criteria that the Board followed and went through different phases and a rigorous process to ensure that they met all the criteria.

Commissioner James made a motion to approve the ordinance on first reading. The motion was seconded by Vice Mayor Lewellen which carried unanimously on voice vote.

Community Development Director Norena commented that proposals by the applicants will be due November 6th, and this will come back to the Commission in November.

13.2 Feeding South Florida - *Sponsored by Commissioner James*

Commissioner James introduced the item.

Commissioner Davis would be interested but wants to ensure that the City has the staff to accommodate for this.

Commissioner Salvino asked if there was sponsorship information and Commissioner James responded that they may and asked Maxine to see if they have the information to provide to the Commission.

There was consensus that this funding would come from the Commission contingency.

City Manager Garcia suggested that the City look into partnering with a local Dania Beach place of worship; she is hesitant to commit to a monthly event at the parks due to construction at C.W. Thomas and I.T. Parker.

Mayor Ryan said he would like the City to look into the options it has and what other cities are doing.

Vice Mayor Lewellen mentioned that Feeding South Florida is looking for a larger space; there may be other ways to partner with them other than a monetary donation.

There was Commission consensus to look at options as a city for the best solution.

14. APPOINTMENTS

None.

15. COMMISSION COMMENTS

15.1 Commissioner Davis

Commissioner Davis spoke about the events she attended to include Rebuilding Together, the superintendent's town hall at Atlantic Technical College, a breakfast for legislative policies and the Broward County General Membership Meeting. She was nominated to the Executive Board of the Broward League of Cities and thanked the nomination committee for having trust in her. She thanked staff for their partnership with the City of Hollywood for beach markers and encouraged everyone to come out for Read for the Record Event on October 26th.

15.2 Commissioner James

Commissioner James requested names of breast cancer survivors so that they may be honored at our breast cancer event. She said she was contacted by someone in the community about a home that was painted with art and questioned if that was against code. Director of Community Development Norena provided information on the Code. She spoke about attending Coffee with a Cop and the Planet RV ribbon cutting. She inquired if the Commission would be interested in being a part of the Liberia100th celebration. She received an email that she will circulate. The event is on November 4th, a table costs \$500.00 and they would like the City to put a float in the parade. The cost of the float is roughly \$1800.00 - \$2500.00. She would like authorization to use her contingency funds for the table and cost of the float. Commission consensus was received.

Commissioner Davis commented that she would be interested in contributing if she could provide her with information as to how much a table would cost.

15.3 Commissioner Salvino

Commissioner Salvino spoke about the Make-A-Wish Foundation event and the Prestige Club Casino Night. He reminded staff about the City Employee Appreciation Picnic and reminded everyone to come out for Dania After Dark.

15.4 Vice-Mayor Lewellen

Vice Mayor Lewellen said she has been speaking with people at all levels of government about our homeless situation in the City and thanked those who have helped, she is looking forward to the City Employee Appreciation Picnic and Dania After Dark.

15.5 Mayor Ryan

Mayor Ryan reminded everyone about Dania After Dark on Saturday and spoke about the Whiskey Creek project. He said the City had to hire an engineering firm to survey the waterway. The City must conduct a survey before the City can begin the process to remove the derelict boats from the waterway. The cost of the survey was \$12,000.00 and the cost was not previously budgeted for. He is requesting for the funds to come from the Commission contingency.

City Attorney Boutsis explained there is a State law and County provision that allows the City to go to the County once the waterways have been surveyed and request to remove derelict boats and have the area be designated as a boat restriction area. The City must have the survey complete before going to the County.

Commissioner James questioned if any of the City departments have money in their budget for this project.

Vice-Mayor Lewellen asked if the Commission can revisit this at a later time.

City Attorney Boutsis explained that under the State law, only a certain percentage of waterways can be designated, and Hollywood has already taken about half.

Vice Mayor Lewellen agreed to give \$2,000.00 from her contingency.

City Manager Garcia agreed to give \$2,000.00 from her contingency.

City Attorney Boutsis agreed to give \$2,000.00 from the City Attorney budget.

Commissioner Salvino agreed to give \$2,000.00 from his contingency.

There was Commission consensus to take the remaining \$4,000.00 from the commission contingency.

16. ADJOURNMENT

Mayor Ryan adjourned the meeting at 8:25 p.m.

ATTEST:

CITY OF DANIA BEACH

ELORA RIERA, MMC
CITY CLERK

ARCHIBALD J. RYAN IV
MAYOR

Approved:



Public Services

City of Dania Beach

Memorandum

DATE: 10/24/2023

TO: Mayor and Commissioners

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

VIA: Fernando J. Rodriguez, Public Services Director
Diner Akin Ozaydin, Deputy Public Service Director/City Engineer

SUBJECT: APPROVAL OF A RESOLUTION TO ENTER INTO AN AGREEMENT WITH THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR FUNDING SARGASSUM REMOVAL REIMBURSEMENT

Request:

The Public Services Department (PSD) requests approval of a resolution authorizing a funding agreement with the Florida Department of Environmental Protection (FDEP) to reimburse the City for sargassum removal from the City's beach.

Background:

To address the unprecedented amount of sargassum debris drifting onto South Florida beaches, the Florida Department of Environmental Protection (FDEP) announced a grant program to reimburse coastal cities for costs associated with removing and disposing of beach shore sargassum.

The City submitted an application for the Sargassum Reimbursement Grant to the FDEP and was awarded an amount of \$56,319.60, which equals the City's expenses for beach sargassum removal from January 1, 2023 through July 1, 2023.

Budgetary Impact

The FDEP Grant will provide funding in the amount of \$56,319.60.

Recommendation

PSD recommends the City Commission adopt a resolution authorizing the funding agreement for the receipt of \$56,319.60 for the Sargassum Reimbursement Grant.

RESOLUTION NO. 2023-_____

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 THE RECEIPT OF GRANTS FUND IN THE AMOUNT OF FIFTY-SIX THOUSAND THREE HUNDRED NINETEEN DOLLARS SIXTY CENTS (\$56,319.60), TO PROVIDE FOR FUNDING FOR SARGASSUM REMOVAL; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, to address the unprecedented amount of sargassum debris arriving on South Florida beaches. The Florida Department of Environmental Protection (FDEP) announced a grant program to reimburse coastal cities for costs associated with the removal and disposal of this undesired vegetation drifting onto public beaches; and

WHEREAS, the City of Dania Beach submitted an application for the Sargassum Reimbursement Grant in the amount of \$56,319.60 for costs associated with the removal of sargassum from the City's beach between January 1, 2023, through July 1, 2023; and

WHEREAS, the FDEP awarded the City of Dania Beach Fifty-Six Thousand Three Hundred Nineteen Dollars and Sixty Cents (\$56,319.60) to reimburse the City for the associated cost of removing sargassum from the City's beach; and

WHEREAS, the City Administration supports the removal of sargassum from the City's beach and desires to receive funding from FDEP as described in the State-Funded Grant Agreement Sargassum Grant Agreement attached as "Exhibit A", 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 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 accept and execute an Agreement on behalf of the City of Dania Beach, Florida with the Florida Department of Environmental Protection for the receipt of Fifty-Six Thousand Three Hundred Nineteen Dollars and Sixty Cents (\$56,319.60), as reimbursement for costs associated with removal of sargassum from the City's beach from January 1, 2023, through July 1, 2023.

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 and to execute extensions that do not alter costs or scope of the agreement.

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 effective 10 days after passage.

PASSED AND ADOPTED on _____, 2023.

Motion by _____, second by _____.

FINAL VOTE ON ADOPTION:

Commissioner Joyce L. Davis _____

Commissioner Tamara James _____

Commissioner Marco Salvino _____

Vice Mayor Lori Lewellen _____

Mayor Archibald J. Ryan IV _____

ATTEST:

ELORA RIERA, MMC
CITY CLERK

ARCHIBALD J. RYAN IV
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

**STATE-FUNDED GRANT AGREEMENT
SARGASSUM GRANT**

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 "Recipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

- A. The Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein; and
- B. The Division has received these grant funds from the State of Florida, and has the authority to subgrant these funds to the Recipient upon the terms and conditions below; and
- C. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Recipient agree to the following:

(1) LAWS, RULES, REGULATION, AND POLICIES

- a. 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 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 Recipient fails to perform the minimum level of service required by the agreement.
 - iv. A provision specifying that the 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 Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.
- b. In addition to the foregoing, the 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.

(2) 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 Recipient. As part of his/her duties, the Grant Manager for the Division shall:

- i. Monitor and document Recipient performance; and,
- ii. Review and document all deliverables for which the Recipient requests payment.

b. The Division's Grant Manager for this Agreement is:

Emily Benton

2555 Shumard Oak Boulevard

Tallahassee, FL 32399-2100

Telephone: 850-755-1567

Email: Emily.Benton@em.myflorida.com

c. The name and address of the representative of the Recipient responsible for the administration of this Agreement is:

Name: Colin Donnelly

Address: 100 W Dania Beach Blvd

City, State, Zip: Dania Beach, FL, 33004

Telephone: 954-924-6808

Email: cdonnelly@daniabeachfl.org

d. 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.

(3) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(4) EXECUTION

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

(5) 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.

(6) SCOPE OF WORK

The Recipient shall perform the work in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

(7) PERIOD OF AGREEMENT

This Agreement **shall begin October 1, 2023 and shall end on June 30, 2024**, unless terminated earlier in accordance with the provisions of Paragraph (16) TERMINATION. In accordance with section 215.971(1)(d), Florida Statutes, the Recipient may expend funds authorized by this Agreement “only for allowable costs resulting from obligations incurred during” the period of agreement.

(8) 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 pay the Recipient only for the successful completion of each deliverable. The maximum payment amount for each deliverable is outlined the Budget and Scope of Work in Attachment A of this Agreement. The maximum payment amount for the entirety of this Agreement is \$56,319.60
- d. The Division will review any request for payment by comparing the documentation provided by the Recipient against a performance measure, outlined in Attachment A, which 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.
- e. 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 period of agreement and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Recipient.
- f. For the purposes of this Agreement, 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.

g. 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.

(9) RECORDS

a. As a condition of receiving state financial assistance, and as required by sections 20.055(6)(c) and 215.97(5)(b), Florida Statutes, the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the 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 Recipient's personnel for the purpose of interview and discussion related to such documents. For the purposes of this section, the term "Recipient" includes employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement.

b. The Recipient shall maintain all records related to this Agreement for the period of time specified in the appropriate retention schedule published by the Florida Department of State. Information regarding retention schedules can be obtained at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>.

c. Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three (3) basic requirements: (1) all meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and, (3) minutes of the meetings must be taken and promptly recorded. 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 Recipient based upon the funds provided under this Agreement, the meetings of the 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.

d. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by 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.

e. The Recipient shall maintain all records for the 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 in Attachment A and all other applicable laws and regulations.

If the subcontractor has any questions regarding the application of Chapter 119, Florida Statutes, to the subcontractor's duty to provide public records relating to this contract, contact the Custodian of Public Records at:

(850) 815-4156

Records@em.myflorida.com

2555 Shumard Oak Boulevard, Tallahassee, FL 32399

(10) AUDITS

a. In accounting for the receipt and expenditure of funds under this Agreement, the Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.49, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

b. When conducting an audit of the Recipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.50, 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."

c. 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 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 Recipient of such non-compliance.

d. The 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 audits must be received by the Division no later than nine (9) months from the end of the Recipient’s fiscal year.

e. The Recipient shall send copies of reporting packages required under this Paragraph directly to each of the following:

i. The Division of Emergency Management
DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

ii. The Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

(11) REPORTS

a. The Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Recipient and all Sub-Recipients and subcontractors in completing the work described in the Budget and Scope of Work, in addition to any other information requested by the Division.

b. Quarterly reports are due to the Division no later than thirty (30) days after the end of each quarter of the program year and shall be sent each quarter until submission of the close-out report. The ending dates for each quarter of the program year are September 30, December 31, March 31, and June 30.

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 occurs first.

d. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (15) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

e. The Recipient shall provide additional program updates or information that may be required by the Division.

f. The Recipient shall provide additional reports and information identified in Attachment G.

(12) MONITORING

a. The 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 Budget and Scope of Work is 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 the Budget and Scope of Work in Attachment A to this Agreement, and reported in the quarterly report.

b. In addition to reviews of audits conducted in accordance with Paragraph (10) AUDITS above, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, or other procedures. The 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 Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by the Division 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 Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Recipient throughout the period of agreement to ensure timely completion of all tasks.

(13) LIABILITY

a. Unless Recipient is a state agency or subdivision, as defined in section 768.28, Florida Statutes, the Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement, and shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performed under this Agreement. For purposes of this Agreement, Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

b. Any Recipient which is a state agency or subdivision, as defined in section 768.28, 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 party 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 this agreement.

(14) 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, if the Division elects, terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (15) REMEDIES. 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:

a. If any warranty or representation made by the Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the 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. If material adverse changes occur in the financial condition of the Recipient at any time during the period of agreement, and the Recipient fails to cure this adverse change within thirty (30) days from the date written notice is sent by the Division.

c. If any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete, or insufficient information.

d. If the Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(15) REMEDIES

If an Event of Default occurs, unless the event is covered by financial consequences listed in the Budget and Scope of Work, the Division shall provide the Recipient a thirty (30) day written notice within which the Recipient may cure the default. However, upon the Recipient's failure to cure the default within the thirty (30) day notice period, the Division shall exercise any one or more of the following remedies, either concurrently or consecutively:

a. Terminate this Agreement, provided that the 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 (2) CONTACT 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 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 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 Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or

iv. require the 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 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 Recipient.

(16) 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 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 Recipient with thirty (30) days 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 this Agreement.
- d. In the event this Agreement is terminated, the Recipient will not incur new obligations for the terminated portion of this Agreement after the Recipient has received the notification of termination. The Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Recipient shall not be relieved of liability to the Division because of any breach of this Agreement by the Recipient. The Division may, to the extent authorized by law, withhold payments to the Recipient for the purpose of set-off until the exact amount of damages due the Division from the Recipient is determined.

(17) SUBCONTRACTS

If the Recipient subcontracts any of the work required under this Agreement, a copy of the unsigned subcontract must be forwarded to the Division for review and approval before it is executed by the Recipient. The 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 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. The Recipient shall document in the quarterly report the subcontractor's progress in performing its work under this Agreement.

For each subcontract, the 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.

(18) 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:

Exhibit 1 - Funding Sources

Exhibit 2 – Florida Single Audit Act

Attachment A – Budget and Scope of Work

Attachment B – Program Statutes and Regulations

Attachment C – Statement of Assurances

Attachment D – Justification of Advance Payment

Attachment E – Warranties and Representations

Attachment F – Certification Regarding Debarment

Attachment G – Sargassum Clean-up Report Cover Sheet /Closeout Report

(19) PAYMENTS

a. Any advance payment under this Agreement is subject to 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 D. Attachment D 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 fixed-fee basis as needed.

b. Invoices shall be submitted in accordance with Attachment A and shall include the supporting documentation for 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 Recipient's quarterly reporting as referenced in Paragraph (11) REPORTS 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 Paragraph (8) of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Recipient shall submit its closeout report within thirty (30) days of receiving notice from the Division.

(20) REPAYMENTS

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

In accordance with section 215.34(2), Florida Statutes if a check or other draft is returned to the Division for collection, 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.

(21) 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 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 said information, representations, and materials is 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 Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the 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. This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

e. The 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.

f. 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.

g. Any Recipient which is not a local government or state agency, and which receives funds under this Agreement from the state government, certifies, to the best of its knowledge and belief, that it and its principals:

i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;

ii. Have not, within a five-year period preceding this Agreement been convicted of or had a civil judgment rendered against it 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 (21)(g)(ii) of this certification; and

iv. Have not within a five (5) year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.

If the Recipient is unable to certify to any of the statements in this certification, then the Recipient shall attach an explanation to this Agreement.

In addition, the Recipient shall send to the Division (by email or by facsimile transmission) the completed "Certification Regarding Debarment" (Attachment F) for each intended subcontractor that Recipient plans to fund under this Agreement. The form must be received by the Division before the Recipient enters into a contract with any subcontractor.

h. 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 chapter 216, Florida Statutes, or the Florida Constitution.

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

j. Any bills for travel expenses shall be submitted in accordance with section 112.061, Florida Statutes.

k. The Division reserves the right to unilaterally cancel this Agreement if the 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 Recipient created or received under this Agreement.

l. If the 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.

m. 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 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.

n. The Recipient is subject to Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) with respect to the meetings of the Recipient's governing board or the meetings of any

subcommittee making recommendations to the governing board. All of 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.

o. All expenditures of state financial assistance shall be in compliance with the laws, rules, and regulations applicable to expenditures of State funds, including but not limited to, the Reference Guide for State Expenditures.

p. This Agreement may be charged only with allowable costs resulting from obligations incurred during the period of agreement.

q. Any balances of unobligated cash that have been advanced or paid that are not authorized to be retained for direct program costs in a subsequent period must be refunded to the State.

r. 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 five 5 years from the date of purchase or the completion of the improvements or as further required by law.

s. 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.

(22) LOBBYING PROHIBITION

a. 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.”

b. 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.

(23) 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. ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE RECIPIENT TO THE STATE OF FLORIDA.

a. If the Recipient has a pre-existing patent or copyright, the Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless this 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 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 Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Recipient to the State of Florida.

c. Within thirty (30) days of execution of this Agreement, the Recipient shall disclose all intellectual properties relating to the performance of this Agreement that he or she knows or should know could give rise to a patent or copyright. The Recipient shall retain all rights and entitlements to any pre-existing intellectual property that is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (b), have the right to all patents and copyrights that accrue during performance of this Agreement.

d. If the 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 Recipient shall become the sole property of the 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 Recipient, under this Agreement, for Florida government purposes.

(24) LEGAL AUTHORIZATION.

The 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 Recipient also certifies that the undersigned person has the authority to legally execute and bind Recipient to the terms of this Agreement.

(25) ASSURANCES.

The Recipient shall comply with any Statement of Assurances incorporated as Attachment C.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

RECIPIENT: CITY OF DANIA BEACH

Signature: _____

Name and title: _____

Date: _____

Include a copy of the Delegation of Authority for the signatory, if applicable.

STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

Signature: _____

Name and Title: Kevin Guthrie, Director of the Division of Emergency Management, or Ian Guidicelli as
Authorized Designee

Date: _____

Exhibit – 1

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

State Project -

State awarding agency: **Florida Division of Emergency Management**

Catalog of State Financial Assistance title: **Sargassum Clean Up Program**

Catalog of State Financial Assistance number: **31.083**

\$

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

1. Florida Single Audit Act, section 215.97, Florida Statutes

Exhibit – 2
Florida Single Audit Act

Audit Compliance Certification	
Email a copy of this form at the time of agreement submission to the Division at: DEMSingle_Audit@em.myflorida.com .	
Recipient:	
FEIN:	Sub- Recipient's Fiscal Year:
Contact Name:	Contact's Phone:
Contact's Email:	
1. Did the Recipient expend the State Financial Assistance, during its fiscal year, that it received under any agreement (e.g., contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between the Recipient and the Florida Division of Emergency Management (Division)? ☐Yes ☐No If the above answer is yes, answer the following before proceeding to item 2. Did Recipient exceed \$750,000 or more of State financial assistance (from DIVISION and all other sources of State financial assistance combined) during its fiscal year? ☐Yes ☐No If yes, Recipient certifies that it will timely comply with all applicable State single or project specific audit requirements of section 215.97(2)(i), Florida Statutes, and the applicable rules of the Department of Financial Services and the Auditor General.	
2. Did Recipient expend Federal awards during it fiscal year that it received under any agreement (e.g. contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Recipient and Division? ☐Yes ☐No If the above answer is yes, answer the following before proceeding to item 2. Did Recipient exceed \$750,000 or more of federal awards (from Division and all other sources of federal awards combined) during its fiscal year? ☐Yes ☐No If yes, Recipient certifies that it will timely comply with all applicable single or program – specific audit requirements of title 2 C.F.R. part 200, subpart F, as adopted and supplement by DHS at 2 C.F.R. part 200.	
By signing below, I certify, on behalf of Recipient, that the above representations for items 1 and 2 are correct.	
Signature of Authorized Representative	Date
Printed Name of Authorized Representative	Title of Authorized Representative

Attachment A
Budget and Scope of Work

Budget

For the described tasks and deliverables, compensation shall not exceed the total maximum amount of:

Category	Budgeted Amount
1: Sargassum Clean-up	\$56,319.60
TOTAL	\$56,319.60

This is a reimbursement grant agreement to accomplish the scope identified in the laws, statutes, regulations, and this Agreement. It is not subject to adjustment due to the actual cost experience of the Recipient in the performance of the deliverables and requirements listed in the agreement. Prior to payment, tasks, deliverables, and reimbursement requests are subject to review and acceptance by Florida Division of Emergency Management.

Purpose

At the direction of the Florida Legislature, the Florida Division of Emergency Management (FDEM or Division) will be provided \$5,000,000 in non-reoccurring general revenue funding in response to the Sargassum emergency emerging in South Florida. The Division will allow reimbursement to counties, cities, that result or have resulted in sargassum removal. Additionally, funding will be to reimburse Florida Atlantic University (FAU) in Monroe County to finalize their study of Sargassum, which may lead to the creation of single-use plastic. If completed, this would help solve future Sargassum issues, turning Sargassum into usable products.

Scope

The Recipient will submit an application and request an award amount. An amount approved by the Division will be extended to the Recipient. The Recipient will use the award amount to reimburse expenditures in one category, Sargassum Clean-up. Sargassum Clean-up consists of direct and indirect costs relating to the cleanup of Sargassum by the Recipient from Florida beaches within the recipients immediate area of operations or jurisdiction. These costs could include salaries, equipment costs, procured items, etc. The award amount may only be spent on past expenses listed in the Recipients application, beginning on January 1, 2023, for which a specific amount was awarded. The award may not be spent on continuous cleanup throughout the period of performance.

Requirements

The Division will use Salesforce as its Grant's Management platform for this grant. All Deliverables, reports, and financial activities (reimbursement requests) must be submitted to Salesforce via the Division's established protocols. These protocols will be sent to the Recipient as a Salesforce External User Guide, and additional Salesforce training may be provided to the Recipient by the Division.

Deliverables

Deliverable Due-Date Schedule

Deliverables	Due Date
1: Sargassum Clean-up Report	Prior to June 30, 2024

2: Closeout Report	August 29, 2024, or 60 days after submission of final Sargassum Clean-Up Report
--------------------	---

The Sargassum Clean-up Report is due prior to June 30, 2024. The Closeout Report is due August 29, 2024, or sixty (60) days after completion of the activities contained in this Agreement, whichever occurs first. August 29, 2024 is the last day requests for reimbursement in DEMES (Salesforce) will be accepted.

The Sargassum Clean-up Reports are the initial basis for a reimbursement claim under this grant agreement. Reports must be based on the Deliverable Due-Date Schedule; however multiple Reports may be submitted throughout the grant year if the Recipient wishes to make additional requests for reimbursement. At a minimum, a Sargassum Clean-up Report must contain a complete Attachment G - Sargassum Clean-up Report Cover Sheet /Closeout Report. If the Recipient wishes to claim reimbursement for expenses, the Recipient's Report must also include:

1. A completed application submitted to the Grant Manager.
2. Receipts of each claimed with the task with the activity # clearly written in the corner

The Sargassum Clean-up Reports should also include any other supporting documentation to help verify the veracity and appropriateness of a purchase. All supporting documentation must have the activity # written in the corner for tracking and verification purposes.

The Sargassum Clean-up Report should be in order, with receipts and supporting documentation for each activity grouped together.

To correctly the application, the Recipient must assign each reimbursement line item an activity #, starting at 1 and ascending (2, 3, 4, etc.). This is for tracking and verification purposes. This activity # will be unique for the purchase and must be written on the corner of the purchase receipt and supporting documentation. After assigning an activity #, the Recipient will need to fill-out the relevant information for the activity #. Activity Description/Justification must tie the activity to relevant Sargassum Clean-up activities.

Salesforce

Deliverables shall be submitted on the Division's Salesforce platform in the Deliverable object. The Recipient's Sargassum Clean-up Report and Closeout Report shall be compiled by the Recipient into a single document wherever possible when submitting for deliverable approval. The deliverable shall include all required forms and supporting documents sufficient to verify the accuracy of deliverable completion.

Following review and approval of the deliverable by the Division's assigned Grant Manager, the Recipient shall submit a reimbursement request on the Division's Salesforce Platform on the Financial Activity object. In the Financial Activity, the Recipient shall attach their approved deliverable in the "Deliverable" field, and upload the full Quarterly Report deliverable submission.

Financial Consequences

Failure to successfully complete each of the required tasks, as demonstrated by the failure to satisfy the applicable deliverables, shall result in the following penalty:

- Reduction of the maximum payable amount based on the applicable percentage of each task not successfully completed.

Failure to submit deliverables by the due date shall result in the following penalty:

- Reduction of the deliverable payment amount to the Recipient by 5% if the deliverable is not submitted by the due date, and a reduction of 5% for each further thirty (30) calendar day period in which the deliverable is not submitted.

If, because of circumstances beyond the Recipient's control, the Recipient is unable to successfully perform a task required by this Agreement, then the Recipient shall notify the Division in writing immediately to request a due date extension. If the Division agrees that the inability to perform was directly due to circumstances beyond the control of the Recipient, then the Division will consider waiving the imposition of a financial consequence.

Attachment B

Program Statutes and Regulations

1. Florida Single Audit Act, section 215.97, Florida Statutes

Attachment C
Statement of Assurances

The Recipient hereby assures and certifies compliance with all Federal Statutes, and State of Florida laws, regulations, policies, guidelines and requirements, and Uniform Administrative Requirements for Grants and Cooperative Agreements 28 CFR, Part 66, Common Rule that govern the application, acceptance and use of State funds for this State-funded Agreement. The Applicant assures and certifies that:

1. It will comply with provisions of Federal law which limit certain political activities of employees of a State or local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants. (5 USC 1501, et. seq.)
2. It will comply with the minimum wage and maximum hour's provisions of the Federal Fair Labor Standards Act.
3. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
4. It will give the sponsoring agency or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.
5. It will ensure that the facilities under its ownership, lease, or supervision which shall be utilized in the accomplishment of the deliverables are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Division of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
6. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a Recipient of funds, the Recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.
7. It will provide an Equal Employment Opportunity Program if required to maintain one, where the application is for \$500,000 or more.
8. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS) As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for Grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620.

Attachment D

JUSTIFICATION OF ADVANCE PAYMENT

SUB-RECIPIENT:

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.

ESTIMATED EXPENSES

BUDGET COST CATEGORY (List Applicable Cost Category)	2020-2021 Anticipated Budget Category Expenditures for Advance Payment Request
TOTAL ANTICIPATED EXPENSES:	\$0.00

BUDGET CATEGORY & COST JUSTIFICATION: (For each budget category and cost, 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 Agreement Performance Period. Support documentation should include anticipated training, POIs, planning project expenses, and administrative costs (as applicable) to provide the Division with reasonable and necessary justification for the advance request. Any advance funds not expended within the first ninety (90) days of the Agreement's execution shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days after the ninety (90) day timeframe expires, along with any interest earned on the advance.

Attachment E
Warranties and Representations

Financial Management

Recipient's financial management system must include the following:

- (1) Accurate, current, and complete disclosure of the financial results of this project or program.
- (2) Records that identify the source and use of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.
- (3) Effective control over and accountability for all funds, property and other assets. Recipient shall safeguard all assets and assure that they are used solely for authorized purposes.
- (4) Comparison of expenditures with budget amounts for each Request for Payment. Whenever appropriate, financial information should be related to performance and unit cost data.
- (5) Written procedures to determine whether costs are allowable and reasonable under the provisions of the applicable OMB cost principles and the Terms and Conditions of this Agreement.
- (6) Cost accounting records that are supported by backup documentation.

Competition

All procurement transactions shall be done in a manner to provide open and free competition. The Recipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure excellent contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids and/or requests for proposals shall be excluded from competing for such procurements. Awards shall be made to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to the Recipient, considering the price, quality and other factors. Solicitations shall clearly set forth all requirements that the bidder or offeror must fulfill for the bid or offer to be evaluated by the Recipient. Any and all bids or offers may be rejected when it is in the Recipient's interest to do so.

Codes of Conduct

The Recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by public grant funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the Recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. The standards of conduct shall provide for disciplinary actions to be applied for violations of the standards by officers, employees, or agents of the Recipient.

Business Hours

The Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site.

Licensing and Permitting

All subcontractors or employees hired by the Recipient shall have all current licenses and permits required for all work for which they are hired by the Recipient.

Attachment F

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion

Subcontractor Covered Transactions

- (1) The prospective Subcontractor, _____, of the Recipient certifies, by submission of this document, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the Recipient's Subcontractor is unable to certify to the above statement, the prospective Subcontractor shall attach an explanation to this Form.

SUBCONTRACTOR:

Recipient's Signature

Recipient's Printed Name

Name and Title

FDEM Agreement Number

Street Address

Project Number (if applicable)

City, State, Zip

Date

Sargassum Clean-up Report Cover Sheet/Closeout Report

Recipient:

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Agreement Closeout



Public Services

City of Dania Beach

Memorandum

DATE: 10/24/2023

TO: Mayor and Commissioners

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

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

SUBJECT: WAIVE COMPETITIVE BIDDING REQUIREMENT FOR EMERGENCY
CITYWIDE PUMPING SERVICES

Request:

The Public Services Department (PSD) is requesting the retroactive approval to waive the competitive bidding requirement for citywide emergency pumping services with Kailas Corp in the amount of \$75,336.

Background:

On Sunday, October 1st, 2023, a significant rainfall event led to unexpected and severe flooding in various parts of the city. PSD reached out to Kailas Corp. to augment its equipment and staff capacity to address the situation. Kailas Corp. provided two vac-con trucks and two pumps to assist the Department with removing standing rainwater. This emergency service required that the competitive bidding procurement requirement for expenditures over \$50,000 be omitted.

While this was an emergency situation that required immediate action, the City is being proactive to prepare for the increasing frequency and severity of major future rain events. To this end, the City is currently in the process of awarding ITB BID No. 2023-007 "Storm Sewer and Sewer Main Cleaning and Repair Services" to Kailas Corp. and Hinterland Group. In addition to having vac truck and pumping services available for emergencies, these contractors will assist PSD with ongoing, routine maintenance of its infrastructure as needed.

Budgetary Impact

Funding for emergency services by Kailas Corp. in the amount of \$75,336 will be appropriated from the Stormwater Contractual Services General Account No. 403-38-01-538-34-10.

Recommendation

PSD recommends the retroactive approval to waive the competitive bidding requirement for storm-related emergency pumping services with Kailas Corp. in the amount of \$75,336.00.

RESOLUTION NO. 2023-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, RETROACTIVELY APPROVING THE WAIVER OF THE COMPETITIVE BIDDING REQUIREMENT FOR CITYWIDE EMERGENCY PUMPING SERVICES WITH KAILAS CORP. IN AN AMOUNT OF SEVENTY-FIVE THOUSAND THREE HUNDRED THIRTY-SIX DOLLARS (\$75,336.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the Dania Beach Code of Ordinances, Chapter 2, Article 1, Section 2-10, “Monetary thresholds for certain purchases and payment disbursement authorizations”, Subsection (a), sets the monetary threshold at \$50,000.00 for a vendor each fiscal year; and

WHEREAS, the City experienced an unforeseen heavy rainstorm on October 1st, 2023 which caused flooding citywide; and

WHEREAS, Kailas Corp. was contacted for additional vac-con trucks and pumps to assist with pumping out rainwater from flooded streets; and

WHEREAS, having received these services, the Public Services Department is requesting City Commission approval to retroactively waive the competitive bidding requirement for citywide pumping services and to approve such services with Kailas Corp. in the amount of \$75,336.00; and

WHEREAS, to assure the expeditious provision of these services in the future and avoid the waiver of competitive bidding, PSD is currently in the process of awarding ITB BID No. 2023-007- “Storm Sewer and Sewer Main Cleaning and Repair Services” for future cleaning and repair 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 waiver of competitive quotes for emergency pumping services provided by Kailas Corp. in an amount \$75,336.00, which exceeds the City annual threshold purchasing policy in the amount of Fifty Thousand Dollars (\$50,000.00) for a single vendor.

Section 3. That funds will be appropriated from the Stormwater Contractual Account No. 403-38-01-538-34-10.

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

Section 5. That this Resolution shall be effective 10 days after passage.

PASSED AND ADOPTED on _____, 2023.

Motion by _____, second by _____.

FINAL VOTE ON ADOPTION:

Commissioner Joyce L. Davis _____

Commissioner Tamara James _____

Commissioner Marco Salvino _____

Vice Mayor Lori Lewellen _____

Mayor Archibald J. Ryan IV _____

PASSED AND ADOPTED on _____, 2023.

ATTEST:

ELORA RIERA, MMC
CITY CLERK

ARCHIBALD J. RYAN IV
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

APPLICATION AND CERTIFICATE FOR PAYMENT

To: CITY OF DANIA BEACH
1201 Stirling Rd.
Dania Beach, FL 33004

Project:
EMERGENCY CALL
SW 40th Avenue & SW 52nd Street

Application No: 1

Application Date: 10/4/2023
Period To: 10/3/2023

From: Kailas Contractors
PO Box 552098
Davie FL 33355

12565 Orange Drive #410
Davie, FL 33330

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY

Change Orders approved in previous months by Owner		ADDITIONS	DEDUCTIONS
Number	Date Approved		
TOTAL		\$0.00	\$0.00
APPROVED THIS MONTH			
Number	Date Approved		
CO#1			
CO#2			
TOTALS		\$ -	\$ -
Net change By Change Orders		\$0.00	\$0.00

Application is made for payment, as shown below in connection with the the Contract (Continuation Sheet Attached):

1. ORIGINAL CONTRACT SUM (Per Work Order)	\$75,336.00
2. NET CHANGE BY CHANGE ORDERS	\$0.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$75,336.00
4. TOTAL COMPLETED & STORED TO DATE	\$75,336.00
5. RETAINAGE:	
a. 0% of Contract sum to Date	\$0.00
(Refer to Continuation Sheet)	
b. _____ % of Stored Material	\$0.00
Total Retainage (Line 5a + 5b)	\$0.00
6. TOTAL EARNED LESS RETAINAGE	\$75,336.00
(Line 4 less Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$0.00
(Line 6 from prior Certificate)	
8. CURRENT PAYMENT DUE	\$75,336.00
9. BALANCE TO FINISH,	\$0.00
(Line 3 less Line 6)	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the work covered by this Application for Payment has been completed in strict accordance with the contract documents, that all amounts have been paid by the Contractor for work for which previous Certificates for Payment were issued and payments received from Broward County and that current payment requested herein is now due. The Contractor further certifies that there are no known mechanic's or materialmen's liens outstanding at the date of this requisition, that all due and payable bills with respect to the work have been paid to date or are included in the amount requested in the current application.

State of: _____ County of: _____ day of _____, 2020

Subscribed and sworn to before me this

Notary Public:

My Commission expires:

Engineer

Amount Certified _____

By: _____

Date: _____

State of: Florida County of: Broward

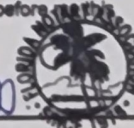
Subscribed and sworn to before me this

CLAUDIA BERNAL

day of

October, 2023

Notary Public:



Notary Public
State of Florida
Comm# HH200039
Expires 11/17/2025

My Commission expires: 11/17/2025

Contractor



JORGE PAZ - PRESIDENT

By: _____

Date: _____

10/4/23

AIA Document G702, APPLICATION FOR PAYMENT, containing Contractor's signed Certification, is attached. In tabulations below, amounts are stated to the nearest dollar. Use column I on Contracts where carryable retainage for line items may apply.

APPLICATION NO: 1
APPLICATION DATE: 10/4/2023
PERIOD TO: 10/3/2023

EMERGENCY CALL - SW 40th Avenue & SW 52nd Street

Line	Bid Item	Plan Quantity	Units	Unit Cost	Previous Quantity	Quantity this Estimate	Total Quantity	SCHEDULED VALUE	PREVIOUS AMOUNT	CURRENT AMOUNT	% COMPLETE	TOTAL COMPLETED TO DATE	BALANCE TO FINISH	RETAINAGE
1	Emergency Call Out Day or Night (2 hours response)	1.00	Call	\$5,400.00	0.00	1.00	1.00	\$ 5,400.00	\$ -	\$ 5,400.00	100.00%	\$ 5,400.00	\$ -	\$ -
2	Clear Obstruction or Blockage in Sanitary Sewer or Storm Sewer (2 Vacuum Trucks * 24 hours/each)	48.00	Hour	\$936.00	0.00	48.00	48.00	\$ 44,928.00	\$ -	\$ 44,928.00	100.00%	\$ 44,928.00	\$ -	\$ -
3	Dewatering w/ 4" Centrifugal Pump (20 ft. suction and 100 ft. discharge hose) (1 - 4" Pump + 2-2" Pumps)	32.00	Hour	\$594.00	0.00	32.00	32.00	\$ 19,008.00	\$ -	\$ 19,008.00	100.00%	\$ 19,008.00	\$ -	\$ -
4	3" Discharge Hose 100 ft. Sections	4.00	Each	\$60.00	0.00	4.00	4.00	\$ 240.00	\$ -	\$ 240.00	100.00%	\$ 240.00	\$ -	\$ -
5	4" Discharge Hose 100 ft. Sections	6.00	Each	\$60.00	0.00	6.00	6.00	\$ 360.00	\$ -	\$ 360.00	100.00%	\$ 360.00	\$ -	\$ -
6	Foreman	6.00	Hour	\$180.00	0.00	6.00	6.00	\$ 1,080.00	\$ -	\$ 1,080.00	100.00%	\$ 1,080.00	\$ -	\$ -
7	Laborer	48.00	Hour	\$90.00	0.00	48.00	48.00	\$ 4,320.00	\$ -	\$ 4,320.00	100.00%	\$ 4,320.00	\$ -	\$ -
							TOTAL	\$ 75,336.00	\$ -	\$ 75,336.00		\$ 75,336.00	\$ -	\$ -



7/10/2023

City of Dania Beach
Procurement / Purchasing Division
100 W. Dania Beach Boulevard
Dania Beach, Florida 33004

REF: ITB No. 23-007 STORM SEWER & SEWER MAIN CLEANING & REPAIR SERVICES

KAILAS CORP. is a Minority-Owned General and Underground contracting firm with 19 years of experience in South Florida, specialized in servicing the commercial, industrial, municipal, educational, and governmental sectors. And we are pleased to submit the following information:

1. Exhibit A - Bidder Qualifications
2. Exhibit B - Bid Form
3. Exhibit E - Bidder's Questionnaire with Company Profile
4. Licenses - CGC & CUC
5. Broward County CBE Certification
6. Broward County DBE Certification
7. Exhibit F - Sworn Statement on Public Entity Crimes
8. Exhibit G - Non-Collusion Affidavit
9. Exhibit H - Independence Affidavit
10. Exhibit I – References
11. Exhibit K - Bid Security
12. Exhibit L - Acknowledgement of Addenda
13. Exhibit M – Certification to Accuracy of Bid
14. Exhibit N - Drug-Free Workplace Certification
15. Sunbiz Divisions of Corporations
16. Preliminary Certificate of Insurance
17. Broward County Local Business Tax Receipt
18. Town of Davie Local Business Tax Receipt
19. Resumes

Kailas has teamed up with Top Dog to provide services to the city for the scope required by this bid, to better serve the city in case of an emergency or for regular maintenance needs. Our team brings many years of experience, counts on vast resources to accommodate the contract's needs, is ready to start delivering services as soon as the city needs them, and can provide increased levels of services at the proposed unit prices per hour.



Please refer to our list of Emergency Contacts below.

- Jorge Paz, Kailas President 954-605-6940
- Carlos Alvarez, Kailas Superintendent 305-491-1073
- Luis Rosero, Kails Safety Director 954-513-7882
- Susana Bernal, Kailas Project Director 954-632-0165
- Richard Debusk, Top Dog President 561-
- Luis Nunez Martinez, Top Dog Operations Manager 561-788-1648

Respectfully,

**Jorge Paz, President
Kailas Corp.**

12565 Orange Drive #410

Davie, Florida 33330

(954) 605-6940, (305) 722-0099

jpaz@kailascontractors.com

EXHIBIT "A"

BIDDER QUALIFICATIONS

ITB NO. 23-007

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: Kailas Corp.

Address: 12565 Orange Drive, Suite 410

City, State, Zip: Davie, Florida, 33330 Telephone/Fax: 305-722-0099

2. Specify type of entity Check One: Corporation ☒ Partnership () Individual ()
Other () _____ SPECIFY

3. If Corporation, state:
Date of Incorporation: 5/17/2004 State in which Incorporated: Florida

4. If an out-of-state Corporation or entity, must be currently authorized to do business in Florida by the Office of the Florida Secretary of State:

- | 5. Name and Title of Principal Officers | Date Elected: |
|---|------------------|
| <u>Jorge Paz, President</u> | <u>5/17/2004</u> |
| _____ | _____ |
| _____ | _____ |

6. The length of time in business: 19 years

7. The length of time (continuous) in business in Florida: 19 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. Attached

10. SIMILAR PROJECTS WITHIN THE LAST FIVE (5) YEARS

FLL Perimeter Road Pipe Cleaning
 Project Title
Perimeter Rd from Terminal Dr overpass to SW 2nd Avenue
 Address
Broward County Aviation Department (BCAD)
 Owner

954-359-6260
 Owner's Telephone Number

\$167,410.20
 Contract Value

100% 5/2023
 Percent Complete Completion Date

2021-1-069 Sheridan St Pipe Cleaning
 Project Title
Sheridan St from University Dr to SR-7
 Address
Broward County Highway & Bridge Maintenance Division
 Owner

954-357-6064
 Owner's Telephone Number

\$361,009.30
 Contract Value

100% 3/2023
 Percent Complete Completion Date

WA KLAS-001-2022 - SW 42nd St- Pipe Cleaning & Repairs
 Project Title
SW 42nd St from SW 22nd Terrace to SW 26th Terrace, and within BCAD Employee Parking
 Address
Broward County Aviation Department (BCAD)
 Owner

954-359-1086
 Owner's Telephone Number

\$108,073.96
 Contract Value

100% 7/2022
 Percent Complete Completion Date

2021-2-165 NW 23rd Ave Pipe Cleaning
 Project Title
SW 23rd Avenue from NW 19th St and W Sunrise Blvd
 Address
Broward County Highway & Bridge Maintenance Division
 Owner

954-357-6064
 Owner's Telephone Number

\$179,411.20
 Contract Value

100% 6/2022
 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.

10. SIMILAR PROJECTS WITHIN THE LAST FIVE (5) YEARS

2020-2-209 Commercial Blvd Pipe Cleaning
Project Title
W Commercaill Blvd from Sawgrass Expy
to N Nob Hill Rd

Address
Broward County Highway & Bridge
Maintenace Division

Owner

954-357-6064

Owner's Telephone Number

\$158,844.50

Contract Value

100%

Percent Complete

10/2021

Completion Date

2021-1-070 NE 56th St Pipe Cleaning
Project Title
NE 56th St from NE 6th Ave to NE
14th Ave

Address
Broward County Highway & Bridge
Maintenace Division

Owner

954-357-6064

Owner's Telephone Number

\$142,147.93

Contract Value

100%

Percent Complete

9/2021

Completion Date

Foster Road - 12" Water Main Improvements
and Roadway Reconstruction

Project Title

Foster Raoad from NW 4th Ave to NW 10th Ave

Address

City of Hallandale Beach

Owner

954-457-1397

Owner's Telephone Number

\$1,171,378.80

Contract Value

100%

Percent Complete

7/2021

Completion Date

Ravenswood Rd Recosntruction &
Drainage Improvements

Project Title

Ravenswood Road from Griffin Road to
Stirling Road

Address

Broward County Highway Construction &
Engineering Division

Owner

954-325-1529

Owner's Telephone Number

\$4,266,828.22

Contract Value

100%

Percent Complete

3/2018

Completion Date

11. Have you ever failed to complete any work awarded to you?

Yes ☒ No If yes, attach a separate sheet of explanation.

Subcontractor - Top Dog

10. SIMILAR PROJECTS WITHIN THE LAST FIVE (5) YEARS

<u>VIDEO INSPECTION OF SANITARY LINES</u> <u>Project Title</u> <u>5075 CANDLEWOOD AVE</u> <u>Address</u> <u>TOWN OF MAGNOLIA</u> <u>Owner</u> <u>R JONES 561-291-2881</u> <u>Owner's Telephone Number</u> <u>25,000</u> <u>Contract Value</u> <u>100% MARCH 2023</u> <u>Percent Complete Completion Date</u>	<u>CLEAN INSPECT AND REPAIR THE CITY'S STORM SEWER SYSTEM</u> <u>Project Title</u> <u>780 FISHERMAN ST OPALOCKA FL</u> <u>Address</u> <u>BACO ENGINEERING CONTRACTOR</u> <u>Owner</u> <u>305-953-2828 JOANNA FLORES</u> <u>Owner's Telephone Number</u> <u>\$624,416.30</u> <u>Contract Value</u> <u>60% SEP 2023</u> <u>Percent Complete Completion Date</u>
<u>Seminole Improvement Distric and City of Westlake</u> <u>Project Title</u> <u>16222 Orchard Dr, Westlake FL</u> <u>Address</u> <u>Seminole Distric</u> <u>Owner</u> <u>561-319-7108</u> <u>Owner's Telephone Number</u> <u>45,000</u> <u>Contract Value</u> <u>100% Sep ,2022</u> <u>Percent Complete Completion Date</u>	<u>Palm Beach Island Improvement</u> <u>Project Title</u> <u>N Federal Highway, Palm Beach FL</u> <u>Address</u> <u>SMC Contracting</u> <u>Owner</u> <u>561-689-8848</u> <u>Owner's Telephone Number</u> <u>85,000</u> <u>Contract Value</u> <u>100% DEC, 2021</u> <u>Percent Complete Completion Date</u>

11. Have you ever failed to complete any work awarded to you?
 Yes No ☒ If yes, attach a separate sheet of explanation.

Subcontractor - Top Dog

10. SIMILAR PROJECTS WITHIN THE LAST FIVE (5) YEARS

Vero Beach FDOT Project Title 5265 66th Avenue Job#31766 Address Johnson & Davis Owner 561-644-5877 Owner's Telephone Number \$62,0000 Contract Value 100% March 2021 Percent Complete Completion Date	FDOT E5UI86 Project Title US 1 & Barnes Rd Address UAG Construction Owner 772-258-2754 Owner's Telephone Number \$125,000 Contract Value 100% FEB 2021 Percent Complete Completion Date
FDOT E52A6 Project Title N COCOA BLVD Address UAG Construction Owner 772-258-2754 Owner's Telephone Number \$362,256 Contract Value 100% DEC 2021 Percent Complete Completion Date	HUNTERS RUN Project Title 3500 CLUBHOUSE LANE Address HUNTERS RUN Owner 561-389-5108 Owner's Telephone Number \$75,000 Contract Value 100% NOV 2020 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 23-007

**“STORM SEWER AND SEWER MAIN CLEANING AND REPAIR
SERVICES”**

Bid Form is posted on City Webpage and DemandStar



ITB 23-007: STORM SEWER AND SEWER MAIN CLEANING AND REPAIR SERVICES

EXHIBIT 'B' BID FORM

Category	Line Item	Quantity & Unit	Unit Price	Total Price
A. Sewer Cleaning and Inspection	Sewer Cleaning in 12" Pipe	150 Ft.	\$15.72	\$2,358.00
	Sewer Cleaning in 15" to 24" Pipe	150 Ft.	\$20.52	\$3,078.00
	Video recording of Storm Sewer (all sizes)	350 Ft.	\$6.30	\$2,205.00
	Clear obstruction or blockage in sanitary sewer or storm sewer	8 Hour	\$936.00	\$7,488.00
	Emergency call out day or night (2 hours response)	50 Call	\$5,400.00	\$270,000.00
B. Grouting and Leak Repair	Grouting of Leaking Joints in 6" - 12" Pipe	65 Each	\$5,820.00	\$378,300.00
	Grouting of leaking joints in 15" - 18" pipe	45 Each	\$5,940.00	\$267,300.00
	Grouting of leaking joints in 24" - 30" pipe	45 Each	\$5,940.00	\$267,300.00
	Grouting of leaking manholes 0 - 6 ft. deep	15 Each	\$4,410.00	\$66,150.00
	Grouting of leaking manholes 6 ft-1" - 12 ft. deep	10 Each	\$4,410.00	\$44,100.00

Category	Line Item	Quantity & Unit	Unit Price	Total Price
	Grouting of leaking manholes 12ft -1" and deeper	10 Each	\$4,650.00	\$46,500.00
	Grouting of leaking laterals	20 Lateral	\$2,520.00	\$50,400.00
C. Cleaning and Root or Grease Removal	Cleaning 12" - 24" storm sewer	500 Ln. Ft.	\$20.52	\$10,260.00
	Root or Grease Removal 12" - 24" sewer	250 Ln. Ft.	\$20.52	\$5,130.00
	Cleaning 30" - 42" storm sewer	400 Ln. Ft.	\$22.92	\$9,168.00
	Root or Grease Removal 30" - 42" storm sewer	25 Ln. Ft.	\$146.52	\$3,663.00
	Cleaning 48" - 60" storm sewer	400 Ln. Ft.	\$30.12	\$12,048.00
	Root or Grease Removal 48" - 60" storm sewer	25 Ln. Ft.	\$20.52	\$513.00
D. Manhole Maintenance	Cleaning storm sewer catch basin manholes 1 ft.-6 ft. deep	50 Each	\$394.50	\$19,725.00
	Cleaning storm sewer catch basin manholes 6 ft.-1" -10 ft. deep	25 Each	\$394.50	\$9,862.50
	Cleaning storm sewer catch basin manholes 10 ft-1" -16 ft. deep	10 Each	\$394.50	\$3,945.00
E. Dewatering Equipment and Services	Dewatering with 4" centrifugal pump (20 ft. suction and 100 ft. discharge hose)	72 Hour	\$594.00	\$42,768.00
	3" discharge hose 100 ft. sections	10 Each	\$60.00	\$600.00
	4" discharge hose 100 ft. sections	15 Each	\$60.00	\$900.00
	Suction Hose 100Ft Sections	10 Each	\$60.00	\$600.00
F. Point Repair Services	Point repair (8" pipe) up to 9 linear feet	15 Each	\$5,000.00	\$75,000.00

Category	Line Item	Quantity & Unit	Unit Price	Total Price
	Additional charge (8" pipe) per linear foot	15 Ln. Ft.	\$500.00	\$7,500.00
	Point repair (10" pipe) up to 9 linear feet	15 Each	\$5,000.00	\$75,000.00
	Additional charge (10" pipe) per linear foot	20 Ln. Ft.	\$500.00	\$10,000.00
	Point repair (12" pipe) up to 9 linear feet	20 Each	\$5,000.00	\$100,000.00
	Additional charge (12" pipe) per linear foot	20 Ln. Ft.	\$500.00	\$10,000.00
	Point repair (15" pipe) up to 9 linear feet	20 Each	\$5,000.00	\$100,000.00
	Additional charge (15" pipe) per linear foot	20 Ln. Ft.	\$500.00	\$10,000.00
G. Miscellaneous Services	6" vacuum assisted point pump, delivered to the job site	10 Day	\$900.00	\$9,000.00
	By-pass pumping of sewage for collapsed/blocked line with 6" pump, 20-ft. suction and minimum 500-ft. discharge hose	10 Day	\$5,400.00	\$54,000.00
	Grout 6" pipe in place for abandonment	200 Ft	\$41.10	\$8,220.00
	Grout 8" pipe in place for abandonment	200 Ft	\$43.14	\$8,628.00
	Grout 10" pipe in place for abandonment	150 Ft	\$43.14	\$6,471.00
	Grout 12" pipe in place for abandonment	150 Ft	\$46.14	\$6,921.00
	Use of 6" Sloan Pump	5 Day	\$3,000.00	\$15,000.00
	Material Disposal	30 CY	\$660.00	\$19,800.00
	Concrete Repairs	10 SY	\$200.00	\$2,000.00
	Concrete Collars	10 Each	\$1,000.00	\$10,000.00

Category	Line Item	Quantity & Unit	Unit Price	Total Price
	Asphalt Repairs	10 SY	\$200.00	\$2,000.00
	Brush Removal	15 SF	\$100.00	\$1,500.00
	Baffle Replacement	20 Each	\$2,000.00	\$40,000.00
	Sod Replacement and Grading	20 SY	\$50.00	\$1,000.00
	Security Chain Replacement	15 Ln. Ft.	\$50.00	\$750.00
	Grate Replacement	5 Each	\$1,000.00	\$5,000.00
H. Labor	Foreman	1 Hour	\$180.00	\$180.00
	Laborer	1 Hour	\$90.00	\$90.00

TOTAL \$2,102,421.50

Two Million one hundred two thousand four hundred twenty one and fifty cents

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? 19 years
2. List below (or on an attached sheet, if necessary) the names, addresses and telephone numbers of organizations, governmental, private or both located in Broward, Miami-Dade or Palm Beach Counties, for which you are now, or have within the past five (5) years, provided services similar to that called for in the Invitation to Bid.
Refer to Exhibit A and Exhibit J attached

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.
Refer to attached company profile

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?
Never

6. What equipment do you own that is available for work?
Loader, Mini Excavator, Skid Steer, Excavator, Trailers, 4 Vactor Trucks, 2 TV Trucks,
Towable pumps, support trucks
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? Never
8. How many employees (Contractors only) will be assigned to perform the services? 15
9. How many supervisors will be assigned to perform the services? 2

10. Will personnel be part of a regular crew assigned to perform the services?

Yes ☒ No ☐

11. Will you be able to provide service for emergency situations? Yes ☒ No ☐

If so, how much notice is required? 2 Hours

12. What equipment do you own that is available to complete the Project?

Loader, Mini Excavator, Skid Steer, Excavator, Trailers, 4 Vector Trucks, 2 TV Trucks,
Towable pumps, support trucks

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

KAILAS CORP. / KAILAS CONTRACTORS COMPANY PROFILE



EXECUTIVE SUMMARY

KAILAS CONTRACTORS is a General Contractor, specializing in Underground Utilities, Infrastructure, Earthworks, Civil Engineering & Construction Management. We have developed over the past 18 years into a prominent organization by continually striving to improve our performance executing high quality work, emphasizing job safety and our meticulous approach to project management. We consider client satisfaction to be one of the pillars for our company's success and repeat business is the best compliment offered by our client base. Our project portfolio includes Educational, Municipal, Industrial, Commercial, and Residential projects.

KAILAS CONTRACTORS is currently a U.S. Government Certified 8(a) Contractor, certified Minority Business Enterprise (MBE) by the State of Florida Office of Supplier Diversity and Miami Dade County, certified County Business Enterprise (CBE) by Broward County and certified as a Small Business Enterprise (SBE) by the South Florida Water Management District. In addition, KAILAS CONTRACTORS is a certified Community Small Business Enterprise (CSBE) by the Miami-Dade County Department of Small Business Development and a certified Disadvantaged Business Enterprise (DBE) by the Florida Department of Transportation (FDOT). We are committed to grow our relationship with our current and new clients by expanding our capabilities to meet the industries' growing needs. As a financially strong and highly experienced Construction Services firm, we are in the ideal position to win government/municipal contracts and our certifications will enable us to actively pursue them.

Working in the Construction industry can be a very rewarding endeavor, not only financially but from a personal and professional perspective as well. Few experiences can provide the deep sense of accomplishment and satisfaction that result from being involved in building or performing work at a structure that, when seen years later, will produce the thought: I helped build that. In addition, through the efficient and effective utilization of resources – people, materials, and equipment – coupled with a modest amount of capital, the construction industry provides opportunities for companies to perform work for sizable sums of money with the corresponding profits that can be derived. Therefore, we can honestly say that we are in the construction industry because we are passionate about it, enjoy what we do, and enjoy the rewards that comes with it.

Our business plan presents a comprehensive overview of KAILAS CONTRACTORS and includes detailed information on our background and organizational structure, as well as, the services we offer and our past service history. In addition, the plan outlines our marketing and sales strategy and provides a detailed financial data and analysis and our future goals and objectives.

COMPANY SUMMARY

KAILAS CONTRACTORS is a minority owned full-service General Contracting and Construction Management firm specializing in the commercial, industrial, municipal, educational, and governmental needs. KAILAS CONTRACTORS was established in May of 2004 and employs a staff of highly educated Professional and Staff Engineers, and technical personnel experienced in the construction industry. We offer valuable assistance for each phase of a project and ensure the successful completion of each job.

Besides our work ethic, job safety and the safe execution of work are some of our fundamental values that KAILAS CONTRACTORS. We are very proud to be able to say that we have a perfect safety record with no incidents to date. Additionally, our company has never been involved in litigations, has never not completed a job and has never had a claim filed against.

Since our founding in May 2004, we have compiled a diverse portfolio of projects that we have either led or participated in as a minority associate. We have significant experience handling Industrial, Commercial, Educational, and Residential projects.

COMPANY SERVICES

The company provides the following services:

Site Work and Grading Preparation:

- ❖ Land Clearing
- ❖ Debris Removal
- ❖ Grading and Excavation
- ❖ Sub-base and Base Preparation

Underground Utility Installation:

- ❖ Water Distribution System
- ❖ Sewer Collection System
- ❖ Drainage Collection System

Road Construction

- ❖ Clearing and Grubbing
- ❖ Earthwork
- ❖ Concrete
- ❖ Paving

SERVICE SUMMARY – NAICS Codes

We are a full-service General Contracting and Construction Management support services firm, specializing in Site work, Earthwork, Utilities, Site Concrete, Asphalt and Paving.

KAILAS CONTRACTORS currently offer the following services:

NAICS Codes:

221310	Water Supply and Irrigation Systems
221320	Sewage Treatment Facilities
236115	New Single-Family Housing Construction
236116	New Multi-Family Housing Construction
236117	New Housing Operative Builders
236220	Commercial and Institutional Building Construction
237110	Water and Sewer Line and Related Structures Construction
237210	Land Subdivision
237310	Highway, Street, and Bridge Construction
237990	Other Heavy and Civil Engineering Construction
238110	Poured Concrete Foundation and Structure Contractors
238120	Structural Steel and Precast Concrete Contractors
238910	Site Preparation Contractors
238990	All Other Specialty Trade Contractors

COMPANY LICENSES AND CERTIFICATIONS

- ❖ General Contractor from the State of Florida
- ❖ Underground Utility and Excavation Contractor from the State of Florida
- ❖ Grading Contractor – Miami Dade County
- ❖ Utility Contractor – Miami Dade County
- ❖ Paving Contractor – Miami Dade County
- ❖ CSBE – Miami Dade County
- ❖ DBE – Florida Department of Transportation
- ❖ CBE – Certification Broward County
- ❖ SBE Certification
- ❖ 8(a) Certification
- ❖ Quality Control QC Manager –Florida Department of Transportation
- ❖ Asphalt Paving Level I and Level II –Florida Department of Transportation
- ❖ Maintenance of Traffic MOT Supervisor – FDOT Advance Training
- ❖ OSHA Certificate Hazardous Material
- ❖ Erosion and Sedimentation Control Inspector DEP
- ❖ Minority Certification City of Miami
- ❖ OSHA Training and Certification
- ❖ Certified Divers

COMPANY SAFETY PLAN

KAILAS CONTRACTORS are committed to the concept of Zero Injury Construction. This is our realistic goal, utilizing the premise that accidents can be prevented. We at KAILAS CONTRACTORS are dedicated to providing a safe work environment and maintaining an accident-free workplace and Zero Injury Construction.

An important aspect of any safety program is to communicate the proper message to the employees. KAILAS CONTRACTORS accomplishes this through a series of meetings and training which involve everyone from the laborer to the president of the company and everyone is encouraged to provide feedback and ideas in regards to safety on the jobsite. A pre-construction meeting is performed for critical activities such as maintenance of traffic operations, utility installation, concrete pours, paving operations, etc. This guarantees that all parties are fully aware of how that component of the construction process will be coordinated. In these meetings safety issues are accounted for and addressed.

Pre-task plans or hazard analysis are reviewed by the foremen and his crew prior to the start of the activity. Items such as proper safety procedures, access, tools, and materials are addressed with every member of the crew. The hazards associated with the activity are reviewed and preventive measures are established. The pre-task plans serve to document training, increase safety awareness, reduce accidents, and create employee interaction.

COMPANY OWNERSHIP

KAILAS CONTRACTORS is a minority owned corporation. Its founder, Jorge Paz, is the president and sole owner of the company.

COMPANY HISTORY

Since its creation in 2004 as a Minority Business Kailas Contractors is an Engineering Construction Company specializing to serve clients that manage, maintain, and plan for infrastructure, residential, commercial, and institutional projects. We provide exceptional quality and service, without compromising cost and schedule.

With our in-house Engineers, Field Operators and Equipment, all having the drive of gaining excellence in our trade, we aim to move forward in becoming the Contractors that Clients rely on. We have made ourselves more competitive by obtaining DBE/CBE/CSBE/SBE & 8a certifications.

With that in mind, we have a high probability of obtaining projects because of our certifications and our in-house resources which allow us to complete the job at a more competitive rate as compared to our competition. For the past years we have associated ourselves with major players in the industry and working in partnership with them. Using this strategy, we have been able to open avenues to large sized construction projects. An example of this strategy is our pairing with Dragados USA, Inc for the I-595 Project valued at 1.1 billion USD. Another example is our pairing with Baker Concrete for the Marlin Stadium Project valued at 600 million USD.

Our mission is to build safely, within budget, on schedule, high quality projects. Our services emphasize safety and client satisfaction as its highest priorities. We strongly believe that a partnership between our clients, inspectors, engineers, and our team is the ideal scenario to execute a project.

Kailas has progressed steadily to become a recognized name in the Construction Industry and though relatively young in terms of years, it has compensated by having a team that brings a wealth of construction experience with them. Though Kailas as an organization has worked over 1 million Man-Hours, its team-members have a combined experience of well over 11 million Man-hours!

Kailas is a team member that brings the concept of value engineering, and always offers savings to its client by being proactive and suggesting alternative methods, materials, and scheduling. In an industry that is haunted by cost-overruns, this particular trait is welcomed by Clients, which is why they never hesitate to have us on board.

Organization Chart

It is our belief that a company is as good as its employees.

Kailas is an Equal Employment Opportunity Employer and has a diverse workforce. We have stringent criteria for Human Resource which is based on a combination of aptitude, talent, and attitude. We believe in hiring people with a proven track record of excellence and share a common philosophy that if a job is worth doing then it is worth doing it well.

Our Engineers are encouraged to pursue academic achievements with the result that we have Engineers and staff with master's degrees related to our industry.

The following are the key personnel in Kailas:

- ❖ Jorge Paz – President
- ❖ Susana Bernal – Project Director
- ❖ Luis Rosero - Construction Manager
- ❖ Carlos Alvarez - Superintendent
- ❖ Maria Victoria Paz - EEO Officer & Administrative Manager
- ❖ Angela Martinez - HR Manager

Pictorial Gallery of Projects

1) Ravenswood Road Reconstruction

As prime contractor for Broward County (Federal funds, DOT standards and supervision), we were responsible for the construction of a two-lane urban section with raised medians and traffic separators.

The work involved:

- a) 0,95 miles of two-lane roadway (including subbase, base and asphalt paving).
- b) Drainage system with more than 4,450 feet of pipe and 35 structures.
- c) Five-foot bike lanes.
- d) Concrete sidewalk.
- e) Landscaping and irrigation.
- f) Guardrail, pavement marking and signage.

The project was valued at **\$ 4,266,828.22** and was completed on schedule.



2) Hole in a donut Everglades National Park Clearing:

As prime contractor for the National Park Service, we were responsible clearing of 233 acres of invasive vegetation at Everglades National Park.

The work involved:

- a) Disposal mound preparation
- b) Haul route preparation
- c) Vegetation clearing
- d) Bulk material hauling
- e) Final scrape

The project was valued at **\$ 1,954,369.76** and was completed on schedule.



3) Miramar Regional Park

As prime contractor for City of Miramar, we were responsible for the construction of a new parking lot including its access roads.

The work involved:

- a) 15,270 SY of 12" stabilized subgrade, 8" base and 1.5" asphalt paving.
- b) 2,723 lf of pipe and 32 structures for drainage system.
- c) 52,793 SY of 12" stabilized subgrade and hydroseeding.
- d) 460 SY of sidewalk, 3,713 lf of type D curb and 1,530 lf of header curb.

The project was valued at **\$ 1,411,047.81** and was completed on schedule.



4) Expanded Lloyds Estates Residential and Industrial Drainage Improvement

Condotte Kailas JV was responsible for the construction of the Storm Water Master Pump Station and District Drainage Improvement, and Complete Neighborhood Improvement to increase drainage capacity.

The work involved:

- a) Master Pump Station
- b) Site Preparation
- c) Earthworks
- d) Drainage
- e) Water Main
- f) Grading & Compaction
- g) Concrete Installation of Pathway & Curbs
- h) Preparation of Topsoil for Landscaping

The project was valued at **\$ 8,232,420.00** and was completed on schedule



5) I-595 Greenway Construction:

As subcontractors to Dragados USA, we were responsible for the construction of the Greenway West, from 136th Avenue to University Drive.

The work involved:

- i) Clearing & Grubbing
- j) Site Preparation
- k) Earthworks
- l) Grading & Compaction
- m) Concrete Installation of Pathway & Curbs
- n) Preparation of Topsoil for Landscaping
- o) Preparation for Sound Barrier Walls

The project was valued at **\$ 1,541,921.24** and was completed on schedule.



6) Marlins Stadium:

As subcontractor to Baker Concrete, we were responsible for the construction of the Marlins Stadium.

The work involved:

- a) Preparation, Grading & Compaction of Slab on Grade
- b) Excavation & Backfilling
- c) Stadia on Grade
- d) Grading & Compaction of Ball Park

The project is valued at **\$ 337,753.36** and was completed on schedule.



7) NE 35th Avenue Improvements:

As Prime Contractor for Miami-Dade Water & Sewer Department, we were responsible for the Construction of a 24" Force-main.

The Work involved:

- a) Installation of 24" Force-main C900 Pipe
- b) Installation of 12" Force-main
- c) Tie-ins with existing Force-main
- d) Excavatable Flowable Fill Installation
- e) Earth Works
- f) Milling & Resurfacing
- g) 6500 PSI Stamped Colored Concrete Crosswalks

The project was valued at **\$ 519,980.14** and was completed on schedule.



8) SW 62nd Avenue Improvements:

As Prime Contractor for Miami Dade Public Work Department, we were responsible for the Reconstruction of SW 62nd Avenue from SW 64th Street to SW 70th Street.

The Work involved:

- a) Complete Drainage Works including Installation of Drainage Structures & 1400+ Feet of 36" French Drain
- b) 9 Feet wide Concrete Sidewalks and curbs
- c) Earthwork
- d) Base Work
- e) Asphalt Work

The project is valued at **\$ 1,298,647.50** and was completed on schedule.



9) Port of Miami Terminal B & C Improvements:

As Prime Contractor for The Port of Miami, we were responsible for the Reconstruction of the Roadway between Terminal B&C + Taxiway.

The Work involved:

- a) Excavation
- b) Lime Rock Base Adjustment
- c) Milling & Resurfacing using SP9.5

The project was valued at **\$ 189,607.25** and was completed ahead of schedule.





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

PAZ, JORGE

KAILAS CORP
12565 ORANGE DRIVE #410
DAVIE FL 33330

LICENSE NUMBER: CGC1507261

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

PAZ, JORGE

KAILAS CORP
12565 ORANGE DRIVE #410
DAVIE FL 33330

LICENSE NUMBER: CUC1223706

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at [MyFloridaLicense.com](https://myfloridalicense.com)



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OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT

Governmental Center Annex

115 S. Andrews Avenue, Room A680 • Fort Lauderdale, Florida 33301 • 954-357-6400

November 3, 2022

Mr. Jorge Paz

KAILAS CORP. dba KAILAS CONTRACTORS

12565 Orange Drive, Suite 410

Davie, Florida 33330

Dear Mr. Paz:

The Broward County Office of Economic and Small Business Development (OESBD) is pleased to announce that your firm's **County Business Enterprise (CBE)** certification has been renewed.

Your firm's certifications are continuing from your anniversary date but are contingent upon the firm verifying its eligibility annually through this office. You will be notified in advance of your obligation to continue eligibility in a timely fashion. However, the responsibility to ensure continued certification is yours. Failure to document your firm's continued eligibility for the CBE and SBE programs within **thirty (30) days** from your anniversary may result in the expiration of your firm's certifications. Should you continue to be interested in certification after it has expired, you will need to submit a new application, and all required supporting documentation for review.

To review current Broward County Government bid opportunities, visit: www.broward.org/Purchasing and click on "Current Solicitations and Results." Also, from this website, you can log into your firm's profile in BidSync to ensure you have added all appropriate classification codes. Bid opportunities over \$3,500 will be advertised to vendors via e-mail and according to classification codes, so please ensure that both the Purchasing Division and OESBD are apprised of your current e-mail address.

Your primary certification group is: **Construction Services**. This is also how your listing in our directory will read. You may access your firm's listing by visiting the Office of Economic and Small Business Development Directory, located on the internet at: www.broward.org/EconDev and click on "Certified Firm Directories."

Your firm may compete for, and perform work on Broward County projects in the following areas:

NAICS CODE: 237110, 237990, 238110, 238910

We look forward to working with you to achieve greater opportunities for your business through county procurement.

Sincerely,

SANDY-MICHAEL
MCDONALD

Digitally signed by SANDY-
MICHAEL MCDONALD
Date: 2022.11.07 13:56:10
-0500

Sandy-Michael McDonald, Director
Office of Economic and Small Business Development

Cert Agency: BC-CBE

ANNIVERSARY DATE: AUGUST 6TH



**OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT
Governmental Center Annex**

115 S. Andrews Avenue, Room A680 • Fort Lauderdale, Florida 33301 • 954-357-6400

April 4, 2023

**Mr. Jorge Paz
KAILAS CORP
12565 Orange Drive, Suite 410
Davie, Florida 33330**

ANNIVERSARY DATE – Annually, on January 31st

Dear Mr. Paz:

Broward County is pleased to announce **KAILAS CORP** has renewed its certification as a **Disadvantaged Business Enterprise [DBE]** in Florida, under a **Unified Certification Program [UCP]** in accordance with 49 CFR, PART 26.

DBE certification continues from your anniversary date but is contingent upon Kailas Corp. renewing its eligibility annually through this office, Office of Economic and Small Business Development (OESBD). **OESBD will notify you in advance of your obligation to provide continuing eligibility documents; however, ensuring continued certification is your responsibility.** Failure to continue your eligibility will result in immediate action to decertify Kailas Corp. as a Disadvantaged Business Enterprise (DBE).

DBE Certification is subject to actions by governmental agencies impacting the disadvantaged status of Kailas Corp.

As long as Kailas Corp is listed in the DBE Directory, it is considered DBE Certified by all Florida UCP Members.

Kailas Corp will be listed in Florida's **UCP DBE Directory** which can be accessed via the internet, at

<https://fdotxwp02.dot.state.fl.us/EqualOpportunityOfficeBusinessDirectory/CustomSearch>

DBE certification is **NOT** a guarantee of work, but enables Kailas Corp to compete for, and perform, contract work on all USDOT Federal Aid (FAA, FTA and FHWA) projects in Florida as a DBE contractor, sub-contractor, consultant, and sub-consultant or material supplier.

Re: KAILAS CORP.

April 4, 2023

If, at any time, there is a material change in Kailas Corp including, but not limited to, ownership, officers, directors, scope of work being performed, daily operations, affiliations with other businesses or individuals or physical location of Kailas Corp, you must notify OESBD, in writing, without delay. Notification should include supporting documentation. You will receive acknowledgement and confirmation of continued eligibility, if applicable after notification of changes.

Kailas Corp may compete for, and perform, work on all USDOT Federal Aid projects throughout Florida, receiving DBE credit for work performed in the following areas:

NAICS CODE: 236115 Single-Family Housing Construction (except For-Sale Bldrs.)

NAICS CODE: 236116 Multifamily Housing Construction (except For-Sale Builders)

NAICS CODE: 236117 New Housing For-Sale Builders

NAICS CODE: 236118 Residential Remodelers

NAICS CODE: 236210 Industrial Building Construction

NAICS CODE: 236220 Commercial and Institutional Building Construction

NAICS CODE: 237110 Water & Sewer Line and Related Structures Construction

NAICS CODE: 237120 Oil and Gas Pipeline and Related Structures Construction

NAICS CODE: 237310 Highway, Street, and Bridge Construction

NAICS CODE: 237990 Other Heavy and Civil Engineering Construction

NAICS CODE: 238110 Poured Concrete Foundation and Structure Contractors

NAICS CODE: 238120 Structural Steel and Precast Concrete Contractors

NAICS CODE: 238910 Site Preparation Contractors

NAICS CODE: 484110 General Freight Trucking, Local

Please feel free to contact OESBD for any questions or concerns pertaining to your DBE certification. Our telephone number is (954) 357-6400; our fax number is (954) 357-5674.

Sincerely,

SANDY-MICHAEL
MCDONALD



Digitally signed by SANDY-MICHAEL MCDONALD
Date: 2023.04.05 15:47:39
-04'00'

Sandy-Michael McDonald, Director
Office of Economic and Small Business Development

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. 23-007.

STORM SEWER AND SEWER MAIN CLEANING AND REPAIR SERVICES

2. This sworn statement is submitted by: Kailas Corp.

(name of entity submitting sworn statement)

its business address is: 12565 Orange Drive, Suite 410, Davie, Florida 33330

Federal Identification Number

(FEIN) is: 20-1135954

(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: Jorge Paz (PRINT NAME of individual signing this document)

and my relationship to the entity is: President

(President, General Partner, etc. as applicable)

4. I understand that a "public entity crime" as defined in Section 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in Section 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere (also known as "No Contest").
6. I understand that an "affiliate" as defined in Section 287.133(1)(a), Florida Statutes, means:

- (a) A predecessor or successor of a person or a corporation convicted of a public entity crime; or
 - (b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima-facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a "person" as defined in Section 287.133(1)(e), Florida Statutes, means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding agreement and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement which that I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies):
- ☒ Neither the entity submitting the sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- ☐ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989 and

(Please now indicate which additional statement below applies):

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order)

_____ The person or affiliate was placed on the convicted list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Florida Department of General Services)

SIGNATURE (of person whose name Date
first appears above)

6/30/2022

STATE OF FLORIDA)

COUNTY OF Broward)

Sworn to and subscribed before me on June 30, 2022, by
Jorge Iaz, as President of
Kailas Corp., a _____ corporation/partnership, on behalf of
the corporation/partnership who (check one) ☒ is personally known to me or ☐ has produced
_____ as identification.

Claudia B.
Signature of Notary Public

Claudia Bernal
PRINTED Name of Notary

My commission expires: 11/17/2025



CLAUDIA BERNAL
Notary Public
State of Florida
Comm# HH200039
Expires 11/17/2025

EXHIBIT "G"

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: **STORM SEWER AND SEWER MAIN CLEANING AND REPAIR SERVICES**
City's Invitation to Bid No.: 23-007

Kailas Corp.

Name of Bidder

Jorge Paz

SIGNATURE of Bidder or Authorized Agent of Bidder

PRINT Name of Bidder or Authorized Agent of Bidder

President

Title

6/30, 2023

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 6/30/23 as President of Kailas Corp., an organization authorized to do business in the State of Florida, and acknowledged and executed the foregoing statement as the proper official of Kailas Corp. for the use and purposes mentioned in it and affixed the official seal of the entity, and that the instrument is the act and deed of that entity. He/she is personally known to me or has produced _____ as identification.

Claudia B.

Signature of Notary Public

Claudia Bernal

PRINTED Name of Notary

CLAUDIA BERNAL
Notary Public
State of Florida
Comm# HH200039
Expires 11/17/2025



My commission expires: 11/17/2025

EXHIBIT "H"
INDEPENDENCE AFFIDAVIT

The undersigned individual, being duly sworn, deposes and says that:

I am Jorge Paz of Kailas 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)

Jorge Paz

Print Name



EXHIBIT H- (CONTINUED)

President

Title

6/30/2023

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 6/30/23 as President, of Kailas Corp., an organization authorized to do business in the State of Florida, and acknowledged and executed the foregoing statement as the proper official of Kailas Corp. for the use and purposes mentioned in it and affixed the official seal of the entity, and that the instrument is the act and deed of that entity. He/she is personally known to me or has produced _____ as identification.



CLAUDIA BERNAL

Notary Public

State of Florida

Comm# HH200039

Expires 11/17/2025

Claudia B.

Notary Public

Claudia Bernal

PRINT Name of Notary Public

My commission expires: 11/17/2025

EXHIBIT “I”

REFERENCES

Bidder shall provide a minimum of three references.

Name of company: Broward County Aviation Department (BCAD)

Address: 320 Terminal Drive, Suite 200, Fort Lauderdale, FL 33315

Telephone number: 954-359-6973

Email address: gdouge@broward.org

Principal contact person(s): Gasser Dougé

Year contract initiated and terminated: 2021, On-going

Name of company: Broward County Highway Construction & Engineering Division

Address: 1 North University Drive, Plantation, FL 33324

Telephone number: 954-577-4562

Email address: tmuzika@broward.org

Principal contact person(s): Tom Muzika

Year contract initiated and terminated: 2016, 2018

Name of company: Broward County Highway Bridge Maintenance Division

Address: 1600 Blount Rd Pompano Beach, FL 33069

Telephone number: 954-357-6064

Email address: atoro@broward.org

Principal contact person(s): Adriana Toro

Year contract initiated and terminated: 2021, 2023

EXHIBIT “K”

BID SECURITY

ATTACH BID BOND HERE

EXHIBIT "J"

BID BOND

BIDDER

Kailas, Corp. dba Kailas Contractors

Name

12565 Orange Drive, Suite 410, Davie, FL 33330

Address

FLORIDA RESIDENT AGENT

Charles D. Nielson, Nielson, Hoover & Associates

Name

15050 NW 79th Court, Suite 200, Miami Lakes, Florida 33016

Address

(305) 722.2663

Phone Fax

SURETY

The Ohio Casualty Insurance Company

Name

175 Berkeley Street, Boston, MA 02116

Address

OWNER

City of Dania Beach, Florida

100 West Dania Beach Boulevard

Dania Beach, Florida 33004

Telephone: (954) 924-6800

Facsimile: (954) 921-2604

PROJECT: STORM SEWER AND SEWER MAIN CLEANING AND REPAIR SERVICES
ITB No. 23-007

7/5/2023

Bid Due Date

N/A

Bond Number

7/5/2023

Bond Date

\$ 10,000.00 (Ten Thousand Dollars and 00/100)

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

Kailas, Corp. dba Kailas Contractors

Corporate Name and Seal

(or other Full Legal Name) -

Signature

Printed Name and Title

Attest

Attest

IDENTITY OF SURETY

(Attach Power of Attorney)

The Ohio Casualty Insurance Company

Corporate Name and Seal

(or other Full Legal Name)

Signature

Charles D. Nielson, Attorney-in-Fact

Printed Name and Title

Attest

Attest



Handwritten signature of Charles D. Nielson and a handwritten 'J. O. M.' below it.

The above addresses shall be used for giving of required notices. Any singular reference to Bidder, Surety, Florida Resident Agent, Owner or other party shall be considered a plural where applicable.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to City upon default of Bidder, the penal sum set forth on the face of this Bond. In no event shall Bidder's and Surety's obligation exceed the penal sum set forth on the face of this Bond.
2. Default of Bidder shall occur upon the failure of the Bidder to deliver within the time required by the Bid and Contract Documents (or any extension of time agreed to in writing by City) a fully executed Agreement, Insurance Agent Statement, all certificates of insurance, and any Performance and Payment Bonds.
3. This obligation shall be null and void if:
 - 3.1 City accepts Bidder's bid and Bidder delivers within the time required by the bidding and contract documents (or any extension of time agreed to in writing by City) the executed Agreement, the Insurance Agent Statement, and the Performance and Payment Bonds, or
 - 3.2 All bids are rejected by City, or
 - 3.3 City fails to issue a Notice of Award to Bidder within the time specified in the ITB documents (or any extension of time agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph five (5) below).
4. Payment under the Bid Security Bond will be due and payable upon default by Bidder and within thirty (30) calendar days after receipt by Bidder, and Surety of written notice of default from City's City Clerk, which notice will be given with reasonable promptness, identifying the Bid; Security Bond and the Project, including a statement of the amount due.
5. Surety waives notice of any and all defenses based on, or arising out of, any time extension to issue a Notice of Award agreed to in writing by City and Bidder, provided that the total time for issuing the Notice of Award, including extensions shall not in the aggregate exceed One Hundred Twenty (120) days from the ITB due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to thirty (30) calendar days after the notice of default required in paragraph four (4) above is received by Bid and Surety, and in no case later than one (1) year after bid due date.
7. Any suit or action under this Bond shall be commenced only in a Florida court of competent jurisdiction. Any award granted shall not be subject to prejudgment interest.
8. Notices required under this Bid Bond shall be in writing and sent to Bid and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf

of Surety to execute, seal and deliver such Bond and bind the Surety.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included in it as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of such statute shall govern and the remainder of this Bond that is not in conflict shall continue in full force and effect.



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8205265-964011**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Charles D. Nielson, Charles J. Nielson, David R. Hoover, Jarrett Merlucci, Shawn A. Burton

all of the city of Miami Lakes state of FL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 12th day of April, 2021.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 12th day of April, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 5th day of July, 2023.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

EXHIBIT “L”

ACKNOWLEDGMENT OF ADDENDA

The Bidder acknowledges the receipt of the following addenda issued by the City and incorporated into and made part of the ITB or the Agreement. In the event the Bidder fails to include any such addenda in the table below, submission of this form shall constitute acknowledgment of receipt of all addenda, whether or not received by the Bidder.

ADDENDUM NUMBER	DATE RECEIVED	PRINT NAME	TITLE	SIGNATURE (BLUE INK ONLY)
1	6/23/2023	Jorge Paz	President	<i>Jorge Paz</i>
2	6/27/2023	Jorge Paz	President	<i>Jorge Paz</i>
3	7/3/2023	Jorge Paz	President	<i>Jorge Paz</i>
4	7/6/2023	Jorge Paz	President	<i>Jorge Paz</i>

EXHIBIT "M"

CERTIFICATION TO ACCURACY OF BID
(continued)

Signature (Blue ink only)

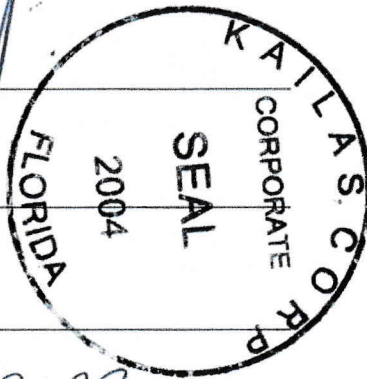
Jorge Paz

Print Name

President

Title

Date



6/30/2023

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 6/30/2023 as President of Kailas Corp., an organization authorized to do business in the State of Florida, and acknowledged and executed the foregoing statement as the proper official of Kailas Corp. for the use and purposes mentioned in it and affixed the official seal of the entity, and that the instrument is the act and deed of that entity. He/she is personally known to me or has produced _____ as identification.



CLAUDIA BERNAL
Notary Public
State of Florida
Comm# HH200039
Expires 11/17/2025

My commission expires: 11/17/2025

Claudia Bernal
Notary Public

Claudia Bernal
PRINT Name of Notary Public

EXHIBIT "N"

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 Jorge Paz the
(PRINT Name of Authorized Agent)

President of Kailas 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

DATE

6/30/2023



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Profit Corporation
KAILAS, CORP.

Filing Information

Document Number	P04000079018
FEI/EIN Number	20-1135954
Date Filed	05/17/2004
State	FL
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	05/17/2005
Event Effective Date	NONE

Principal Address

12565 ORANGE DRIVE
410
DAVIE, FL 33330

Changed: 09/10/2020

Mailing Address

PO BOX 552098
Davie, FL 33355

Changed: 04/25/2018

Registered Agent Name & Address

PAZ, JORGE
12565 ORANGE DRIVE
410
DAVIE, FL 33330

Name Changed: 04/25/2018

Address Changed: 09/10/2020

Officer/Director Detail

Name & Address

Title PD

PAZ, JORGE
 PO BOX 552098
 Davie, FL 33355

Annual Reports

Report Year	Filed Date
2020	04/20/2020
2021	02/04/2021
2022	04/05/2022

Document Images

04/05/2022 -- ANNUAL REPORT	View image in PDF format
02/04/2021 -- ANNUAL REPORT	View image in PDF format
09/10/2020 -- AMENDED ANNUAL REPORT	View image in PDF format
04/20/2020 -- ANNUAL REPORT	View image in PDF format
04/10/2019 -- ANNUAL REPORT	View image in PDF format
04/25/2018 -- ANNUAL REPORT	View image in PDF format
02/14/2017 -- ANNUAL REPORT	View image in PDF format
07/27/2016 -- AMENDED ANNUAL REPORT	View image in PDF format
03/09/2016 -- ANNUAL REPORT	View image in PDF format
02/11/2015 -- ANNUAL REPORT	View image in PDF format
02/06/2014 -- ANNUAL REPORT	View image in PDF format
01/15/2013 -- ANNUAL REPORT	View image in PDF format
02/01/2012 -- ANNUAL REPORT	View image in PDF format
03/15/2011 -- ANNUAL REPORT	View image in PDF format
03/25/2010 -- ANNUAL REPORT	View image in PDF format
04/14/2009 -- ANNUAL REPORT	View image in PDF format
01/17/2008 -- ANNUAL REPORT	View image in PDF format
03/21/2007 -- ANNUAL REPORT	View image in PDF format
01/10/2006 -- ANNUAL REPORT	View image in PDF format
05/17/2005 -- Amendment	View image in PDF format
01/18/2005 -- ANNUAL REPORT	View image in PDF format
09/30/2004 -- Amendment	View image in PDF format
05/17/2004 -- Domestic Profit	View image in PDF format



KAILCON-01

DDEPAZ

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/15/2023

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

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

PRODUCER Collinsworth, Alter, Fowler & French, LLC 15050 NW 79th Court Suite 200 Miami Lakes, FL 33016	CONTACT NAME:		
	PHONE (A/C, No, Ext):	(305) 822-7800	FAX (A/C, No): (305) 362-2443
	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Kailas Corp. PO Box 552098 Davie, FL 33355	INSURER A :	GuideOne National Insurance Company	
	INSURER B :	Landmark American Ins Co	33138
	INSURER C :	Insurance Company of the West	27847
	INSURER D :	AGCS Marine Insurance Co	22837
	INSURER E :		
	INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:			56300093500	6/15/2023	6/15/2024	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
B	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$			LHA102932	6/15/2023	6/15/2024	EACH OCCURRENCE \$ 4,000,000
							AGGREGATE \$ 4,000,000
							\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	WFL507176100	6/15/2023	6/15/2024	☒ PER STATUTE ☐ OTH-ER
							E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Equipment Floater			AGCS2023615	6/15/2023	6/15/2024	Leased/Rented 250,000

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

CERTIFICATE HOLDER

CANCELLATION

For Information Purposes Only

☒
☒
☒

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



CERTIFICATE OF LIABILITY INSURANCE

Date
06/23/2023

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

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

PRODUCER Legra Insurance Agency Inc 323 E Hallandale Beach Blvd Hallandale Beach, FL 33009-5526	CONTACT NAME: Ana Legra	
	PHONE (A/C, No, Ext): 9544553938	FAX (A/C, No): 9544552922
	E-MAIL ADDRESS: lia@legrainsurance.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Infinity Assurance Insurance Company	
INSURED KAILAS CORP 12565 Orange Dr Davie, FL 33330	NAIC #	
	39497	
	INSURED B :	
	INSURED C :	
	INSURED D :	
	INSURED E :	
INSURED F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF	POLICY EXP	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	\$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	\$
	OTHER:							\$
A	AUTOMOBILE LIABILITY			509820047898001	06/15/2023	12/15/2023	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	☒ ANY AUTO						BODILY INJURY (Per person)	\$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	EXCESS LIAB						AGGREGATE	\$
	DED		RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ Y / ☐ N					E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

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

CERTIFICATE HOLDER

for information only

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

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000

VALID OCTOBER 1, 2022 THROUGH SEPTEMBER 30, 2023

DBA:
Business Name: KAILAS CORP

Receipt #: 180-230620
Business Type: GENERAL CONTRACTOR

Owner Name: JORGE PAZ
Business Location: 12565 ORANGE DRIVE #410
DAVIE
Business Phone: 305-722-0099

Business Opened: 01/26/2010
State/County/Cert/Reg: CGC1507261
Exemption Code:

Rooms **Seats** **Employees** **Machines** **Professionals**
4

For Vending Business Only						
Number of Machines:				Vending Type:		
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
27.00	0.00	0.00	0.00	0.00	0.00	27.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT

WHEN VALIDATED

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Mailing Address:

KAILAS CORP
12565 ORANGE DRIVE #410
DAVIE, FL 33331

Receipt # WWW-21-00259560
Paid 09/21/2022 27.00

2022 - 2023

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000

VALID OCTOBER 1, 2022 THROUGH SEPTEMBER 30, 2023

DBA:
Business Name: KAILAS CORP

Receipt #: 180-230620
Business Type: GENERAL CONTRACTOR

Owner Name: JORGE PAZ
Business Location: 12565 ORANGE DRIVE #410
DAVIE
Business Phone: 305-722-0099

Business Opened: 01/26/2010
State/County/Cert/Reg: CGC1507261
Exemption Code:

Rooms **Seats** **Employees** **Machines** **Professionals**
4

Signature	For Vending Business Only					
	Number of Machines:			Vending Type:		
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
27.00	0.00	0.00	0.00	0.00	0.00	27.00

Receipt # WWW-21-00259560
Paid 09/21/2022 27.00



TOWN OF DAVIE
Business Tax Receipts Division
8800 SW 36th Street, Davie, FL 33328
Telephone: 954-797-1212
Email: btr@davie-fl.gov
Website: www.davie-fl.gov

Business Name: KAILAS, CORP.
Address: PO BOX 552098

City, ST, Zip: DAVIE, FL, 33355

	TOWN OF DAVIE Business Tax Receipt Effective Date: 10/1/2022 Expiration Date: 9/30/2023	License Number 115								
<table><tr><td>DBA Name:</td><td>Business Phone: (305) 722-0099</td></tr><tr><td>Business Name: KAILAS, CORP.</td><td>Square Footage: 470</td></tr><tr><td>Address: 12565 ORANGE DR 410</td><td></td></tr><tr><td>City, ST, Zip: DAVIE, FL, 33330</td><td></td></tr></table>			DBA Name:	Business Phone: (305) 722-0099	Business Name: KAILAS, CORP.	Square Footage: 470	Address: 12565 ORANGE DR 410		City, ST, Zip: DAVIE, FL, 33330	
DBA Name:	Business Phone: (305) 722-0099									
Business Name: KAILAS, CORP.	Square Footage: 470									
Address: 12565 ORANGE DR 410										
City, ST, Zip: DAVIE, FL, 33330										
License Type: Contractor Engineering										
CERTIFICATE OF USE										
*The Business Tax Receipt is an acknowledgment that a Business Tax has been paid pursuant to Sec. 13-17 of the Town Code. Please contact the Towns Business Tax Receipt Division if the business has ceased, moved or changed ownership. **The Certificate of Use is an acknowledgment that the business was determined to have met the requirements of Sec. 12-382 of the Town Code. If blank, Certificate of Use details are on file with Business Tax Receipts Division.										

Jorge Paz
Project Executive
Kailas President



AREA OF SPECIALIZATION

- ✓ >200 Acres
- ✓ >70,000 CY
- ✓ Federal Work
- ✓ Working in Remote Locations
- ✓ Clearing
- ✓ Bulk Hauling
- ✓ Grading
- ✓ Final Scrap
- ✓ Managing Resource
- ✓ Managing Subcontractors
- ✓ Water & Sewer
- ✓ Drainage
- ✓ Concrete & Asphalt

CONSTRUCTION EXPERIENCE

25 Years

EDUCATION

Masters of Science – 2001
 Urban Environmental
 Management

Masters of Science - 2000
 Construction Management

Bachelors of Science - 1997
 Civil Engineering

LICENSING

General Contractor State of FL
 Underground Contractor, FL
 Grading & Utility Contractor
 Miami-Dade County
 QC Manager - FDOT
 OSHA Haz. Mat 40 Hrs
 Pollution & Sediment Control –
 FDEP

Jorge Paz, A Graduate Civil Engineer has over 23 years of construction experience in the South Florida construction arena with a primary focus on underground utilities and roadway reconstruction. Prior to setting up his own firm, Jorge Paz worked as a Project Manager at Ranger Construction Industries and Petro Hydro. In his diverse construction experience has managed Federal, State, County and Municipal projects with more than 100,000 linear feet of underground utilities. Jorge Paz in the 19 years as president of Kailas Corp, has provided construction services to the following clients for several underground and roadway projects: Florida Department of Transportation, FEMA, National Parks, Broward County, Miami Dade County and Multiple cities within Broward County and Dade County.

EXPERIENCE & QUALIFICATIONS - SELECTED PROJECT

Everglades - NPS Hole in a Donut Restoration * 2016 - 2022

Client: United States Department of Interior - NPS

NPS Hole in the Donut Task Order - Completed 1450 Acres

Scope of Work: Clearing, Vegetation Removal, Prep of Haul Routes, Survey, Hauling, Stock Piling, Prep of Disposal Areas, Scraping & Sweeping of Final Surface, Substrate Removal, Coordination with NPS, Land Restoration.

FDOT T4573 - University DR @ Sample Rd * 2021 to open

Client: General Asphalt (FDOT)

Scope of Work: Drainage, Roadway Reconstruction, Concrete

Sidewalk and Drainage Maintenance and Repair * 2021 to open

Client: Broward County

Scope of Work: Drainage, & Concrete

PNC2122870B1, Emergency Installation and Repair Services for Water and Sewer Systems * 2021 to open

Client: Broward County

Scope of Work: Water and Sewer Emergency Repair.

MSC Terminal Cruise - Port of Miami * 2022 to open

Client: Fincantieri Infrastructure Florida, Inc

Scope of Work: Drainage

IFB 21-003 TSDOR (Transportation Surface Drainage And Ongoing Rehabilitation) Foster Rd 12" Watermain Installation * 2021 to 2022

Client: Town of Southwest Ranches

Scope of Work: Grading, Paving, Pavement Marking

Foster Rd 12" Watermain Installation Dates: 2020 to 2021

Client: City of Hallandale Beach

Scope of Work: Watermain Installation, Roadway reconstruction

Jorge Paz
Project Executive
Kailas President

RELEVANT EMPLOYMENT HISTORY

Kailas Corp
2004-Present
President

Ranger Construction - South
2003-2005
Project Manager

Petro Hydro, Inc.
2001-2003
Chief Project Manager

EXPERIENCE & QUALIFICATIONS - SELECTED PROJECT (cont'd)

Detention Pond FLL International Airport * 2019

Client: Broward County Aviation Department

Scope of Work: Drainage, Grading, Sodding

Ravenswood Road Reconstruction * 2016 - 2018

Client: Broward County

Scope of Work: Construction of two urban lanes with raised medians and traffic separators, paved shoulders with five feet bike lanes, concrete sidewalks, landscaping, guardrail, pavement marking and signage. Installation of 31 structures, 4,189 Lf. of concrete and plastic pipes, 5,239 tons of asphalt.

Lerix Drainage Project * 2015 - 2016

Client: City of Oakland Park

Scope of Work: Pump Station, Drainage, Grading, Concrete, and Paving.

NE 34th CT Reconstruction, 2014-2015, City of Oakland Park, FL

Client: D.O.T - Broward County

Scope of Work: Complete reconstruction of NE 34th CT from NE 2nd Avenue to Dixie Highway. Project involved 45,000 SY of Clearing & Grubbing, Grading and Paving. Project also involved 3000 LF of 8" DIP watermain, +50 water-services & meters and abandoning of existing asbestos watermain.

I-595 Greenway, 2011-2012, Broward County, FL

Client: FL Dept. of Transportations /Dragados USA

Scope of Work: A subset of the large \$1.1 Billion P3 Project. Kailas Corp. was the first subcontractor to work on this project and was responsible for clearing more than 12 Acres of land along the SFWMD Canal and installing a concrete walkway prior to construction on I-595.

Marlins Ballpark Stadium, 2011-2012, City of Miami, FL

Client: Baker Concrete Construction

Scope of Work: Excavation & grading of the ballfield inside the stadium. Project involved extensive heavy equipment coordination due to constricted spaces.

Storm water Mitigation, Dade County

Client: FEMA Miami Dade County

Previous experience with Ranger Construction

Scope of Work: Project involved street improvements, drainage mitigation & resurfacing throughout Miami Dade County.

University Drive from SR84 to SR 842, Broward County, FL

Client: Florida Department of Transportation (FDOT)

Previous experience with Ranger Construction

Scope of Work: Project involved resurfacing, widening and drainage improvements.

Pembroke Villas Apartments, City of Pembroke Pines, FL

Client: S Developers

Previous experience with Petro Hydro, Inc.

Scope of Work: Project involved Clearing of Land, Storm water system, Water & Sewer utilities, Paving & Concrete work.

Susana Bernal

Project Director



SUMMARY

Dedicated Project Director / Manager with over 20 years of experience, with expertise in civil engineering design and construction. Solid problem-solving and organizational skills, promoting dynamic client oversight. Proficient at managing multiple projects and meeting strict deadlines. Effective communicator who works collaboratively with diverse groups at all levels of an organization leading to an efficient and successful project. Skilled at evaluating and assessing design and construction issues to assure company and industry standards are maintained, and customer needs are met.

AREA OF EXPERTISE

- ✓ Managing Resource
- ✓ Managing Subcontractors
- ✓ Contract Management
- ✓ Workflow planning
- ✓ Water & Sewer
- ✓ Drainage
- ✓ Grading
- ✓ Concrete & Asphalt
- ✓ Utility Coordination
- ✓ Permitting

EDUCATION

Bachelors of Science -
Civil Engineering

Susana Bernal, a Civil Engineer with over 20 years of experience in performing Land Development Civil Engineering in South Florida. Has solid expertise in civil engineering design including all aspects of site planning, grading and drainage, sanitary sewer collection, water distribution system design, roadway design, utility coordination, permitting and construction services; as well as project and contract administration. Ms. Bernal has performed senior-level project oversight and management of multiple stages of the design, development and construction processes for an array of projects from conceptual planning to final construction, including multi-family, commercial, roadway, utilities, aviation, education, healthcare, as well as affordable housing projects. Managed Broward County Water and Wastewater Services (BCWWS) continuing services contract that included multiple disciplined sub-consultants for the firm.

EXPERIENCE & QUALIFICATIONS - SELECTED PROJECT

Everglades - NPS Hole in a Donut Restoration * 2021 - 2022

Client: United States Department of Interior - NPS

NPS Hole in the Donut Task Order - Completed 1450 Acres

Scope of Work: Clearing, Vegetation Removal, Prep of Haul Routes, Survey, Hauling, Stock Piling, Prep of Disposal Areas, Scraping & Sweeping of Final Surface, Substrate Removal, Coordination with NPS, Land Restoration.

FDOT T4573 - University DR @ Sample Rd * 2021 - open

Client: General Asphalt (FDOT)

Scope of Work: Drainage, Roadway Reconstruction, Concrete

PNC2121609B1 Sidewalk and Drainage Maintenance and Repair * 2021 - open

Client: Broward County

Scope of Work: Drainage, & Concrete

PNC2122870B1, Emergency Installation and Repair Services for Water and Sewer Systems * 2021 - open

Client: Broward County

Scope of Work: Water and Sewer Emergency Repair.

MSC Terminal Cruise - Port of Miami * 2022 - open

Client: Fincantieri Infrastructure Florida, Inc

Scope of Work: Drainage

IFB 21-003 TSDOR (Transportation Surface Drainage And Ongoing Rehabilitation) * 2021 - 2022

Client: Town of Southwest Ranches

Scope of Work: Grading, Paving, Pavement Marking

Foster Rd 12" Watermain Installation Dates * 2021

Client: City of Hallandale Beach

Scope of Work: Watermain Installation, Roadway reconstruction

NE Retention Area FLL International Airport * 2021

Client: Broward County Aviation Department

Scope of Work: Drainage, Grading, Sodding

Susana Bernal
Project Director

RELEVANT EMPLOYMENT HISTORY

Kailas Corp
2021-Present
Project Director

HBC Engineering Company
2020-2021
Project Manager / Office
Manager

Keith and Associates, Inc
2002-2020
Project Manager / Office
Manager

EXPERIENCE & QUALIFICATIONS - SELECTED PROJECT (cont'd)

Broward County Highway Construction and Engineering Division (BCHCED)
Continuing Engineering Services for Traffic, Roadway, and Civil Engineering *
2020 - 2021

Client: Broward County
Previous experience with HBC
Scope of Work: Utility Coordination

Florida Department of Transportation (FDOT) Design Services - SR-7/US-441
Transit Corridor Improvements (429576-2 / 429576-3) * 2020 - 2021

Client: FDOT
Previous experience with HBC
Scope of Work: Utility Coordination

Florida Department of Transportation (FDOT) Design Services - I-75 Alligator Alley
Environmental Education Project * 2020 - 2021

Client: FDOT
Previous experience with HBC
Scope of Work: Utility Coordination

Ron Ehmann Park Sanitary Sewer Improvements Project No. EDP – PR -5009010A
*** 2020 -2021**

Client: Miami Dade Parks, Recreation and Open Space
Previous experience with HBC
Scope of Work: Sanitary Sewer Design

BCWWS Septic Tank Elimination Program (STEP) * 2019 - 2021

Client: Broward County
Previous experience with Keith
Scope of Work: Water and Sanitary Sewer Design and Construction Services

Fort Lauderdale / Hollywood International Airport (FLL) – Westside Water Main
Expansion Loop * 2018 - 2020

Client: Broward County
Scope of Work: Water Design and Construction Services

Fort Lauderdale / Hollywood International Airport (FLL) – Terminals 1, 2 and 3
Modernization, Expansion (Bumpouts) and Connector projects * 2018 -2020

Client: Broward County
Previous experience with Keith
Scope of Work: Water, Sanitary Sewer and Drainage Design Services

Fort Lauderdale / Hollywood International Airport (FLL) – 9R/27L Runway
Expansion Program * 2012 – 2016

Client: Broward County
Previous experience with Keith
Scope of Work: Water, Sanitary Sewer and Drainage Design Services

Carlos A. Alvarez Superintendent



CONSTRUCTION EXPERIENCE

Carlos has more than 26 years of underground utility and restoration experience. He has installed and supervised more than 55,000 Lf. of underground utilities under Kailas projects.

EDUCATION

Bachelor's degree of Arts & Accounting, 1992

CERTIFICATIONS * COURSES

Construction Safety & Health Safety Training/OSHA

Advanced MOT - FDOT

RELEVANT EMPLOYMENT HISTORY

Kailas Contractors
2005-Present
Superintendent

American Engineering & Development
2004-2005
Foreman

Petro Hydra
2000-2003
Foreman

American Engineering & Development
1996-2000
Pipe Layer

EXPERIENCE & QUALIFICATIONS - SELECTED PROJECT

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Carlos A. Alvarez
Superintendent

EXPERIENCE & QUALIFICATIONS - SELECTED PROJECT (cont'd)

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Client: City of Oakland Park

Scope of Work: Pump Station, Drainage, Grading, Concrete, and Paving.

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Scope of Work: Project involved resurfacing, widening and drainage improvements.

Pembroke Villas Apartments, City of Pembroke Pines, FL

Client: Sess. Developers

Previous experience with Petro Hydro, Inc.

Scope of Work: Project involved Clearing of Land, Storm water system, Water & Sewer utilities, Paving & Concrete work.



3114 TUXEDO AVENUE-WEST PALM BEACH FL –561-629-7121

**I. Luis Nunez Martinez Operations Manager for Top Dog Industries &
US Army Retired.**

Have acquired over 13 years of hands-on experience in the underground infrastructure industries. My experience with day-to-day operations and problem-solving skills, Lead Management, accompanied experience and knowledgeable regarding the vacuum, hydro excavation storm drain, sanitary cleaning, CCTV of small & large diameter Underground Pipe-side of this infrastructure industry. This is accompanied with jobs related to manhole rehabilitation, root removal, tuberculation removal, laser profiling, digital gap measuring, main line lateral inspection, and dewatering, Underground Pressurized leak detection, System Bypass, Grout and seal ALL, of which have become second nature to me.

Over the course of 13 years with the Underground infrastructure industries pipe cleaning & CCTV industry has been extraordinarily successful and education. I am certified OSHA-30, NASSCO Certified in MACP, PACP, LACP.

I uphold some of the highest recognizable certifications in the industry. Constantly staying update with new technology & education on the Underground Utilites Construction as well as Cleaning and CCTV inspections.

This ensures I will meet and exceed the expectations of the clients that depend on my professionalism and skills.

Luis Nunez-Martinez

Top Dog Industries

Operations Manager



Finance

City of Dania Beach

Memorandum

DATE: 10/24/2023

TO: Mayor and Commissioners

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

VIA: Darryl McFarlane, IT Division Director

SUBJECT: Resolution approving monthly server monitoring, support services, and software, including additional contracted support from LAN Infotech, exceeding the \$50,000 vendor threshold, and waiving competitive bid requirements.

Request:

The Finance Department requests approval of a resolution authorizing monthly server monitoring, support services, and software, including additional contracted support from LAN Infotech, exceeding the \$50,000 vendor threshold, and waiving competitive bid requirements.

Background:

LAN Infotech has been the City's trusted partner for monthly server monitoring and support services and additional contractual staffing since 2010. As such they are familiar with our cybersecurity posture, software, hardware, and operations.

The current services provided by LAN Infotech to the City and their associated costs are as follows (approximate):

Managed services (monitoring and maintenance of servers):	\$ 8,820
On-site support personnel:	\$ 76,800
Third-party products/software:	\$ 53,089
Total Estimated cost of services and support for FY2024:	\$138,709

The City Administration believes it is in the best interest of the City to have continuity in the monitoring, maintenance, and support of the City's computer servers and network infrastructure and to continue utilizing LAN Infotech for the fiscal year 2023-24, for an amount exceeding the annual vendor threshold of \$50,000.

Budgetary Impact

Funding for these services shall be made from the City's planned appropriations from the Information Technology Fund.

Recommendation

Approve the resolution authorizing monthly server monitoring and support services, including additional contracted support from LAN Infotech, exceeding the \$50,000 vendor threshold, and waiving competitive bid requirements.

RESOLUTION 2023-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE EXPENDITURE OF FUNDS FOR MONTHLY SERVER MONITORING AND SUPPORT SERVICES, INCLUDING ADDITIONAL CONTRACTED SUPPORT FROM LAN INFOTECH, FOR FISCAL YEAR 2023-24, THAT EXCEED AN ANNUAL VENDOR TOTAL AMOUNT OF FIFTY THOUSAND DOLLARS (\$50,000.00); PROCEEDING WITHOUT COMPETITIVE BIDDING AND AUTHORIZING PURCHASES FROM THE INFORMATION TECHNOLOGY FUND APPROVED ANNUAL BUDGET APPROPRIATIONS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the Dania Beach Code of Ordinances, Chapter 2, Article 1, Section 2-10, “Monetary thresholds for certain purchases and payment disbursement authorizations”, Subsection (a), sets the monetary threshold at Fifty Thousand Dollars (\$50,000.00) for a vendor each fiscal year; and

WHEREAS, LAN Infotech has been providing Information Technology professional support services to the City since 2010, and has proven to be a trusted partner for monthly server monitoring and support and additional contractual staffing (the “Services”); and

WHEREAS, the City Administration believes it is in the best interest of the City to have continuity in the provision of the Services for Fiscal Year 2023-24 and recommends approval of the proposals from LAN Infotech; and

WHEREAS, the total planned expenditures will exceed the City’s annual Fifty Thousand Dollars (\$50,000.00) purchase threshold for a single vendor, therefore, requiring City Commission approval.

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

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

Section 2. That the City Commission authorizes the Services from LAN Infotech in an amount exceeding the annual amount of the Fifty Thousand Dollars (\$50,000.00) purchase threshold for a single vendor for fiscal year 2023-24; further, the proper City officials are authorized to execute any documents related to this approval.

Section 3. That funding for the Services shall be made from the City's authorized annual budget appropriations from the City's Information Technology Fund.

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

Section 5. That this Resolution shall be effective 10 days after passage.

PASSED AND ADOPTED on _____, 2023.

Motion by _____, second by _____.

FINAL VOTE ON ADOPTION:

Commissioner Joyce L. Davis _____

Commissioner Tamara James _____

Commissioner Marco Salvino _____

Vice Mayor Lori Lewellen _____

Mayor Archibald J. Ryan IV _____

ATTEST:

ELORA RIERA, MMC
CITY CLERK

ARCHIBALD J. RYAN IV
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

New Fiscal Year On-Site Proposal Proposal
City of Dania Beach



Michael Goldstein – Mgoldstein@laninfotech.com

President

LAN INFOTECH | 5100 NW 33RD AVENUE, SUITE 255 | FORT LAUDERDALE, FL 33309 | PHONE: 954-717-1990 | FAX: 954-756-7023

Statement of Confidentiality

This document is of a proprietary and confidential nature and all data submitted is provided in reliance upon the recipient's covenant to keep such information confidential and for the exclusive use of its employees, who receive or have access to the proposal, of the confidential nature of this item and to instruct each employee that he/she will not disclose any information concerning this document to others except to the extent that such matters are generally known to, and are available for use by, the public. The recipient of this document agrees that it will not duplicate or permit others to duplicate any material contained hereunder except for its own internal use.

Non-Solicitation of Employees

City of Dania Beach agrees that now and for a one (1) year period after the termination of this agreement customer shall not hire, solicit for hire, or cause any third party to hire or solicit for hire any current employee or contractor introduced by LAN Infotech, LLC to customer, or person whose employment with LAN Infotech, LLC terminated during a one (1) year period prior to the solicitation for hire. This clause shall survive termination of this agreement for a period of one (1) year.



CompTIA ISAO
Proud Member

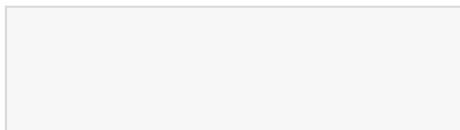
Description	Price	Quantity	Amount
Monthly On-Site Technical Services Monthly Block of (80) hours to be used for Onsite Support Monday-Friday 8am-5pm. Proposed Plan is M-F 10am-2pm daily. Plan can be modified. Overage to billed at a rate of \$85 per hour. 	\$6,400.00 Per Month	1	\$6,400.00

Upfront	\$6,400.00
Tax	\$0.00
Total	\$6,400.00

Approval:

I, the undersigned, as an authorized representative of City of Dania Beach, have read and accepted the terms and conditions of this proposal and request that LAN Infotech, LLC provide the above products and services. Upon my approval of this proposal, LAN Infotech, LLC will prepare a detailed project plan and a comprehensive set of acceptance criteria for my approval. Once these plans have been submitted and approved by me or my designee actual work will begin. Throughout the process we will receive regular progress reports and at project milestones will be called upon to review and approve the actual completion of each of the acceptance criteria. Once all criteria have been demonstrated and accepted the project will be considered complete. Any additional services required outside the scope of these plans and criteria will be provided as a service outside of this project and will be billed separately.

City of Dania Beach



(Darryl)

Date:

New Fiscal Year Managed Services Proposal
City of Dania Beach



Michael Goldstein – Mgoldstein@laninfotech.com

President

LAN INFOTECH | 5100 NW 33RD AVENUE, SUITE 255 | FORT LAUDERDALE, FL 33309 | PHONE: 954-717-1990 | FAX: 954-756-7023

Statement of Confidentiality

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CompTIA ISAO
Proud Member

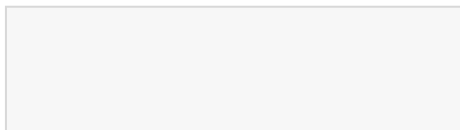
Description	Price	Quantity	Amount
Monthly Recurring Kaseya Network Management Client Kaseya Network Management Client - incudes desktop alerting agent, automated patching, secure desktop remote access and hardware inventory.	\$1.95 Each	183	\$356.85
Monthly Recurring Mimecast Email Security Bundle Mimecast Unified Email Management Services Per User Per Month - includes • 100% Anti-Virus / 99.5% Anti-Spam Inbound + Outbound Perimeter Protection, • 100% Email Continuity from Outlook + Web, • Marketing Stationery and Disclaimer Tools , • Large File Attachment Strip + Link (Link on Size), Threat Protection, Impersonation Protection 	\$4.55 Each	250	\$1,137.50
Monthly Recurring Mimecast Internal Protect Mimecast Internal Protect 	\$1.50 Each	250	\$375.00
Monthly Recurring Office 365 Backup Office 365 Backup - includes email, OneDrive, Teams and SharePoint Backup	\$2.99 Per Month	250	\$747.50
Monthly Recurring Office 365 Signature Office 365 Signature	\$1.99	250	\$497.50
Monthly Recurring Sentinel One Security Control Sentinel One Security Control	\$5.55 Each	236	\$1,309.80

Monthly	\$4,424.15
Tax	\$0.00
Total	\$4,424.15

Approval:

I, the undersigned, as an authorized representative of City of Dania Beach, have read and accepted the terms and conditions of this proposal and request that LAN Infotech, LLC provide the above products and services. Upon my approval of this proposal, LAN Infotech, LLC will prepare a detailed project plan and a comprehensive set of acceptance criteria for my approval. Once these plans have been submitted and approved by me or my designee actual work will begin. Throughout the process we will receive regular progress reports and at project milestones will be called upon to review and approve the actual completion of each of the acceptance criteria. Once all criteria have been demonstrated and accepted the project will be considered complete. Any additional services required outside the scope of these plans and criteria will be provided as a service outside of this project and will be billed separately.

City of Dania Beach



(Darryl)

Date:

New Fiscal Year Managed Services Proposal
City of Dania Beach



Michael Goldstein – Mgoldstein@laninfotech.com

President

LAN INFOTECH | 5100 NW 33RD AVENUE, SUITE 255 | FORT LAUDERDALE, FL 33309 | PHONE: 954-717-1990 | FAX: 954-756-7023

Statement of Confidentiality

This document is of a proprietary and confidential nature and all data submitted is provided in reliance upon the recipient's covenant to keep such information confidential and for the exclusive use of its employees, who receive or have access to the proposal, of the confidential nature of this item and to instruct each employee that he/she will not disclose any information concerning this document to others except to the extent that such matters are generally known to, and are available for use by, the public. The recipient of this document agrees that it will not duplicate or permit others to duplicate any material contained hereunder except for its own internal use.

Non-Solicitation of Employees

City of Dania Beach agrees that now and for a one (1) year period after the termination of this agreement customer shall not hire, solicit for hire, or cause any third party to hire or solicit for hire any current employee or contractor introduced by LAN Infotech, LLC to customer, or person whose employment with LAN Infotech, LLC terminated during a one (1) year period prior to the solicitation for hire. This clause shall survive termination of this agreement for a period of one (1) year.



Small Business Person of the Year



CompTIA[®] ISAO
Proud Member



CYBER PROTECTION PARTNER

LAN Infotech
YOUR TECHNOLOGY IS OUR BUSINESS

#CyberFit
Partner



Description	Price	Quantity	Amount
Monthly Recurring Managed Server Monitoring Monthly Server Monitoring/Security/Support Services - includes Daily Workstation Maintenance tasks, (ie. Security Scan, Cookie Clean, Temporary File deletion) and Server Patching Automation - Also includes M-F 8:30am - 5:30pm Server support - Servers, Firewall Monitored 7x24 			
	\$735.00 Each	1	\$735.00

Monthly	\$735.00
Tax	\$0.00
Total	\$735.00

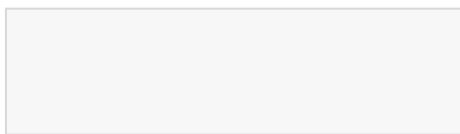
Approval:

This Proposal is effective only upon execution by LAN Infotech, LLC and the City of Dania Beach. Each party hereto warrants and represents that this Proposal constitute the legal, valid, and binding obligation of such party as of the date executed.

I, the undersigned, as an authorized representative of City of Dania Beach, have read and accepted the terms and conditions of this proposal and request that LAN Infotech, LLC provide the above products and services. This Proposal is in conjunction with the Terms and Conditions of Service “Terms”. This Proposal does not replace the Terms but incorporates all the provisions and obligations set forth in the Terms. Should any provision of the Terms and this Proposal conflict, the Proposal shall take precedence. By accepting this Proposal, you also accept the Terms. The Terms can be viewed at <https://www.laninfotech.com/terms-and-conditions>.

This Proposal consists of the terms above, the signature page, and any unique attachments to this Proposal. In the event of any inconsistency among these documents, precedence will be as follows: (1) Any subsequent Statement of Work; (2) Original Proposal; and (3) the Terms and Conditions.

City of Dania Beach

A rectangular box with a light gray background and a thin black border, intended for a signature.

(Darryl)

Date:



Public Services

City of Dania Beach

Memorandum

DATE: 10/24/2023

TO: Mayor and Commissioners

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

VIA: Fernando J. Rodriguez, Public Services Director
Dincer A. Ozaydin, Deputy Director/City Engineer

SUBJECT: APPROVAL TO PURCHASE VEHICLE UTILIZING FSA CONTRACTS

Request:

The Public Services Department (PSD) is requesting the purchase of eleven (11) Ford vehicles from awarded vendors Bachrodt FT (dba Palmetto Ford) and Dobbs Equipment utilizing FSA Contracts FSA23-VEL31.0 and FSA23-EQU21.0

Background:

The vehicle purchases for this fiscal year are required to equip new positions and replace aging vehicles across several departments. The Code Enforcement and the Beach Rangers positions will require additional vehicles, and other purchases will replace vehicles that have reached the end of their useful life. These vehicles have become increasingly unreliable due to age and mileage. Three pieces of heavy equipment will replace old, unreliable pieces that are needed during day-to-day operations and storm recovery. All purchases were approved for the current FY24 budget.

Budgetary Impact

PSD recommends approval to purchase nine (9) vehicles from Bachrodt FT (dba Palmetto Ford) in the amount of \$319,917.00, as broken down below:

Position/Department	Vehicle Type	Procurement cost	GL Account
Water Distribution	Ford F-250	\$55,124.00	401-33-02-533-64-20
Parks	Maverick	\$26,002.00	506-39-03-539-64-30
Parks	Maverick	\$26,002.00	506-39-03-539-64-30
Grounds	Ford F-450	\$82,779.00	506-39-03-539-64-30
Code	Maverick	\$26,002.00	506-39-03-539-64-30

Code	Maverick	\$26,002.00	506-39-03-539-64-30
Code	Maverick	\$26,002.00	506-39-03-539-64-30
Code	Maverick	\$26,002.00	506-39-03-539-64-30
Code	Maverick	\$26,002.00	506-39-03-539-64-30
	Total	\$319,917.00	

PSD also recommends approval to purchase two (2) pieces of heavy equipment from Dobbs Equipment in the amount of \$336,509.20 as broken down below:

Streets	Loader	\$238,464.00	506-39-03-539-64-30
Streets	Skid Steer	\$98,045.20	506-39-03-539-64-30

Recommendation

Public Services recommend City Commission approval of a resolution for the purchase of eleven (11) vehicles by utilizing awarded vendors and the pricing under the FSA Contracts FSA23-VEL31.0 AND FSA23-EQU21.0.

RESOLUTION NO. 2023-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PURCHASE OF NINE (9) FORD VEHICLES AND TWO (2) PIECES OF HEAVY EQUIPMENT, IN AN AMOUNT NOT TO EXCEED SIX HUNDRED FIFTY SIX THOUSAND FOUR HUNDRED TWENTY SIX DOLLARS AND TWENTY CENTS (\$656,426.20) FROM BACHRODT FT (D/B/A PALMETTO FORD) AND DOBBS EQUIPMENT, WITHOUT COMPETITIVE BIDDING, AND WITHOUT ADVERTISEMENT FOR BIDS, BY UTILIZING THE PRICING UNDER THE FLORIDA SHERIFFS ASSOCIATION ("FSA") CONTRACT FSA23-VEL31.0 AND FSA23-EQU21.0; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Charter of the City of Dania Beach, Part III, Article 3, Section 4, Subsection (j), authorizes the City Manager to purchase supplies, services, equipment and materials for the City government in amounts in excess of the established monetary threshold without competitive bidding and without advertisement for bids if he/she is authorized to do so in advance by a resolution adopted by the City Commission and 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 2023-24 Adopted Budget provides funding for the purchase of new and replacement vehicles and equipment for Public Services, Recreation, and Code Enforcement; and

WHEREAS, the Public Services Director has determined that the vehicle and equipment purchases can be made at the lowest cost to the City from Bachrodt FT (d/b/a Palmetto Ford) and Dobbs Equipment, utilizing the pricing under the Florida Sheriff's Association (FSA) Contracts FSA23-VEL31.0 and FSA23-EQU21.0; and

WHEREAS, the City Administration recommends that the City Commission waive formal bidding and approve the purchase of vehicles and equipment from Bachrodt FT and Dobbs Equipment using FSA Contracts.

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 City Commission authorizes the purchase of nine (9) Ford vehicles and two (2) pieces of heavy equipment, using FSA Contracts FSA23-VEL31.0 and FSA23-EQU21.0, valid through September 30, 2024, and a copy of FSA contract pricing for the purchases has been attached as “Exhibit A” and incorporated into this Resolution by this reference.

Section 3. That funding for this purchase is available and appropriated in the Fiscal Year 2023-24 Adopted Budget from the following sources:

Position/Department	Vehicle Type	Cost	GL Account
Water Distribution	Ford F-250	\$55,124.00	401-33-02-533-64-20
Parks	Maverick	\$26,002.00	506-39-03-539-64-20
Parks	Maverick	\$26,002.00	506-39-03-539-64-20
Grounds	Ford F-450	\$82,779.00	506-39-03-539-64-20
Code	Maverick	\$26,002.00	506-39-03-539-64-20
Code	Maverick	\$26,002.00	506-39-03-539-64-20
Code	Maverick	\$26,002.00	506-39-03-539-64-20
Code	Maverick	\$26,002.00	506-39-03-539-64-20
Code	Maverick	\$26,002.00	506-39-03-539-64-20
Streets	Loader	\$238,464.00	506-39-03-539-64-20
Streets	Skid Steer	\$98,045.20	506-39-03-539-64-30
	Total	\$656,426.20	

Section 4. That the City Commission authorizes the purchase of vehicles from Bachrodt FT (dba Palmetto Ford) in the amount of Three Hundred Nineteen Thousand Nine Hundred Seventeen Dollars (\$319,917.00) and Dobbs Equipment in the amount of Three Hundred Thirty-Six Thousand Five Hundred Nine Dollars and Twenty Cents (\$336,509.20), and further authorizes the proper City officials to execute the necessary documents for the purchases.

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 effective 10 days after passage.

PASSED AND ADOPTED on _____, 2023.

Motion by _____, second by _____.

FINAL VOTE ON ADOPTION:

Commissioner Joyce L. Davis _____

Commissioner Tamara James _____

Commissioner Marco Salvino _____

Vice Mayor Lori Lewellen _____

Mayor Archibald J. Ryan IV _____

ATTEST:

ELORA RIERA, MMC
CITY CLERK

ARCHIBALD J. RYAN IV
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

Palmetto Ford of Miami
7245 NW 36 Street Miami, Florida 33166
305-470-1334 Direct / 305-972-7133 Mobile
croders@palmettofordtrucks.com

FLORIDA SHERIFFS ASSOCIATION PRICE SHEET

Bid / Contract #: FSA23-VEL31.0

Purchaser: CITY OF DANIA BEACH

Address: 1201 STIRLING RD.

City: DANIA BEACH, FL. 33004

Date: 10/10/2023

Phone: 954-924-6808 X 3744

YAMIL LOBO

ylobo@daniabeachfl.gov

Base Model:	SPEC #174 2024 FORD MAVERICK AWD PICKUP - W8B	Price:	\$25,269.00
Inc.	AM/FM RADIO, AIR CONDITIONING		
Exterior / Interior Color:	WHITE / MEDIUM DARK SLATE VINYL		

Delivery Info: ESTIMATED AT 12 WEEKS FROM RECEIPT OF PURCHASE ORDER

Option #	999 - 2.0L ECOBOOST ENGINE	Price:	\$0.00
Option #	445 - FORD AUTOMATIC TRANSMISSION	Price:	\$0.00
Option #	TAG-NEW - YELLOW CITY TAG	Price:	\$403.00
Option #	3K - THIRD KEY	Price:	\$330.00
Option #		Price:	\$0.00
Option #		Price:	\$0.00
Option #		Price:	\$0.00
Option #		Price:	\$0.00
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Option #		Price:	\$0.00
Option #		Price:	\$0.00
Option #		Price:	\$0.00

Note:

Total Price of Base Unit and all Selected Options: \$26,002.00

Multiple Unit Purchase Total - Qty: 1 \$26,002.00

Florida Sheriff's Association Contract Options - FSA23-VEL31.0

Bidder: **Bachrodt FT, LLC. dba Palmetto Ford of Miami**

Item Make & Model: **Ford F450 Regular 4x4 F4H**

Item number: **28**

Order Code	Description	Price	Factory / Vendor Installed	Factory Installed - Discount % off MSRP	Vendor Installed Cost Plus % Markup
153	Front license plate bracket	N/C	Factory	0%	
512	Spare Tire, Jack and Wheel	\$326	Factory	7%	
18B	Cab Steps	\$298	Factory	7%	
3K	Third key	\$330	Vendor	0%	10%
41A	Rapid-Heat Supplemental Cab Heater. Req 99T 6.7L Engine	\$233	Factory	7%	
41H	Heater, Engine Block	\$93	Factory	7%	
43C	110V/400W Outlet	\$163	Factory	7%	
43K	2kW Pro Power	\$916	Factory	7%	
52S	Interior Work Surface	\$130	Factory	7%	
59H	Center High Mount Stop Lamp (CHMSL)	N/C	Factory	0%	
61J	Tire Jack	\$51	Factory	7%	
61L	Front Wheel Well Liners	\$167	Factory	7%	
65C	Fuel Tank, Dual Diesel (26.5 Gal.& 40 Gal.) Confirm body compatibility with dealer	\$581	Factory	7%	
65M	Fuel Tank, 26.5 Gal. Midship	\$116	Factory	7%	
76C	Exterior Back-up Chime	\$163	Factory	7%	
86S	Low Deflections Package	\$102	Factory	7%	
86M	Dual Batteries (78 Amp.)	\$195	Factory	7%	
872I	Factory Back-Up Camera Kit and Installation	\$646	Factory	7%	
91G	LED Warning Strobes - White, 360 degree dual beacon	\$605	Factory	7%	
91S	LED Warning Strobes - Amber, 360 degree dual beacon	\$605	Factory	7%	
96V	XL Value Package	\$209	Factory	7%	
98G	CNG/LPG Fuel Capable Engine (w/7.3) Contact Palmetto Ford for CNG/LPG conversion options	\$293	Factory	7%	
99T	6.7L V8 Diesel Engine	\$9,295	Factory	7%	
AERIAL-SLT-21-12	Signalier SLT-21 21' Working Height Aerial Scissor Lift, 3'x8' Aluminum Platform with Aluminum Tubing and Swing Door, Traverses 12' to Passenger Side, Mounted on 12' Flatbed, Two Tool Boxes, Hydraulic Outriggers (One on Front and Rear of Passenger Side), Add \$ 5,100 for 4' Traverse to Driver Side, Add \$30,675 for Hydraulic Sign Post Auger Crane with 14' Reach, 1,500lb capacity, 6" Radius. Inc. PTO, Req. CA84	\$110,072	Vendor		10%
AERIAL-SLT-29	Signalier SLT-29 29' Working Height Aerial Scissor Lift, 5'x8' Aluminum Platform with Aluminum Tubing and Door on side or rear (please specify), Traverses 5' Driver and Passenger Side, 11' Utility Body, Hydraulic Outriggers (One on Each Side), Inc. PTO, Req. CA84	\$125,109	Vendor		10%

AERIAL-SST-37-ENH	Versalift SST-37-ENH 42' Working Height Non-Insulated Single Man Aerial Bucket, Torsion Bars, 12V DC Power Back-up, GFCI Outlet in Platform, 9' or 11' Utility Body with Tailshelf. Add \$4,620 for 1,800 watt inverter on unit with battery and isolator, Add \$7,400 for Hydraulic Outriggers in lieu of Torsion Bars, Add \$8,000 for SST-37-EIH Insulated Unit, Add \$2,200 for SST-40-ENH 45' Working Height Non-Insulated Unit, Add \$10,000 for SST-40-EIH Insulated Unit. Inc. PTO. Req. CA84	\$92,950	Vendor		10%
AERIAL-TEL-29 EIH	Versalift TEL-29 EIH Telescopic 34' Working Height Insulated Aerial Bucket, Torsion Bars, 12V DC Power Back-up, GFCI Outlet in Platform, 9' or 11' Utility Body. Add \$6,800 for Hydraulic Outriggers in lieu of Torsion Bars, Subtract \$8,000 for TEL29-N Non-Insulated or TEL29-NE Non-Insulated Unit. Inc. PTO, Req. CA84 with 11' body	\$86,350	Vendor		10%
AERIAL-T-529	Signalier T-529 Articulating Traversing Platform, 29' Working Height, 29' Lateral Movement, 5'x8' Aluminum Platform, 9' Utility Body. Add \$1,900 for Traffic Direction Arrow Stick, Add \$4,400 for Dimensions Pure Sine Wave Inverter with isolator and aux. battery. Inc. PTO, Req. CA84 option	\$109,882	Vendor		10%
AERIAL-VST-36-I	Versalift VST-36-I Articulated Telescopic 41' Working Height Insulated Two Man Aerial Bucket, 9' Utility Body with Tailshelf. Deduct \$4,500 for Non-Insulated Unit, Add \$8,250 for Manual Jib, Hydraulic Winch with up to 1,000lb Capacity and Rear H-Frame Outriggers. Inc. PTO. Req. 68M 19,500 GVWR options	\$129,504	Vendor		10%
BOX-12VB	12'x 96"x 84" Aluminum Van Body, Dry Freight, Roll Up Rear Door, Hardwood Floor, 24" Threshold Plate, Dome Light, ICC Rear Bumper, Add \$887 for Full Width Step Bumper, Add \$327 for 1 Row of E-Track on 2 Walls, Add \$545 for Compsite Kickplate on 3 Walls, Add \$3,611 for 12' x 30" roller ramp, Add \$265 for 90" high body, Add \$442 for 96" high body. Req. CA84	\$12,845	Vendor		33%
BOX-14VB	14'x 96"x 84" Aluminum Van Body, Dry Freight, Roll Up Rear Door, Hardwood Floor, 24" Threshold Plate, Dome Light, ICC Rear Bumper, Add \$887 for Full Width Step Bumper, Add \$327 for 1 Row of E-Track on 2 Walls, Add \$565 for Compsite Kickplate on 3 Walls, Add \$4,251 for 12' x 30" roller ramp, Add \$265 for 90" high body, Add \$442 for 96" high body. Req. CA108	\$13,352	Vendor		33%
BOX-16VB	16'x 96"x 84" Aluminum Van Body, Dry Freight, Roll Up Rear Door, Hardwood Floor, 24" Threshold Plate, Dome Light, ICC Rear Bumper, Add \$887 for Full Width Step Bumper, Add \$327 for 1 Row of E-Track on 2 Walls, Add \$565 for Compsite Kickplate on 3 Walls, Add \$4,251 for 12' x 30" roller ramp, Add \$265 for 90" high body, Add \$442 for 96" high body. Req. CA120	\$13,595	Vendor		33%
BUCD	Aftermarket Back Up Camera with Dash Mounted Display	\$748	Vendor		15%
BUCM	Aftermarket Back Up Camera with Rear View Mirror Display	\$748	Vendor		15%
CA84	84" Cab to Axle / 169" Wheelbase	\$167	Factory	7%	
CA108	108" Cab to Axle / 193" Wheelbase	\$326	Factory	7%	
CA120	120" Cab to Axle / 205" Wheelbase	\$484	Factory	7%	
COMP-1	Boss 36CFM hydraulic compressor, Reelcraft 50'x1/2" hose reel, roller farilead through right rear compartment, FLR system, underbody air tank	\$15,958	Vendor		5%

COMP-2	Boss 10221 underdeck PTO driven air compressor, Reelcraft 50'x1/2" hose reel, roller farilead through right rear compartment, FLR system.	\$28,863	Vendor		5%
COMP-3	Vanair 14hp Kohler 5Kw Peak AC Gernerator 4.2Kw Contiuous, 20 CFM Compressor, 30 Gallon Air Tank, 1.9 Fuel Tank. Add \$1,267 for 50'x1/2" hose reel	\$7,548	Vendor		5%
COMP-4	Vanair Viper 40/100 Kohler 5.2Kw Generator, 120 Volt, 40 ICFM @ 100 PSIG @3,200 RPM 120 Volt, Operation Only, 20 Amp & 30 Amp Outlets. Add \$1.845 for Auxillary Control Panel (specify mounting location), Add \$1,267 for 50'x1/2" hose reel	\$16,706	Vendor		5%
COMP-5	VMAC DTM70 PTO Driven Compressor System No Pump or Air Tank. Add \$1,267 for 50'x1/2" hose reel	\$18,724	Vendor		5%
COMP-6	VMAC DTM H70 PTO Driven Compressor System with Hydraulic Pump, No Air Receiver Tank. Add \$1,267 for 50'x1/2" hose reel	\$21,615	Vendor		5%
CONTAINER	Stellar 53036 container carrier includes: reservoir and valve bank for cable controls-96" three section, plastic fender assembly, 30k pintle hitch bumper assembly, 20k pintle, 7 & 4 wire trailer connector, Add \$24,593 for rotator	\$51,636	Vendor		12%
CRANE-1	Electric/Hydraulic - 3,200lb. - Stellar EC3200 or Venturo ET8KX. Req. Body with crane reinforcement or crane body	\$18,570	Vendor		6%
CRANE-2	Electric/Hydraulic - 3,500lb. - Venturo ET12KX. Req. Body with crane reinforcement or crane body	\$18,416	Vendor		6%
CRANE-3	Electric/Hydraulic - 4,000lb. - Venturo ET16KX, Add \$3,126 for Stellar EC4000, Add \$5,661 for Autocrane 4004EH. Req. Body with crane reinforcement or crane body	\$20,899	Vendor		6%
CRANE-4	Electric/Hydraulic - 4,500lb. - Venturo ET18KX. Req. Body with crane reinforcement or crane body	\$21,540	Vendor		6%
CRANE-5	Electric/Hydraulic - 5,000lb. - Stellar EC5000, Add \$1,933 for Venturo ET25KX, Add \$5,942 for Autocrane 5005EH. Req. 30J crane	\$26,535	Vendor		6%
CRANE-6	Electric/Hydraulic - 6,000lb. - Stellar EC6000 or Venturo ET36KX, Add \$6,187 for Autocrane. Req. 38J crane body	\$29,734	Vendor		6%
CRANE-7	Hydraulic - 7,500lb. Stellar 7621 38K ft.lb. crane, wireless remote with back up pendant control. Req. CRANE-BOD7	\$31,926	Vendor		6%
CRANE-8	Hydraulic - 7,500lb. Stellar 7630 44K ft.lb. crane, wireless remote with back up pendant control. Req. CRANE-BOD7	\$34,638	Vendor		6%
CRANE-9	Hydraulic - 9,000 Lb. Stellar 9621 55K crane, wireless remote with back up pendant control. Req CRANE-BOD8	\$36,566	Vendor		6%
CRANE-10	Hydraulic - 10,000lb Stellar 10621 55K ft.lb. crane, wireless remote with back up pendant control. Req. CRANE-BOD8	\$36,566	Vendor		6%
CRANE-BOD1	Knapheide 6108D54-CRK 9' Crane Body for up to 4,000lb crane, Inc. crane bumper, standard shelves, manual outriggers and integrated hitch receiver. Add \$2,900 for Reading body	\$23,501	Vendor		15%
CRANE-BOD2	Knapheide 6132D54-CRK 11' Crane Body for up to 4,000lb crane, Inc. crane bumper, standard shelves, manual outriggers and integrated hitch receiver. Add \$3,300 for Reading body	\$26,112	Vendor		15%
CRANE-BOD3	Knapheide 6108DL30 9' Crane Body for up to 6,000lb. crane, Inc. crane bumper, standard shelves, manual outriggers and integrated hitch receiver. Add \$1,017 for 6108DLR-30 with raised curbside compartment. Req. crane selection	\$36,525	Vendor		15%

CRANE-BOD6	Knapheide 6132DL30 11 Crane Body for up to 6,000lb. crane, Inc. crane bumper, standard shelves, manual outriggers and integrated hitch receiver. Add \$841 for 6108DLR-30 with raised curbside compartment. Req. crane selection	\$36,061	Vendor		15%
CRANE-BOD7	Knapheide KMT1 6132DLR-44K 11' crane body with torq-isolator crane support system, (6) resessed cargo tie downs in floor - 6,000lb capacity, LED light package, 21" work surface rear bumper with thru compartment, vise plate, 2" receiver tube, hydraulic pump for crane, hydraulic reservoir guard, master locking system, cab protector, (4) work lights, hydraulic outriggers, 44" high side packs, 60" high right front vertical compartment with T-handles, seven drawer unit in first virticle compartment, gas bottle retainer, vented top and bottom. Req. CA84, Crane Selection and 68M 19,500 GVWR options	\$58,167	Vendor		10%
CRANE TRUCK PKG1	Reading MM225 Master Mechanic 11' Crane Body, Palfinger 5,000lb EH crane. crane, 4 corner LED work lights, 4 tie-downs in cargo area, standaard shelves	\$68,778	Vendor		8%
CRANE TRUCK PKG2	Reading RM45HD 11' Crane Body, Palfinger 8,000lb Hydraulic crane. Radio remote, proportional control, hydraulic outriggers, PTO, pump, tank, front strobes, standard shelves	\$99,033	Vendor		7%
CS	Cab Shield - Back of Cab Aluminum with Mesh Window	\$1,265	Vendor		15%
DSIP	Dealer stock inventory purhcase - Specs to be determined, Inc. floorplan, insurance costswill vary and impact cost	\$3,000	Vendor		0%
DUMP-TRASH12	12' Blue Ridge Steel Trash Dump, 42" sides and barn doors, tarp system. Req. CA84	\$19,313	Vendor		25%
DUMP-9/2YD	T1, Knapheide or Reading 9' 2-3YD dump. 12" sides, 6" board, electric hoist. Add \$1,200 for drop down sides, Add \$994 for Manual Tarp, Add \$1,590 for Ground Level Controled Tarp, Add \$2,844 for Electric Tarp	\$19,719	Vendor		25%
DUMP-9/3YD	T1 or Knapheide or Reading 9' 3-4YD dump with 16" sides, 6" board, electric hoist. Add \$1,200 for drop down sides, Add \$994 for Manual Tarp, Add \$1,590 for Ground Level Controled Tarp, Add \$2,844 for Electric Tarp.	\$20,063	Vendor		25%
DUMP-11/2YD	T1, Knapheide or Reading 11' 2-3YD dump. 12" sides, 6" board, electric hoist. Add \$1,200 for drop down sides, Add \$994 for Manual Tarp, Add \$1,590 for Ground Level Controled Tarp, Add \$2,844 for Electric Tarp. Req 84CA option	\$20,331	Vendor		25%
DUMP-11/3YD	T1, Knapheide or Reading 11' 3-4YD dump with 16" sides, 6" board, electric hoist. Add \$1,200 for drop down sides. Add \$994 for Manual Tarp, Add \$1,590 for Ground Level Controled Tarp, Add \$2,844 for Electric Tarp. Req. CA84 option	\$20,719	Vendor		25%
DUMP-12CD	T1, Knapheide or Reading 12' Contractors Dump, 14" Sides, Barn Doors ICC Rear Bumper, Electric Hoist. Add \$994 for Manual Tarp, Add \$1,590 for Ground Level Controled Tarp, Add \$2,844 for Electric Tarp. Req. CA84 option	\$17,963	Vendor		25%
DUMP-14CD	T1, Knapheide or Reading 14' Contractors Dump, 14" Sides, Barn Doors ICC Rear Bumper, Electric Hoist. Add \$994 for Manual Tarp, Add \$1,590 for Ground Level Controled Tarp, Add \$2,844 for Electric Tarp. Req. CA108 option	\$19,769	Vendor		25%

DUMP-16CD	T1, Knapheide or Reading 16' Contractors Dump, 14" Sides, Barn Doors ICC Rear Bumper, Electric Hoist. Add \$994 for Manual Tarp, Add \$1,590 for Ground Level Controlled Tarp, Add \$2,844 for Electric Tarp. Req. CA120 option	\$21,431	Vendor		25%
FCS	Four Corner LED Strobes (Specify White or Amber). Add \$150 for Whelen	\$633	Vendor		15%
FCSS	Four Corner LED Split White/Amber Strobes. Add \$150 for Whelen	\$690	Vendor		15%
FLATBED-9	T1 or Knapheide 9' smooth steel flatbed, Add \$2,771 for 40" removable stake sides, Add \$4,767 for electric hoist, Add \$3,381 for Blue Ridge Workhorse flatbed	\$6,322	Vendor		28%
FLATBED-10	T1 or Knapheide 10' smooth steel flatbed, Add \$2,816 for 40" removable stake sides, Add \$4,767 for electric hoist, Add \$5,969 for Blue Ridge Workhorse flatbed	\$6,528	Vendor		28%
FLATBED-12	T1 or Knapheide 12' smooth steel flatbed, Add \$3,282 for 40" removable stake sides, Add \$5,051 for electric hoist, Add \$3,574 for Blue Ridge Workhorse flatbed	\$6,971	Vendor		28%
FLATBED-14	T1 or Knapheide 14' smooth steel flatbed, Add \$3,372 for 40" removable stake sides, Add \$5,226 for electric hoist, Add \$3,014 for Blue Ridge Workhorse flatbed	\$8,225	Vendor		28%
FLATBED-16	T1 or Knapheide 16' smooth steel flatbed, Add \$3,462 for 40" removable stake sides, Add \$6,101 for electric hoist, Add \$3,224 for Blue Ridge Workhorse flatbed	\$8,952	Vendor		28%
FSPKG1	51" Federal Signal Valor Amber Lightbar with Front and Rear Full Flood Feature, Six Button Controller, Federal Signal White LED Corner Strobes with 19 Patterns, 100AMP Circuit Breaker	\$3,471	Vendor		10%
FSPKG2	51" Federal Signal Valor Amber Lightbar with Front and Rear Full Flood Feature, Six Button Controller, Federal Signal White LED Corner Strobes with 19 Patterns, HID Stryker Wired Dash Remote, 100AMP Circuit Breaker	\$4,395	Vendor		10%
FSPKG3	51" Federal Signal Valor Amber Lightbar with Front and Rear Full Flood Feature, Six Button Controller, Federal Signal White LED Corner Strobes with 19 Patterns, HID Stryker Wired Dash Remote, 800 Watt Inverter, 100AMP Circuit Breaker	\$4,670	Vendor		10%
FSPKG4	51" Federal Signal Valor Amber Lightbar with Front and Rear Full Flood Feature, Six Button Controller, Federal Signal White LED Corner Strobes with 19 Patterns, HID Stryker Wired Dash Remote, 1,000 Watt Inverter, 100AMP Circuit Breaker	\$5,165	Vendor		10%
GATE-1	Maxon 1342 Liftgate for Utility Body - 1,300lb TP27. Add \$345 for 1,600lb TP27, Add \$313 for 1,300lb TP38, Add \$560 for 1,600lb TP38	\$4,425	Vendor		15%
GATE-2	Thieman 15ET 1,500lb 26+5 Liftgate for Utility Body, Add \$757 for 1,500lb 42+5	\$5,158	Vendor		15%
GATE-3	Tommy Gate 1342 Liftgate for Utility Body - 1,300lb TP27. Add \$370 for 1,600lb TP27. Inc. light kit.	\$5,084	Vendor		15%
GATE-4	Maxon 1650 Liftgate for Flatbed - 1,600lb TP35, Add \$422 for TP41, Add \$929 for EA37 Aluminum Platform, Add \$1,328 for EA41 Aluminum Platform.	\$5,847	Vendor		15%
GATE-5	Theiman TVL-16 Railgate for Flatbed - 1,600lb 90" X 36". Add \$799 for 2,000lb, Add \$1,068 for 2,000 42", Add \$1,866 for 3,000lb 36", Add \$2,125 for 3,000lb 42"	\$6,907	Vendor		15%
GATE-6	Anthony ASTL20 2,000lb liftgate for Van Body	\$7,767	Vendor		15%
GATE-7	Tommygate 89-16TP42 1,600 lb Railgate for Van Body	\$7,767	Vendor		15%

GATE-8	Tommygate 89-20EA55 2,000 lb Railgate for Van Body	\$9,017	Vendor		15%
GOOSE-B	Knapheide PGTB-96 9' Gooseneck body. Stake pockets, turn over ball, class V receiver hitch, safety chains and 7-way plug at two locations, rub rails, integrated LED lights on bulkhead and rear skirt. Add \$800 for PGNB-116 11' body and requires CA84, Inc. Gooseneck attachment.	\$10,040	Vendor		29%
GOOSE-C	Knapheide PGTC-96 9' Gooseneck body. Stake pockets, turn over ball, class V receiver hitch, safety chains and 7-way plug at two locations, rub rails, integrated LED lights on bulkhead and rear skirt, full skirting with side front and side rear toolboxes. Add \$620 for PGNC-116 11' body and requires CA84, Inc. Gooseneck attachment.	\$15,168	Vendor		29%
GOOSE-D	Knapheide PGTD-96 9' Gooseneck body. Class V receiver hitch, safety chains and 7-way plug at two locations, integrated LED lights on bulkhead and rear skirt, three-quarter length flip top tool compartments, 36" high front compartments, 8" deep rear step. Add \$1,100 for PGND-116 11' body and requires CA84, Inc. Gooseneck attachment.	\$20,623	Vendor		29%
INVERTER	800 watt inverter (no remote). Add \$248 for 1,500 watt, Add \$400 for 2,500 watt, Add \$490 for 3,000 watt, Add \$199 for remote. Add \$1,200 for 1,500 watt pure sine wave with remote, Add \$ 1,690 for 3,000 watt pure sine wave with remote.	\$748	Vendor		15%
LABOR	Hourly Labor Rate	\$201	Vendor		
LR	Ladder Rack - Service body side ladder rack	\$1,728	Vendor		15%
MLB	20" to 23" Mini Light Bar. Add \$498 for Whelen	\$689	Vendor		
NLBR	Non-Listed Body Request - Contact Palmetto Ford with details	\$0	Vendor		
NLER	Non-Listed Equipment Request - Contact Palmetto Ford with details	\$0	Vendor		
PROTECT-MAINT	Ford Protect Maintenance Plan - Contact Dealer	\$0	Vendor		0%
PROTECT-EXTEND	Ford Protect Extended Coverage Plan - Contact Dealer	\$0	Vendor		0%
PTO	Power Take Off and Pump	\$8,012	Vendor		15%
RACK-1	Aluminum single side pipe rack for 9' utility body from top of windshield to rear bumper, expanded metal on bottom. Add \$874 for full length from bumper to bumper, Add \$238 for 11' body single side, Add \$1,228 for 11' body bumper to bumper.	\$2,398	Vendor		15%
RACK-2	Aluminum full width pipe rack for 9' utility body from top of windshield to rear bumper, expanded metal on bottom. Add \$1,7543 for full length from bumper to bumper, Add \$382 for 11' body single side, Add \$1,825 for 11' body bumper to bumper.	\$2,812	Vendor		15%
SLINER	Spray Liner for 9' Utility Body (Compartment Tops, Cargo Area and Top of Rear Bumper). Add \$255 for 11' Utility Body, Deduct \$100 for Flatbed (floor) up to 16'	\$1,883	Vendor		15%
SPOT	Back of cab high mounted remote operated GoLight spot light	\$957	Vendor		15%
TAG-NEW	New Yellow Tag - Includes Registration and Administrative Fees	\$403	Vendor		15%
TAG-TEMP	Temporary Tag - Includes Registration and Administrative Fees	\$58	Vendor		15%
TAG-TRANS	Transfer Existing Tag - Includes Transfer of Non-Expired Tag and Administrative Fees	\$288	Vendor		15%

TB	Buyers 24"x18"x18 Steel Underbody Tool Box, Add \$50 for 30", Add \$100 for 36", Add \$240 for 48". Add \$327 for 36" aluminum, Add \$460 for 48" aluminum, Add \$288 for frame brackets for dump body selection	\$559	Vendor		15%
TGM	LT225/70Rx19.5G BSW A/T (4) Rear	\$177	Factory	7%	
TINTS	Tinted Glass - Aftermarket	\$213	Vendor		15%
TOWPKG	Towing Package. Inc. 7-way flat trailer plug, hitch, 2" or 2-5/16" ball. Add \$158 for pintle / ball combo.	\$1,440	Vendor		15%
UTILITY-9	9' Utility Body - Knapheide or Reading. Add \$1,494 for Flip Top, Add \$1,258 for Compartment Lighting, Add \$708 for Master Lock System, Add \$1,575 for Remote Keyless Entry, Add \$1,238 for 46" Side Packs, Add \$7,773 for 50.5" IH Enclosed Body, Add \$8,210 for 60.5" IH Enclosed Body, Add \$8,546 for 72.5" IH Enclosed Body	\$13,793	Vendor		28%
UTILITY-11	11' Utility Body - Knapheide or Reading. Add \$1,767 for Flip Top, Add \$1,447 for Compartment Lighting, Add \$792 for Master Lock System, Add \$2,146 for Remote Keyless Entry, Add \$1,343 for 46" Side Packs. Add \$7,590 for 50.5" IH Enclosed Body, Add \$8,026 for 60.5" IH Enclosed Body, Add \$8,463 for 72.5" IH Enclosed BodyReq. CA84 option	\$16,657	Vendor		28%
WATER-VALE-EX	14' paltform, spray liner, rear street side access step, WACHS TM-7 HD automated valve excerciser, TC-100 tablet controller, KnapPack cross body tool box, 66"x48"x18" vertical compartment, 24" toolbox (2), 48" toolbox, crane pedestal, specialized front bumper with hydraulic and electrical ports, 3,000lb. hydraulic lift platform system. Req. CA108	\$125,063	Vendor		15%
X4L	Axle, Limited Slip Ratio 4.30 (6.7L)	\$367	Factory	7%	
X4N	Axle, Limited Slip Ratio 4.10 (6.7L)	\$367	Factory	7%	
X8L	Axle, Limited Slip Ratio 4.88 (6.7L or 7.3L)	\$367	Factory	7%	

Bidder: Bachrodt FT, LLC. dba Palmetto Ford of Miami
Item Make & Model: Ford Maverick FWD W8A
Item number: 119

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Item Make & Model: Ford Maverick FWD W8A
Item number: 119

Palmetto Ford of Miami
7245 NW 36 Street Miami, Florida 33166
305-470-1334 Direct / 305-972-7133 Mobile
croddgers@palmettofordtrucks.com

FLORIDA SHERIFFS ASSOCIATION PRICE SHEET

Bid / Contract #: FSA23-VEL31.0

Purchaser: CITY OF DANIA BEACH

Address: 1201 STIRLING RD.

City: DANIA BEACH, FL. 33004

Date: 10/05/2023

Phone: 954-924-6808 X 3744

YAMIL LOBO

ylobo@daniabeachfl.gov

Base Model:	SPEC #28 2024 FORD F450 REGULAR CAB 4X4 - F4H (16,500 GVWR)	Price:	\$50,731.00
Inc.	AM/FM RADIO, AIR CONDITIONING		
Exterior / Interior Color:	WHITE / MEDIUM DARK SLATE VINYL		

Delivery Info: ESTIMATED AT 20 WEEKS FROM RECEIPT OF PURCHASE ORDER

Option #	99T - 6.7L V8 DIESEL ENGINE	Price:	\$9,295.00
Option #	44G - FORD 10-SPEED AUTOMATIC TRANSMISSION	Price:	\$0.00
Option #	64Z - 19.5 X 6 ARGENT PAINTED STEEL WHEELS	Price:	\$0.00
Option #	TGJ - LT225/70R19.5G TIRES	Price:	\$0.00
Option #	X4N - 4.10 LIMITED SLIP REAR AXLE	Price:	\$367.00
Option #	90L - POWER GROUP	Price:	\$0.00
Option #	153 - FRONT LICENSE PLATE BRACKET	Price:	\$0.00
Option #	3K - THIRD KEY	Price:	\$330.00
Option #	DUMP-9/3YD - 9' 3/4 YARD DUMP BODY, 16" SIDES, 6" BOARD, ELECTRIC	Price:	\$21,653.00
Option #	HOIST, GROUND LEVEL CONTROL TARP SYSTEM	Price:	\$0.00
Option #	TAG-NEW - NEW YELLOW CITY TAG	Price:	\$403.00
Option #		Price:	\$0.00
Option #		Price:	\$0.00
Option #		Price:	\$0.00
Option #		Price:	\$0.00
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Option #		Price:	\$0.00
Option #		Price:	\$0.00
Option #		Price:	\$0.00

Note:

Note:

Total Price of Base Unit and all Selected Options: \$82,779.00

DOBBS

E Q U I P M E N T

A John Deere Dealer

**FLORIDA SHERIFFS ASSOCIATION
FLORIDA ASSOCIATION OF COUNTIES
2023-2024 Contract for Vehicles and Equipment
Contract Number FSA23-EQU21.0
Spec# 233 CTL Track Loader-3,100 lb
John Deere 331G Skid Steer Cab Hi Flow**

October 2, 2023

Quote For: City of Dania Beach

Reference: 331G Compact Track

Base Unit:

One (1) John Deere 331G Skid Steer	\$76,200.00
Manual Quick coupler/Horn/Back Up Alarm/ 15.8" Wide Rubber Tracks ISO EH Joystick Controls/84" Construction bucket with Edge Vinyl Seat/JD Link GPS System	

Stated Options From Contract:

2650 Upgrade to 17.7 inch Zig-Zag Tracks	410.00
Deluxe Radio Add AM/FM Radio with Bluetooth	516.00
Tier Pkg 0755 Add Cab A/C, Power Quick tach air ride seat, high flow Ride Control, Reversing Fan And LED Light Package	8,595.00
BYT10454 Joystick Performance Package	849.00
BYT10048 Beacon Warning Light	443.00
Air Seat Air ride Cloth Seat	537.00
8060 engine air pre cleaner	390.00
RV Camera Add Rear View Camera	730.00
CW 1 st set of counterweights	322.00
HD Grill Add Heavy Duty Rear Grille	418.00
8525 Add Severe Duty Front Door(Lexan)	1,888.00
05V1T GS84B-84" Scrap Grapple Bucket	5,884.00

Non-Specified Options @ 20% Discount from List

AT436025 Boom mounted hose guide kit	102.00
T415141 Add Cutting edge to Grapple Bucket	<u>977.00</u>
Total Non-Specified Options	1,079.00
Less 20% Discount	(215.80)
Total Non-Specified Options Less Discount	<u>863.20</u>

Total 2023-2024 FSA Price FOB Dania Beach, FL	\$98,045.20
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MADE IN THE U.S.A.

Greg Dudek, Governmental Sales Manager

3933 Martin Luther King Jr. Blvd

West Palm Beach, FL 33404

Cell Phone (239)-470-0822

Fax (561) 848-7099



A John Deere Dealer

**FLORIDA SHERIFFS ASSOCIATION
FLORIDA ASSOCIATION OF COUNTIES
2023-24 Contract for Vehicles and Equipment
Contract Number FSA23-EQU21.0
Spec #244 3.0 Yard Wheel Loader
John Deere 524P 2.75yd Bucket Hyd Quick Coupler**

October 2, 2023

Quote For: City of Dania Beach

Base Unit:

One (1) Deere 524P Loader with:	\$205,300.00
Cab with A/C and Heat, 3.00 yard Bucket	
5121 20.5X25 L-3 Radial Tires	
3046 Axles, Standard Rear, Hyd Front Diff Lock	

Stated Options from Contract:

Level-3 Pkg LED Lights, Premium Seat HD Air with vent/heat,	
Premium Radio and Ride Control	6,903.00
Aux Equip Pkg Add Beacon light, seat belt light, fire Ext and SMV Emblem	940.00
7054 3 rd Function Hydraulics to front coupler	1,874.00
7403 Hydraulic Quick coupler	4,867.00
8501 Add Auto Reverse fan, Cab Air Precleaner and engine precleaner	2,740.00
8502-1 Environmental drains, sampling ports and engine compartment light	496.00
8042 Add Axle Cooling and Filtration	1,826.00
1102 Advanced Object(Radar) detection system	1,994.00
8505-1 Transmission and Bottom Guards	<u>1,708.00</u>

Non-Specified Options Less 20% Discount From List:

8042 Axle Oil Cooling and Filtration	2,283.00
0953 Advanced Vision System-two digital cameras	5,178.00
0655 Locking front and Rear Differential, Auto Diff Lock,	
Throttle lock, 5 speed Powershift	<u>4,814.00</u>
Total Non-Specified Options List Price	\$12,275.00
Less 20% Stated Discount	(2,455.00)
Total Non-Specified Options	<u>9,820.00</u>

Total 2023-2024 Sheriffs Contract Price FOB Dania Beach	\$238,464.00
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MADE IN THE U.S.A.

Greg Dudek, Governmental Sales Manager
3933 Martin Luther King Jr West Palm Beach, FL 33404
Cell Phone (239)-470-0822 Fax (561) 848-7099



DOBBS

EQUIPMENT

Florida Sheriffs Association, Bid FSA23-EQU21.0 Equipment

FSA Bid Spec #223 - Skid Steer - 3100 LB Operating Capacity, Track Only

John Deere Model 331G, Compact Track Loader - Stated Options

Discount off MSRP List Price for Non-Specified Options = 20%

Base Price

\$76,200

Spec #	Option Code	Description	Price
223	JD 317G	Downgrade to John Deere model 317G	-\$17,000
223	JD325G	Downgrade to John Deere model 325G	-\$8,205
223	P-JD 317P	Downgrade to P-Series John Deere model 317P (when available)	-\$11,043
223	P-JD 325P	Downgrade to P-Series John Deere model 325P (when available)	-\$1,732
223	JD333G	Upgrade to John Deere model 333G with cab and A/C	\$17,150
223	P-JD 331P	Upgrade to P-Series John Deere model 331P (when available)	\$7,541
223	P-JD 333P	Upgrade to P-Series John Deere model 333P (when available)	\$25,653
223	2650	Upgrade to 17.7 inch zig zag tracks	\$410
223	Cab A/C	Add enclosed cab with A/C to JD (317G-325G only)	\$4,523
223	Deluxe Radio	Add AM/FM radio with BlueTooth (all models)	\$516
223	Tier Pkg-0752	Add enclosed cab, A/C, power quick-tach, self level, air ride (331G only)	\$5,538
223	Tier Pkg-0755	Add enclosed cab, A/C, power quick-tach, self level, air ride, high-flow, LED (331G only)	\$8,595
223	BYT10454	Add joystick EH performance package, installed (all models)	\$849
223	Att Control	Add electrical attachment control kit, installed (325G - 333G only)	\$1,275
223	BYT10048	Add beacon warning light, installed (325G - 333G only)	\$443
223	LED Lights	Add deluxe LED light package, installed (all models)	\$1,012
223	Air Seat	Add air suspension seat (all models)	\$537
223	8060	Add engine air pre-cleaner (325G - 333G only)	\$390
223	RV Camera	Add rear view camera (all models)	\$730
223	CW	Add counterweights, priced per set (all models)	\$322
223	HD Grille	Add HD rear grille (325G - 333G only)	\$418
223	Cross Slope	Add on-board grade indication (cross-slope) (331G - 333G only)	\$1,289
223	8525	Add severe duty door (325G - 333G only)	\$1,888
223	BYT11494	Add severe duty door, installed (317G only)	\$2,715
223	BYT12107	Add rear bumper guard, installed (317G only)	\$2,243
223	BYT10943	Add rear bumper guard, installed (325G - 331G only)	\$2,297
223	BYT10261	Add rear bumper guard, installed (333G only)	\$2,297
223	BYT12664	Add severe duty forestry package	\$5,818
223	QC-Forks	Add 48" heavy duty coupler forks	\$1,440
223	OATOT	Add MP84B, 84" multi-purpose bucket	\$5,147.00
223	OCBOT	Add HH80C hyd. hammer w/SSL mount, installed (325G-333G)	\$12,546.00
223	05T1T	Add GS72B, 72" scrap grapple bucket	\$4,852.00
223	05V1T	Add GS84B, 84" scrap grapple bucket (320 only)	\$5,884.00
223	0302KV	Add BA72, 72" angle broom (324G-330G-332G)	\$7,359.00
223	0303KV	Add BA84, 84" angle broom (324G-330G-332G)	\$7,563.00
223	05Q1T	Add GR72B, 72" rock/brush grapple (324G-330G-332G)	\$4,893.00
223	05R1T	Add GR84B, 84" rock/brush grapple (324G-330G-332G)	\$5,733.00
223	03A0T	Add RR72, 72" grapple root rake (324G-330G-332G)	\$6,911.00

223	03C0T	Add RR84, 84" grapple root rake (324G-330G-332G)	\$7,908.00
223	03N1T	Add PA30 planetary auger with 12" bit (324G-330G-332G)	\$2,864.00
223	0314KV	Add BP72C, 72" pick-up broom (324G-330G-332G)	\$7,655.00
223	0315KV	Add BP84C, 84" pick-up broom (324G-330G-332G)	\$8,897.00



DOBBS

EQUIPMENT

Florida Sheriffs Association, Bid FSA23-EQU21.0 Equipment

Specification #244 - Wheel Loader - 3.0 CU YD

John Deere Model 524P, Wheel Loader - Stated Options

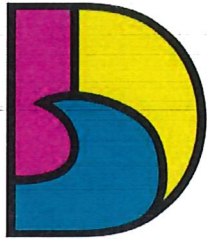
Discount off MSRP List Price for Non-Specified Options = 20%

Base Price

\$205,300

<u>Spec #</u>	<u>Option Code</u>	<u>Description</u>	<u>Price</u>
244	JD 444P	Downgrade to John Deere model 444P loader, 2.5 yd	-\$21,900
244	JD 444G	Downgrade to John Deere model 444G loader, 2.5 yd.	-\$49,450
244	JD 544G	Downgrade to John Deere model 544G loader, 3.0 yd.	-\$22,900
244	JD 544P	Upgrade to John Deere model 544P loader, 3.25 yd.	\$14,250
244	JD 624P	Upgrade to John Deere model 624P loader, 3.75 yd.	\$44,695
244	JD 644P	Upgrade to John Deere model 644P loader, 4.5 yd.	\$126,000
244	JD 644G	Upgrade to John Deere model 644G loader, 4.25 yd.	\$53,650
244	JD 644X Hybrid	Upgrade to John Deere model 644X Hybrid Loader, 4.75 yd.	\$152,000
244	Level-2 Pkg	Add 140 Amp Alt, 15 amp conv, premium seat, AM/FM radio, ride control	5330
244	Level-3 Pkg	Add level-2 pkg plus premium AM/FM Bluetooth radio, LED work lights	\$6,903
244	Aux Equip Pkg	Add beacon light, seat belt indicator, fire extinguisher, SMV emblem	\$940
244	7054	Add three function hydraulics	\$1,874
244	8501	Add auto reverse fan, cab air pre-cleaner, centrifugal engine pre-cleaner	\$2,740
244	8502-1	Add environmental drains, sampling ports, engine compartment light	\$496
244	8502-2	Add quick fluid service w/ enviromental drains (644 only)	\$879
244	8042	Add axle oil cooling and filtration	\$1,826
244	706018	Add front window guard	\$4,482
244	8295	Add remote heated and powered ext mirrors (premium cab only)	\$598
244	1102	Add advanced object (radar) detection system	\$1,994
244	8505-1	Add transmission and bottom guards (444-624)	\$1,708
244	8505-2	Add transmission and bottom guards (644 only)	\$2,142
244	BYT11093	Add rear tire deflector platforms (444-624)	\$9,086
244	BYT11788	Add rear tire deflector platforms (644 only)	\$9,900
244	BYT11092	Add grill guard (requires rear tire deflector platforms)	\$3,505
244	QC275MP	Add 2.75 CU YD multi purpose bucket (444-544)	\$19,255
244	QC300GB	Add 3.0 CU YD grapple bucket (444-544)	\$17,490
244	7403	Add hydraulic quick coupler (444-624)	\$4,867
244	7402	Add hydraulic quick coupler (644 only)	\$6,374
244	QC300SR	Add loader rake (444-624)	\$11,765
244	7501/7703	Add 60x72 QC fork set (444-624)	\$10,969
244	7503/7703	Add 96x72 QC fork set (444-624)	\$13,612

Note: Wate Handler Loader packages quoted on request



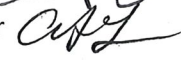
DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

**CITY OF DANIA BEACH
COMMUNITY DEVELOPMENT DEPARTMENT
MEMORANDUM**

DATE: October 24, 2023

TO: Honorable Mayor and Commissioners

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

VIA: Eleanor Norena, CFM, Director 
Corinne Lajoie, AICP, Deputy Director 

SUBJECT: Resolution to support an application to the Broward Metropolitan Planning Organization (MPO) as part of the complete street and other localized initiative programs for the construction of Southwest 1st Avenue and Northwest 1st Avenue complete street project.

Request

To request support for an application to the Broward Metropolitan Planning Organization (MPO) as part of the complete street and other localized initiative programs and authorize the City of Dania Beach to secure funding for the reconstruction of West 1st Avenue complete street project.

Background

On July 25, 2023, both City and CRA staff met with Broward MPO for a Complete Streets and other Localized Initiatives Program (CSLIP) pre-application meeting. The MPO's CSLIP provides funding for small local transportation projects that will improve the safety and mobility for all transportation users in Broward County. This competitive grant program can fund projects such as (but not limited to): complete street projects, traffic calming and intersection improvements, ADA upgrades, mobility hubs, bus shelters, bike racks and technology advancements such as transit signal priority and traffic control devices.

On September 13, 2023, the City Commission approved a Resolution of support for this project. This request is to include specific language identifying the City's commitment to funding upfront costs to be reimbursed per the LAP Agreement.

The objection of our interest is submitting a CSLIP application to secure an additional source of funding for the construction of Southwest 1st Avenue and Northwest 1st Avenue streetscape improvements. As part of our application, the MPO requires an approved resolution reflecting the Commission's support/approval for the application.

Recommendation

Community Development is recommending approval of the resolution reflecting the City Commission's support of the CSLIP application with the revised language.

RESOLUTION NO. 2023-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING RESOLUTION 2023-09, AND SUPPORTING AN APPLICATION TO THE BROWARD METROPOLITAN PLANNING ORGANIZATION AS PART OF THE COMPLETE STREETS AND OTHER LOCALIZED INITIATIVE PROGRAM AND AUTHORIZING THE CITY OF DANIA BEACH'S APPLICATION TO SECURE FUNDING FOR THE CONSTRUCTION OF WEST 1ST AVENUE-COMPLETE STREET PROJECT ALONG WEST 1ST AVENUE FROM OLD GRIFFIN ROAD TO STIRLING ROAD.

WHEREAS, the Broward Metropolitan Planning Organization (the "MPO") approved the Complete Streets and other Localized Initiatives Program (CSLIP) on July 9th, 2015; and

WHEREAS, the West 1st Avenue Complete Street Project, along West 1st Avenue from Old Griffin Road to Stirling Road (the "Project") will be evaluated and ranked by the MPO, then vetted to determine programmability in accordance with the CSLIP policies; and

WHEREAS, a resolution from the City of Dania Beach (the "City") Commission stating support for the Project is required to establish funding eligibility; and

WHEREAS, federally funded projects off the state highway system are delivered using the federally mandated Local Agency Program (LAP) process; and

WHEREAS, the City acknowledges that the project will be delivered under the Local Agency Program (LAP); and

WHEREAS, the LAP program is reimbursement-based as specified in the LAP agreement; and

WHEREAS, the City commits to funding upfront costs for design, Construction Engineering and Inspection (CEI) services, and construction to be then reimbursed as per the LAP agreement; and

WHEREAS, the City commits to program funding for construction contingency per the requirements of LAP; and

WHEREAS, the Project will be constructed within the agency's right of way; and

WHEREAS, it is the responsibility of the City, to maintain or coordinate the maintenance of the roadways after the project completion; and

WHEREAS, on September 13, 2023, the City Commission of the City of Dania Beach approved Resolution No. 2023-009, supporting the funding for the construction of West 1st Avenue Complete Street Project, but the resolution did not include commitment of the City to fund the operation and maintenance costs; and

WHEREAS, this amended resolution includes the commitment to fund the operation and maintenance costs.

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

Section 1. The foregoing recitals contained in the preamble to this Resolution are incorporated by reference herein.

Section 2. The City Commission supports the Application for the construction of West 1st Avenue Complete Street Project, along West 1st Avenue from Old Griffin Road to Stirling Road for the Broward Metropolitan Planning Organization Complete Streets and Other Localized Initiatives Program.

Section 3. The City Commission commits to funding any operation and maintenance (O&M) costs and construction contingency per the requirements of LAP for the Project to the Broward Metropolitan Planning Organization.

Section 4. The appropriate City officials are authorized to execute all necessary documents and to take any necessary action to effectuate the intent of this Resolution.

Section 5. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED on _____, 2023.

Motion by _____, second by _____.

FINAL VOTE ON ADOPTION:

Commissioner Joyce Davis _____

Commissioner Tamara James _____

Commissioner Marco Salvino _____

Vice Mayor Lori Lewellen _____

Mayor Archibald J. Ryan IV _____

ATTEST:

ELORA RIERA, MMC
CITY CLERK

ARCHIBALD J. RYAN IV
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY



Public Services

City of Dania Beach

Memorandum

DATE: 10/24/2023

TO: Mayor and Commissioners

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

VIA: Fernando J. Rodriguez, Public Services Director
Dincer A. Ozaydin, Deputy Director/City Engineer

SUBJECT: AUTHORIZATION TO AWARD ITB BID NO. 23-011 "LIME SLUDGE REMOVAL AND DISPOSAL SERVICES".

Request:

The Public Services Department (PSD) is requesting the City Commission's approval to award Bid ("ITB") No. 2023-011 "Lime Sludge Hauling and Disposal" to Govea Trucking, Inc.

Background:

Lime is commonly used in water treatment plants to soften and treat water. When lime is added to water, it reacts with impurities present, precipitating them out of the water. This process results in the formation of lime sludge, a byproduct that needs to be properly managed and disposed of. The hauling and disposal process must be efficient, compliant, and environmentally friendly. The project's ITB No. 2023-011 "Lime Sludge Hauling and Disposal" was advertised in the Sun-Sentinel on June 26, 2023, and was also made available on the City's website and Demand-Star. On August 25, 2023, the bids were opened in a public forum. The City received three responsive submissions from the following bidders, along with their proposed pricing:

Govea Trucking	\$43.75/cu.yd.
Prolime Corporation	\$64.95/cu.yd.
Austin Tupler Trucking	\$69.95/cu.yd.

The Bid Committee, which included CIP and Grants Administrator Colin Donnelly, Water Treatment Plant Manager Nate Costa, and City Engineer and Deputy Public Services Director Dincer Ozaydin, conducted a thorough review of all submissions. Based on their evaluation and the competitive pricing, PSD decided to select Govea Trucking, Inc. as the lowest, most responsive bidder.

Budgetary Impact

The proposed contract with Govea Trucking Inc. will cost \$43.75 per cubic yard. Funding for this contract will be appropriated from the Water Treatment Plant Contractual Services Account No. 401-33-03-533-34-10.

Recommendation

PSD recommends approval to award Bid (“ITB”) No. 2023-011 “Lime Sludge Hauling and Disposal” to Govea Trucking, Inc..

RESOLUTION NO. 2023-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, AUTHORIZING THE AWARD OF INVITATION TO BID NO. 23-011 “LIME SLUDGE HAULING AND REMOVAL” AND TO ENTER INTO AN AGREEMENT WITH GOVEA TRUCKING INC. FOR WATER TREATMENT PLANT LIME SLUDGE REMOVAL AND DISPOSAL SERVICES IN AN AMOUNT THAT MAY EXCEED THE ANNUAL VENDOR THRESHOLD AMOUNT OF FIFTY THOUSAND DOLLARS (\$50,000.00) FOR EACH FISCAL YEAR THE CONTRACT IS IN PLACE; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City's water treatment process involves the use of lime, which results in the production of lime sludge, a byproduct that requires proper management and disposal; and

WHEREAS, the safe removal and disposal of lime sludge is paramount to ensuring the City's water treatment process remains efficient and environmentally compliant; and

WHEREAS, the City advertised Invitation to Bid (“ITB”) No. 23-011 “Lime Sludge Hauling and Disposal” on June 26, 2023 in Sun-Sentinel and DemandStar, and received the below responses:

- Govea Trucking Inc. \$43.75/cu yd.
- Prolime Corporation \$64.95/cu yd.
- Austin Tupler Trucking \$69.95/cu yd.; and

WHEREAS, the Bid Committee comprised of CIP and Grants Administrator Colin Donnelly, Water Treatment Plant Manager Nate Costa, and City Engineer/Deputy Public Services Director Dincer Ozaydin, reviewed the bid responses and selected Govea Trucking Inc. as the most responsive bidder; and

WHEREAS, the City Administration recommends that the City Commission award the ITB for Lime Sludge Hauling and Disposal to Govea Trucking Inc.

WHEREAS, the Dania Beach Code of Ordinances, Chapter 2, Article 1, Section 2-10, “Monetary thresholds for certain purchases and payment disbursement authorizations”, Subsection (a), sets the monetary threshold at \$50,000.00 for a vendor each fiscal year.

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

Section 1. That the 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 Govea Trucking Inc. in an amount that may exceed the annual vendor threshold of \$50,000.00, for the hauling and removal of lime sludge, under the terms of ITB No. 23-011 and in accordance with the itemized schedule of costs, a copy of which agreement is attached as Exhibit “A” and made a part of and incorporated into this Resolution by this reference.

Section 3. The funding for this installation is appropriated and available within the Water Treatment Plant Contractual Account No. 401-33-03-533-34-10.

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

Section 5. That this Resolution shall be effective 10 days after passage.

PASSED AND ADOPTED on _____, 2023.

Motion by _____, second by _____.

FINAL VOTE ON ADOPTION:

Commissioner Joyce L. Davis _____

Commissioner Tamara James _____

Commissioner Marco Salvino _____

Vice Mayor Lori Lewellen _____

Mayor Archibald J. Ryan IV _____

ATTEST:

ELORA RIERA, MMC
CITY CLERK

ARCHIBALD J. RYAN IV
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

AGREEMENT

THIS IS AN AGREEMENT (the "Agreement") entered into on _____, 2023 between the CITY of Dania Beach, Florida, a Florida municipal corporation, (the "CITY") with an address of 100 West Dania Beach Boulevard, Dania Beach, Florida 33004, and Govea Trucking, Inc. ("CONTACTOR") a Florida corporation with a mailing address 2126 Fillmore Street, Hollywood, Florida 33020 for services related to CITY Invitation to Bid ("ITB") No. 23-011, entitled, "Lime Sludge Removal and Disposal".

WITNESSETH:

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

ARTICLE 1 **PREMABLE**

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.

1.1 On June 26, 2023, the CITY advertised its notice to bidders of the CITY's desire to hire a CONTRACTOR to provide lime sludge removal and disposal services as more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof, for the said bid entitled:

1.2 On August 25, 2023, the bids were opened at Dania Beach CITY Hall, 100 Dania Beach Boulevard, Northwest Conference Room.

1.3 On 24 day of October 2023, the CITY awarded the bid to CONTRACTOR and approved an agreement with CONTRACTOR consistent with the terms and conditions set forth herein.

ARTICLE 2 **SERVICES AND RESPONSIBILITIES**

2.1 CONTRACTOR hereby agrees to provide the services for dry lime sludge removal and disposal, as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof, in accordance with the Scope of Services outlined in the Bid, "**ITB No. 23-011**", attached hereto and made a part hereof as **Exhibit "A"** and CONTRACTOR's response thereto, attached hereto and made a part hereof as **Exhibit "B"**. CONTRACTOR agrees to do everything required by this Agreement, the Sealed Bid Package, Addenda to this Agreement, and Commission award complete with proposal form. In the event of any conflicts between this Agreement, Exhibit A and

Exhibit B, this Agreement shall prevail, followed by Exhibit A. The price term is a firm price for hauling dry lime sludge hauling, per cubic yard.

2.2 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.

2.3 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.

2.4 CONTRACTOR assumes professional and technical responsibility for performance of its services to be provided hereunder in accordance with recognized professional standards of good engineering practice. If within one year following completion of its services, such services fail to meet the aforesaid standards, and the CITY promptly advises CONTRACTOR thereof in writing, CONTRACTOR agrees to re-perform such deficient services without charge to the CITY.

2.5 CONTRACTOR shall not utilize the services of any sub-CONTRACTOR without the prior written approval of CITY.

2.6 **Dumping Charges** The Contractor will be responsible for payment of any and all dumping charges. CONTRACTOR shall monthly provide proof of proper disposal of the dry lime sludge at an authorizing dumping facility, with proof of payment for those disposal fees. Lime Sludge will be hauled from the designated location to an approved disposal site(s). CONTRACTOR shall be responsible for supplying equipment and the manpower necessary for the transporting and disposal of the lime sludge, unless otherwise specified.

2.7 Trip/disposal tickets on a form acceptable to the CITY and FDEP shall establish a chain of custody from the CITY to the CONTRACTOR and quantities delivered. Such tickets shall reflect each load transported and shall match each load referenced in invoices submitted to the CITY for payment by the CONTRACTOR. These tickets will indicate the total cubic yards of sludge hauled, date, driver, and ultimate disposal site for each truck load. Tickets will be signed by the Water Plant Manager or his designated representative. The CITY will retain a copy of the tickets for its records.

2.8 CONTRACTOR shall coordinate and verify with the Water Plant Manager or designee in measuring the quantities of sludge removed. Trucks will be loaded by the CITY utilizing a heavy equipment excavator or front loader with a bucket capacity of one cubic yard. These measurements will be the basis for payment. If trucks are not properly filled, the truck will be turned around and reloaded.

- a. Any violations of weight regulations or traffic laws will be the sole responsibility of the CONTRACTOR.
- b. CONTRACTOR will completely remove and sanitize any spillage, accidental or otherwise, which occurs on or off the CITY's site. In addition, the CONTRACTOR shall report the spillage to the proper agencies and to the CITY in a timely manner.

ARTICLE 3
TERM AND TERMINATION

3.1 The term of this Agreement shall be for three (3) years, commencing on November 15, 2023 and terminating on November 14, 2026. This Agreement may be renewed for up to two (2) additional one (1) year terms, subject to the written consent and agreement between the Parties.

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

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

ARTICLE 4
COMPENSATION AND METHOD OF PAYMENT

4.1 Payment for Services. CITY agrees to pay CONTRACTOR a fee or fees as determined based upon the scope of work identified by the CITY to provide services related to the specified project. Prior to seeking any services outside of CONTRACTOR's scope and pricing as identified in Exhibit "A", as "Costs not included with proposal", CONTRACTOR shall adhere to the foregoing:

4.2. Any necessary additional work, as determined by CITY, which is not covered by the scope of service, shall not be undertaken without a written amendment to authorizing a Work Order executed by both parties in advance of any new or additional work.

4.3. CONTRACTOR shall submit its invoices in the format and with supporting documentation as may be required by CITY.

4.4. The CITY shall pay CONTRACTOR monthly for services rendered within thirty (30) calendar days from date of approval of each of CONTRACTOR's invoices by the CITY Manager, up to the maximum amount of the proposal contained in Exhibit A. If any errors or omissions are

discovered in any invoice, CITY will inform CONTRACTOR and request revised copies of all such documents. If any disagreement arises as to payment of any portion of an invoice, CITY agrees to pay all undisputed portions and the parties agree to cooperate by promptly conferring to resolve the disputed portion.

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

ARTICLE 5

CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK

5.1 CITY or CONTRACTOR may request changes that would increase, decrease, or otherwise modify the Scope of Services, as described in **Exhibit "A,"** to be provided under this Agreement as described in Article 2 of this Agreement. These changes will affect the monthly compensation accordingly. Such changes or additional services must be in accordance with the provisions of the Code of Ordinances of the CITY, and must be contained in a written amendment, executed by the parties hereto, with the same formality, equality and dignity herewith prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work.

5.2 In no event will the CONTRACTOR be compensated for any work which has not been described in a separate written agreement executed by the parties hereto.

ARTICLE 6

INDEMNIFICATION

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

6.1 bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting from, or any other damage or loss arising out of or resulting or claimed to have resulted in whole or in part from any actual or alleged negligent act, error or omission of the 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;

6.2 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;

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

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

6.5 The parties recognize that various provisions of this Agreement, including but not necessarily limited to this Section, provide for indemnification by the CONTRACTOR and that Florida Statutes §725.06 requires a specific consideration be given therefor. The parties therefore agree that the sum of **Ten Dollars and 00/100 (\$10.00)**, receipt of which is hereby acknowledged, is the specific consideration for such indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by CONTRACTOR. Furthermore, the parties understand and agree that the covenants and representations relating to this indemnification provision shall serve the term of this Agreement and continue in full force and effect as to the party's responsibility to indemnify.

ARTICLE 7 **INSURANCE**

7.1 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.

7.2 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.**

7.3 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.

7.4 **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.

7.5 **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. CONTACTOR'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 CONTACTOR has responsibility for notification); and
- h. Copy of Additional Insured Endorsement or other endorsements may be attached to the Certificate.

7.6 **WORKERS' COMPENSATION INSURANCE** must be provided for all persons fulfilling this agreement whether employed, contracted, temporary, or subcontracted for the life of the agreement, including any applicable warranty period(s), and it is to apply to all "statutory employees" of CONTACTOR (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 CONTACTOR, its employees, and Subcontractors.

7.7 In the case any work is sublet as otherwise addressed in the Agreement or Bid Documents, the CONTACTOR 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 CONTACTOR, by furnishing Statutory Limits Part A, and no less than One Million Dollars (\$1,000,000.00) Employers' Liability Limits Part B.

7.8 **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.

7.9 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 CONTACTOR has responsibility for notification); and
- B) Waiver of Subrogation.

7.10 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.

7.11 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 CONTACTOR has responsibility for notification); and
- c) Waiver of Subrogation.

7.12 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:

7.12.1 "Official" Certificates of Insurance must be delivered to the CITY Clerk's office and Risk Manager of the CITY. If the "Official" certificates are not delivered before or on the fourteenth (14th) Business Day after the issuance by the CITY of the "Notice of Intent to Award", then the CITY has the right to consider the awarded Agreement to the successful Bidder as void and to negotiate a contract with the next lowest responsive and responsible Bidder. "Special Provisions", as referenced below under each type of insurance requirement shall be fully confirmed on or attached to the "Official" certificates.

7.12.2 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 CONTACTOR 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.

ARTICLE 8

INDEPENDENT CONTRACTOR

8.1 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, H.U.D., or United States 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 9

GOVERNING LAW, VENUE, FEES

9.1 This Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this agreement shall be in Broward County, Florida.

9.2 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; 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.

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

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

ARTICLE 10

PUBLIC RECORDS

10.1 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.

10.2 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.

10.3 Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the CITY.

10.4 Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the CONTRACTOR shall be delivered by the CONTRACTOR to the CITY Manager, at no cost to the CITY, within seven (7) days. All such records stored electronically by CONTRACTOR shall be delivered to the CITY in a format that is compatible with the CITY's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the CONTRACTOR shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

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

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

Section 119.0701(2)(a), Florida Statutes

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS.

Custodian of Records: ELORA RIERA, CITY CLERK
Mailing Address: 100 W. Dania Beach Boulevard
Dania Beach, Florida 33004

Telephone number: 954-924-9800, Ext. 3623

Email: eriera@daniabeachfl.gov

ARTICLE 11
NOTICES

11. Notices. Except as provided above, whenever either party desires to give notice to the other, it must be given by written notice, sent by certified U.S. mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective persons and places for giving of notice:

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

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

CONTACTOR: Pedro D. Hernandez, President
Govea Trucking Inc.
2126 Fillmore Street
Hollywood, Florida 33020

ARTICLE 12
SCRUTINIZED COMPANIES -- 287.135 AND 215.473

SCRUTINIZED COMPANIES. CONTRACTOR certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, CONTRACTOR agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the CITY may immediately terminate this Agreement for cause if the CONTRACTOR, its affiliates, or its subcontractors are found to have submitted a false certification; or if the CONTRACTOR, its affiliates, or its subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

ARTICLE 13
E-VERIFY

13.1 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:

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

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

c. 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 14

SOVEREIGN IMMUNITY

14.1 CONTRACTOR acknowledges that the Florida Doctrine on Sovereign Immunity bars all claims by CONTRACTOR against the CONTRACTOR other than claims arising out of this Agreement. Specifically, the CONTRACTOR acknowledges that it cannot and will not assert any claims against the CONTRACTOR, unless the claim is based upon a breach by the CONTRACTOR of this Agreement. Further, the CONTRACTOR recognizes the CONTRACTOR 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 CONTRACTOR's exercise of that regulatory authority. In addition, the CONTRACTOR 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 CONTRACTOR of implied warranties or representations not specifically set forth in this Agreement, as the parties stipulate that there are no such implied warranties or representations of the CONTRACTOR. All obligations of the CONTRACTOR 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, Consultants, agents, or any CONTRACTOR employee; and

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 CONTRACTOR and the CITY.

ARTICLE 15

MISCELLANEOUS

15.1 **Ownership of Documents.** Reports, surveys, plans, studies and other data provided in connection with this Agreement are and shall remain the property of CITY whether or not the project for which they are made is completed. CITY hereby agrees to use CONTRACTOR's work product for its intended purposes.

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

transcribe such material at such other location. Consultant shall make a reasonable effort to maintain the confidentiality of such audit report(s).

15.3 **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.

15.4 **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.

15.6 **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.

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

15.8 **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.

15.9 **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.

15.10 **Extent of Agreement.** This Agreement represents the entire and integrated agreement between the CITY and the CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral.

15.11 **Legal Representation.** It is acknowledged that each party was represented by counsel in the preparation of and contributed equally to the terms and conditions 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.

15.12 **Counterparts and Execution.** This Agreement may be executed 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.

15.13 **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.

The CONTRACTOR 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).

15.14 **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.

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

ATTEST:

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

ELORA RIERA, MMC
CITY CLERK

ARCHIBALD J. RYAN IV
MAYOR

ANA M. GARCIA, ICMA-CM
CITY MANAGER

Dated: _____, 2023

APPROVED FOR FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

CONTRACTOR:
Govea Trucking Inc.
a Florida corporation

SIGNATURE

PRINT Name

SIGNATURE

PRINT Name

SIGNATURE

PRINT Name

Title

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of ☐ physical presence
or ☐ online notarization, on _____, 2021, by Pedro D. Hernandez, as President
of Govea Trucking, Inc., a Florida corporation. He is personally known to me or has
produced _____ as identification.

My Commission Expires:

NOTARY PUBLIC
State of Florida

CITY OF DANIA BEACH, FLORIDA



LIME SLUDGE HAULING AND DISPOSAL

CITY INVITATION TO BID (“ITB.”) NO. 23-011

Prepared by:

City of Dania Beach, Florida
100 W. Dania Beach Boulevard
Dania Beach, Florida 33004

JUNE 26, 2023

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CITY OF DANIA BEACH, FLORIDA
INVITATION TO BID FOR
“LIME SLUDGE HAULING AND DISPOSAL”
ITB 23-011

NOTICE TO BIDDERS

NOTICE IS GIVEN that the City of Dania Beach, Florida (the “City” or “Owner”) will be accepting sealed Bids for its **“LIME SLUDGE HAULING AND DISPOSAL, ITB 23-011”**.

Bids will be accepted on DemandStar until August 25, 2023, at 10:00 AM. Bids received after this time will be rejected.

All submissions will remain confidential and exempt from public record disclosure requirements until the response opening is conducted.

PROJECT DOCUMENTS

Documents may be obtained from www.demandstar.com or from the City Website at www.daniabeachfl.gov.

MANDATORY PRE-BID CONFERENCE

A MANDATORY Pre-bid conference will be held VIRTUALLY on JULY 21, 2023 at 11:00 AM. All Bidders and interested persons are required to attend the meeting, which will outline the Project as described in the Bid, and provide an opportunity for questions and answers for all interested persons. Any interpretations, clarifications or additional information not disclosed in this Bid and determined to be necessary by the Owner in response to questions, will be issued by means of addendum or addenda, which addendum or addenda will be posted to the City website, www.daniabeachfl.gov, and www.demandstar.com, for all interested persons identified by the Owner as having received the Bid Documents. The Bidder is required to check these sites to see if there has been any addendum or addenda posted for this Bid. Only questions answered and information supplied by means of such addendum or addenda will be considered as binding. Oral interpretations, clarifications or other information will have no legal and binding effect. Bids from those who have failed to attend will not be opened. Bidders arriving past the indicated time will not be eligible to submit a Bid. Interested Bidders may join the meeting with this link:

<https://daniabeachfl-gov.zoom.us/j/88692047411?pwd=OUNQOHBTsDB0UVBuYnZSbVRENlpDZz09>

BID DOCUMENTS

Bids must be submitted electronically on DemandStar, the City's designated electronic bidding system. All bid document files must be clearly labeled "**LIME SLUDGE HAULING AND DISPOSAL , ITB 23-011**".

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.

Bids will be publicly opened and read aloud immediately after the submission deadline on the Bid due date referenced above using Zoom meeting software the above stated date. Award of a contract will be made at a subsequent City Commission meeting.

All bidders are advised that the City has not authorized the use of the City seal by individuals or entities responding to City bids. Bidders shall demonstrate successful performance of projects of a similar magnitude, scope and value as this project.

The City Commission of the City of Dania Beach reserves the right to reject any and all bids, to waive any informality in a bid and to make an award in the best interests of the City, as Owner.

CITY OF DANIA BEACH, FLORIDA
Published on: June 26, 2023

SECTION 1 - INTRODUCTION AND INFORMATION

1.1 SCOPE

The City of Dania Beach, Florida (the “City” or “Owner”), is actively seeking bids from qualified Contractors (the “Contractor”), for a project known as **“LIME SLUDGE HAULING AND DISPOSAL , ITB 23-011”**. The City is seeking a firm price per cubic yard.

Contractor shall be responsible for the hauling and disposal of dry lime sludge from the City’s Water Treatment Plant located at 1201 Stirling Road, Dania Beach, FL 33004.

Contractor will have and maintain all necessary permits for transport and disposal of the dry lime sludge produced. The Contractor will comply with all regulations pertaining to the transport and disposal of the lime sludge.

The Contractor will be responsible for all related costs - whether stated or unstated - for the acceptance, transport, management, and disposal of dry lime sludge in accordance with all existing applicable regulations and in compliance with all requirements of this document.

The City’s facilities are currently operating under regulations issued by Federal and State regulatory agencies. The Contractor shall abide by any order, regulation, permit, license, restriction, injunction, moratorium, or denial of permission to operate the facilities which may be imposed or issued by any agency having jurisdiction. The Contractor shall cooperate with the City during any test, experiment, construction, maintenance, or any other operation, which may affect the production of lime sludge at the City facility.

Disposal Site

Lime Sludge will be hauled from the designated location to an approved disposal site(s). Contractor shall be responsible for supplying equipment and the manpower necessary for the transporting and disposal of the lime sludge, unless otherwise specified.

Scheduling

Lime sludge pickups to be made upon request by the Water Plant Manager or his designee at the Water Treatment Plant. The City will give a two (2) day minimum notice to the contractor for all pickups. Contractor shall notify the Water Plant Manager or his designee immediately whenever unforeseen situations occur that may interfere with the scheduled transport.

Trip/disposal tickets on a form acceptable to the City and FDEP shall establish a chain of custody from the City to the Contractor and quantities delivered. Such tickets shall reflect each load transported and shall match each load referenced in invoices submitted to the City for payment by the Contractor. These tickets will indicate the total cubic yards of sludge hauled, date, driver, and ultimate disposal site for each truck load. Tickets will be signed by the Water Plant Manager or his designated representative. The City will retain a copy of the tickets for its records.

Measurement of Quantities for Billing Purposes

Contractor shall coordinate and verify with the Water Plant Manager or designee in measuring the quantities of sludge removed. Trucks will be loaded by the City utilizing a heavy equipment

excavator or front loader with a bucket capacity of one cubic yard. These measurements will be the basis for payment. If trucks are not properly filled, the truck will be turned around and reloaded.

- a. Any violations of weight regulations or traffic laws will be the sole responsibility of the Contractor.
- b. Contractor will completely remove and sanitize any spillage, accidental or otherwise, which occurs on or off the City's site. In addition, the Contractor shall report the spillage to the proper agencies and to the City in a timely manner.

Dumping Charges

The Contractor will be responsible for payment of any and all dumping charges.

Working Hours and Scheduling Intervals

Service shall be performed at hours designated by the Chief Operator or designee and in such a manner as not to disrupt ongoing operations. Services will generally be required on a normal work day excluding weekends and holidays, however City may require services at any given time.

Normal working hours are from 7 a.m. to 3 p.m. Contractor shall not have access to the property after hours, without explicit approval from City.

The City reserves the right to inspect and reject all modes proposed by the Contractor for transporting the dry lime sludge. The cleanup of any sludge which is dumped, spilled, or discarded in any location other than a site authorized for that purpose, shall be the sole responsibility of the Contractor, and conducted by the Contractor at his expense, in accordance with all applicable laws.

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.

1.3 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.

1.4 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 14, 2023. Questions received after this time will not be addressed.

4.2 For information pertaining to this ITB, email the Procurement Administrator at procurement@daniabeachfl.gov. Such contact shall be for clarification purposes only. Material changes, if any, to the scope of services or Proposal procedures will be transmitted only by written addendum.

4.3 Interpretations or modifications of the bidding documents made in any manner other than Addendum or Addenda issued by the City shall not be binding and shall have no effect.

4.4 The Bidder, prior to submitting a bid, shall ascertain that it has received any Addendum or Addenda issued by the City for this Project, and that shall be acknowledged in writing by an authorized representative.

4.5 Costs for those matters not questioned and not addressed in an Addendum or Addenda, shall be the responsibility of the Bidder, and Bidder shall be responsible to include such costs within the submitted Bid.

4.6 **Bidders shall use the Bid Document Forms furnished in the ITB.** Bid Base Amounts shall be furnished in both words and numerals, and in case of a discrepancy between the two, the amount written in words shall govern.

4.7 In the event of a mathematical error in the extension of any unit price, or addition of total price, the unit price shall prevail.

4.8 **Insurance Coverage:** Bidders who are responding to the Invitation to Bid (“ITB”) **MUST** comply with all of the insurance requirements specified in Section 27 (“Insurance Requirements”) of the Bid Documents and the Agreement upon award to the successful Bidder.

SECTION 5 - GENERAL CONDITIONS

5.1 **Purpose:** The purpose of the Invitation to Bid is to establish between the City and the

Contractor an agreement to perform the project work. The successful Bidder may be required provide a Performance Bond for One Hundred Ten percent (110%) of the contract price made payable to the City of Dania Beach, Florida, within fourteen (14) days of notification of the award of the agreement. A copy of the Performance Bond form is attached as Exhibit “C”; it is made a part of and is incorporated into the ITB by this reference.

5.2 Documentation: Bidder shall submit in its bid the following:

- a. Evidence that the Bidder is certified and licensed to perform the required services in the State of Florida. The successful Bidder must be in compliance with all applicable laws and regulations;
- b. A statement stating the number of years the Contractor has been a qualified provider of the requested services; and
- c. A complete Bidder’s Questionnaire form which is attached as Exhibit “E”; it is made a part of and is incorporated into the ITB by this reference.

5.3 Bidder Expenses: Bidders are solely responsible for their own expenses in preparing and submitting Bids, and for any meetings, negotiations or discussions with the City or its representatives and consultants, relating to or arising from this ITB. The City and its representatives, agents, consultants and advisors shall not be liable to any Bidder for any claims, whether for costs, expenses, losses or damages, or loss of anticipated profits, or for any other matter whatsoever, incurred by any Bidder in preparing and submitting a Bid, or participating in negotiations for a contract, or any other activity related to or arising out of this ITB.

5.4 No Contract: By submitting a Bid and participating in the process as outlined in this ITB, Bidders expressly agree that no contract of any kind is formed under or arises from this ITB prior to the complete signing by both parties of a formal written contract.

Conflict of Interest: Bidders shall disclose any potential conflicts of interest and existing business relationships they may have with the City. If requested by the City, a Bidder should provide all pertinent information regarding ownership of the entity within forty-eight (48) hours of the City’s request.

5.5 General Conditions: The agreement to be awarded will be subject to the provisions of the United States Constitution, Florida laws, statutes and ordinances of the United States of America, the State of Florida, Broward County and the City of Dania Beach.

SECTION 6 - SPECIAL CONDITIONS

6.1 Any and all Special Conditions contained in the ITB that may be in variance or conflict with the General Conditions shall have precedence over the General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety.

6.2 The Notice of Invitation to Bid, Bidder’s Questionnaire, Specifications, Exhibits, Addendum or Addenda, the legal advertisement of the ITB and any other pertinent documents form a part of the ITB, and ultimately, the agreement; all of the documents are made a part of and are

incorporated into the ITB and the awarded agreement.

SECTION 7 - PUBLIC ENTITY CRIMES STATEMENT

A person or affiliate who, or which has been placed on the State of Florida convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, subcontractor or consultant under an agreement with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 F. S. for CATEGORY TWO, which is \$35,000.00, for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. A form to that effect, as mentioned above, must be submitted by the Bidder. A copy of the Sworn Statement on Public Entities Crimes is attached as Exhibit "F"; a copy is made a part of and is incorporated into the ITB by this reference.

SECTION 8 – PRICES, TERMS ARE TO BE FIRM

8.1 The Bidder warrants by virtue of its Bid that the prices, terms and conditions contained in the ITB shall be firm for a period of no less than one hundred twenty (120) calendar days from the date of the bid opening.

8.2 The bid prices shall include all permit fees, royalties, license fees, taxes and other costs arising from the use of the materials and equipment in any way involved in the Project Work, as well as all costs of packaging, transporting and delivery of any materials and equipment to the designated location within the City, and the site cleanup.

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: Not required

SECTION 10 - PROTECTION OF PROPERTY

10.1 The successful Bidder shall at all times guard against damage or loss to City property or property of other persons, vendors or Contractors and shall be responsible for replacing or repairing any such damage or loss. The Contractor will be required to report any such damages immediately to the City's representative in charge of the Project. The successful Bidder shall

ensure that the area in which the sidewalks are being replaced that pedestrians, and the general public are not injured nor have access to the area (safety screening) in which work is proceeding.

10.2 The City reserves the right to repair any damages created by the Contractor and to deduct the appropriate amount from any payment due to the Contractor. In all cases, the decision of the City is final.

SECTION 11 - TRASH

Contractor shall be responsible for the daily removal of trash and debris from the Project work sites and upon completion of the Project Work.

SECTION 12 - INSTRUCTIONS TO BIDDERS

12.1 Form Documents: The bid and its accompanying statements must be made on the forms provided in the ITB. The forms must be submitted in good order and with all the blanks completed. The bid must be signed by a representative of the Bidder duly authorized to do so, and, in the case the bid is signed by a deputy or subordinate, the principal's written authority to do so must accompany the bid.

12.2 Taxes: The City is exempt from any taxes related to the requested services, which may otherwise be imposed by the state or federal government. This exemption does not transmit to suppliers in their purchases of goods or services, used in work or goods supplied to the City. The Contractor shall pay all applicable sales, consumer, use and other similar taxes required by law. The Contractor is responsible for reviewing the pertinent state statutes involving the sales tax and complying with all requirements.

SECTION 13 - RETENTION OF RECORDS AND RIGHT TO ACCESS

The successful Bidder shall preserve and make available all financial records, supporting documents, statistical records, and any other documents pertinent to the agreement for a period of three (3) years after termination or conclusion of the agreement, or if an audit has been initiated and audit findings have not been resolved at the end of these three (3) years, the records shall be retained by the City until resolution of audit finding.

SECTION 14 - NON-COLLUSION STATEMENT

By submitting a bid, the Bidder affirms that the bid is without previous understanding, agreement, or connection with any person, business, or corporation and that the bid is in all respects fair, and made without collusion or fraud. The Non-Collusion Affidavit form must be executed by the Bidder; a copy of the form is attached as Exhibit "H"; it is made a part of and is incorporated into the ITB by this reference.

SECTION 15 - FLORIDA TRENCH SAFETY ACT

The Bidder shall include with its Bid, when applicable, all documentation required by the Florida "Trench Safety Act", Section 553.63, Florida Statutes. The unit prices and total prices presented

in the Bid, and those presented in any subsequent change orders shall include the Bidder's cost for compliance with the applicable trench safety standards.

SECTION 16 - MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS

The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to provide these items, and feels that the technical specifications are overly restrictive, the Bidder must notify the City of Dania Beach in writing immediately. Such notification must be received by the City prior to the deadline contained in the ITB, for questions of a material nature, at least ten (10) calendar days prior to the bid opening date. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to the Bidder.

SECTION 17 - PUBLIC RECORDS

17.1 Bid Submissions Shall Become City Property: All submissions become the property of the City and will not be returned to the Bidder. The City will hold all submissions in confidence unless otherwise required by law.

17.2 Contractor's Obligations: Bidders should be aware the City is a "public body" as defined in Florida Statutes, Section 119.011(2) and that it is subject to Florida Statutes, Section 119.0701(2) (a), and the related provisions of the Florida Public Records Law. If awarded this project, the following will apply:

17.2.1 Documents to Be City Property: Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with the contract are and shall remain the property of the City.

17.2.2 Maintenance of Records: Bidder agrees to keep and maintain public records in Bidder's possession or control in connection with Bidder's performance under the contract. Bidder additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Bidder shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the contract, and following completion of the contract until the records are transferred to the City.

17.2.3 Response to Public Records Requests: Upon request from the City custodian of public records, Bidder shall provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.

17.2.4 Delivery of Records: Upon completion of the contract or in the event of termination by either party, any and all public records relating to the contract in the possession of the Bidder shall be delivered by the Bidder to the City Manager, at no cost to the City, within seven (7) days. All such records stored electronically by Bidder shall be delivered to the City in a format that is compatible with the City's information technology systems. Once the public records have been delivered upon completion or termination of the contract, the Bidder shall destroy any and all

duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

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

17.2.5 Failure to Comply: Bidder's failure or refusal to comply with the provisions of this section shall result in the immediate termination of the contract by the City.

17.3 Florida Public Records Law: Pursuant to Section 119.0701(2) (a), Florida Statutes:

IF THE BIDDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE BIDDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, THE BIDDER MUST CONTACT THE CITY CUSTODIAN OF PUBLIC RECORDS.

Custodian of Records:

Elora Riera, City Clerk

Mailing Address:

100 W. Dania Beach Boulevard
Dania Beach, Florida 33004

Telephone number:

954-924-6800, Ext. 3623

Email:

eriera@daniabeachfl.gov

SECTION 18 - SUCCESSORS AND ASSIGNS

The City and Contractor, respectively, will bind themselves, their partners, successors, assigns and legal representatives to the agreement. Neither party to the agreement shall assign or subcontract it or any portion of it, without the advance written consent of the other.

SECTION 19 - QUALIFICATION OF BIDDERS

19.1 Bidders' Qualifications: The Bidder shall complete the Bidders' Qualifications Form (Exhibit "A") attached, along with any other evidence of satisfactory experience and ability to perform the proposed Work. The failure of Bidder to demonstrate successful performance of projects of a similar magnitude, scope and value as this project may be deemed to be grounds for declaring the Bidder to be non-responsible.

19.2 Certified Financial Statement: If requested by the Owner, the Bidder shall submit a certified financial statement, prepared within thirty (30) days of submission of the bid, indicating current financial resources, liabilities, capital equipment, and financial history performance.

19.3 Disqualification: A Bidder shall be disqualified and its unopened Bid shall be rejected by the City for any one or more of the following reasons:

- a. Reason to believe that collusion exists among the Bidders.
- b. The Bidder is or has been involved directly or indirectly in litigation or arbitration against the Owner within the past ten (10) years.
- c. The Bidder has defaulted on any previous contract with the Owner within the past ten (10) years or is in arrears on an existing contract.
- d. The submittal of more than one Bid from an individual, firm, partnership, corporation or association under the same or different names. All such parties shall be disqualified.
- e. Untimely bids shall be automatically and absolutely disqualified and returned unopened. Excuses for the untimely submittal shall not be accepted. The time of bid receipt documented by the City Clerk's office shall determine the timeliness of the Bid.

19.4 Non-responsible Bidder: A Bidder may be determined by the Owner to be "non-responsible" once Bids are opened, and a Bid may be rejected for any one or more of (but not limited to) the following reasons:

- a. Determination of a lack of competency as may be revealed by qualification statements, financial statements, experience records or other information disclosed to Owner by other sources.
- b. The Bidder's uncompleted or pending workload on other projects, which in the judgment of the Owner may cause detrimental impact on timely completion of the Work.
- c. The appearance of an unbalanced Bid, as determined by the Owner.
- d. If the Bidder makes one or more false statements or provides false information in connection with any portion of the bidding documents.
- e. If the Bidder fails to demonstrate successful performance and completion of projects of a similar magnitude, scope or value as this project.

19.5 Non-responsive Bidder: A Bidder may be deemed to be non-responsive and a Bid may be rejected for any of, but not limited to, the following reasons:

- a. If the Bidder fails to submit a complete Bid, including but not limited to, submitting evidence of all insurance coverages required by the Bid and the Contract Documents.
- b. If the Bidder fails in any way to abide by any of the provisions of the Contract Documents.

SECTION 20 - CONTRACTOR'S RELATION TO THE CITY- INDEPENDENT CONTRACTOR

It is expressly agreed upon and understood that the Contractor will be in all respects an independent contractor as to the Project Work, and that the Contractor is in no respect an agent or employee of the City. The agreement will specify the Project Work to be done by the Contractor, but the method to be employed to accomplish the work shall be the responsibility of the Contractor, unless otherwise provided in writing in the agreement. Contractor and its employees are not entitled to any of the benefits that the City provides for City employees.

SECTION 21 - EMPLOYEES OF THE CONTRACTOR

21.1 Contractors shall only designate employees who are sufficiently skilled to provide the required services specified in the ITB. Any person employed to provide the services who fails,

refuses or neglects to obey the instructions of the City's representative in anything relating to these services, or who appears to be disorderly, insubordinate, or incompetent shall upon the order of City's representative, be immediately relieved by the Contractor from the Project Work. Any interference with, or any abusive or threatening conduct toward any City representative, its assistants or inspectors by the Contractor, its employees or agents, or any member of the public shall be grounds for the City to terminate the agreement and re-let the work. The Contractor shall furnish all labor, materials, supplies and equipment necessary to properly maintain all Project Work areas in an acceptable and safe condition.

Contractor represents that Contractor and each Sub-contractor 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.

21.2 Contractor agrees that it and its officers shall be held fully responsible, except as otherwise prohibited by law, for all acts of their employees while in their employ.

SECTION 22 - AVAILABILITY OF FUNDS

The obligations of the City under the awarded agreement will be subject to the availability of funds.

SECTION 23 - LICENSES, PERMITS, AND FEES

In accordance with the Public Bid Disclosure Act, Section 218.80, Florida Statutes, each license, permit, or fee a Contractor will have to pay the City before or during the work, items or services to be provided or the percentage method or unit method of all licenses, permits, and fees required by the City and payable to the City by virtue of the work, items, or services as part of the agreement are as follows:

- a. Contractor shall have and maintain during the term of the agreement any and all appropriate City licenses, fees (and business tax receipts, if applicable), which shall be paid in full in accordance with the City's fee structure for such items. **THERE WILL NOT BE ANY PERCENTAGE REDUCTION OR WAIVING OF CITY LICENSES, FEES (OR BUSINESS TAX RECEIPTS, IF APPLICABLE).**
- b. During the performance of the agreement, there may be times when the Contractor will be required to obtain a permit for such work, or in connection with the items or services. It is the responsibility of the Contractor to ensure that it has the appropriate permits as may become necessary during the performance of the work. Any fees related to the required permits in connection with the agreement will be the sole responsibility of the Contractor.
- c. Licenses, permits, and fees may be required by Broward County, the state of Florida or the federal government.
- d. City will reimburse permit fee costs related to dewatering and National Pollutant

Discharge Elimination System (NPDES).

SECTION 24 - TERMINATION OF AGREEMENT

If the successful Bidder who or which is awarded the contract fails to provide the services, or shall in any other manner commit a breach of the agreement and fails to remedy the same within five (5) calendar days after receipt of written notice from the City, the City may terminate the agreement resulting from the ITB without any further notice to the Contractor. City representatives will review the construction services periodically to assure that the requirements of the agreement are being met. If any work is unsatisfactory, the Contractor shall be contacted, and the discrepancies corrected at no additional cost to the City. If deficiencies are not corrected within five (5) working days, the City may, at its option, perform the required services or contract to have them performed and deduct the cost of those services from the agreement cost.

SECTION 25 - TERMINATION OF AGREEMENT FOR CAUSE

If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under the agreement, or if the Contractor shall violate any of the provisions of the agreement, the City may upon written notice to the Contractor, terminate the right of the Contractor to proceed under the agreement, or as to such part or parts of the agreement for which there has been a default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such default and termination, any completed services performed by the Contractor under the agreement shall, at the option of the City become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of set-off until such time as the amount of damages due to the City from the Contractor can be determined. The City reserves the right to terminate the agreement upon thirty (30) calendar days' written notice, without cause.

SECTION 26 - INDEMNIFICATION AND HOLD HARMLESS PROVISIONS

26.1 The selected Contractor shall, in addition to any other obligation to indemnify the City and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the City, including its agents, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), or costs arising out of any actual or alleged:

- a. bodily injury, sickness, disease or death, or injury to or destruction of tangible property, including the loss of use resulting therefrom, or any other damage or loss arising out of or resulting or claimed to have resulted in whole or in part from any actual or alleged act or omission of the Contractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in the performance of the work;
- b. any violation of law, statute, ordinance, governmental administrative order, rule, regulation, or infringement of patent rights by Contractor in the performance of the work;
- c. liens, claims, actions made by the Contractor or other party performing the work; and

- d. claims of whatsoever nature related to collection practices or any actions of a contradictory nature pursuant to the Agreement or in an attempt to collect monies due or claimed to be due to the City.

26.2 Indemnification for Construction Contracts. In the event that the performance of services under the Contract is deemed to be a “construction contract” pursuant to §725.06, Florida Statutes, as it may be amended from time to time, the following indemnification shall apply:

To the fullest extent permitted by Chapter 725, Florida Statutes, as it may be amended, the Contractor agrees to indemnify and hold harmless the Owner, its officers, employees, and assigns from liabilities, damages, losses, and costs including, but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentionally wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of the provisions in the Contract Documents.

SECTION 27 - INSURANCE REQUIREMENTS

27.1 Insurance Required Before Commencement of Work: The Contractor shall not commence Work under the Agreement until Contractor has obtained all insurance required under this Section, and not until such time that the coverages are approved by the Risk Manager of the City. The Contractor shall not allow any employee of Contractor or any Subcontractor to commence Work on any subcontract until the Subcontractor and all Coverages required of any Subcontractor have been obtained and approved by the Risk Manager of the City. In addition, Contractor shall be responsible for any and all policy deductibles and self-insured retentions.

27.2 Insurance Requirements: Coverages shall be in force until all Work required to be performed under the terms of the Agreement, including any applicable warranty period, is satisfactorily completed as evidenced by the formal written acceptance by the City. In the event insurance certificates provided to City indicate that the insurance shall terminate and lapse during the period of the Agreement, including any applicable warranty period, then in that event, the Contractor shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed Certificate of Insurance as proof that equal and like coverages for the balance of the period of the Agreement, including any extension of it, and including any applicable warranty period, is in effect. **THE CONTRACTOR AND ANY SUBCONTRACTOR SHALL NOT PERFORM OR CONTINUE WORK PURSUANT TO THE AGREEMENT, UNLESS ALL COVERAGES REMAIN IN FULL FORCE AND EFFECT. ANY DELAY IN THE WORK CAUSED BY A LAPSE IN COVERAGE SHALL BE NON-EXCUSABLE, SHALL NOT BE GROUNDS FOR A TIME EXTENSION, AND WILL BE SUBJECT TO ANY OTHER APPLICABLE PROVISIONS DESCRIBED IN THE AGREEMENT OR ELSEWHERE IN THE BID DOCUMENTS CONCERNING CONTRACTOR DELAY.**

27.3 Required Minimum Coverages: The below coverages are minimum limit requirements. Umbrella or Excess Liability policies are acceptable to provide the total required liability limits, as long as the Risk Manager of the City reviews and approves in writing the insurance limits on each of the policies. The City must approve any changes to these specifications and has the right to review and amend coverage requirements. The CONTRACTOR shall be held

responsible for any modifications, deviations, or omissions in these insurance requirements. CONTRACTOR shall be responsible for any deductible amounts.

27.4 GENERAL LIABILITY INSURANCE is to include bodily injury, broad form property damage, products/completed operations, blanket contractual liability, and personal/advertising injury with limits of no less than One Million Dollars (\$1,000,000.00) per occurrence, and Two Million Dollars (\$2,000,000.00) annual aggregate.

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

- a. Annual Aggregate shall apply “Per Job”;
- b. “The City of Dania Beach, Florida” is added as a named “Additional Insured”;
- c. Additional Insured status is included for Products completed operations coverage for a period of no less than five (5) years following the completion of the Work or Project;
- d. Additional insured coverage shall be no more restrictive than Insurance Services Office (ISO) form CG 2037 (07 04);
- e. Contractor’s insurance shall be primary and non-contributory;
- f. Waiver of Subrogation in favor of the City;
- g. 30 Days’ Notice of Cancellation or modification to City (if not available on the insurance policies, then Contractor has responsibility for notification); and
- h. Copy of Additional Insured Endorsement or other endorsements may be attached to the Certificate.

27.6 WORKERS’ COMPENSATION INSURANCE must be provided for all persons fulfilling this agreement whether employed, contracted, temporary, or subcontracted for the life of the agreement, including any applicable warranty period(s), and it is to apply to all “statutory employees” of Contractor (as that phrase is defined by Chapter 440, Florida Statutes), in compliance with the “Workers’ Compensation Law” of the State of Florida and all applicable federal laws, for the benefit of the Contractor, its employees, and Subcontractors.

27.7 In the case any work is sublet as otherwise addressed in the Agreement or Bid Documents, the Contractor shall require any Subcontractors similarly to provide Workers’ Compensation Insurance for all of the latter’s employees, in addition to any coverage afforded by the Contractor, by furnishing Statutory Limits Part A, and no less than One Million Dollars (\$1,000,000.00) Employers’ Liability Limits Part B.

27.8 IN NO EVENT SHALL THE CONTRACTOR BE PERMITTED TO UTILIZE IN THE PROSECUTION OF THE WORK, THE FOLLOWING:

- A) ANY EMPLOYEE, SUBCONTRACTOR OR SUBCONTRACTOR EMPLOYEE WHO IS EXEMPTED OR PURPORTED TO BE EXEMPT FROM WORKERS’ COMPENSATION INSURANCE COVERAGE; OR
- B) ANY EMPLOYEE, SUBCONTRACTOR OR SUBCONTRACTOR EMPLOYEES WHO WILL BE COVERED BY AN EMPLOYEE LEASING ARRANGEMENT.

27.9 SPECIAL PROVISIONS AS TO WORKERS' COMPENSATION INSURANCE (to be confirmed on or attached to the Official Certificate of Insurance) :

- A) 30 Days' Notice of Cancellation or Modification to City (if not available on the insurance policies, then Contractor has responsibility for notification); and
- B) Waiver of Subrogation.

27.10 AUTOMOBILE LIABILITY INSURANCE shall be maintained with combined single limits of no less than One Million Dollars (\$1,000,000.00), to include coverage for owned, hired, and non-owned vehicles.

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

- A) "The City of Dania Beach" is added as a named "Additional Insured";
- B) 30 Days' Notice of Cancellation or modification to City (if not available on the insurance policies, then Contractor has responsibility for notification); and
- C) Waiver of Subrogation.

27.12 Proof of Insurance: The following are requirements that must be met regarding the Bidder's delivery of Certificates of Insurance for all coverages required in the Agreement and Bid Documents:

27.12.1 "Preliminary" certificate means that certificates of insurance verifying all general insurance requirements (as noted below) must be included with Bid at submittal on the date and time of the Bid opening. If the "preliminary" certificates are not included with a Bid submittal, then the City has the right to consider the submitted Bid as non-responsive on the date and time of the Bid opening. "Preliminary" Certificates may be issued without documentation of all "Special Provisions". However, Contractor does understand that all provisions, including "Special Provisions" noted below are expected to be fully documented on or attached to the "Official" Certificates of Insurance as described below.

27.12.2 "Official" Certificates of Insurance must be delivered to the City Clerk's office and Risk Manager of the City. If the "Official" certificates are not delivered before or on the fourteenth (14th) Business Day after the issuance by the City of the "Notice of Intent to Award", then the City has the right to consider the awarded Agreement to the successful Bidder as void and to negotiate a contract with the next lowest responsive and responsible Bidder. "Special Provisions", as referenced below under each type of insurance requirement shall be fully confirmed on or attached to the "Official" certificates.

27.12.3 All Certificates of Insurance must clearly identify the contract to which they pertain, including a brief description of the subject matter of the contract. The certificates shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty (30) days' prior written notice has been given to City. If this coverage is not provided, then Contractor is responsible for such notice to City. Insurance policies for required coverages shall be issued by companies authorized to do business under the laws of the State of Florida and any such companies' financial ratings must be no less than A-VII in the latest edition of the "BEST'S

KEY RATING GUIDE”, published by A.M. Best Guide. In the event that the insurance carrier’s rating shall drop, the insurance carrier shall immediately notify the City in writing.

SECTION 28 – SAFETY

28.1 The successful Bidder shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Project Work. The successful Bidder shall comply with the rules and regulations of the Florida Department of Commerce regarding industrial safety (Florida Statutes, Section 440.56) and with the standards set forth in the federal Occupational Safety and Health Act of 1970 (OSHA), and its amendments.

28.2 Bidder, by submitting a bid, certifies that all materials and equipment to be supplied for the Project will meet all federal and state requirements, including but not limited to, the Occupational Safety and Health Act (OSHA).

SECTION 29 - WARRANTY

The Contractor shall warrant to the City that materials and equipment furnished under the agreement will be of good quality and new unless otherwise required or permitted by the Contract Documents; that the Work will be free from defects, and that the Work will conform to the terms and conditions of the agreement. Work not conforming to those terms and conditions, including substitutions not properly approved and authorized may be considered defective. The Contractor's warranty may exclude damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient City maintenance, improper operation, or normal wear and tear under normal usage. The Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. All manufacturers’ product warranties shall be registered in the City’s name and for its sole benefit.

SECTION 30 - RESPONSIBLE BIDDER

No bid will be accepted from, nor will any agreement be awarded to, any person or entity who or which is in arrears to the City of Dania Beach upon any debt or agreement, who or which is in default as surety or otherwise upon any obligation to the City, who is deemed irresponsible or unreliable by the City, or who or which has been found guilty or convicted of a Public Entity crime in any federal or state trial court of record.

SECTION 31 - CONTRACTOR'S FINANCIAL/EXPERIENCE RECORD

The City shall have the right to investigate the financial condition and experience record of the Bidder, and determine to its satisfaction the competency of the Bidder to undertake the requested services in the ITB.

SECTION 32 - BILLING PROCEDURE

The preferred method for invoices is to send via email to ap@daniabeachfl.gov. A copy may also be mailed to City Hall.

Attn: Accounts Payable
100 West Dania Beach Boulevard
Dania Beach, Florida 33004

with a copy to:

City of Dania Beach Public Services Department
Attn: Fernando Rodriguez
1201 Stirling Road
Dania Beach, Florida 33004

The City will pay to the Contractor for the faithful performance of the Contract, in lawful money of the United States, and subject to adjustments as provided in the Contract Documents, the amounts equal to the sum of the unit, lump sum price or both established for each separately identified work item, times the estimated quantity of that item, as indicated in the Schedule of Prices.

As provided in the Bid, the quantities entered in the Schedule of Prices for each item of work is an estimate only and the final Contract amount and the total payment made to the Contractor will be based on the actual number of units of each work item incorporated in the Work of the Contract. It is understood that the unit prices quoted or established for work items will be used for computing the amount to be paid to the Contractor, based on the quantities actually constructed as determined by the applicable measurement and payment portion of the Specifications.

SECTION 33- PROGRESS PAYMENTS – N/A

SECTION 34 - BID PROTEST PROCEDURE

34.1 After a Notice of Intent to Award a contract is posted, any actual or prospective Bidder claiming to be aggrieved in connection with the pending award of the Contract or any element of the process leading to the award of the Contract may protest to the City Manager. A protest must be filed by 5:00 PM on the third (3rd) Business Day after posting at City Hall of the Notice of Award (excluding the day that the Notice is posted) or any right to protest is waived. The protest must be in writing, must identify the name and address of the protester, and must include a factual summary of, and the basis for, the protest. Filing shall be considered complete when the protest and a Bid Protest Bond are timely received by the City Manager's Office.

34.2 A Bid Protest Bond shall accompany the written protest, to compensate City for the expenses of administering the protest. If the protest is decided in the protester's favor, the entire deposit shall be returned to the protester. If the protest is not decided in the protester's favor, the deposit shall be retained by the City. The deposit shall be in the form of a cashier's check, and shall be the one percent (1%) of the amount of the pending award to the initial successful Bidder or five thousand (\$5,000.00) dollars, whichever is less.

34.3 The Protest Committee shall have the authority to review, settle, and resolve all protests. Members of the Protest Committee will be appointed by the City Manager. If the Protest

Committee determines that the pending award of a contract or any element of the process leading to the award involved a significant violation of law, applicable rule or regulation, all steps necessary and proper to correct the violation shall be taken. If the Protest Committee determines that the protest has merit, the City Manager shall direct that all appropriate steps are to be taken to remedy it.

34.4 In the event of a timely protest, the City Manager shall stay the award of the Contract unless, after consulting with the City Attorney and a representative from the City's Department for which the services are being obtained, the City Manager determines that the award of the Contract without delay is necessary to protect the substantial interests of the City. The continuation of the bid award process under these circumstances shall not preempt or otherwise affect the protest.

SECTION 35 - LITIGATION

35.1 In addition to any other provision of this ITB, the City may, in its absolute discretion, reject a Bid if the Bidder, or any officer or director of the Bidder submitting the Bid, is or has been engaged directly or indirectly in legal action against the City, its elected or appointed officers, representatives or employees in relation to any matter.

35.2 In determining whether or not to reject a Bid under this section, the City will consider whether the litigation is likely to affect the Bidder's ability to work with the City, its consultants and representatives and whether the City's experience with the Bidder indicates that there is a risk that the City will incur increased staff and legal costs in the administration of the contract if it is awarded to the Bidder.

35.3 A contract with the successful Bidder will include the following:

GOVERNING LAW; CONSENT TO JURISDICTION. The law of the State of Florida shall govern the contract. The contract is not subject to arbitration. **THE PARTIES EXPRESSLY WAIVE ALL RIGHTS TO TRIAL BY JURY FOR ANY DISPUTES ARISING FROM, OR IN ANY WAY CONNECTED WITH THIS AGREEMENT. THE PARTIES UNDERSTAND AND AGREE THAT THIS WAIVER IS A MATERIAL CONTRACT TERM.**

35.4 All claims, counterclaims, disputes and other matters in question between City and the Contractor arising out of, relating to or pertaining to the Contract, the breach of it, the services of it, or the standard of performance required in it, are to be addressed by resort to non-binding mediation as authorized under the laws and rules of Florida; provided, however, that in the event of any dispute between the parties, the parties agree to first negotiate with each other for a resolution of the matter or matters in dispute and, upon failure of such negotiations to resolve the dispute, the parties shall resort to mediation. If mediation is unsuccessful, any such matter may be determined by litigation in a court of competent jurisdiction in Broward County, Florida, or the Federal District Court of the Southern District of Florida and appropriate appellate courts for such venue and jurisdiction. If City or Contractor incurs any expense in enforcing the terms of the Contractor, whether suit is brought or not, each party shall bear its own costs and expenses including, but not limited to, court costs and reasonable attorney fees.

SECTION 35 - CONTRACT AWARD AND EXECUTION

35.1 Bid Opening and Evaluation: The City will publicly open and announce all bids it receives by total amount in accordance with the terms of the advertisement. The City will verify all bidders have properly submitted and executed all required bid documents and forms; review all bids for accuracy; prepare a tabulation of the bids showing the item details and total bid for all responsible bids; check for conformance of all bids to the engineer's estimate; evaluate unbalanced bid items; confirm the bid tabulations; and provide a recommendation for award of bid or recommendation for re-advertisement, if appropriate, to the City Commission.

35.2 Rejection of Bids: The City may reject bids in the following circumstances:

- (a) where the low bid differs from the engineer's estimate by an unreasonable amount (reasonable conformance pursuant to 23 CFR 635.114(c))
- (b) where obvious unbalancing of unit prices has occurred, or
- (c) where competition is considered to be inadequate relative to the size, type, and location of the project.

35.3 Prohibition of Negotiations with Contractors or Bidders: Negotiations with contractors are not permitted during the advertisement, award, or execution period of the contracting process.

35.4 Contract Award and Execution: The City will enter into a contract with the lowest priced and the most responsive and responsible bidder. If the City is unable to come to terms with the lowest priced and the most responsive and responsible bidder, the City shall initiate the award process with the next lower priced most responsive and responsible bidder, and so on, until a contract is executed.

The City is under no obligation to accept any Bid submitted. The City reserves the right in its sole discretion to waive informalities in, or, at any time in the process and to reject any or all Bids at any time.

All costs incurred in the preparation and presentation of any Bid shall be wholly absorbed by the Bidder. All supporting documentation and manuals submitted with any Bid will become the property of the City of Dania Beach unless otherwise requested by the Bidder at the time of submission.

SECTION 36 – CONE OF SILENCE

36.1 Cone of Silence: Definitions: “Cone of Silence,” as used in this ITB, means a prohibition on any communication regarding a particular Request for Proposal (“RFP”), Request for Qualification (“RFQ”) or Invitation to Bid (“ITB”), between:

a potential vendor, service provider, Bidder, bidder, lobbyist, or consultant, and:

a City Commission member, City’s professional staff including, but not limited to, the City Manager and her staff, or any member of the City’s Selection Committee.

Restriction; Notice: A Cone of Silence shall be imposed upon this ITB upon the advertisement of the ITB. At the time of imposition of the Cone of Silence, the City Manager or designee shall provide for public notice of the Cone of Silence by posting a notice at City Hall. The City Manager shall issue a written notice as to the Cone of Silence to the affected departments, file a copy of such notice with the City Clerk, with a copy to each City Commissioner, and shall include in any public solicitation for goods or services a statement disclosing the requirements of this section.

Termination of Cone of Silence: The Cone of Silence shall terminate at the beginning of the City Commission meeting (whether a regular or special meeting) at which the City Manager makes a written recommendation of award to the City Commission. However, if the City Commission refers the City Manager's recommendation back to the City Manager or staff for further review, the Cone of Silence shall be re-imposed until such time as the City Manager makes a subsequent written recommendation.

Exceptions to Applicability: The provisions of this section shall not apply to:

- a. Oral communications at pre-bid conferences;
- b. Oral presentations before the Selection Committee;
- c. Public presentations made to the City Commission members during any duly noticed public meeting;
- d. Communications in writing at any time with any City employee, unless specifically prohibited by the ITB. The Bidder shall file a copy of any written communication with the City Clerk. The City Clerk shall make copies available to any person upon request;
- e. Communications regarding the ITB between a potential vendor, service provider, Bidder, lobbyist or consultant and the City's Procurement and Contract Services Agent or City employee designated as responsible for administering the procurement process for the ITB, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document;
- f. Communications with the City Attorney and his staff;
- g. Duly noticed site visits to determine the competency of a Bidder regarding the ITB during the time period between the opening of Bids and the time the City Manager makes a written recommendation;
- h. Any emergency procurement of goods or services pursuant to City Code;
- i. Responses to the City's request for clarification or additional information;
- j. Contract negotiations during any duly noticed public meeting;

- k. Communications to enable City staff to seek and obtain industry comment or perform market research, provided all related communications between a potential vendor, service provider, Bidder, lobbyist, or consultant and any member of the City's professional staff including, but not limited to, the City Manager and his staff are in writing or are made at a duly noticed public meeting.

Penalties: Violation of this section by a particular Bidder shall render any ITB award or contract to the Bidder voidable by the City Commission or City Manager. Any person who violates a provision of this section may be prohibited from serving on a City selection or evaluation committee. In addition to any other penalty provided in this ITB, violation of any provision of this section by a City employee may subject the employee to disciplinary action. Please contact the City Attorney for any questions concerning "Cone of Silence" compliance.

SECTION 37 - ADDITIONAL GENERAL CONDITIONS

37.1 Liquidated Damages:

Liquidated Damages will be assessed as stated in the contract for each non-compliant day that any requirements listed in this section are not met.

37.1.1 Staging of Material in Right-Of-Way:

Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment. Staging area shall be fenced and screened from public sight. Contractor shall not store material such as pipes, drainage structures and equipment within a right of way without prior approval by the City. Material shall be properly secured and screened neatly and will not remain on right of way for more than a week. All equipment must be stored in a designated staging area.

37.1.2 Site Restoration:

37.1.2.1 Contractor shall remove all excess material and shall clean up and restore the site to its original condition or better. All damage, as a result of work under this Contract, done to existing structures, pavement, driveways, paved areas, curbs and gutters, sidewalks, shrubbery, grass, trees, fences, walls, utility poles, utility pipe lines, conduits, drains, catch basins, flagstones, rocked graveled or stabilized areas or driveways, and including all obstructions not specifically named in this provision, shall be repaired, or replaced, as determined by the Engineer. Site restoration shall be done in a timely manner as the work progresses. Site restoration work shall be completed on private property within 30 days after being disturbed.

37.1.3 Access:

As applicable, Contractor shall provide one lane open to through-traffic for each section of construction in each direction at all times unless a complete road closure is required. The Contractor shall make every effort to provide access to driveways at the end of the working day. If a driveway is not accessible, homeowners should have access to a neighboring swale area for temporary parking. When vehicular access to homes is not possible for parking of vehicles, an area for parking shall be provided within one block of the furthest home

affected. This condition is to be avoided whenever possible and not last more than three (3) days. Vehicular access must be provided by the end of each business working day. The parking area location shall be coordinated by the Contractor, with the City's approval.” In the event that this option is approved by the City, the Contractor shall notify affected residents at least 48 hours in advance.

EXHIBIT "A"

BIDDER QUALIFICATIONS

ITB NO. 23-011

The Bidder, as a result of this Bid, MUST hold a county or municipal business tax receipt in its area of its fixed business location. The following information MUST be completed and submitted with the Bid to be considered:

1. Legal Name and Address:

Name: _____

Address: _____

City, State, Zip: _____ Telephone/Fax: _____

2. Specify type of entity Check One: Corporation () Partnership () Individual ()
Other () _____ SPECIFY

3. If Corporation, state:

Date of Incorporation: _____ State in which Incorporated: _____

4. If an out-of-state Corporation or entity, must be currently authorized to do business in Florida by the Office of the Florida Secretary of State:

5. Name and Title of Principal Officers

Date Elected:

6. The length of time in business: _____ years

7. The length of time (continuous) in business in Florida: _____ years

8. Provide a list of at least five commercial or government references that the successful Bidder has supplied service/commodities meeting the requirements of the City of Dania Beach specifications, within the last five (5) years (see attached).

9. A copy of a county or municipal Business Tax Receipt.

10. SIMILAR PROJECTS WITHIN THE LAST FIVE (5) YEARS

Project Title	Project Title
Address	Address
Owner	Owner
Owner's Telephone Number	Owner's Telephone Number
Contract Value	Contract Value
Percent Complete	Percent Complete
Completion Date	Completion Date
Project Title	Project Title
Address	Address
Owner	Owner
Owner's Telephone Number	Owner's Telephone Number
Contract Value	Contract Value
Percent Complete	Percent Complete
Completion Date	Completion Date

Project Title

Address

Owner

Owner's Telephone Number

Contract Value

Percent Complete Completion Date

Project Title

Address

Owner

Owner's Telephone Number

Contract Value

Percent Complete Completion Date

Project Title

Address

Owner

Owner's Telephone Number

Contract Value

Percent Complete Completion Date

Project Title

Address

Owner

Owner's Telephone Number

Contract Value

Percent Complete Completion Date

Project Title	Project Title
Address	Address
Owner	Owner
Owner's Telephone Number	Owner's Telephone Number
Contract Value	Contract Value
Percent Complete	Percent Complete
Completion Date	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 23-011

Proposer, hereby declares that he or she has carefully read all terms and conditions of this solicitation and fully understands the specifications contained herein, and does hereby agree to furnish all labor, materials, tools, equipment, insurance, bonds, and incidentals and to sustain all the expenses incurred in performing the work in strict accordance with the Bid, specifications, plans and drawings, addendums, if applicable, which are made a part thereof at the following prices offered.

DESCRIPTION	
PROPOSED PRICE PER CUBIC YARD (Estimated Volume = 2,000-4,000 C.Y. per year)	\$ _____

Quantity shown above is only an estimate of the amount of lime sludge to be removed over a twelve (12) month time period. The City makes no guarantee of any minimum amount to be transported from the plant during the contract time period.

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): Hauling and disposal of dry lime sludge from City’s water treatment plant.

City Bid No. 23-011

BOND

Date (not earlier than
Construction Contract
Date):

Amount:

Modifications to this Bond:

None _____ See Page(s) _____

CONTRACTOR AS PRINCIPAL
(Corporate Seal)

SURETY
(Corporate Seal)

Signature

Signature

Name

Name

Title

Title

(Any additional signatures please include at the end of page 5)

FLORIDA RESIDENT AGENT

Address

Telephone:

1. **DEFINITIONS**

- (A) **Balance of the Contract Price:** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
 - (B) **Construction Contract:** The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes to them.
 - (C) **Contractor Default:** Failure of the Contractor, which failure has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.
 - (D) **Owner Default:** Failure of the Owner, which failure has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms of it.
2. The Contractor and the Surety, jointly and severally bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated into this document by this reference.
3. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences.
4. If there is no Owner Default, the Surety's obligation under this Bond shall arise after:
- (A) The Owner has notified the Contractor and the Surety at its address described in paragraph ten (10) below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen (15) calendar days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, to subsequently declare a Contractor Default; and
 - (B) The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than twenty (20) calendar days after the Contractor and the Surety have received; and

- (C) The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a Contractor selected to perform the Construction Contract in accordance with the terms of the Contract with the Owner.
5. When the Owner has satisfied the conditions of paragraph 4, the Surety shall promptly and at the Surety's expense take one of the following actions:
- (A) Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or
 - (B) Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or
 - (C) Obtain bids or negotiated Bids from qualified Contractors acceptable to the Owner for a Contract for performance and completion of the Construction Contract, arrange for a Contract to be prepared for execution by the Owner and the Contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified Surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in paragraph six (6) in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or
 - (D) Waive its right to perform and complete, arrange for completion, or obtain a new Contractor acceptable to the Owner and with reasonable promptness under the circumstances:
 - 1. After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or
 - 2. Deny liability in whole or in part and notify the Owner citing reasons therefor.
6. If the Surety does not proceed as provided in paragraph four (4) with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen (15) calendar days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds, on in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.
7. After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to

commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

- (A) The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- (B) Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under paragraph 4; and
- (C) Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

Liquidated Damages

Time is of the essence regarding this Invitation to Bid Construction and the work contemplated hereunder and the City may suffer financial loss and inconvenience if the work is not completed to the satisfaction of the City by the time stipulated in the Contract. Therefore, failure to timely complete the work shall result in the awarded Bidder being subject to liquidated damages, but not as penalty, in the amount of \$1,665.00 per calendar day, as set forth in 23 CFR 635.127, for each and every calendar day the work remains incomplete or the items remain undelivered. As compensation due the City for loss of use and for additional costs incurred by the City due to such non-completion of the work, the City shall have the right to deduct the liquidated damages from any amount due, or that may become due to the awarded Bidder under the Contract, or to invoice the awarded Bidder for such damages if the costs incurred exceed the amount due to the awarded Bidder. The awarded Bidder and the City agree that the amount for liquidated damages is not punitive, and is intended to compensate the City for difficult to quantify losses.

- 8. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators or successors.
- 9. The Surety waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
- 10. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two (2) years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

11. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the first page of this document.
12. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with such statutory or legal requirement shall be deemed deleted from this document and provisions conforming to such statutory or other legal requirement shall be deemed incorporated into it. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

CONTRACTOR AS PRINCIPAL
(Corporate Seal)

Signature

Name

Title

SURETY
(Corporate Seal)

Signature

Name

Title

Dated: _____, 20__

END OF PERFORMANCE BOND

EXHIBIT "D"

PAYMENT BOND

Any singular reference to Contractor, Surety, Owner or any other party shall be considered plural where applicable.

CONTRACTOR (name and address):

SURETY (name and principal place of business):

OWNER:

City of Dania Beach, Florida
100 West Dania Beach Boulevard
Dania Beach, Florida 33004

CONSTRUCTION CONTRACT

Project Name: "LIME SLUDGE HAULING AND DISPOSAL"

City's Bid No.: **23-011**

Date: _____ Amount: _____

Hauling and disposal of dry lime sludge from City's water treatment plant.

BOND

Date (not earlier than
Construction Contract

Date): _____

Amount: _____

Modifications to this Bond: None _____

CONTRACTOR AS PRINCIPAL
(Corporate Seal)

See Page(s) _____

SURETY
(Corporate Seal)

Signature

Signature

Name

Title

Name

Title

(Any additional signatures please include at the end of page 5)

FLORIDA RESIDENT AGENT

Address

Telephone

Facsimile

1. **DEFINITIONS**

- (A) **Claimant:** An individual or entity having a direct Contract with the Contractor or with a Subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's Subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.
 - (B) **Construction Contract:** The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes to it.
 - (C) **Owner Default:** Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms of the Contract.
2. The Contractor and the Surety, jointly and severally bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated into this document by this reference.
3. With respect to the Owner, this obligation shall be null and void if the Contractor:
- (A) Promptly makes payment, directly or indirectly, for all sums due Claimants, and
 - (B) Defends, indemnifies and holds harmless the Owner, its elected officials, employees, agents and Consultant from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for the payment for labor, materials or equipment furnished for use in the performance of the Work, pursuant to the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.
4. With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.
5. The Surety shall have no obligation to Claimants under this Bond until:
- (A) Claimants who are employed by or have a direct Contract with the Contractor have given notice to the Surety (at the address described in paragraph 13) and sent a copy of the notice to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
 - (B) Claimants who do not have a direct Contract with the Contractor:
 - 1. Have furnished written notice to the Contractor and sent a copy, or notice of it, to the Owner, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and

2. Have either received a rejection in whole or in part from the Contractor, or not received within thirty (30) days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and
 3. Not having been paid within the above thirty (30) days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice of it, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.
6. If a notice required by paragraph four (4) is given by the Owner to the Contractor, or to the Surety, that is sufficient compliance.
7. When the Claimant has satisfied the conditions of paragraph 4, the Surety shall promptly and, at the Surety's expense, take the following actions:
 - (A) Send an answer to the Claimant, with a copy to the Owner, within forty-five (45) days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
 - (B) Pay or arrange for payment of any undisputed amounts.
8. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
11. The Surety waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work, part of the work is located, or after the expiration of one (1) year from the date: 1) on which the Claimant gave the required notice; or 2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of one (1) or two (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
13. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with the statutory or legal requirement shall be deemed deleted from this Bond and provisions conforming to such statutory or other legal requirement shall be deemed incorporated into this Bond. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
15. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL
(Corporate Seal)

SURETY
(Corporate Seal)

Signature

Signature

Name

Name

Title

Title

Dated: _____, 20__

END OF PAYMENT BOND

EXHIBIT “E”

BIDDER’S QUESTIONNAIRE

The undersigned guarantees the truth and accuracy of all statements and answers contained below:

1. How many years has your organization been in business? _____
2. List below (or on an attached sheet, if necessary) the names, addresses and telephone numbers of organizations, governmental, private or both located in Broward, Miami-Dade or Palm Beach Counties, for which you are now, or have within the past five (5) years, provided services similar to that called for in the Invitation to Bid.

3. List below (or on an attached sheet, if necessary) all pertinent information and data that would indicate the ability of your organization and management personnel to perform satisfactorily.

4. Have you personally completed a plan for performance of the work?

5. Have you ever failed to complete work awarded to you? If so, when, where and why?

6. What equipment do you own that is available for work?

7. Has your company ever been debarred or held in default in Broward, Miami-Dade, or Palm Beach Counties or elsewhere by any other governmental entity? _____
8. How many employees (Contractors only) will be assigned to perform the services? _____
9. How many supervisors will be assigned to perform the services? _____

10. Will personnel be part of a regular crew assigned to perform the services?
Yes_____ No_____
11. Will you be able to provide service for emergency situations? Yes_____ No_____
- If so, how much notice is required? _____
12. What equipment do you own that is available to complete the Project?
- _____
- _____
- _____
- _____

Please attach copies of any licenses, awards, certificates, etc., that you may have.

**EVERY PIECE OF EQUIPMENT MUST HAVE ORIGINAL FACTORY GUARDS
AND SHIELDS INSTALLED AND FUNCTIONING AT THE TIME OF WORK.**

END OF BIDDER'S QUESTIONNAIRE

EXHIBIT “F”

Sworn Statement Under Section §287.133(3)(a), Florida Statutes on Public Entity Crimes

(This form must be signed in the presence of a Notary Public or other officer authorized to administer oaths.)

1. This sworn statement is submitted with Invitation to Bid No. 23-011.

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 _____, 2023, 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"
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: **LIME SLUDGE HAULING AND DISPOSAL**
 City's Invitation to Bid No.: 23-011

Name of Bidder

SIGNATURE of Bidder or Authorized
Agent of Bidder

PRINT Name of Bidder or Authorized
Agent of Bidder

Title

_____, 2023.
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 “H”
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 H – (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 “I”

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 "J"

BID BOND

BIDDER

Name

Address

FLORIDA RESIDENT AGENT

Name

Address

Phone Fax

SURETY

Name

Address

OWNER

City of Dania Beach, Florida
100 West Dania Beach Boulevard
Dania Beach, Florida 33004
Telephone: (954) 924-6800
Facsimile: (954) 921-2604

PROJECT: LIME SLUDGE HAULING AND DISPOSAL
ITB No. 23-011

_____ Bid Due Date	_____ Bond Number	_____ Bond Date	\$_____ Penal Sum
------------------------------	-----------------------------	---------------------------	-----------------------------

IN WITNESS OF THE FOREGOING, Surety and Bidder, intending to be legally bound, subject to the terms included in this section, do each cause this Bid Bond to be duly executed on its behalf by its respective, authorized officer, agent, or representative.

IDENTITY OF BIDDER

Corporate Name and Seal
(or other Full Legal Name)

Signature

Printed Name and Title

Attest

Attest

IDENTITY OF SURETY (Attach Power of Attorney)

Corporate Name and Seal
(or other Full Legal Name)

Signature

Printed Name and Title

Attest

Attest

The above addresses shall be used for giving of required notices. Any singular reference to Bidder, Surety, Florida Resident Agent, Owner or other party shall be considered a plural where applicable.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to City upon default of Bidder, the penal sum set forth on the face of this Bond. In no event shall Bidder's and Surety's obligation exceed the penal sum set forth on the face of this Bond.
2. Default of Bidder shall occur upon the failure of the Bidder to deliver within the time required by the Bid and Contract Documents (or any extension of time agreed to in writing by City) a fully executed Agreement, Insurance Agent Statement, all certificates of insurance, and any Performance and Payment Bonds.
3. This obligation shall be null and void if:
 - 31 City accepts Bidder's bid and Bidder delivers within the time required by the bidding and contract documents (or any extension of time agreed to in writing by City) the executed Agreement, the Insurance Agent Statement, and the Performance and Payment Bonds, or
 - 32 All bids are rejected by City, or
 - 33 City fails to issue a Notice of Award to Bidder within the time specified in the ITB documents (or any extension of time agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph five (5) below).
4. Payment under the Bid Security Bond will be due and payable upon default by Bidder and within thirty (30) calendar days after receipt by Bidder, and Surety of written notice of default from City's City Clerk, which notice will be given with reasonable promptness, identifying the Bid; Security Bond and the Project, including a statement of the amount due.
5. Surety waives notice of any and all defenses based on, or arising out of, any time extension to issue a Notice of Award agreed to in writing by City and Bidder, provided that the total time for issuing the Notice of Award, including extensions shall not in the aggregate exceed One Hundred Twenty (120) days from the ITB due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to thirty (30) calendar days after the notice of default required in paragraph four (4) above is received by Bid and Surety, and in no case later than one (1) year after bid due date.
7. Any suit or action under this Bond shall be commenced only in a Florida court of competent jurisdiction. Any award granted shall not be subject to prejudgment interest.
8. Notices required under this Bid Bond shall be in writing and sent to Bid and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf

of Surety to execute, seal and deliver such Bond and bind the Surety.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included in it as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of such statute shall govern and the remainder of this Bond that is not in conflict shall continue in full force and effect.

EXHIBIT “K”

BID SECURITY

ATTACH BID BOND HERE

EXHIBIT “L”

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 “M”

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 “M”

**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 “N”

DRUG-FREE WORKPLACE CERTIFICATION FORM

Whenever two (2) or more bids/Bids, which are equal with respect to price, quality, and service, are received by the CITY OF DANIA BEACH for the procurement of commodities or contractual services, a bid/Bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of controlled substances is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in number (1).
4. In the statement specified in number (1), notify the employees that as a condition for working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction on or plea of guilty or no contest to any violation of Chapter 893, Florida Statutes or of any controlled substance law of the United States or any singular state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

This Certification is submitted by _____ the
(PRINT Name of Authorized Agent)

_____ of _____

(Title)

(Bidder Name)

who does certify that said Company has implemented a drug-free workplace program, which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

SIGNATURE

DATE

EXHIBIT "B"

BID FORM

ITB 23-011

Proposer, hereby declares that he or she has carefully read all terms and conditions of this solicitation and fully understands the specifications contained herein, and does hereby agree to furnish all labor, materials, tools, equipment, insurance, bonds, and incidentals and to sustain all the expenses incurred in performing the work in strict accordance with the Bid, specifications, plans and drawings, addendums, if applicable, which are made a part thereof at the following prices offered.

DESCRIPTION	
PROPOSED PRICE PER CUBIC YARD (Estimated Volume = 2,000-4,000 C.Y. per year)	\$ <u>43.75</u> <i>forty three and 75/100</i>

Quantity shown above is only an estimate of the amount of lime sludge to be removed over a twelve (12) month time period. The City makes no guarantee of any minimum amount to be transported from the plant during the contract time period.



Public Services

City of Dania Beach

Memorandum

DATE: 10/24/2023

TO: Mayor and Commissioners

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

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

SUBJECT: AUTHORIZATION TO AWARD BID ITB NO. 2023-007 “STORM SEWER & SEWER MAIN CLEANING & REPAIR SERVICES”

Request:

The Public Services Department (PSD) seeks the City Commission's approval to award ITB BID No. 2023-007 to Kailas Corp. and Hinterland Group Inc. for “Storm Sewer and Sewer Main Cleaning and Repair Services”.

Background:

The City regularly faces challenges resulting from rain events that often generate flooding throughout the city. In these events, the City staff pumps rainwater from the streets to the canals or to lower elevation storm drains using portable pumps and vacuum trucks. Also, PSD regularly performs preventive maintenance, which includes sewer and stormwater system cleaning and repairs performed by city staff. PSD has determined that having additional storm water, sewer main cleaning and repair capacity is critical to not only address flooding situations but also to stay current with regular infrastructure maintenance schedules.

The contracts with the above vendors include various services ranging from sewer cleaning and inspections of different pipe sizes, grouting and leak repairs, root and grease removal, manhole maintenance, dewatering equipment and services, and bypass pumping. This project's Invitation to Bid No. 2023-007 “Storm Sewer & Sewer Main Cleaning & Repair Services” was advertised in the Sun-Sentinel and posted on the City's website and Demand-Star on June 05, 2023. Bids were opened publicly on July 5, 2023, with two responses being received; Kailas Corp. and Hinterland Group Inc.

Budgetary Impact

Funding will be appropriated from the Stormwater Contractual Services General Account No.403-38-01-538-63-10, with payments made on a as needed basis for services rendered

Recommendation

The PSD recommends City Commission approval to award BID ITB No. 2023-007 “Storm Sewer and Sewer Main Cleaning and Repair Services” to Kailas Corp. and Hinterland Group Inc.

RESOLUTION NO. 2023-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE AWARD OF BID ITB NO. 2023-007, ENTITLED, “STORM SEWER AND SEWER MAIN CLEANING SERVICES” AND TO ENTER INTO AN AGREEMENT WITH KAILAS CORP. AND HINTERLAND GROUP INC. IN AN AMOUNT THAT MAY EXCEED THE ANNUAL VENDOR THRESHOLD AMOUNT OF FIFTY THOUSAND DOLLARS (\$50,0000.00) FOR EACH FISCAL YEAR THAT THE CONTRACT IS IN PLACE; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Public Services Department (PSD) consistently undertakes preventive and routine maintenance by in-house staff, including cleaning and repair of the sewer and stormwater system; and

WHEREAS, the City regularly confronts flooding challenges resulting from rain events, often requiring City staff to pump rainwater from the streets to the canals and to use vacuum trucks to remove standing rainwater; and

WHEREAS, the PSD has identified the need for third-party services for routine maintenance and emergency assistance during heavy rain events; and

WHEREAS, to address these needs, the City issued Invitation to Bid (ITB) No. 2023-007, “Storm Sewer and Sewer Main Cleaning and Repair Services”, and bids were publicly opened on July 10th, 2023, with two bids being received from Kailas Corp. and Hinterland Group Inc.; and

WHEREAS, the PSD recommends that the City Commission approve and authorize the execution of contracts with Kailas Corp. and Hinterland Group Inc. for the aforementioned services; and

WHEREAS, the Dania Beach Code of Ordinances, Chapter 2, Article 1, Section 2-10, “Monetary thresholds for certain purchases and payment disbursement authorizations”, Subsection (a), sets the monetary threshold at \$50,000.00 for a vendor each fiscal year.

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

Section 1. That the 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. and Hinterland Group Inc. that may exceed the annual vendor

thresh” and \$50,000.00 for services under the terms of ITB No. 23-007 and in accordance with the schedule of costs, a copy of which agreements are attached as Exhibit “A”, and made a part of and incorporated into this this Resolution by this reference.

Section 3. That the funding for these proposed contracts is available and appropriated within the Stormwater Management Contractual Services Account No. 403-38-01-538-34-10, with payments made on an as needed basis for services rendered.

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

Section 5. That this Resolution shall be effective 10 days after passage.

PASSED AND ADOPTED on _____, 2023.

Motion by _____, second by _____.

FINAL VOTE ON ADOPTION:

Commissioner Joyce L. Davis _____

Commissioner Tamara James _____

Commissioner Marco Salvino _____

Vice Mayor Lori Lewellen _____

Mayor Archibald J. Ryan IV _____

PASSED AND ADOPTED on _____, 2023.

ATTEST:

ELORA RIERA, MMC
CITY CLERK

ARCHIBALD J. RYAN IV
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

AGREEMENT

THIS IS AN AGREEMENT (the "Agreement") entered into on _____, 2023, between the City of Dania Beach, Florida, a Florida municipal corporation, (the "City") with an address of 100 West Dania Beach Boulevard, Dania Beach, Florida 33004, and Kailas Corp. ("Contractor") a Florida corporation with a mailing address 12565 Orange Drive, #410, Davie, Florida 33330, for services related to City Invitation to Bid ("ITB") No. 23-007, entitled, "Storm Sewer and Sewer Main Cleaning and Repair Services".

W I T N E S S E T H:

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

ARTICLE 1 **PREMABLE**

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.

1.1 On June 5, 2023 the CITY advertised its notice to bidders of the CITY's desire to hire a CONTRACTOR to provide storm sewer and sewer main cleaning and repair services as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof, for the said bid entitled:

ITB NO. 23-007 **"STORM SEWER AND SEWER MAIN CLEANING AND REPAIR SERVICES"**

1.2 On July 10, 2023, the bids were opened at Dania Beach City Hall, 100 Dania Beach Boulevard, Northwest Conference Room.

1.3 On October 24, 2023, the CITY awarded the bid to CONTRACTOR and approved an agreement with CONTRACTOR consistent with the terms and conditions set forth herein.

ARTICLE 2 **SERVICES AND RESPONSIBILITIES**

2.1 CONTRACTOR hereby agrees to provide the services for electric motor and pump repair, as more particularly described in **Exhibit "A"**, and CONTRACTOR's response thereto, attached hereto and made a part hereof as **Exhibit "B"**. CONTRACTOR agrees to do everything required by this

Agreement, the Sealed Bid Package, Addenda to this Agreement, and Commission award complete with proposal form. In the event of any conflicts between this Agreement, Exhibit A and Exhibit B, this Agreement shall prevail, followed by Exhibit A, and Exhibit B, thereafter.

2.2 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.

2.3 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.

2.4 CONTRACTOR assumes professional and technical responsibility for performance of its services to be provided hereunder in accordance with recognized professional standards of good engineering practice. If within one year following completion of its services, such services fail to meet the aforesaid standards, and the CITY promptly advises CONTRACTOR thereof in writing, CONTRACTOR agrees to re-perform such deficient services without charge to the CITY.

2.5 CONTRACTOR shall not utilize the services of any sub-Contractor without the prior written approval of CITY.

ARTICLE 3

TERM AND TERMINATION

3.1 The term of this Agreement shall be for three (3) years, commencing on November 15, 2023 and terminating on November 14, 2026. This Agreement may be renewed for up to two (2) additional one (1) year terms, subject to the written consent and agreement between the Parties.

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

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

that the termination was not authorized under the circumstances then the termination shall be deemed to be a termination for convenience.

ARTICLE 4

COMPENSATION AND METHOD OF PAYMENT

Payment for Services. City agrees to pay CONTRACTOR a fee or fees as determined based upon the scope of work identified by the City to provide services related to the specified project. There will be a not-to-exceed amount of One Hundred Fifty Thousand Dollars (\$150,000.00) per year for the term of this Agreement. No travel and meal costs will be reimbursable. Prior to seeking any services outside of CONTRACTOR's scope and pricing as identified in Exhibit "A", as "Costs not included with proposal", CONTRACTOR shall adhere to the foregoing:

4.1. Any necessary additional work, as determined by City, which is not covered by the scope of service, shall not be undertaken without a written amendment to authorizing a Work Order executed by both parties in advance of any new or additional work.

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

4.3. The City shall pay CONTRACTOR monthly for services rendered within thirty (30) calendar days from date of approval of each of CONTRACTOR's invoices by the City Manager, up to the maximum amount of the proposal contained in Exhibit A. If any errors or omissions are discovered in any invoice, City will inform CONTRACTOR and request revised copies of all such documents. If any disagreement arises as to payment of any portion of an invoice, City agrees to pay all undisputed portions and the parties agree to cooperate by promptly conferring to resolve the disputed portion.

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

ARTICLE 5

CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK

5.1 CITY or CONTRACTOR may request changes that would increase, decrease, or otherwise modify the Scope of Services, as described in **Exhibit "A,"** to be provided under this Agreement as described in Article 2 of this Agreement. These changes will affect the monthly compensation accordingly. Such changes or additional services must be in accordance with the provisions of the Code of Ordinances of the CITY, and must be contained in a written amendment, executed by the parties hereto, with the same formality, equality and dignity herewith prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work.

5.2 In no event will the CONTRACTOR be compensated for any work which has not been described in a separate written agreement executed by the parties hereto.

ARTICLE 6

INDEMNIFICATION

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

6.1 bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting from, or any other damage or loss arising out of or resulting or claimed to have resulted in whole or in part from any actual or alleged negligent act, error or omission of the 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;

6.2 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;

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

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

6.5 The parties recognize that various provisions of this Agreement, including but not necessarily limited to this Section, provide for indemnification by the CONTRACTOR and that Florida Statutes §725.06 requires a specific consideration be given therefor. The parties therefore agree that the sum of **Ten Dollars and 00/100 (\$10.00)**, receipt of which is hereby acknowledged, is the specific consideration for such indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by CONTRACTOR. Furthermore, the parties understand and agree that the covenants and representations relating to this indemnification provision shall serve the term of this Agreement and continue in full force and effect as to the party's responsibility to indemnify.

ARTICLE 7

INSURANCE

7.1 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.

7.2 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.**

7.3 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.

7.4 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.

7.5 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.

7.6 **WORKERS' COMPENSATION INSURANCE** must be provided for all persons fulfilling this agreement whether employed, contracted, temporary, or subcontracted for the life of the agreement, including any applicable warranty period(s), and it is to apply to all "statutory employees" of Contractor (as that phrase is defined by Chapter 440, Florida Statutes), in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws, for the benefit of the Contractor, its employees, and Subcontractors.

7.7 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.

7.8 **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.**

7.9 **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.

7.10 **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.

7.11 **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.

7.12 **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:

7.12.1 “Official” Certificates of Insurance must be delivered to the City Clerk’s office and Risk Manager of the City. If the “Official” certificates are not delivered before or on the fourteenth (14th) Business Day after the issuance by the City of the “Notice of Intent to Award”, then the City has the right to consider the awarded Agreement to the successful Bidder as void and to negotiate a contract with the next lowest responsive and responsible Bidder. “Special Provisions”, as referenced below under each type of insurance requirement shall be fully confirmed on or attached to the “Official” certificates.

7.12.2 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.

ARTICLE 8

INDEPENDENT CONTRACTOR

8.1 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, H.U.D., or United States 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 9

GOVERNING LAW, VENUE, FEES

9.1 This Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this agreement shall be in Broward County, Florida.

9.2 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; 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.

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

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

ARTICLE 10

PUBLIC RECORDS

10.1 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.

10.2 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.

10.3 Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the City.

10.4 Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the CONTRACTOR shall be delivered by the CONTRACTOR to the City Manager, at no cost to the City, within seven (7) days. All such records stored electronically by CONTRACTOR shall be delivered to the City in a format that is compatible with the City's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the CONTRACTOR shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

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

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

Section 119.0701(2)(a), Florida Statutes

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS.

Custodian of Records: ELORA RIERA, CITY CLERK
Mailing Address: 100 W. Dania Beach Boulevard
Dania Beach, Florida 33004

Telephone number: 954-924-9800, Ext. 3623

Email: eriera@daniabeachfl.gov

ARTICLE 11 NOTICES

11. **Notices.** Except as provided above, whenever either party desires to give notice to the other, it must be given by written notice, sent by certified U.S. mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective persons and places for giving of notice:

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

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

Contractor: Jorge Paz, President
Kalas, Corp.
12565 Orange Drive, #410
Davie, Florida 33330

ARTICLE 12

SCRUTINIZED COMPANIES -- 287.135 AND 215.473

SCRUTINIZED COMPANIES. CONTRACTOR certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, CONTRACTOR agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the CITY may immediately terminate this Agreement for cause if the CONTRACTOR, its affiliates, or its subcontractors are found to have submitted a false certification; or if the CONTRACTOR, its affiliates, or its subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

ARTICLE 13

E-VERIFY

A. 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:

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

(iii) 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 14

SOVEREIGN IMMUNITY

14.1 CONTRACTOR acknowledges that the Florida Doctrine on Sovereign Immunity bars all claims by CONTRACTOR against the CONTRACTOR other than claims arising out of this Agreement. Specifically, the CONTRACTOR acknowledges that it cannot and will not assert any claims against the CONTRACTOR, unless the claim is based upon a breach by the CONTRACTOR of this Agreement. Further, the CONTRACTOR recognizes the CONTRACTOR 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 CONTRACTOR's exercise of that regulatory authority. In addition, the CONTRACTOR 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 CONTRACTOR of implied warranties or representations not specifically set forth in this Agreement, as the parties stipulate that there are no such implied warranties or representations of the CONTRACTOR. All obligations of the CONTRACTOR 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, Consultants, agents, or any CONTRACTOR employee; and
- 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 CONTRACTOR and the CITY.

ARTICLE 15

MISCELLANEOUS

15.1 **Ownership of Documents.** Reports, surveys, plans, studies and other data provided in connection with this Agreement are and shall remain the property of CITY whether or not the project for which they are made is completed. City hereby agrees to use CONTRACTOR's work product for its intended purposes.

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

15.3 **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.

15.4 **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.

15.6 **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.

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

15.8 **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.

15.9 **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.

15.10 **Extent of Agreement.** This Agreement represents the entire and integrated agreement between the CITY and the CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral.

15.11 **Legal Representation.** It is acknowledged that each party was represented by counsel in the preparation of and contributed equally to the terms and conditions 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.

15.12 **Counterparts and Execution.** This Agreement may be executed 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.

15.13 **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.

The CONTRACTOR 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).

15.14 **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.

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

ATTEST:

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

ELORA RIERA, MMC
CITY CLERK

ARCHIBALD J. RYAN IV
MAYOR

ANA M. GARCIA, ICMA-CM
CITY MANAGER

Dated: _____, 2023

APPROVED FOR FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

CONTRACTOR:
Kailas, Corp.
a Florida corporation

WITNESSES:

SIGNATURE

PRINT Name

SIGNATURE

PRINT Name

SIGNATURE

Jorge Paz

PRINT Name

President

Title

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence
or ☐ online notarization, on _____, 20__, by Jorge Paz as President of Kailas
Corp., a Florida corporation. He/She is personally known to me or has produced _____
_____ as identification.

My Commission Expires:

NOTARY PUBLIC
State of Florida



ITB 23-007: STORM SEWER AND SEWER MAIN CLEANING AND REPAIR SERVICES

EXHIBIT 'B' BID FORM

Category	Line Item	Quantity & Unit	Unit Price	Total Price
A. Sewer Cleaning and Inspection	Sewer Cleaning in 12" Pipe	150 Ft.	\$15.72	\$2,358.00
	Sewer Cleaning in 15" to 24" Pipe	150 Ft.	\$20.52	\$3,078.00
	Video recording of Storm Sewer (all sizes)	350 Ft.	\$6.30	\$2,205.00
	Clear obstruction or blockage in sanitary sewer or storm sewer	8 Hour	\$936.00	\$7,488.00
	Emergency call out day or night (2 hours response)	50 Call	\$5,400.00	\$270,000.00
B. Grouting and Leak Repair	Grouting of Leaking Joints in 6" - 12" Pipe	65 Each	\$5,820.00	\$378,300.00
	Grouting of leaking joints in 15" - 18" pipe	45 Each	\$5,940.00	\$267,300.00
	Grouting of leaking joints in 24" - 30" pipe	45 Each	\$5,940.00	\$267,300.00
	Grouting of leaking manholes 0 - 6 ft. deep	15 Each	\$4,410.00	\$66,150.00
	Grouting of leaking manholes 6 ft-1" - 12 ft. deep	10 Each	\$4,410.00	\$44,100.00

Category	Line Item	Quantity & Unit	Unit Price	Total Price
	Grouting of leaking manholes 12ft -1" and deeper	10 Each	\$4,650.00	\$46,500.00
	Grouting of leaking laterals	20 Lateral	\$2,520.00	\$50,400.00
C. Cleaning and Root or Grease Removal	Cleaning 12" - 24" storm sewer	500 Ln. Ft.	\$20.52	\$10,260.00
	Root or Grease Removal 12" - 24" sewer	250 Ln. Ft.	\$20.52	\$5,130.00
	Cleaning 30" - 42" storm sewer	400 Ln. Ft.	\$22.92	\$9,168.00
	Root or Grease Removal 30" - 42" storm sewer	25 Ln. Ft.	\$146.52	\$3,663.00
	Cleaning 48" - 60" storm sewer	400 Ln. Ft.	\$30.12	\$12,048.00
	Root or Grease Removal 48" - 60" storm sewer	25 Ln. Ft.	\$20.52	\$513.00
D. Manhole Maintenance	Cleaning storm sewer catch basin manholes 1 ft.-6 ft. deep	50 Each	\$394.50	\$19,725.00
	Cleaning storm sewer catch basin manholes 6 ft.-1" -10 ft. deep	25 Each	\$394.50	\$9,862.50
	Cleaning storm sewer catch basin manholes 10 ft-1" -16 ft. deep	10 Each	\$394.50	\$3,945.00
E. Dewatering Equipment and Services	Dewatering with 4" centrifugal pump (20 ft. suction and 100 ft. discharge hose)	72 Hour	\$594.00	\$42,768.00
	3" discharge hose 100 ft. sections	10 Each	\$60.00	\$600.00
	4" discharge hose 100 ft. sections	15 Each	\$60.00	\$900.00
	Suction Hose 100Ft Sections	10 Each	\$60.00	\$600.00
F. Point Repair Services	Point repair (8" pipe) up to 9 linear feet	15 Each	\$5,000.00	\$75,000.00

Category	Line Item	Quantity & Unit	Unit Price	Total Price
	Additional charge (8" pipe) per linear foot	15 Ln. Ft.	\$500.00	\$7,500.00
	Point repair (10" pipe) up to 9 linear feet	15 Each	\$5,000.00	\$75,000.00
	Additional charge (10" pipe) per linear foot	20 Ln. Ft.	\$500.00	\$10,000.00
	Point repair (12" pipe) up to 9 linear feet	20 Each	\$5,000.00	\$100,000.00
	Additional charge (12" pipe) per linear foot	20 Ln. Ft.	\$500.00	\$10,000.00
	Point repair (15" pipe) up to 9 linear feet	20 Each	\$5,000.00	\$100,000.00
	Additional charge (15" pipe) per linear foot	20 Ln. Ft.	\$500.00	\$10,000.00
G. Miscellaneous Services	6" vacuum assisted point pump, delivered to the job site	10 Day	\$900.00	\$9,000.00
	By-pass pumping of sewage for collapsed/blocked line with 6" pump, 20-ft. suction and minimum 500-ft. discharge hose	10 Day	\$5,400.00	\$54,000.00
	Grout 6" pipe in place for abandonment	200 Ft	\$41.10	\$8,220.00
	Grout 8" pipe in place for abandonment	200 Ft	\$43.14	\$8,628.00
	Grout 10" pipe in place for abandonment	150 Ft	\$43.14	\$6,471.00
	Grout 12" pipe in place for abandonment	150 Ft	\$46.14	\$6,921.00
	Use of 6" Sloan Pump	5 Day	\$3,000.00	\$15,000.00
	Material Disposal	30 CY	\$660.00	\$19,800.00
	Concrete Repairs	10 SY	\$200.00	\$2,000.00
	Concrete Collars	10 Each	\$1,000.00	\$10,000.00

Category	Line Item	Quantity & Unit	Unit Price	Total Price
	Asphalt Repairs	10 SY	\$200.00	\$2,000.00
	Brush Removal	15 SF	\$100.00	\$1,500.00
	Baffle Replacement	20 Each	\$2,000.00	\$40,000.00
	Sod Replacement and Grading	20 SY	\$50.00	\$1,000.00
	Security Chain Replacement	15 Ln. Ft.	\$50.00	\$750.00
	Grate Replacement	5 Each	\$1,000.00	\$5,000.00
H. Labor	Foreman	1 Hour	\$180.00	\$180.00
	Laborer	1 Hour	\$90.00	\$90.00

TOTAL \$2,102,421.50

Two Million one hundred two thousand four hundred twenty one and fifty cents

AGREEMENT

THIS IS AN AGREEMENT (the "Agreement") entered into on _____, 2023, between the City of Dania Beach, Florida, a Florida municipal corporation, (the "City") with an address of 100 West Dania Beach Boulevard, Dania Beach, Florida 33004, and Hinterland Group, Inc. ("Contractor") a Florida corporation with a mailing address of 2051 West Blue Heron Boulevard, Riviera Beach, Florida 33404, for services related to City Invitation to Bid ("ITB") No. 23-007, entitled, "Storm Sewer and Sewer Main Cleaning and Repair Services".

W I T N E S S E T H:

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

ARTICLE 1 **PREMABLE**

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.

1.1 On June 5, 2023, the CITY advertised its notice to bidders of the CITY's desire to hire a CONTRACTOR to provide **storm sewer and sewer main cleaning and repair services** as more particularly described in **Exhibit "A"**, attached hereto and by this reference made a part hereof, for the said bid entitled:

ITB NO. 23-007 **"STORM SEWER AND SEWER MAIN CLEANING AND REPAIR SERVICES"**

1.2 On July 10, 2023, the bids were opened at Dania Beach City Hall, 100 Dania Beach Boulevard, Northwest Conference Room.

1.3 On October 24, 2023, the CITY awarded the bid to CONTRACTOR and approved an agreement with CONTRACTOR consistent with the terms and conditions set forth herein.

ARTICLE 2 **SERVICES AND RESPONSIBILITIES**

2.1 CONTRACTOR hereby agrees to provide the services for electric motor and pump repair, as more particularly described in **Exhibit "A"**, and CONTRACTOR's response thereto, attached hereto and made a part hereof as **Exhibit "B"**. CONTRACTOR agrees to do everything required by this

Agreement, the Sealed Bid Package, Addenda to this Agreement, and Commission award complete with proposal form. In the event of any conflicts between this Agreement, Exhibit A and Exhibit B, this Agreement shall prevail, followed by Exhibit A, and Exhibit B, thereafter.

2.2 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.

2.3 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.

2.4 CONTRACTOR assumes professional and technical responsibility for performance of its services to be provided hereunder in accordance with recognized professional standards of good engineering practice. If within one year following completion of its services, such services fail to meet the aforesaid standards, and the CITY promptly advises CONTRACTOR thereof in writing, CONTRACTOR agrees to re-perform such deficient services without charge to the CITY.

2.5 CONTRACTOR shall not utilize the services of any sub-Contractor without the prior written approval of CITY.

ARTICLE 3

TERM AND TERMINATION

3.1 The term of this Agreement shall be for three (3) years, commencing on November 15, 2023, and terminating on November 14, 2026. This Agreement may be renewed for up to two (2) additional one (1) year terms, subject to the written consent and agreement between the Parties.

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

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

that the termination was not authorized under the circumstances then the termination shall be deemed to be a termination for convenience.

ARTICLE 4

COMPENSATION AND METHOD OF PAYMENT

Payment for Services. City agrees to pay CONTRACTOR a fee or fees as determined based upon the scope of work identified by the City to provide services related to the specified project. There will be a not-to-exceed amount of One Hundred Fifty Thousand Dollars (\$150,000.00) per year for the term of this Agreement. No travel and meal costs will be reimbursable. Prior to seeking any services outside of CONTRACTOR's scope and pricing as identified in Exhibit "A", as "Costs not included with proposal", CONTRACTOR shall adhere to the foregoing:

4.1. Any necessary additional work, as determined by City, which is not covered by the scope of service, shall not be undertaken without a written amendment to authorizing a Work Order executed by both parties in advance of any new or additional work.

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

4.3. The City shall pay CONTRACTOR monthly for services rendered within thirty (30) calendar days from date of approval of each of CONTRACTOR's invoices by the City Manager, up to the maximum amount of the proposal contained in Exhibit A. If any errors or omissions are discovered in any invoice, City will inform CONTRACTOR and request revised copies of all such documents. If any disagreement arises as to payment of any portion of an invoice, City agrees to pay all undisputed portions and the parties agree to cooperate by promptly conferring to resolve the disputed portion.

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

ARTICLE 5

CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK

5.1 CITY or CONTRACTOR may request changes that would increase, decrease, or otherwise modify the Scope of Services, as described in **Exhibit "A,"** to be provided under this Agreement as described in Article 2 of this Agreement. These changes will affect the monthly compensation accordingly. Such changes or additional services must be in accordance with the provisions of the Code of Ordinances of the CITY, and must be contained in a written amendment, executed by the parties hereto, with the same formality, equality and dignity herewith prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work.

5.2 In no event will the CONTRACTOR be compensated for any work which has not been described in a separate written agreement executed by the parties hereto.

ARTICLE 6

INDEMNIFICATION

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

6.1 bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting from, or any other damage or loss arising out of or resulting or claimed to have resulted in whole or in part from any actual or alleged negligent act, error or omission of the 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;

6.2 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;

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

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

6.5 The parties recognize that various provisions of this Agreement, including but not necessarily limited to this Section, provide for indemnification by the CONTRACTOR and that Florida Statutes §725.06 requires a specific consideration be given therefor. The parties therefore agree that the sum of **Ten Dollars and 00/100 (\$10.00)**, receipt of which is hereby acknowledged, is the specific consideration for such indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by CONTRACTOR. Furthermore, the parties understand and agree that the covenants and representations relating to this indemnification provision shall serve the term of this Agreement and continue in full force and effect as to the party's responsibility to indemnify.

ARTICLE 7

INSURANCE

7.1 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.

7.2 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.**

7.3 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.

7.4 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.

7.5 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.

7.6 WORKERS' COMPENSATION INSURANCE must be provided for all persons fulfilling this agreement whether employed, contracted, temporary, or subcontracted for the life of the agreement, including any applicable warranty period(s), and it is to apply to all "statutory employees" of Contractor (as that phrase is defined by Chapter 440, Florida Statutes), in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws, for the benefit of the Contractor, its employees, and Subcontractors.

7.7 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.

7.8 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.**

7.9 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.

7.10 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.

7.11 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.

7.12 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:

7.12.1 “Official” Certificates of Insurance must be delivered to the City Clerk’s office and Risk Manager of the City. If the “Official” certificates are not delivered before or on the fourteenth (14th) Business Day after the issuance by the City of the “Notice of Intent to Award”, then the City has the right to consider the awarded Agreement to the successful Bidder as void and to negotiate a contract with the next lowest responsive and responsible Bidder. “Special Provisions”, as referenced below under each type of insurance requirement shall be fully confirmed on or attached to the “Official” certificates.

7.12.2 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.

ARTICLE 8

INDEPENDENT CONTRACTOR

8.1 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, H.U.D., or United States 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 9

GOVERNING LAW, VENUE, FEES

9.1 This Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this agreement shall be in Broward County, Florida.

9.2 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; 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.

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

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

ARTICLE 10

PUBLIC RECORDS

10.1 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.

10.2 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.

10.3 Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the City.

10.4 Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the CONTRACTOR shall be delivered by the CONTRACTOR to the City Manager, at no cost to the City, within seven (7) days. All such records stored electronically by CONTRACTOR shall be delivered to the City in a format that is compatible with the City's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the CONTRACTOR shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

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

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

Section 119.0701(2)(a), Florida Statutes

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS.

Custodian of Records: ELORA RIERA, CITY CLERK
Mailing Address: 100 W. Dania Beach Boulevard
Dania Beach, Florida 33004

Telephone number: 954-924-9800, Ext. 3623

Email: eriera@daniabeachfl.gov

ARTICLE 11 NOTICES

11. **Notices.** Except as provided above, whenever either party desires to give notice to the other, it must be given by written notice, sent by certified U.S. mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective persons and places for giving of notice:

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

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

Contractor: Daniel A. Duke, III, President
Hinterland Group, Inc.
2051 West Blue Heron Boulevard
Riviera Beach, Florida 33404

ARTICLE 12

SCRUTINIZED COMPANIES -- 287.135 AND 215.473

SCRUTINIZED COMPANIES. CONTRACTOR certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, CONTRACTOR agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the CITY may immediately terminate this Agreement for cause if the CONTRACTOR, its affiliates, or its subcontractors are found to have submitted a false certification; or if the CONTRACTOR, its affiliates, or its subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

ARTICLE 13

E-VERIFY

A. 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:

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

(iii) 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 14

SOVEREIGN IMMUNITY

14.1 CONTRACTOR acknowledges that the Florida Doctrine on Sovereign Immunity bars all claims by CONTRACTOR against the CONTRACTOR other than claims arising out of this Agreement. Specifically, the CONTRACTOR acknowledges that it cannot and will not assert any claims against the CONTRACTOR, unless the claim is based upon a breach by the CONTRACTOR of this Agreement. Further, the CONTRACTOR recognizes the CONTRACTOR 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 CONTRACTOR's exercise of that regulatory authority. In addition, the CONTRACTOR 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 CONTRACTOR of implied warranties or representations not specifically set forth in this Agreement, as the parties stipulate that there are no such implied warranties or representations of the CONTRACTOR. All obligations of the CONTRACTOR 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, Consultants, agents, or any CONTRACTOR employee; and
- 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 CONTRACTOR and the CITY.

ARTICLE 15

MISCELLANEOUS

15.1 **Ownership of Documents.** Reports, surveys, plans, studies and other data provided in connection with this Agreement are and shall remain the property of CITY whether or not the project for which they are made is completed. City hereby agrees to use CONTRACTOR's work product for its intended purposes.

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

15.3 **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.

15.4 **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.

15.6 **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.

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

15.8 **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.

15.9 **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.

15.10 **Extent of Agreement.** This Agreement represents the entire and integrated agreement between the CITY and the CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral.

15.11 **Legal Representation.** It is acknowledged that each party was represented by counsel in the preparation of and contributed equally to the terms and conditions 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.

15.12 **Counterparts and Execution.** This Agreement may be executed 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.

15.13 **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.

The CONTRACTOR 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).

15.14 **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.

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

ATTEST:

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

ELORA RIERA, MMC
CITY CLERK

ARCHIBALD J. RYAN IV
MAYOR

ANA M. GARCIA, ICMA-CM
CITY MANAGER

Dated: _____, 2023

APPROVED FOR FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

CONTRACTOR:
Hinterland Group, Inc.
a Florida corporation

WITNESSES:

SIGNATURE

PRINT Name

SIGNATURE

PRINT Name

SIGNATURE

Daniel A. Duke, III

PRINT Name

President

Title

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, on _____, 20__, by Daniel A. Duke, III as President of Hinterland Group, Inc. a Florida corporation. He/She is personally known to me or has produced _____ as identification.

My Commission Expires:

NOTARY PUBLIC
State of Florida



**ITB 23-007: STORM SEWER AND SEWER MAIN CLEANING AND REPAIR SERVICES
EXHIBIT 'B' BID FORM**

Category	Line Item	Quantity	Unit	Unit Price	Total Price
A. Sewer Cleaning and Inspection	Sewer Cleaning in 12" Pipe	150	FT	\$ 12.00	\$ 1,800.00
	Sewer Cleaning in 15" to 24" Pipe	150	FT	\$ 12.00	\$ 1,800.00
	Video recording of Storm Sewer (all sizes)	350	FT	\$ 6.00	\$ 2,100.00
	Clear obstruction or blockage in sanitary sewer or storm sewer	8	Hour	\$ 1,500.00	\$ 12,000.00
	Emergency call out day or night (2 hours response)	50	Call	\$ 7,500.00	\$ 375,000.00
B. Grouting and Leak Repair	Grouting of Leaking Joints in 6" - 12" Pipe	65	Each	\$ 500.00	\$ 32,500.00
	Grouting of leaking joints in 15" - 18" pipe	45	Each	\$ 700.00	\$ 31,500.00
	Grouting of leaking joints in 24" - 30" pipe	45	Each	\$ 900.00	\$ 40,500.00
	Grouting of leaking manholes 0 - 6 ft. deep	15	Each	\$ 5,000.00	\$ 75,000.00
	Grouting of leaking manholes 6 ft-1" - 12 ft. deep	10	Each	\$ 6,000.00	\$ 60,000.00
	Grouting of leaking manholes 12ft -1" and deeper	10	Each	\$ 7,000.00	\$ 70,000.00
	Grouting of leaking laterals	20	Lateral	\$ 800.00	\$ 16,000.00
C. Cleaning and Root or Grease Removal	Cleaning 12" - 24" storm sewer	500	Ln. Ft.	\$ 18.00	\$ 9,000.00
	Root or Grease Removal 12" - 24" sewer	250	Ln. Ft.	\$ 25.00	\$ 6,250.00
	Cleaning 30" - 42" storm sewer	400	Ln. Ft.	\$ 45.00	\$ 18,000.00
	Root or Grease Removal 30" - 42" storm sewer	25	Ln. Ft.	\$ 80.00	\$ 2,000.00
	Cleaning 48" - 60" storm sewer	400	Ln. Ft.	\$ 75.00	\$ 30,000.00
	Root or Grease Removal 48" - 60" storm sewer	25	Ln. Ft.	\$ 100.00	\$ 2,500.00
D. Manhole Maintenance	Cleaning storm sewer catch basin manholes 1 ft.-6 ft. deep	50	Each	\$ 450.00	\$ 22,500.00
	Cleaning storm sewer catch basin manholes 6 ft.-1" -10 ft. deep	25	Each	\$ 600.00	\$ 15,000.00
	Cleaning storm sewer catch basin manholes 10 ft-1" -16 ft. deep	10	Each	\$ 2,000.00	\$ 20,000.00
E. Dewatering Equipment and Services	Dewatering with 4" centrifugal pump (20 ft. suction and 100 ft. discharge hose)	72	Hour	\$ 650.00	\$ 46,800.00
	3" discharge hose 100 ft. sections	10	Each	\$ 1,000.00	\$ 10,000.00
	4" discharge hose 100 ft. sections	15	Each	\$ 1,200.00	\$ 18,000.00
	Suction Hose 100Ft Sections	10	Each	\$ 2,500.00	\$ 25,000.00
F. Point Repair Services	Point repair (8" pipe) up to 9 linear feet	15	Each	\$ 26,000.00	\$ 390,000.00
	Additional charge (8" pipe) per linear foot	15	Ln. Ft.	\$ 1,200.00	\$ 18,000.00
	Point repair (10" pipe) up to 9 linear feet	15	Each	\$ 30,000.00	\$ 450,000.00
	Additional charge (10" pipe) per linear foot	20	Ln. Ft.	\$ 1,400.00	\$ 28,000.00
	Point repair (12" pipe) up to 9 linear feet	20	Each	\$ 32,000.00	\$ 640,000.00
	Additional charge (12" pipe) per linear foot	20	Ln. Ft.	\$ 1,800.00	\$ 36,000.00
	Point repair (15" pipe) up to 9 linear feet	20	Each	\$ 38,000.00	\$ 760,000.00
	Additional charge (15" pipe) per linear foot	20	Ln. Ft.	\$ 2,400.00	\$ 48,000.00

G. Miscellaneous Services	6" vacuum assisted point pump, delivered to the job site	10	Day	\$ 1,000.00	\$ 10,000.00
	By-pass pumping of sewage for collapsed/blocked line with 6" pump, 20- ft. suction and minimum 500-ft. discharge hose	10	Day	\$ 6,000.00	\$ 60,000.00
	Grout 6" pipe in place for abandonment	200	FT	\$ 20.00	\$ 4,000.00
	Grout 8" pipe in place for abandonment	200	FT	\$ 24.00	\$ 4,800.00
	Grout 10" pipe in place for abandonment	150	FT	\$ 28.00	\$ 4,200.00
	Grout 12" pipe in place for abandonment	150	FT	\$ 32.00	\$ 4,800.00
	Use of 6" Sloan Pump	5	Day	\$ 3,400.00	\$ 17,000.00
	Material Disposal	30	CY	\$ 500.00	\$ 15,000.00
	Concrete Repairs	10	SY	\$ 500.00	\$ 5,000.00
	Concrete Collars	10	Each	\$ 2,400.00	\$ 24,000.00
	Asphalt Repairs	10	SY	\$ 650.00	\$ 6,500.00
	Brush Removal	15	SF	\$ 250.00	\$ 3,750.00
	Baffle Replacement	20	Each	\$ 4,500.00	\$ 90,000.00
	Sod Replacement and Grading	20	SY	\$ 100.00	\$ 2,000.00
	Security Chain Replacement	15	Ln. Ft.	\$ 200.00	\$ 3,000.00
	Grate Replacement	5	Each	\$ 3,200.00	\$ 16,000.00
H. Labor	Foreman	1	Hour	\$ 225.00	\$ 225.00
	Laborer	1	Hour	\$ 165.00	\$ 165.00
				Bid Total	\$ 3,583,690.00

CITY OF DANIA BEACH, FLORIDA



STORM SEWER AND SEWER MAIN CLEANING AND REPAIR SERVICES

CITY INVITATION TO BID (“ITB.”) NO. 23-007

Prepared by:

City of Dania Beach, Florida
100 W. Dania Beach Boulevard
Dania Beach, Florida 33004

JUNE 5, 2023

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CITY OF DANIA BEACH, FLORIDA

**INVITATION TO BID FOR
“STORM SEWER AND SEWER MAIN CLEANING AND REPAIR SERVICES”
ITB 23-007**

NOTICE TO BIDDERS

NOTICE IS GIVEN that the City of Dania Beach, Florida (the “City” or “Owner”) will be accepting sealed Bids for its **“STORM SEWER AND SEWER MAIN CLEANING AND REPAIR SERVICES, ITB 23-007”**.

Bids will be accepted on DemandStar until July 5, 2023, at 10:00 AM. Bids received after this time will be rejected.

All submissions will remain confidential and exempt from public record disclosure requirements until the response opening is conducted.

PROJECT DOCUMENTS

Documents may be obtained from www.demandstar.com or from the City Website at www.daniabeachfl.gov.

MANDATORY PRE-BID CONFERENCE

A MANDATORY Pre-bid conference will be held VIRTUALLY on June 16, 2023 at 10:00 a.m. All Bidders and interested persons are required to attend the meeting, which will outline the Project as described in the Bid, and provide an opportunity for questions and answers for all interested persons. Any interpretations, clarifications or additional information not disclosed in this Bid and determined to be necessary by the Owner in response to questions, will be issued by means of addendum or addenda, which addendum or addenda will be posted to the City website, www.daniabeachfl.gov, and www.demandstar.com for all interested persons identified by the Owner as having received the Bid Documents. The Bidder is required to check these sites to see if there has been any addendum or addenda posted for this Bid. Only questions answered and information supplied by means of such addendum or addenda will be considered as binding. Oral interpretations, clarifications or other information will have no legal and binding effect. Bids from those who have failed to attend will not be opened. Bidders arriving past the indicated time will not be eligible to submit a Bid. Interested Bidders may join the meeting with this link:

<https://daniabeachfl.gov.zoom.us/j/82086683673?pwd=YkoyWUJWeVhOTlZPTi9sZU1KeWlhQT09>

BID DOCUMENTS

Bids must be submitted electronically on DemandStar, the City's designated electronic bidding system. All bid document files must be clearly labeled "**STORM SEWER AND SEWER MAIN CLEANING AND REPAIR SERVICES, ITB 23-007**".

All bid prices shall be guaranteed firm for a minimum of one hundred twenty (120) calendar days after the submission of the bid. No bidder may withdraw a bid within ninety (90) calendar days after the bid opening date.

Pursuant to Florida law, all Bids are exempt public records until thirty (30) days after opening, or award of bid, whichever is sooner. In the event presentations are necessary, all non-presenting bidders will be required to exit the room during the presentations of each of the other bidders as portions of selection committee meetings at which presentations are made are exempt from Florida's public meeting laws.

A certified check, cashier's check, bank officer's check, or bid bond for Ten Thousand Dollars (\$10,000.00), made payable to the City of Dania Beach shall accompany each proposal.

Bids will be publicly opened and read aloud immediately after the submission deadline on the Bid due date referenced above using Zoom meeting software, on the above stated date. Award of a contract will be made at a subsequent City Commission meeting

All bidders are advised that the City has not authorized the use of the City seal by individuals or entities responding to City bids. Bidders shall demonstrate successful performance of projects of a similar magnitude, scope and value as this project.

The City Commission of the City of Dania Beach reserves the right to reject any and all bids, to waive any informality in a bid and to make an award in the best interests of the City, as Owner.

CITY OF DANIA BEACH, FLORIDA
Published on: June 5, 2023

**“STORM SEWER AND SEWER MAIN CLEANING AND
REPAIR SERVICES”**

ITB 23-007

SITE PLANS, DRAWINGS AND TECHNICAL SPECIFICATIONS ARE

POSTED ON CITY WEBSITE AND DEMANDSTAR

SECTION 1 - INTRODUCTION AND INFORMATION

1.1 SCOPE

1.1.1 The City of Dania Beach, Florida (the “City” or “Owner”), is actively seeking bids from qualified Contractors (the “Contractor”), for a project known as “**STORM SEWER AND SEWER MAIN CLEANING AND REPAIR SERVICES, ITB 23-007**”. The City is seeking a qualified contractor to provide cleaning and regular maintenance of storm sewers and sewer mains, as well as emergency flood response services. The selected contractor will be responsible for providing all necessary labor, equipment, materials, transportation and disposal for the cleaning and maintenance of City storm sewers and sewer mains. Emergency services for flooding must be provided within a 24-hour response time.

Proper maintenance of the stormwater system is essential to reduce the level and frequency of flooding. This contract will ensure that city streets and properties receive the benefit of proper drainage and maintenance. Work is to be completed in accordance with the specifications outlined as follows:

- a. **GUIDELINES:** Operations are to be performed in accordance with the National Association of Sewer Service Companies (NASSCO) Specification Guidelines for Sewer Collection System Maintenance and Rehabilitation, eighth edition, January 1994 or as amended.
- b. **SCHEDULES:** A detailed work schedule shall be submitted by the Contractor(s) and approved by the City before commencement of work each week. Should there be any changes in the schedule submitted by the Contractor(s), the Contractor(s) is to notify the City at once. The City reserves the right to make changes to the schedule as needed.
- c. **TRAFFIC CONTROL:** The Contractor(s) shall be responsible for training and compliance with all OSHA standards pertaining to confined space entry and D.O.T. regulations for traffic control. City's representative reserves the right to shut down any job site for unsafe conditions.
- d. **SERVICE RESPONSE:** Service must begin within two (2) hours of notification. Contractor(s) who do not meet this requirement may be considered non-responsive.
- e. **EMERGENCY CALL OUT:** Emergency call-out is responding on short notice to perform any of the services listed in this ITB. This may be required outside of normal working hours such as after 4:00 p.m. or on weekends or holidays. Emergency call out response time will be two (2) hours after initial contact with Contractor(s). The Contractor(s) should submit and maintain a valid emergency list consisting of no less than five (5) local contact numbers for no less than three (3) company representatives to be submitted with the bid or upon request.
- f. **CLEANING:** The intent of sewer line cleaning shall be to remove sand, silt, dirt, roots, rags, grease and other material from the lines and restoring the line to a minimum 95% of the original vertical height of the pipe. All debris is to be removed from the downstream manhole using a vacuum extraction unit. The evaluation of the condition of these sewers depends extensively on the cleanliness of the lines; the importance of

this operation is emphasized. Acceptance of sewer line cleaning shall be made upon the successful completion of the video inspection and must be to the satisfaction of the City.

- g. **MATERIAL REMOVAL:** All rocks, sand, dirt, grease and other materials removed during the cleaning operation shall be removed at the downstream manhole of line section being cleaned. Passing material from manhole section to manhole section will be deemed unacceptable, unless instructed by the City in emergency situations. All debris from cleaning is to be removed with a vacuum extraction unit and disposed of by the Contractor(s) to a Department of Natural Resource Protection (DNRP) approved disposal site. Equipment used to remove debris is required to have necessary state and county licenses for transporting and dumping sewer debris.
- h. **ROOT REMOVAL:** Roots shall be removed from any and all lines where root intrusion is a problem. This may be achieved by using root cutters, porcupines, (approved) chemical root treatment and/or high-velocity jet cleaners. Lines still containing heavy roots or blocked by roots will be deemed unacceptable and no payment will be made for that line section until all roots are removed.
- i. **CONDITIONS:** It is recognized that there are some conditions, such as broken pipe and major blockages that prevent cleaning being accomplished or where additional damage could result if cleaning were to continue. Should such conditions be encountered, the Contractor(s) shall immediately notify the City. The Contractor(s) will not be required to clean those specific sewer sections unless so instructed by the City.
- j. **PRECAUTIONS:** Cleaning precautions shall be taken in the use of cleaning equipment. When operating equipment which depends on water pressure to provide its cleaning force or tools which retard the flow in the sewer, precautions shall be taken to insure that the water pressure does not damage the surrounding area or cause flooding of public or private property being served by the sewer. In the event property damage does occur from water pressure during the cleaning operation, the Contractor(s) will be responsible to make restitution to the damaged party(ies).
- k. **JET VACUUM EQUIPMENT:** All combination hydro-cleaning equipment shall be capable of removing dirt, sand, rocks, grease, debris and obstructions from gravity sewer lines. The equipment shall have a minimum of (3) three nozzles producing a scouring action of 15 to 45 degrees at a minimum of 2,000 PSI (pounds per square inch) in all size lines designated to be cleaned. The equipment must afford a high-velocity handgun to be used for washing and scouring the walls and floor of each manhole connected to sewer lines being cleaned. The equipment is required to be equipped with an anti-siphon filler device to prevent contamination of the water systems. The equipment shall carry its own water tank, auxiliary engines, pumps, hydraulically- driven hose reel and vacuum system to complete the cleaning operation. Any other equipment needed to facilitate easement cleaning shall be provided by the Contractor(s) at no cost to the City.

- l. **WATER SUPPLY:** Water used for all work shall be furnished by the City, however, all water must be metered through the City's meter. Failure by the Contractor(s) to meter the water could result in his being fined or charged for estimated water used.
- m. **ACCEPTANCE OF CLEANING OPERATION:** If the video inspection shows the cleaning to be unsatisfactory, the Contractor(s) shall be required to re-clean and re-inspect the sewer line until the cleaning is shown to be acceptable by the City representative. In the areas where video inspection is not performed by the Contractor(s), the City, at its own discretion may film "clean only" lines and if found to be unsatisfactory, shall be re-cleaned by the Contractor(s) at no cost to the City.

All lines which have sags or dips, to an extent that the video camera lens becomes submerged for three (3) or more linear feet during the inspection and if jetting is not able to evacuate the dip, the Contractor(s) shall pull a double squeegee and/or sponges through the lines in order to remove the water from those dips or sags.

Water removal shall be performed until the camera lens is no longer submerged. This requirement may be waived by the City if the water in which the camera lens is submerged is clean enough to allow the identification or heavy sand infiltration entering in the line section.

- n. **VIDEO INSPECTION:** The color camera used for the inspection shall be one specifically designed and constructed for inspection of sewer lines. It shall be capable of panning 275 degrees and rotating 360 degrees to enable complete inspection of pipe periphery and lateral connections at the main. Lighting for the camera shall be sufficient to allow a clear picture of the entire periphery of the pipe and laterals. In no case shall the camera be pulled/crawled through the pipe at a speed greater than 30 ft./minute. If, during the inspection operation, the camera will not pass through the entire section of pipe, the Contractor(s) shall set up the equipment at the opposite manhole. It will be required that the Contractor(s) make use of a tractor/crawler to effect this process in the event the line has an obstruction. If the camera again fails to pass through the entire section of pipe, the inspection shall be considered complete.

The importance of accurate distance measurement is emphasized. Measurements for location of defects shall be above ground by means of an electronic metering device. Marking of the cable, or the like, will not be acceptable. This information as well as accurate manhole numbers shall be recorded on the electronic video media for each line segment recorded.

- o. **MANHOLE REPORTS:** When performing video inspections or preventive maintenance cleaning, the Contractor(s) will be required to complete and submit a manhole inspection report for all manholes encountered. The report forms shall be supplied by the City for reproduction and will include, but are not limited to the following items:
 1. Manhole condition
 2. Rim and cover condition

3. Bench condition
4. Manhole depth
5. Rate of inflow/infiltration
6. Manhole size
7. Area subject to ponding

NOTE: Due to some easement conditions the Contractor(s) will be responsible for arranging access to manholes as well as locating and uncovering them as needed. Any manholes located below grade are to be brought to the City representative's attention in writing, so corrections can be made.

- p. **ELECTRONIC VIDEO MEDIA:** The purpose of video recordings shall be to supply a visual and audio recording of lines inspected so they may be replayed at a later date. The video inspection shall be video recorded on high quality, VHS or DVD COLOR format tapes. All videotaping shall be performed at SP mode (standard play, 2 hours/tape or best quality speed on DVD). Each video recording shall be clearly labeled with the individual manhole numbers clearly listed in order of record. The video recordings are to be furnished to the City with a printed hard copy and electronic data inspection report at the completion of each week's work and become the property of the City.
- q. **VOICE NARRATION:** The Contractor(s) shall discuss the terminology to be used for audio narration operations with the City. The intent is to be compatible with terminology used by the Public Services Department. Use of non-agreed upon standard terminology will be cause for rejection and subsequently delay of payment.
- r. **ACCEPTANCE:** Electronic video media displaying poor video quality will be deemed unacceptable and no payment will be made until lines are re-recorded. Poor video refers to, but is not limited to, the following: grease or debris on the lens, camera underwater, picture too dark, pictures unclear, poor/no audio, etc.
- s. **ENGINEERING INSPECTION:** Video inspection refers only to inspection of newly installed pipe. No compensation will be paid for cleaning as this is the responsibility of the installation Contractor(s). It will be required for the Contractor(s) to make use of a tractor/crawler for this task. The electronic video media is to be given to the Public Services Department, furnished in color, using the VHS or DVD format and delivered to the City within forty-eight hours of actual inspection.
- t. **CHEMICAL GROUTING:** The intent of chemical sealing is to eliminate sources or possible sources of inflow/infiltration within the sewer system by means of injection. The application of the sealing grout shall be by means of remote-controlled equipment designed to be positioned at the specific defect to be sealed. Sufficient pressure must be introduced to pass the grout through the opening and fill the voids outside the pipe/manhole as well as the opening in the pipe/manhole walls. All line segments to be grouted shall be air tested and video recorded on VHS tapes or DVD media for review.
- u. **GROUT PIPE IN PLACE FOR ABANDONMENT:** The intent of this item is to grout fill pipe in place to remove it from service. These pipes will be, but are not limited to, water mains, sanitary sewer gravity mains and force mains. The Contractor(s) will be responsible for supplying and installing end plugs, inlet/vent piping, grout, pumps, hoses, mixers and all other necessary and miscellaneous items required for completely

filling the selected pipe with non-shrink cementitious grout. The pipe shall be square cut at both ends and grout plugs installed with inlet/vent pipes at each end. The grout shall then be pumped into the pipe from the inlet end, pushing out all air and water from the line, until the grout exits the vent pipe at the other end. Only when grout is observed exiting the vent pipe will the line be considered completed and payment approved.

- v. **BY-PASS PUMPING OF SEWAGE:** The purpose of a by-pass operation is to pump sewage around a manhole or section of sewer which has collapsed or has a blockage to the extent that the sewage will not pass through the line and the possibility of overflow, determined by the City, is eminent.

The Contractor(s) shall provide at a minimum, a 6" pump with suction and discharge lines capable of bypassing a line section a minimum of 500 feet at peak flow conditions. This work may be required by the City after regular working hours or on weekends as an emergency.

- w. **REPAIRS DUE TO CONTRACTOR'S OPERATIONS:** The Contractor(s) shall be responsible for repairs to the sewers which are necessary due to damage caused by the Contractor(s) operations including irretrievable equipment. Such repairs will be considered as part of the work and no extra compensation will be made. The damaged area shall be repaired by the Contractor(s) according to the City specifications. The Contractor(s) shall be responsible for all damages, public or private, caused by his operations. If the Contractor(s) fails to make necessary repairs immediately, the City shall have the right to make the repair or have the repair made and charge the Contractor(s) all costs incurred, including administrative costs and overhead. The City may also Charge Contractor(s) for any fines or penalties imposed due to such damage.

1.1.2 By submitting a bid, the Bidder acknowledges that he, she, or it is familiar with the scope of services prior to submitting a bid. Failure of a Bidder to be familiar with the requirements of the Project Work does not relieve the Contractor of the responsibility for completion of all required services for the Project.

1.1.3 It shall also be the Bidder's responsibility to visit the proposed Project Site to become thoroughly familiar with the nature and extent of the Work to be performed and all local existing site conditions, and to make his or her own estimate of the facilities and difficulties attending the execution of the Work; no allowance shall be made by the Owner for the Bidder's failure to do so.

1.1.4 Bids will be considered if submitted by qualified Contractors who or which have experience, including similar previous work in the provision of the requested services. Contractors offering full service will receive the highest consideration.

1.1.5 Applicants must 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.

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.

- d. 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 June 26, 2023. Questions received after this time will not be addressed.

4.2 For information pertaining to this ITB, email the Procurement Administrator at procurement@daniabeachfl.gov. Such contact shall be for clarification purposes only. Material changes, if any, to the scope of services or Proposal procedures will be transmitted only by written addendum.

4.3 Interpretations or modifications of the bidding documents made in any manner other than Addendum or Addenda issued by the City shall not be binding and shall have no effect.

4.4 The Bidder, prior to submitting a bid, shall ascertain that it has received any Addendum or Addenda issued by the City for this Project, and that shall be acknowledged in writing by an authorized representative.

4.5 Costs for those matters not questioned and not addressed in an Addendum or Addenda, shall be the responsibility of the Bidder, and Bidder shall be responsible to include such costs within the submitted Bid.

4.6 **Bidders shall use the Bid Document Forms furnished in the ITB.** Bid Base Amounts shall be furnished in both words and numerals, and in case of a discrepancy between the two, the amount written in words shall govern.

4.7 In the event of a mathematical error in the extension of any unit price, or addition of total price, the unit price shall prevail.

4.8 **Insurance Coverage:** Bidders who are responding to the Invitation to Bid (“ITB”) **MUST** comply with all of the insurance requirements specified in Section 27 (“Insurance Requirements”) of the Bid Documents and the Agreement upon award to the successful Bidder.

SECTION 5 - GENERAL CONDITIONS

5.1 **Purpose:** The purpose of the Invitation to Bid is to establish between the City and the Contractor an agreement to perform the project work. The successful Bidder shall provide a

Performance Bond for One Hundred Ten percent (110%) of the contract price made payable to the City of Dania Beach, Florida, within fourteen (14) days of notification of the award of the agreement. A copy of the Performance Bond form is attached as Exhibit “C”; it is made a part of and is incorporated into the ITB by this reference.

5.2 Documentation: Bidder shall submit in its bid the following:

- a. Evidence that the Bidder is certified and licensed to perform the required services in the State of Florida. The successful Bidder must be in compliance with all applicable laws and regulations;
- b. A statement stating the number of years the Contractor has been a qualified provider of the requested services; and
- c. A complete Bidder’s Questionnaire form which is attached as Exhibit “E”; it is made a part of and is incorporated into the ITB by this reference.

5.3 Bidder Expenses: Bidders are solely responsible for their own expenses in preparing and submitting Bids, and for any meetings, negotiations or discussions with the City or its representatives and consultants, relating to or arising from this ITB. The City and its representatives, agents, consultants and advisors shall not be liable to any Bidder for any claims, whether for costs, expenses, losses or damages, or loss of anticipated profits, or for any other matter whatsoever, incurred by any Bidder in preparing and submitting a Bid, or participating in negotiations for a contract, or any other activity related to or arising out of this ITB.

5.4 No Contract: By submitting a Bid and participating in the process as outlined in this ITB, Bidders expressly agree that no contract of any kind is formed under or arises from this ITB prior to the complete signing by both parties of a formal written contract.

Conflict of Interest: Bidders shall disclose any potential conflicts of interest and existing business relationships they may have with the City. If requested by the City, a Bidder should provide all pertinent information regarding ownership of the entity within forty-eight (48) hours of the City’s request.

5.5 General Conditions: The agreement to be awarded will be subject to the provisions of the United States Constitution, Florida laws, statutes and ordinances of the United States of America, the State of Florida, Broward County and the City of Dania Beach.

SECTION 6 - SPECIAL CONDITIONS

6.1 Any and all Special Conditions contained in the ITB that may be in variance or conflict with the General Conditions shall have precedence over the General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety.

6.2 The Notice of Invitation to Bid, Bidder’s Questionnaire, Specifications, Exhibits, Addendum or Addenda, the legal advertisement of the ITB and any other pertinent documents form a part of the ITB, and ultimately, the agreement; all of the documents are made a part of and are incorporated into the ITB and the awarded agreement.

SECTION 7 - PUBLIC ENTITY CRIMES STATEMENT

A person or affiliate who, or which has been placed on the State of Florida convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, subcontractor or consultant under an agreement with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 F. S. for CATEGORY TWO, which is \$35,000.00, for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. A form to that effect, as mentioned above, must be submitted by the Bidder. A copy of the Sworn Statement on Public Entities Crimes is attached as Exhibit "F"; a copy is made a part of and is incorporated into the ITB by this reference.

SECTION 8 – PRICES, TERMS ARE TO BE FIRM

8.1 The Bidder warrants by virtue of its Bid that the prices, terms and conditions contained in the ITB shall be firm for a period of no less than one hundred twenty (120) calendar days from the date of the bid opening.

8.2 The bid prices shall include all permit fees, royalties, license fees, taxes and other costs arising from the use of the materials and equipment in any way involved in the Project Work, as well as all costs of packaging, transporting and delivery of any materials and equipment to the designated location within the City, and the site cleanup. If the Project exceeds a cost of \$50,000.00, the agreement is subject to the City's Prevailing Wages' Ordinance, Code of Ordinances; a copy is attached as Exhibit "G" and it is made a part of and is incorporated into the ITB by this reference.

8.3 The City may require the addition or deletion of services from the Contractor if the requirements and needs of the City change, in City's sole opinion. This may entail additional services and additional locations. The Contractor shall provide the City with costs for these additional services and additional locations or both, based upon the cost structure utilized in establishing the pricing for listed locations in initially contracted areas. Deletion of locations, services, or both shall be handled in the same manner as described above. If the costs offered are not acceptable to the City, the City reserves the right to procure the additional services from one or more other Contractors.

SECTION 9 - BID SECURITY

9.1 Bid Security: Simultaneously with the delivery of an executed Bid to the Owner, the Bidder shall furnish to the Owner a Bid Security in the amount of Ten Thousand Dollars (\$10,000.00) as security for the faithful execution of an Agreement with the Owner in the event of a bid award by the City Commission.

9.2 Bid security may be in the form of a cashier's check payable to the City of Dania Beach and drawn on a Florida bank, or a Bid Bond (see Exhibit "K") issued by a surety meeting the qualifications stated in these Instructions to Bidders. Bonds shall be submitted on the forms

provided by the Owner. Bonds shall be returned subsequent to award of the Agreement by the City Commission and execution by the successful Bidder and the appropriate City officials. If the Bidder fails to submit the required executed agreement within fourteen (14) calendar days after an award, the Bidder agrees that the City may retain the bid security deposit as the City's liquidated damages.

9.3 Failure of the successful Bidder to execute an Agreement, to furnish Performance and Payment Bonds when required, and to furnish Certificates of Insurance in the minimum amounts specified in the Bid shall be just cause for the rescission of the agreement award and the retention of the Bid Security deposit by the Owner. Such retention shall be considered not as a penalty, but as liquidation of the claims of the Owner for damages it sustained, which are not otherwise readily ascertainable. Award may then be made to the next ranked Bidder, or all Bids may be rejected.

SECTION 10 - PROTECTION OF PROPERTY

10.1The successful Bidder shall at all times guard against damage or loss to City property or property of other persons, vendors or Contractors and shall be responsible for replacing or repairing any such damage or loss. The Contractor will be required to report any such damages immediately to the City's representative in charge of the Project. The successful Bidder shall ensure that the area in which the sidewalks are being replaced that pedestrians, and the general public are not injured nor have access to the area (safety screening) in which work is proceeding.

10.2The 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

12.1Form 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.

12.2Taxes: The City is exempt from any taxes related to the requested services, which may otherwise be imposed by the state or federal government. This exemption does not transmit to suppliers in their purchases of goods or services, used in work or goods supplied to the City. The Contractor shall pay all applicable sales, consumer, use and other similar taxes required by law. The Contractor is responsible for reviewing the pertinent state statutes involving the sales tax and complying with all requirements.

SECTION 13 - RETENTION OF RECORDS AND RIGHT TO ACCESS

The successful Bidder shall preserve and make available all financial records, supporting documents, statistical records, and any other documents pertinent to the agreement for a period of three (3) years after termination or conclusion of the agreement, or if an audit has been initiated and audit findings have not been resolved at the end of these three (3) years, the records shall be retained by the City until resolution of audit finding.

SECTION 14 - NON-COLLUSION STATEMENT

By submitting a bid, the Bidder affirms that the bid is without previous understanding, agreement, or connection with any person, business, or corporation and that the bid is in all respects fair, and made without collusion or fraud. The Non-Collusion Affidavit form must be executed by the Bidder; a copy of the form is attached as Exhibit "H"; it is made a part of and is incorporated into the ITB by this reference.

SECTION 15 - FLORIDA TRENCH SAFETY ACT

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

SECTION 16 - MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS

The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to provide these items, and feels that the technical specifications are overly restrictive, the Bidder must notify the City of Dania Beach in writing immediately. Such notification must be received by the City prior to the deadline contained in the ITB, for questions of a material nature, at least ten (10) calendar days prior to the bid opening date. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to the Bidder.

SECTION 17 - PUBLIC RECORDS

17.1 Bid Submissions Shall Become City Property: All submissions become the property of the City and will not be returned to the Bidder. The City will hold all submissions in confidence unless otherwise required by law.

17.2 Contractor's Obligations: Bidders should be aware the City is a "public body" as defined in Florida Statutes, Section 119.011(2) and that it is subject to Florida Statutes, Section 119.0701(2) (a), and the related provisions of the Florida Public Records Law. If awarded this project, the following will apply:

17.2.1 Documents to Be City Property: Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with the contract are and shall remain the property of the City.

17.2.2 Maintenance of Records: Bidder agrees to keep and maintain public records in Bidder's possession or control in connection with Bidder's performance under the contract. Bidder additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Bidder shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the contract, and following completion of the contract until the records are transferred to the City.

17.2.3 Response to Public Records Requests: Upon request from the City custodian of public records, Bidder shall provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.

17.2.4 Delivery of Records: Upon completion of the contract or in the event of termination by either party, any and all public records relating to the contract in the possession of the Bidder shall be delivered by the Bidder to the City Manager, at no cost to the City, within seven (7) days. All such records stored electronically by Bidder shall be delivered to the City in a format that is compatible with the City's information technology systems. Once the public records have been delivered upon completion or termination of the contract, the Bidder shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

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

17.2.5 Failure to Comply: Bidder's failure or refusal to comply with the provisions of this section shall result in the immediate termination of the contract by the City.

17.3 Florida Public Records Law: Pursuant to Section 119.0701(2) (a), Florida Statutes:

IF THE BIDDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE BIDDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, THE BIDDER MUST CONTACT THE CITY CUSTODIAN OF PUBLIC RECORDS.

Custodian of Records: Elora Riera, City Clerk

Mailing Address: 100 W. Dania Beach Boulevard
Dania Beach, Florida 33004

Telephone number: 954-924-6800, Ext. 3623

Email: eriera@daniabeachfl.gov

SECTION 18 - SUCCESSORS AND ASSIGNS

The City and Contractor, respectively, will bind themselves, their partners, successors, assigns and legal representatives to the agreement. Neither party to the agreement shall assign or subcontract it or any portion of it, without the advance written consent of the other.

SECTION 19 - QUALIFICATION OF BIDDERS

19.1 Bidders' Qualifications: The Bidder shall complete the Bidders' Qualifications Form (Exhibit "A") attached, along with any other evidence of satisfactory experience and ability to perform the proposed Work. The failure of Bidder to demonstrate successful performance of projects of a similar magnitude, scope and value as this project may be deemed to be grounds for declaring the Bidder to be non-responsible.

19.2 Certified Financial Statement: If requested by the Owner, the Bidder shall submit a certified financial statement, prepared within thirty (30) days of submission of the bid, indicating current financial resources, liabilities, capital equipment, and financial history performance.

19.3 Disqualification: A Bidder shall be disqualified and its unopened Bid shall be rejected by the City for any one or more of the following reasons:

- a. Reason to believe that collusion exists among the Bidders.
- b. The Bidder is or has been involved directly or indirectly in litigation or arbitration against the Owner within the past ten (10) years.
- c. The Bidder has defaulted on any previous contract with the Owner within the past ten (10) years or is in arrears on an existing contract.
- d. The submittal of more than one Bid from an individual, firm, partnership, corporation or association under the same or different names. All such parties shall be disqualified.
- e. Untimely bids shall be automatically and absolutely disqualified and returned unopened. Excuses for the untimely submittal shall not be accepted. The time of bid receipt documented by the City Clerk's office shall determine the timeliness of the Bid.

19.4 Non-responsible Bidder: A Bidder may be determined by the Owner to be "non-responsible" once Bids are opened, and a Bid may be rejected for any one or more of (but not limited to) the following reasons:

- a. Determination of a lack of competency as may be revealed by qualification statements, financial statements, experience records or other information disclosed to Owner by other sources.
- b. The Bidder's uncompleted or pending workload on other projects, which in the judgment of the Owner may cause detrimental impact on timely completion of the Work.
- c. The appearance of an unbalanced Bid, as determined by the Owner.
- d. If the Bidder makes one or more false statements or provides false information in connection with any portion of the bidding documents.
- e. If the Bidder fails to demonstrate successful performance and completion of projects of a similar magnitude, scope or value as this project.

19.5 Non-responsive Bidder: A Bidder may be deemed to be non-responsive and a Bid may be rejected for any of, but not limited to, the following reasons:

- a. If the Bidder fails to submit a complete Bid, including but not limited to, submitting evidence of all insurance coverages required by the Bid and the Contract Documents.
- b. If the Bidder fails in any way to abide by any of the provisions of the Contract Documents.

SECTION 20 - CONTRACTOR'S RELATION TO THE CITY- INDEPENDENT CONTRACTOR

It is expressly agreed upon and understood that the Contractor will be in all respects an independent contractor as to the Project Work, and that the Contractor is in no respect an agent or employee of the City. The agreement will specify the Project Work to be done by the Contractor, but the method to be employed to accomplish the work shall be the responsibility of the Contractor, unless otherwise provided in writing in the agreement. Contractor and its employees are not entitled to any of the benefits that the City provides for City employees.

SECTION 21 - EMPLOYEES OF THE CONTRACTOR

21.1 Contractors shall only designate employees who are sufficiently skilled to provide the required services specified in the ITB. Any person employed to provide the services who fails, refuses or neglects to obey the instructions of the City's representative in anything relating to these services, or who appears to be disorderly, insubordinate, or incompetent shall upon the order of City's representative, be immediately relieved by the Contractor from the Project Work. Any interference with, or any abusive or threatening conduct toward any City representative, its assistants or inspectors by the Contractor, its employees or agents, or any member of the public shall be grounds for the City to terminate the agreement and re-let the work. The Contractor shall furnish all labor, materials, supplies and equipment necessary to properly maintain all Project Work areas in an acceptable and safe condition.

21.2 Contractor agrees that it and its officers shall be held fully responsible, except as otherwise prohibited by law, for all acts of their employees while in their employ.

SECTION 22 - AVAILABILITY OF FUNDS

The obligations of the City under the awarded agreement will be subject to the availability of funds.

SECTION 23 - LICENSES, PERMITS, AND FEES

In accordance with the Public Bid Disclosure Act, Section 218.80, Florida Statutes, each license, permit, or fee a Contractor will have to pay the City before or during the work, items or services to be provided or the percentage method or unit method of all licenses, permits, and fees required by the City and payable to the City by virtue of the work, items, or services as part of the agreement are as follows:

- a. Contractor shall have and maintain during the term of the agreement any and all appropriate City licenses, fees (and business tax receipts, if applicable), which shall be paid in full in accordance with the City's fee structure for such items. **THERE WILL NOT BE ANY PERCENTAGE REDUCTION OR WAIVING OF CITY LICENSES, FEES (OR BUSINESS TAX RECEIPTS, IF APPLICABLE).**
- b. During the performance of the agreement, there may be times when the Contractor will be required to obtain a permit for such work, or in connection with the items or services. It is the responsibility of the Contractor to ensure that it has the appropriate permits as may become necessary during the performance of the work. Any fees related to the required permits in connection with the agreement will be the sole responsibility of the Contractor.
- c. Licenses, permits, and fees may be required by Broward County, the state of Florida or the federal government.
- d. City will reimburse permit fee costs related to dewatering and National Pollutant Discharge Elimination System (NPDES).

SECTION 24 - TERMINATION OF AGREEMENT

If the successful Bidder who or which is awarded the contract fails to provide the services, or shall in any other manner commit a breach of the agreement and fails to remedy the same within five (5) calendar days after receipt of written notice from the City, the City may terminate the agreement resulting from the ITB without any further notice to the Contractor. City representatives will review the construction services periodically to assure that the requirements of the agreement are being met. If any work is unsatisfactory, the Contractor shall be contacted, and the discrepancies corrected at no additional cost to the City. If deficiencies are not corrected within five (5) working days, the City may, at its option, perform the required services or contract to have them performed and deduct the cost of those services from the agreement cost.

SECTION 25 - TERMINATION OF AGREEMENT FOR CAUSE

If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under the agreement, or if the Contractor shall violate any of the provisions of the agreement, the City may upon written notice to the Contractor, terminate the right of the Contractor to proceed under the agreement, or as to such part or parts of the agreement for which there has been a default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such default and termination, any completed services performed by the Contractor under the agreement shall, at the option of the City become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of set-off until such time as the amount of damages due to the City from the Contractor can be determined. The City reserves the right to terminate the agreement upon thirty (30) calendar days' written notice, without cause.

SECTION 26 - INDEMNIFICATION AND HOLD HARMLESS PROVISIONS

26.1 The selected Contractor shall, in addition to any other obligation to indemnify the City and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the City, including its agents, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), or costs arising out of any actual or alleged:

- a. bodily injury, sickness, disease or death, or injury to or destruction of tangible property, including the loss of use resulting therefrom, or any other damage or loss arising out of or resulting or claimed to have resulted in whole or in part from any actual or alleged act or omission of the Contractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in the performance of the work;
- b. any violation of law, statute, ordinance, governmental administrative order, rule, regulation, or infringement of patent rights by Contractor in the performance of the work;
- c. liens, claims, actions made by the Contractor or other party performing the work; and
- d. claims of whatsoever nature related to collection practices or any actions of a contradictory nature pursuant to the Agreement or in an attempt to collect monies due or claimed to be due to the City.

26.2 Indemnification for Construction Contracts. In the event that the performance of services under the Contract is deemed to be a “construction contract” pursuant to §725.06, Florida Statutes, as it may be amended from time to time, the following indemnification shall apply:

To the fullest extent permitted by Chapter 725, Florida Statutes, as it may be amended, the Contractor agrees to indemnify and hold harmless the Owner, its officers, employees, and assigns from liabilities, damages, losses, and costs including, but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentionally wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of the provisions in the Contract Documents.

SECTION 27 - INSURANCE REQUIREMENTS

27.1 Insurance Required Before Commencement of Work: The Contractor shall not commence Work under the Agreement until Contractor has obtained all insurance required under this Section, and not until such time that the coverages are approved by the Risk Manager of the City. The Contractor shall not allow any employee of Contractor or any Subcontractor to commence Work on any subcontract until the Subcontractor and all Coverages required of any Subcontractor have been obtained and approved by the Risk Manager of the City. In addition, Contractor shall be responsible for any and all policy deductibles and self-insured retentions.

27.2 Insurance Requirements: Coverages shall be in force until all Work required to be performed under the terms of the Agreement, including any applicable warranty period, is satisfactorily completed as evidenced by the formal written acceptance by the City. In the event insurance certificates provided to City indicate that the insurance shall terminate and lapse during the period of the Agreement, including any applicable warranty period, then in that event, the

Contractor shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed Certificate of Insurance as proof that equal and like coverages for the balance of the period of the Agreement, including any extension of it, and including any applicable warranty period, is in effect. **THE CONTRACTOR AND ANY SUBCONTRACTOR SHALL NOT PERFORM OR CONTINUE WORK PURSUANT TO THE AGREEMENT, UNLESS ALL COVERAGES REMAIN IN FULL FORCE AND EFFECT. ANY DELAY IN THE WORK CAUSED BY A LAPSE IN COVERAGE SHALL BE NON-EXCUSABLE, SHALL NOT BE GROUNDS FOR A TIME EXTENSION, AND WILL BE SUBJECT TO ANY OTHER APPLICABLE PROVISIONS DESCRIBED IN THE AGREEMENT OR ELSEWHERE IN THE BID DOCUMENTS CONCERNING CONTRACTOR DELAY.**

27.3 Required Minimum Coverages: The below coverages are minimum limit requirements. Umbrella or Excess Liability policies are acceptable to provide the total required liability limits, as long as the Risk Manager of the City reviews and approves in writing the insurance limits on each of the policies. The City must approve any changes to these specifications and has the right to review and amend coverage requirements. The CONTRACTOR shall be held responsible for any modifications, deviations, or omissions in these insurance requirements. CONTRACTOR shall be responsible for any deductible amounts.

27.4 GENERAL LIABILITY INSURANCE is to include bodily injury, broad form property damage, products/completed operations, blanket contractual liability, and personal/advertising injury with limits of no less than One Million Dollars (\$1,000,000.00) per occurrence, and Two Million Dollars (\$2,000,000.00) annual aggregate.

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

- a. Annual Aggregate shall apply “Per Job”;
- b. “The City of Dania Beach, Florida” is added as a named “Additional Insured”;
- c. Additional Insured status is included for Products completed operations coverage for a period of no less than five (5) years following the completion of the Work or Project;
- d. Additional insured coverage shall be no more restrictive than Insurance Services Office (ISO) form CG 2037 (07 04);
- e. Contractor’s insurance shall be primary and non-contributory;
- f. Waiver of Subrogation in favor of the City;
- g. 30 Days’ Notice of Cancellation or modification to City (if not available on the insurance policies, then Contractor has responsibility for notification); and
- h. Copy of Additional Insured Endorsement or other endorsements may be attached to the Certificate.

27.6 WORKERS’ COMPENSATION INSURANCE must be provided for all persons fulfilling this agreement whether employed, contracted, temporary, or subcontracted for the life of the agreement, including any applicable warranty period(s), and it is to apply to all “statutory employees” of Contractor (as that phrase is defined by Chapter 440, Florida Statutes), in compliance with the “Workers’ Compensation Law” of the State of Florida and all applicable federal laws, for the benefit of the Contractor, its employees, and Subcontractors.

27.7 In the case any work is sublet as otherwise addressed in the Agreement or Bid Documents, the Contractor shall require any Subcontractors similarly to provide Workers' Compensation Insurance for all of the latter's employees, in addition to any coverage afforded by the Contractor, by furnishing Statutory Limits Part A, and no less than One Million Dollars (\$1,000,000.00) Employers' Liability Limits Part B.

27.8 IN NO EVENT SHALL THE CONTRACTOR BE PERMITTED TO UTILIZE IN THE PROSECUTION OF THE WORK, THE FOLLOWING:

- A) ANY EMPLOYEE, SUBCONTRACTOR OR SUBCONTRACTOR EMPLOYEE WHO IS EXEMPTED OR PURPORTED TO BE EXEMPT FROM WORKERS' COMPENSATION INSURANCE COVERAGE; OR**
- B) ANY EMPLOYEE, SUBCONTRACTOR OR SUBCONTRACTOR EMPLOYEES WHO WILL BE COVERED BY AN EMPLOYEE LEASING ARRANGEMENT.**

27.9 SPECIAL PROVISIONS AS TO WORKERS' COMPENSATION INSURANCE (to be confirmed on or attached to the Official Certificate of Insurance) :

- A) 30 Days' Notice of Cancellation or Modification to City (if not available on the insurance policies, then Contractor has responsibility for notification); and
- B) Waiver of Subrogation.

27.10 AUTOMOBILE LIABILITY INSURANCE shall be maintained with combined single limits of no less than One Million Dollars (\$1,000,000.00), to include coverage for owned, hired, and non-owned vehicles.

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

- A) "The City of Dania Beach" is added as a named "Additional Insured";
- B) 30 Days' Notice of Cancellation or modification to City (if not available on the insurance policies, then Contractor has responsibility for notification); and
- C) Waiver of Subrogation.

27.12 Proof of Insurance: The following are requirements that must be met regarding the Bidder's delivery of Certificates of Insurance for all coverages required in the Agreement and Bid Documents:

27.12.1 "Preliminary" certificate means that certificates of insurance verifying all general insurance requirements (as noted below) must be included with Bid at submittal on the date and time of the Bid opening. If the "preliminary" certificates are not included with a Bid submittal, then the City has the right to consider the submitted Bid as non-responsive on the date and time of the Bid opening. "Preliminary" Certificates may be issued without documentation of all "Special Provisions". However, Contractor does understand that all provisions, including "Special Provisions" noted below are expected to be fully documented on or attached to the "Official" Certificates of Insurance as described below.

27.12.2 “Official” Certificates of Insurance must be delivered to the City Clerk’s office and Risk Manager of the City. If the “Official” certificates are not delivered before or on the fourteenth (14th) Business Day after the issuance by the City of the “Notice of Intent to Award”, then the City has the right to consider the awarded Agreement to the successful Bidder as void and to negotiate a contract with the next lowest responsive and responsible Bidder. “Special Provisions”, as referenced below under each type of insurance requirement shall be fully confirmed on or attached to the “Official” certificates.

27.12.3 All Certificates of Insurance must clearly identify the contract to which they pertain, including a brief description of the subject matter of the contract. The certificates shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty (30) days’ prior written notice has been given to City. If this coverage is not provided, then Contractor is responsible for such notice to City. Insurance policies for required coverages shall be issued by companies authorized to do business under the laws of the State of Florida and any such companies’ financial ratings must be no less than A-VII in the latest edition of the “BEST’S KEY RATING GUIDE”, published by A.M. Best Guide. In the event that the insurance carrier’s rating shall drop, the insurance carrier shall immediately notify the City in writing.

SECTION 28 – SAFETY

28.1The 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.

28.2Bidder, by submitting a bid, certifies that all materials and equipment to be supplied for the Project will meet all federal and state requirements, including but not limited to, the Occupational Safety and Health Act (OSHA).

SECTION 29 - WARRANTY

The Contractor shall warrant to the City that materials and equipment furnished under the agreement will be of good quality and new unless otherwise required or permitted by the Contract Documents; that the Work will be free from defects, and that the Work will conform to the terms and conditions of the agreement. Work not conforming to those terms and conditions, including substitutions not properly approved and authorized may be considered defective. The Contractor’s warranty may exclude damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient City maintenance, improper operation, or normal wear and tear under normal usage. The Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. All manufacturers’ product warranties shall be registered in the City’s name and for its sole benefit.

SECTION 30 - RESPONSIBLE BIDDER

No bid will be accepted from, nor will any agreement be awarded to, any person or entity who or which is in arrears to the City of Dania Beach upon any debt or agreement, who or which is in

default as surety or otherwise upon any obligation to the City, who is deemed irresponsible or unreliable by the City, or who or which has been found guilty or convicted of a Public Entity crime in any federal or state trial court of record.

SECTION 31 - CONTRACTOR'S FINANCIAL/EXPERIENCE RECORD

The City shall have the right to investigate the financial condition and experience record of the Bidder, and determine to its satisfaction the competency of the Bidder to undertake the requested services in the ITB.

SECTION 32 - BILLING PROCEDURE

The preferred method for invoices is to send via email to ap@daniabeachfl.gov. A copy may also be mailed to City Hall.

City of Dania Beach Finance Department
Attn: Accounts Payable
100 West Dania Beach Boulevard
Dania Beach, Florida 33004

with a copy to:

City of Dania Beach Public Services Department
Attn: Fernando Rodriguez
1201 Stirling Road
Dania Beach, Florida 33004

The City will pay to the Contractor for the faithful performance of the Contract, in lawful money of the United States, and subject to adjustments as provided in the Contract Documents, the amounts equal to the sum of the unit, lump sum price or both established for each separately identified work item, times the estimated quantity of that item, as indicated in the Schedule of Prices.

As provided in the Bid, the quantities entered in the Schedule of Prices for each item of work is an estimate only and the final Contract amount and the total payment made to the Contractor will be based on the actual number of units of each work item incorporated in the Work of the Contract. It is understood that the unit prices quoted or established for work items will be used for computing the amount to be paid to the Contractor, based on the quantities actually constructed as determined by the applicable measurement and payment portion of the Specifications.

SECTION 33- PROGRESS PAYMENTS

The Contractor may requisition payments for work completed during the project at intervals of not more than once a month. The Contractor's requisition shall show a complete breakdown of the project components, the quantities completed and the amount due, together with properly executed Releases of Liens by all subcontractors, suppliers and materialmen who were included in the Contractor's current and previous applications for payment and any other supporting documentation as may be required by the City or Contract Documents. The City shall make

payment to the Contractor within thirty (30) calendar days after approval of the Contractor's requisition for payment.

Five percent (5%) of all monies earned by the Contractor shall be retained by the City until the work is totally completed as specified and accepted by the City.

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

1. Defective work not remedied.
2. Claims filed or reasonable evidence indicating the probable filing of claims by other parties against the Contractor.
3. Failure of the Contractor to make payment to subcontractors or suppliers for materials or labor.
4. Damage to another Contractor not remedied.
5. Liability for liquidated damages that has been incurred by the Contractor.
6. Reasonable evidence that the work cannot be completed for the unpaid balance of the Contract Sum.
7. Reasonable evidence that the work will not be completed within the Contract Time.
8. Persistent failure to carry out the work in accordance with the Contract Documents.

When the above grounds are removed or resolved or the Contractor provides a surety bond or consent of surety satisfactory to the City, which will protect the City in the amount withheld, payment may be made in whole or in part

SECTION 34 - BID PROTEST PROCEDURE

34.1After a Notice of Intent to Award a contract is posted, any actual or prospective Bidder claiming to be aggrieved in connection with the pending award of the Contract or any element of the process leading to the award of the Contract may protest to the City Manager. A protest must be filed by 5:00 PM on the third (3rd) Business Day after posting at City Hall of the Notice of Award (excluding the day that the Notice is posted) or any right to protest is waived. The protest must be in writing, must identify the name and address of the protester, and must include a factual summary of, and the basis for, the protest. Filing shall be considered complete when the protest and a Bid Protest Bond are timely received by the City Manager's Office.

34.2A Bid Protest Bond shall accompany the written protest, to compensate City for the expenses of administering the protest. If the protest is decided in the protester's favor, the entire deposit shall be returned to the protester. If the protest is not decided in the protester's favor, the deposit shall be retained by the City. The deposit shall be in the form of a cashier's check, and shall be the one percent (1%) of the amount of the pending award to the initial successful Bidder or five thousand (\$5,000.00) dollars, whichever is less.

34.3The Protest Committee shall have the authority to review, settle, and resolve all protests. Members of the Protest Committee will be appointed by the City Manager. If the Protest Committee determines that the pending award of a contract or any element of the process leading to the award involved a significant violation of law, applicable rule or regulation, all steps necessary and proper to correct the violation shall be taken. If the Protest Committee determines

that the protest has merit, the City Manager shall direct that all appropriate steps are to be taken to remedy it.

34.4In the event of a timely protest, the City Manager shall stay the award of the Contract unless, after consulting with the City Attorney and a representative from the City's Department for which the services are being obtained, the City Manager determines that the award of the Contract without delay is necessary to protect the substantial interests of the City. The continuation of the bid award process under these circumstances shall not preempt or otherwise affect the protest.

SECTION 35 - LITIGATION

35.1In addition to any other provision of this ITB, the City may, in its absolute discretion, reject a Bid if the Bidder, or any officer or director of the Bidder submitting the Bid, is or has been engaged directly or indirectly in legal action against the City, its elected or appointed officers, representatives or employees in relation to any matter.

35.2In determining whether or not to reject a Bid under this section, the City will consider whether the litigation is likely to affect the Bidder's ability to work with the City, its consultants and representatives and whether the City's experience with the Bidder indicates that there is a risk that the City will incur increased staff and legal costs in the administration of the contract if it is awarded to the Bidder.

35.3 A contract with the successful Bidder will include the following:

GOVERNING LAW; CONSENT TO JURISDICTION. The law of the State of Florida shall govern the contract. The contract is not subject to arbitration. **THE PARTIES EXPRESSLY WAIVE ALL RIGHTS TO TRIAL BY JURY FOR ANY DISPUTES ARISING FROM, OR IN ANY WAY CONNECTED WITH THIS AGREEMENT. THE PARTIES UNDERSTAND AND AGREE THAT THIS WAIVER IS A MATERIAL CONTRACT TERM.**

35.4 All claims, counterclaims, disputes and other matters in question between City and the Contractor arising out of, relating to or pertaining to the Contract, the breach of it, the services of it, or the standard of performance required in it, are to be addressed by resort to non-binding mediation as authorized under the laws and rules of Florida; provided, however, that in the event of any dispute between the parties, the parties agree to first negotiate with each other for a resolution of the matter or matters in dispute and, upon failure of such negotiations to resolve the dispute, the parties shall resort to mediation. If mediation is unsuccessful, any such matter may be determined by litigation in a court of competent jurisdiction in Broward County, Florida, or the Federal District Court of the Southern District of Florida and appropriate appellate courts for such venue and jurisdiction. If City or Contractor incurs any expense in enforcing the terms of the Contractor, whether suit is brought or not, each party shall bear its own costs and expenses including, but not limited to, court costs and reasonable attorney fees.

SECTION 35 - CONTRACT AWARD AND EXECUTION

35.1 Bid Opening and Evaluation: The City will publicly open and announce all bids it receives by total amount in accordance with the terms of the advertisement. The City will verify all bidders have properly submitted and executed all required bid documents and forms; review all bids for accuracy; prepare a tabulation of the bids showing the item details and total bid for all responsible bids; check for conformance of all bids to the engineer's estimate; evaluate unbalanced bid items; confirm the bid tabulations; and provide a recommendation for award of bid or recommendation for re-advertisement, if appropriate, to the City Commission.

35.2 Rejection of Bids: The City may reject bids in the following circumstances:

- (a) where the low bid differs from the engineer's estimate by an unreasonable amount (reasonable conformance pursuant to 23 CFR 635.114(c))
- (b) where obvious unbalancing of unit prices has occurred, or
- (c) where competition is considered to be inadequate relative to the size, type, and location of the project.

35.3 Prohibition of Negotiations with Contractors or Bidders: Negotiations with contractors are not permitted during the advertisement, award, or execution period of the contracting process.

35.4 Contract Award and Execution: The City will enter into a contract with the lowest priced and the most responsive and responsible bidder. If the City is unable to come to terms with the lowest priced and the most responsive and responsible bidder, the City shall initiate the award process with the next lower priced most responsive and responsible bidder, and so on, until a contract is executed.

The City is under no obligation to accept any Bid submitted. The City reserves the right in its sole discretion to waive informalities in, or, at any time in the process and to reject any or all Bids at any time.

All costs incurred in the preparation and presentation of any Bid shall be wholly absorbed by the Bidder. All supporting documentation and manuals submitted with any Bid will become the property of the City of Dania Beach unless otherwise requested by the Bidder at the time of submission.

SECTION 36 – CONE OF SILENCE

36.1 Cone of Silence: Definitions: “Cone of Silence,” as used in this ITB, means a prohibition on any communication regarding a particular Request for Proposal (“RFP”), Request for Qualification (“RFQ”) or Invitation to Bid (“ITB”), between:

a potential vendor, service provider, Bidder, bidder, lobbyist, or consultant, and:

a City Commission member, City’s professional staff including, but not limited to, the City Manager and her staff, or any member of the City’s Selection Committee.

Restriction; Notice: A Cone of Silence shall be imposed upon this ITB upon the advertisement of the ITB. At the time of imposition of the Cone of Silence, the City Manager or designee shall provide for public notice of the Cone of Silence by posting a notice at City Hall. The City

Manager shall issue a written notice as to the Cone of Silence to the affected departments, file a copy of such notice with the City Clerk, with a copy to each City Commissioner, and shall include in any public solicitation for goods or services a statement disclosing the requirements of this section.

Termination of Cone of Silence: The Cone of Silence shall terminate at the beginning of the City Commission meeting (whether a regular or special meeting) at which the City Manager makes a written recommendation of award to the City Commission. However, if the City Commission refers the City Manager's recommendation back to the City Manager or staff for further review, the Cone of Silence shall be re-imposed until such time as the City Manager makes a subsequent written recommendation.

Exceptions to Applicability: The provisions of this section shall not apply to:

- a. Oral communications at pre-bid conferences;
- b. Oral presentations before the Selection Committee;
- c. Public presentations made to the City Commission members during any duly noticed public meeting;
- d. Communications in writing at any time with any City employee, unless specifically prohibited by the ITB. The Bidder shall file a copy of any written communication with the City Clerk. The City Clerk shall make copies available to any person upon request;
- e. Communications regarding the ITB between a potential vendor, service provider, Bidder, lobbyist or consultant and the City's Procurement and Contract Services Agent or City employee designated as responsible for administering the procurement process for the ITB, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document;
- f. Communications with the City Attorney and his staff;
- g. Duly noticed site visits to determine the competency of a Bidder regarding the ITB during the time period between the opening of Bids and the time the City Manager makes a written recommendation;
- h. Any emergency procurement of goods or services pursuant to City Code;
- i. Responses to the City's request for clarification or additional information;
- j. Contract negotiations during any duly noticed public meeting;
- k. Communications to enable City staff to seek and obtain industry comment or perform market research, provided all related communications between

a potential vendor, service provider, Bidder, lobbyist, or consultant and any member of the City's professional staff including, but not limited to, the City Manager and his staff are in writing or are made at a duly noticed public meeting.

Penalties: Violation of this section by a particular Bidder shall render any ITB award or contract to the Bidder voidable by the City Commission or City Manager. Any person who violates a provision of this section may be prohibited from serving on a City selection or evaluation committee. In addition to any other penalty provided in this ITB, violation of any provision of this section by a City employee may subject the employee to disciplinary action. Please contact the City Attorney for any questions concerning "Cone of Silence" compliance.

SECTION 37 - ADDITIONAL GENERAL CONDITIONS

37.1 Liquidated Damages:

Liquidated Damages will be assessed as stated in the contract for each non-compliant day that any requirements listed in this section are not met.

37.1.1 Staging of Material in Right-Of-Way:

Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment. Staging area shall be fenced and screened from public sight. Contractor shall not store material such as pipes, drainage structures and equipment within a right of way without prior approval by the City. Material shall be properly secured and screened neatly and will not remain on right of way for more than a week. All equipment must be stored in a designated staging area.

37.1.2 Site Restoration:

37.1.2.1 Contractor shall remove all excess material and shall clean up and restore the site to its original condition or better. All damage, as a result of work under this Contract, done to existing structures, pavement, driveways, paved areas, curbs and gutters, sidewalks, shrubbery, grass, trees, fences, walls, utility poles, utility pipe lines, conduits, drains, catch basins, flagstones, rocked graveled or stabilized areas or driveways, and including all obstructions not specifically named in this provision, shall be repaired, or replaced, as determined by the Engineer. Site restoration shall be done in a timely manner as the work progresses. Site restoration work shall be completed on private property within 30 days after being disturbed.

37.1.3 Access:

As applicable, Contractor shall provide one lane open to through-traffic for each section of construction in each direction at all times unless a complete road closure is required. The Contractor shall make every effort to provide access to driveways at the end of the working day. If a driveway is not accessible, homeowners should have access to a neighboring swale area for temporary parking. When vehicular access to homes is not possible for parking of vehicles, an area for parking shall be provided within one block of the furthest home affected. This condition is to be avoided whenever possible and not last more than three

(3) days. Vehicular access must be provided by the end of each business working day. The parking area location shall be coordinated by the Contractor, with the City's approval." In the event that this option is approved by the City, the Contractor shall notify affected residents at least 48 hours in advance.

37.2 Date of Commencement and Substantial Completion: The Date of Commencement is the date from which the Contract Time is measured, and shall be the date set forth in the NOTICE TO PROCEED as issued by the City. Should the Contractor incur costs prior to the issuance of the NOTICE TO PROCEED, any such costs shall be incurred at the Contractor's risk, and the City shall not reimburse the Contractor for any such costs under any circumstances. Notwithstanding the foregoing, City may reimburse Contractor for actual costs incurred relating to performance and payment bonds and insurance, with submittal of invoices, in the event that City terminates this Contract for convenience, as provided in the General Conditions. If Contractor fails to commence the Work within one (1) week of the date set forth in the NOTICE TO PROCEED, City may terminate the Contract immediately, without providing an opportunity to cure.

The Contractor shall achieve Substantial Completion not later than one hundred fifty-five (155) calendar days and Final Completion of the entire Work not later than one hundred eighty-five (185) 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. 23-007

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

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 23-007

**“STORM SEWER AND SEWER MAIN CLEANING AND REPAIR
SERVICES”**

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):

business):

OWNER:

City of Dania Beach, Florida
100 West Dania Beach Boulevard
Dania Beach, Florida 33004

CONSTRUCTION CONTRACT

Date:

Amount:

Date:

Amount:

Project:

Storm Sewer & Sewer Main Cleaning and Maintenance.

City Bid No. 23-007

BOND

Date (not earlier than
Construction Contract
Date):

Amount:

Modifications to this Bond:

None _____ See Page(s) _____

CONTRACTOR AS PRINCIPAL
(Corporate Seal)

SURETY
(Corporate Seal)

Signature

Signature

Name

Name

Title

Title

(Any additional signatures please include at the end of page 5)

FLORIDA RESIDENT AGENT

Address

Telephone:

Facsimile:

1. DEFINITIONS

- (A) **Balance of the Contract Price:** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
 - (B) **Construction Contract:** The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes to them.
 - (C) **Contractor Default:** Failure of the Contractor, which failure has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.
 - (D) **Owner Default:** Failure of the Owner, which failure has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms of it.
2. The Contractor and the Surety, jointly and severally bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated into this document by this reference.
3. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences.
4. If there is no Owner Default, the Surety's obligation under this Bond shall arise after:
- (A) The Owner has notified the Contractor and the Surety at its address described in paragraph ten (10) below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen (15) calendar days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, to subsequently declare a Contractor Default; and
 - (B) The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than twenty (20) calendar days after the Contractor and the Surety have received; and

- (C) The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a Contractor selected to perform the Construction Contract in accordance with the terms of the Contract with the Owner.
5. When the Owner has satisfied the conditions of paragraph 4, the Surety shall promptly and at the Surety's expense take one of the following actions:
- (A) Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or
 - (B) Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or
 - (C) Obtain bids or negotiated Bids from qualified Contractors acceptable to the Owner for a Contract for performance and completion of the Construction Contract, arrange for a Contract to be prepared for execution by the Owner and the Contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified Surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in paragraph six (6) in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or
 - (D) Waive its right to perform and complete, arrange for completion, or obtain a new Contractor acceptable to the Owner and with reasonable promptness under the circumstances:
 - 1. After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or
 - 2. Deny liability in whole or in part and notify the Owner citing reasons therefor.
6. If the Surety does not proceed as provided in paragraph four (4) with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen (15) calendar days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds, 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: **"STORM SEWER AND SEWER MAIN CLEANING AND REPAIR SERVICES"**

City's Bid No.: **23-007**

Date: _____ Amount: _____

Project: Storm Sewer & Sewer Main Cleaning and Maintenance.

BOND

Date (not earlier than
Construction Contract

Date): _____

Amount: _____

Modifications to this Bond: None _____ See Page(s) _____

CONTRACTOR AS PRINCIPAL SURETY

(Corporate Seal) (Corporate Seal)

Signature

Signature

Name

Name

Title

Title

(Any additional signatures please include at the end of page 5)

FLORIDA RESIDENT AGENT

Address

Telephone

Facsimile

1. **DEFINITIONS**

- (A) **Claimant:** An individual or entity having a direct Contract with the Contractor or with a Subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's Subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.
 - (B) **Construction Contract:** The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes to it.
 - (C) **Owner Default:** Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms of the Contract.
2. The Contractor and the Surety, jointly and severally bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated into this document by this reference.
3. With respect to the Owner, this obligation shall be null and void if the Contractor:
- (A) Promptly makes payment, directly or indirectly, for all sums due Claimants, and
 - (B) Defends, indemnifies and holds harmless the Owner, its elected officials, employees, agents and Consultant from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for the payment for labor, materials or equipment furnished for use in the performance of the Work, pursuant to the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.
4. With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.
5. The Surety shall have no obligation to Claimants under this Bond until:
- (A) Claimants who are employed by or have a direct Contract with the Contractor have given notice to the Surety (at the address described in paragraph 13) and sent a copy of the notice to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
 - (B) Claimants who do not have a direct Contract with the Contractor:
 - 1. Have furnished written notice to the Contractor and sent a copy, or notice of it, to the Owner, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and

2. Have either received a rejection in whole or in part from the Contractor, or not received within thirty (30) days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and
 3. Not having been paid within the above thirty (30) days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice of it, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.
6. If a notice required by paragraph four (4) is given by the Owner to the Contractor, or to the Surety, that is sufficient compliance.
7. When the Claimant has satisfied the conditions of paragraph 4, the Surety shall promptly and, at the Surety's expense, take the following actions:
 - (A) Send an answer to the Claimant, with a copy to the Owner, within forty-five (45) days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
 - (B) Pay or arrange for payment of any undisputed amounts.
8. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
11. The Surety waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work, part of the work is located, or after the expiration of one (1) year from the date: 1) on which the Claimant gave the required notice; or 2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of one (1) or two (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
13. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with the statutory or legal requirement shall be deemed deleted from this Bond and provisions conforming to such statutory or other legal requirement shall be deemed incorporated into this Bond. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
15. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL 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. 23-007.

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 Date
first appears above)

STATE OF FLORIDA)

COUNTY OF _____)

Sworn to and subscribed before me on _____, 20____, 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"

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: **STORM SEWER AND SEWER MAIN CLEANING AND REPAIR SERVICES**
City's Invitation to Bid No.: **23-007**

Name of Bidder

SIGNATURE of Bidder or Authorized **PRINT** Name of Bidder or Authorized
Agent of Bidder Agent of Bidder

Title
_____, 20____.
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 “H”
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 H– (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 “I”

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 "J"

BID BOND

BIDDER

Name Name

Address Address

FLORIDA RESIDENT AGENT

Name

Address

Phone Fax

SURETY

OWNER

City of Dania Beach, Florida
100 West Dania Beach Boulevard
Dania Beach, Florida 33004
Telephone: (954) 924-6800
Facsimile: (954) 921-2604

PROJECT: STORM SEWER AND SEWER MAIN CLEANING AND REPAIR SERVICES
ITB No. 23-007

_____ Bid Due Date	_____ Bond Number	_____ Bond Date	\$_____ Penal Sum
------------------------------	-----------------------------	---------------------------	-----------------------------

IN WITNESS OF THE FOREGOING, Surety and Bidder, intending to be legally bound, subject to the terms included in this section, do each cause this Bid Bond to be duly executed on its behalf by its respective, authorized officer, agent, or representative.

IDENTITY OF BIDDER

Corporate Name and Seal Corporate Name and Seal
(or other Full Legal Name)

Signature Signature

Printed Name and Title Printed Name and Title

Attest Attest

Attest Attest

IDENTITY OF SURETY (Attach Power of Attorney)

(or other Full Legal Name)

The above addresses shall be used for giving of required notices. Any singular reference to Bidder, Surety, Florida Resident Agent, Owner or other party shall be considered a plural where applicable.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to City upon default of Bidder, the penal sum set forth on the face of this Bond. In no event shall Bidder's and Surety's obligation exceed the penal sum set forth on the face of this Bond.
2. Default of Bidder shall occur upon the failure of the Bidder to deliver within the time required by the Bid and Contract Documents (or any extension of time agreed to in writing by City) a fully executed Agreement, Insurance Agent Statement, all certificates of insurance, and any Performance and Payment Bonds.
3. This obligation shall be null and void if:
 - 31 City accepts Bidder's bid and Bidder delivers within the time required by the bidding and contract documents (or any extension of time agreed to in writing by City) the executed Agreement, the Insurance Agent Statement, and the Performance and Payment Bonds, or
 - 32 All bids are rejected by City, or
 - 33 City fails to issue a Notice of Award to Bidder within the time specified in the ITB documents (or any extension of time agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph five (5) below).
4. Payment under the Bid Security Bond will be due and payable upon default by Bidder and within thirty (30) calendar days after receipt by Bidder, and Surety of written notice of default from City's City Clerk, which notice will be given with reasonable promptness, identifying the Bid; Security Bond and the Project, including a statement of the amount due.
5. Surety waives notice of any and all defenses based on, or arising out of, any time extension to issue a Notice of Award agreed to in writing by City and Bidder, provided that the total time for issuing the Notice of Award, including extensions shall not in the aggregate exceed One Hundred Twenty (120) days from the ITB due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to thirty (30) calendar days after the notice of default required in paragraph four (4) above is received by Bid and Surety, and in no case later than one (1) year after bid due date.
7. Any suit or action under this Bond shall be commenced only in a Florida court of competent jurisdiction. Any award granted shall not be subject to prejudgment interest.
8. Notices required under this Bid Bond shall be in writing and sent to Bid and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf

of Surety to execute, seal and deliver such Bond and bind the Surety.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included in it as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of such statute shall govern and the remainder of this Bond that is not in conflict shall continue in full force and effect.

EXHIBIT “K”

BID SECURITY

ATTACH BID BOND HERE

EXHIBIT “L”

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 “M”

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 “M”

**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 "N"

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



STORM SEWER AND SEWER MAIN CLEANING AND REPAIR SERVICES

CITY INVITATION TO BID (“ITB.”) NO. 23-007

ADDENDUM # 1

Prepared by:

City of Dania Beach, Florida
100 W. Dania Beach Boulevard
Dania Beach, Florida 33004

JUNE 23, 2023

CITY OF DANIA BEACH, FLORIDA

**INVITATION TO BID FOR
“STORM SEWER AND SEWER MAIN CLEANING AND REPAIR SERVICES”
ITB 23-007
ADDENDUM 1**

TO ALL BIDDERS: PLEASE TAKE NOTE OF THE FOLLOWING REVISIONS, ADDITIONS, DELETIONS, CLARIFICATIONS, ETC. RELATIVE TO THE SOLICITATION, WHICH IN ACCORDANCE WITH THE CONTRACT DOCUMENTS SHALL BECOME A PART OF AND HAVE PRECEDENCE OVER ANYTHING SHOWN OR DESCRIBED OTHERWISE.

1. Please be advised that it is the intention of the City to contract with three vendors for this service.

CITY OF DANIA BEACH, FLORIDA



STORM SEWER AND SEWER MAIN CLEANING AND REPAIR SERVICES

CITY INVITATION TO BID (“ITB.”) NO. 23-007

ADDENDUM # 2

Prepared by:

City of Dania Beach, Florida
100 W. Dania Beach Boulevard
Dania Beach, Florida 33004

JUNE 27, 2023

CITY OF DANIA BEACH, FLORIDA

**INVITATION TO BID FOR
“STORM SEWER AND SEWER MAIN CLEANING AND REPAIR SERVICES”
ITB 23-007
ADDENDUM 2**

QUESTIONS AND ANSWERS

1. What is the Engineer’s Estimate/Budget?
\$70,000-\$80,000 yearly.
2. Will you be posting the site plans, drawings, and technical specs as mentioned on page 6 of the Bid Documents?
There are no additional documents for this bid.
3. Additionally, will you post the Mandatory Pre-Bid signup sheet and minutes?
Yes, minutes from the pre-bid meeting are included as an attachment and include attendance.

MANDTORY PRE-BID MEETING
FRIDAY, JUINE 16, 2023 10:00AM
ITB 23-007

A mandatory pre-bid conference for ITB 23-007 was held virtually via Zoom meeting software. The meeting commenced at 10:03AM.

City Personnel Present:

Dincer Ozaydin, Deputy Public Services Director/City Engineer
Darren Greene, Public Works & Utilities Operations Manager
Corry Taylor, Public Services Superintendent
John Quintero, Project Manager
Sasha Ramos, Procurement Administrator

Potential Bidders:

See chatbox record included as an attachment.

Ms. Ramos asked all potential bidders on the call to send their firms name and contact information in the chat box as a record of attendance.

Mr. Ozaydin explained the background on the city's utilization of services. Mr. Greene then gave an overview of the project and the floor was opened for questions.

Questions Asked:

1. Is this a maintenance contract? Will it the contract be for 3 years all together?
Yes
2. Sounds like this is a maintenance and emergency contract. Can you provide an estimated need for maintenance work beyond emergency response?
Service would be on an as-needed basis, yearly. This contract would supplement the work done by the City, primarily during the rainy season. We typically utilize contractors to clean an estimated 200 catch basins.
3. Do you know if you will be awarding one contractor or are you looking for a couple companies?
The Public Services Department would prefer to award more than one contract. Clarification will be given via addendum.
4. Are there any additional requirements or is everything listed on DemandStar?
Everything is listed on DemandStar.
5. Just to clarify, \$70,000-\$80,000 per year is what you spend on these services.
Yes

Once all questions were answered, Ms. Ramos reminded potential bidders to review the deadline for questions within the ITB and that if any come up, they can be emailed to procurement@daniabeachfl.gov. Potential bidders were again asked to send a message in the chat box with their firms name and information and reminded that if there was no record of their attendance the City cannot accept proposals from them. With no further discussion, the meeting was adjourned at 10:17 a.m.

00:09:06 mmurinova: Intercounty Engineering - Michaela Murinova
00:09:15 chase rogers - hinterland group: Chase rogers - hinterland group
00:09:19 RichardBJanofsky: Rich Janofsky - Sweeping Corp of America - 8563715649 rjanofsky@sweepingcorp.com
00:09:26 adminSusana Bernal - Kailas Corp: Susana Bernal, Kailas Corp. / Kailas Contractors
00:09:28 Karlos Ramos:Flotech Environmental
00:09:33 Karlos Ramos:Karlos Ramos
00:09:35 Luis NunezMartinez: Top Dog Industries LLC -Luis NunezMartinez
00:10:10 adminSusana Bernal - Kailas Corp: Susana Bernal 954-632-0165, sbernal@kailascontractors.com
00:10:12 Karlos Ramos:karlos.ramos@flotechllc.com
00:10:48 Ron Richards: Ron Richards @ DP Development 954-226-9535
00:11:21 Luis NunezMartinez: Top Dog Industries LLC - Luis NunezMartinez-Luism@topdogind.com 561-788-1648
00:12:16 chase rogers - hinterland group: Chase rogers
Hinterland group
Crogers@hinterlandgroup.com
561-640-3503
00:13:11 Ron Richards: DP Development rrichards@dpdevelopment.com; sales@dpdevelopment.com
00:20:22 MattFord: Matt Ford
00:21:08 MattFord: Matt Ford, USA Services of Florida, LLC; mford@sweepingcorp.com,407.259.1793
00:25:26 Ron Richards: is it possible to extend the bid date by one day?

CITY OF DANIA BEACH, FLORIDA



STORM SEWER AND SEWER MAIN CLEANING AND REPAIR SERVICES

CITY INVITATION TO BID (“ITB.”) NO. 23-007

ADDENDUM # 3

Prepared by:

City of Dania Beach, Florida
100 W. Dania Beach Boulevard
Dania Beach, Florida 33004

JULY 3, 2023

CITY OF DANIA BEACH, FLORIDA

**INVITATION TO BID FOR
“STORM SEWER AND SEWER MAIN CLEANING AND REPAIR SERVICES”
ITB 23-007
ADDENDUM 3**

TO ALL BIDDERS: PLEASE TAKE NOTE OF THE FOLLOWING REVISIONS, ADDITIONS, DELETIONS, CLARIFICATIONS, ETC. RELATIVE TO THE SOLICITATION, WHICH IN ACCORDANCE WITH THE CONTRACT DOCUMENTS SHALL BECOME A PART OF AND HAVE PRECEDENCE OVER ANYTHING SHOWN OR DESCRIBED OTHERWISE.

- 1. The submission deadline for bids is extended to 10:00 a.m. on Monday, July 10, 2023.**

CITY OF DANIA BEACH, FLORIDA



STORM SEWER AND SEWER MAIN CLEANING AND REPAIR SERVICES

CITY INVITATION TO BID (“ITB.”) NO. 23-007

ADDENDUM # 4

Prepared by:

City of Dania Beach, Florida
100 W. Dania Beach Boulevard
Dania Beach, Florida 33004

JULY 6, 2023

CITY OF DANIA BEACH, FLORIDA

**INVITATION TO BID FOR
“STORM SEWER AND SEWER MAIN CLEANING AND REPAIR SERVICES”
ITB 23-007
ADDENDUM 4**

QUESTIONS AND ANSWERS

- 1) Is there a measurement and payment section providing a description of what is included in each line item?
No; work involves pumping rainwater or cleaning the drains.
- 2) The point repair section includes pipe size and length but no depth information. Can the city provide a range of depths for repairs?
Depth varies from 3 feet to 15 feet.
- 3) There is no MOT line items.
MOT is included in the line items.
- 4) Security chain replacement – is this supposed to be a chain link fence? What material and height, if so?
This varies.
- 5) Concrete repairs, asphalt repairs, and concrete collars could all use, size and thickness information.
Broward County rules and regulations must be followed.



City of Dania Beach
Community Development
Memorandum

DATE: 10/24/2023

TO: 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, Deputy Director
Claudia Viviana Batista, Senior Manager
Jonathan Cady, Planner

SUBJECT: SP-091-22/OT-078-23/OT-079-23/OT-80-23: The property owner, Starlife Group LLC, requests approval of a Site Plan and Design Variations to allow the construction of a 3 story, 4-unit multifamily project located at 20 SW 15th Street.

Request:

DESIGN VARIATIONS

PARKING AND LOADING

To allow the first unit to have its parking space within 30 feet of the secondary street's first layer where the Land Development Code (LDC) requires parking to be located on the second layer of the property per Code Sec 306-10.

FAÇADE DESIGN SETBACKS

To allow less than 50% of the building façade to be located on the Built-To-Line where the Land Development Code (LDC) requires the façade to extend 50% of the lot width on all floors per Code Sec 303-80 (L).

ROOFTOP MECHANICAL EQUIPMENT

To allow mechanical equipment to be located at the front of the rooftop where the Land Development Code (LDC) requires rooftop mechanical equipment to be located only on the rear one-half of the building per Code Sec. 220-60(A).

SITE PLAN APPROVAL

The applicant is requesting Site Plan approval for the construction of a 3-story, 4-unit multifamily development.

PROPERTY INFORMATION:

EXISTING ZONING:	SFED-MU - South Federal Mixed Use
LAND USE DESIGNATION:	Regional Activity Center (RAC)
SITE ACREAGE:	0.187 acres (8,155 SF)
EXISTING USE:	Vacant
VIOLATIONS ON THE PROPERTY:	No open violations on the property.

Background:

The subject property is a 0.187-acre parcel located west of South Federal Highway, between SW 15 Street and SW 14th Street. Currently, the parcel is vacant with no improvements on it.

Approval of the requested Site Plan would allow for the development of a new 3-story, 4-unit multifamily project.

Design Variations:

PARKING AND LOADING

The applicant is proposing to locate parking along the south side of the lot. Each unit will have direct access to parking, but the first unit will have its first parking space located within thirty feet (30') of the secondary street. Parking will be concealed behind the main building structure and will not be visible from the street. Section 306-10 of the Land Development Code (LDC) mandates parking to be setback from any secondary street by a minimum of thirty (30') feet, which must be occupied by linear buildings.

This provision of the LDC ensures off-street parking and loading in the CRA form-based districts is screened from the view of the street and has connectivity along nearby roadways.

The information provided below by the applicant addresses the criteria identified in Section 301-50(D) of the LDC:

1. Whether the request is for a reasonable accommodation of design flexibility that results in overall superior development and design consistent with the intent and principles of this subpart that govern the standard for which variation is requested; or

Applicant Response: The primary reason for this variation request is the unique shape and layout of the lot in question. Due to the lot's shape, it poses challenges when it comes to accommodating parking spaces while adhering strictly to the setback requirements. To ensure that each residential unit within the development has convenient and direct access to parking, our proposal involves locating parking along the south side of the lot. This approach offers practical advantages, such as improved accessibility for residents and efficient use of available space.

The Community Development Staff considers the variation request needed in order to provide access to the lot and to accommodate the required parking for each unit.

2. Whether the variation is appropriate to accommodate site conditions not anticipated in these regulations, or to reconcile conflicting requirements, provided the request is generally consistent with the intent and principles of this subpart that govern the standard for which variation is requested.

Applicant Response: The design variation request is needed in order to accommodate the requirements from the Code for building footprint, traffic circulation, and parking with the site

conditions not anticipated and to promote urban development and the revitalization of vacant properties. By granting this variation, an underutilized space will provide housing options complying with parking requirements.

The Community Development staff considers this request reconciles conflicting requirements needed to accommodate the project due to the site conditions.

FAÇADE DESIGN AND SETBACKS

The applicant is requesting to allow less than fifty percent (50%) of the building façade to be located on the Built-To-Line where the façade should extend fifty percent (50%) of the lot width on all floors. As it is not feasible to extend the third floor due to the setback line, the applicant is requesting a Design Variation to address this situation, as it will lead to a more articulated façade design and fit within the required setbacks.

Although the second floor extends to a maximum of fifty-six percent (56%), the third floor is unable to extend due to the transitional setback line not meeting the required fifty percent (50%) extension according to the code Sec 303-80(L) of the Land Development Code.

This provision of the LDC is intended to maintain the minimum fifty percent (50%) of lot width that façade must be on Built-to-Line.

The information for this Design Variation provided below by the applicant addresses the criteria identified in Section 301-50(D) of the LDC:

1. Whether the request is for a reasonable accommodation of design flexibility that results in overall superior development and design consistent with the intent and principles of this subpart that govern the standard for which variation is requested; or

Applicant Response: The request for a Design Variation recognizes the need for flexibility in this specific context. Extending the third floor beyond the setback lines to meet the fifty percent (50%) requirement would not only be technically challenging but may also result in a less appealing and functional design. Instead, this design variation request aims to provide a more articulated and architecturally pleasing façade design, all while adhering to the required setbacks on the third floor.

The Community Development staff considers the request it needed due to the architectural constraints and to provide private terraces for each unit enjoyment.

2. Whether the variation is appropriate to accommodate site conditions not anticipated in these regulations, or to reconcile conflicting requirements, provided the request is generally consistent with the intent and principles of this subpart that govern the standard for which variation is requested.

Applicant Response: The applicant acknowledges that the proposed design does not fully meet the intent of the Code Section. However, with such a limited area of the parcel, and the site conditions not anticipated due to the size of the lot, the applicant reconciles conflicting requirements by providing a private open space for the units' occupant enjoyment on the third level instead of the fifty-six percent (56%) façade as proposed at second level.

The Community Development Staff agrees with the applicant's proposed reconciliation of conflicting requirements from the Code as the private terraces will provide a space of enjoyment for each unit.

ROOFTOP MECHANICAL EQUIPMENT

The applicant is requesting to allow mechanical equipment to be located at the front of the rooftop where the Land Development Code (LDC) requires rooftop mechanical equipment to be located only on the rear one-half of the building per Code Sec. 220-60(A).

This provision of the LDC is intended to maintain the design standards for rooftop air conditioning units in residential districts to promote design which is architecturally compatible with the surrounding uses.

The information for this Design Variation provided below from the applicant addresses the criteria identified in Section 301-50(D) of the LDC:

1. Whether the request is for a reasonable accommodation of design flexibility that results in overall superior development and design consistent with the intent and principles of this subpart that govern the standard for which variation is requested; or

Applicant Response: Due to the lot constraints, the best option to accommodate the mechanical equipment and meet the Code requirements is to install it on the roof. Placing the mechanical equipment on the roof well screened not only optimizes the available space but also allows for more open and clear areas at the ground level, enhancing the overall functionality of the development. This flexibility is necessary to ensure the project's feasibility while still adhering to the city's urban design goals.

The Community Development staff considers the proposed location of the mechanical equipment is the best option to promote a superior design for its location, screening, and maintenance.

2. Whether the variation is appropriate to accommodate site conditions not anticipated in these regulations, or to reconcile conflicting requirements, provided the request is generally consistent with the intent and principles of this subpart that govern the standard for which variation is requested.

Applicant Response: Due to the property size and location constraints, the requested variation is needed to accommodate the mechanical equipment without having to locate it on property setbacks. The best way to reconcile conflicting requirements would be to locate it on the rooftop, screened from street view, and with independent access from each unit.

The Community Development Staff considers the requested design variation for the mechanical equipment and will reconcile conflicting Code requirements.

Site Plan:

The proposed development would consist of a 3-story, 4-unit multifamily project. The development consists of a total of a 10,118.40 square feet of building and a total of 8 parking spaces.

TRAFFIC STUDY:

The traffic study submitted by the applicant was updated on September 18, 2023. The City Engineer accepted the findings in the report.

COMMUNITY OUTREACH

On September 26, 2023, the developer held a community meeting to discuss the project and met with three nearby property owners. Two of them signed in and the other preferred not to. The questions discussed revolved around the design and density of the project and zoning. A summary of the outreach meeting is included in the backup materials. No objections to the

project have been received by the city.

IMPACT FEES

Public Art: The City's Public Art Program specifies a fee to be paid into the Public Art fund for new development projects over \$1 million in construction value. Based on the construction value, the applicant must contribute to 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.

RAC Traffic: The December 2, 2022, Transportation Mitigation Impact Fee Calculations prepared by Traffic Tech Engineering and submitted with this application identify 2 PM peak hour trips, which amount to \$42.52 in RAC Traffic Impact Fees (2 trips x \$21.26 per p.m. peak hour trip; per R-2014-49).

Recreation And Open Space Impact Fee: In accordance with Resolution 2015-071, \$1,825.00, per Dwelling, must be paid for Recreation and Open Space Impacts at the time the building permit is issued. A total of \$7,300.00 (1,825 x 4 units) will be due at the time of building permit.

Stormwater Management:

The City's Code of Ordinance requires a Storm Water Management Plan to be submitted and approved prior to issuance of a building permit. A stormwater management plan is mandatory for all projects that change the surface to be impervious or alter pervious areas, regardless of City Commission approval. Post-development runoff must not exceed predevelopment runoff rates for a 25-year storm event. The City's current drainage level of service is to retain the first inch of rainfall on-site and maintain predevelopment runoff rates for a 25-year storm event. The city enforces a "General Requirements" stormwater management plan, including an "interim design standard" specifying groundwater and surface water levels before a design event. Please refer to Resolution No. 2023-039 and Ordinance No. 2023-007.

The Site Plan identifies fifteen percent (15%) of land as pervious area as required by the Land Development Code Sec.303-80(D).

DEVELOPMENT REVIEW COMMITTEE (DRC)

The site plan was reviewed by the DRC on December 2, 2022, March 3, 2023, and September 19, 2023; the committee includes personnel from the BSO Fire, Public Services, the City's landscape consultant, and the 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 are provided below.

1. The Applicant shall provide the necessary drainage calculations demonstrating that the site will meet the criteria set forth in City Code Section 27-227 at the time of building and Right-of-Way permit submittal. (Engineering)
2. The existing speed hump on the S.W. 15th Street Right-of-Way will remain in place until the newly constructed speed hump has been completed. (Engineering)
3. The applicant shall coordinate with FPL to relocate the existing FPL light pole located at the Southwest corner of the site. (Engineering)
4. The proposed driveway should not encroach onto the west neighbor's driveway. Further review of the driveway shall be completed at the time of the building and Right-of-Way permitting. (Engineering)
5. Any additional proposed impervious area other than what is shown on the plan shall be

reviewed and approved by the city. (Engineering)

6. Due to the fact that the City of Dania Beach is approaching its 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)

7. A Broward County Surface Water Management License is required for the proposed development as well as Florida Department of Environmental Protection (FDEP) approval for the drainage well(s) at the time of building permitting. (Engineering)

8. A Demolition Plan and Erosion Control Plan and details are required at the time of building permitting. (Engineering)

9. The pavement restoration limits shall be confirmed at the time of the pre-construction meeting. (Engineering)

10. Pavement restoration in the Right-of-Way is required to be completed per the city and county standards prior to the close-out of the Right-of-Way permit(s). (Engineering)

11. Additional comments may apply and will need to be addressed prior to Building Permit approval. (Engineering)

12. In accordance with the City Code of Ordinances in Article 415, SIDEWALKS AND SWALES. The owner is responsible for the construction of sidewalks/swales within the road ROW when buildings are constructed or substantially improved. (Engineering)

13. Provide BC standard details for pavement marking and signage. All traffic control signs shall conform to Broward County Traffic Engineering (BCTED) and MUTCD standards. BCTED signs specifications consist of Type XI retroreflective sheeting materials except for school zone and pedestrian signs which shall be comprised of retroreflective fluorescent yellow-green sheeting certified type IV. (Engineering)

14. Pavement markings shall be alkyd-based thermoplastic and fully retro-reflectorized, per BCTED specifications, with the exception of parking stall striping. (Engineering)

15. Provide a Maintenance of Traffic (MOT) Plan by a licensed General Contractor/Professional Engineer in the State of Florida (if applicable). (Engineering)

16. Detailed and complete engineering plans shall be required prior to the time of the Building and Right-of-Way permit submittal. (Engineering)

17. A utility piping conflict plan and details, along with documentation to demonstrate the acceptability of the separation between water, sanitary, storm-water service lines, etc. shall be provided at the time of building and Right-of-Way permitting. (Engineering)

18. All existing and proposed utilities shall be indicated on the landscape plans to determine potential conflicts. (Engineering)

19. Provide ADA parking, access/driveway, and sidewalks /ramps including dimensions in accordance with Chapter 553 of the Florida Statutes. "Accessibility of Handicapped Persons" and the latest edition of "Accessibility Requirements Manual" by the Department of Community

Affairs, Florida Board Building Codes and Standards, and 'in accordance with Americans with Disability Act (ADA). (Engineering)

20. Provide regulatory agencies' approval documentation and Permits/Licenses (as applicable) as part of the final submittal, prior to issuance of the Building Permit (South Florida Water Management District (SFWMD), Broward County Surface Water Management License, Broward County EPGMD Wastewater Permit / BC Water and Wastewater Approval, Florida Department of Environmental Protection, FDOT, BC Environmental, BC Aviation, BCTED etc.). Also, include Utility / Right-of-Way Permits from the City, Broward County, and State Roads, as applicable. (Engineering)

21. Applicant shall obtain an updated SCAD report from Broward County School Board. The current letter expired at the end of August 2023. (Planning)

22. Approval is subject to final coordination with the FAA/BCAD review and approval. (Planning)

23. PUBLIC ART PROGRAM: Per Article 811. New development and redevelopment in non-residential, mixed-use, and multi-family zoning districts shall provide a fee for the creation, acquisition, and installation of public art in the city.

a. Pay In-Lieu Public Art Fee: Pay one-half of one percent (0.5%) of the cost of the proposed development project, as an "in-lieu" public art fee, with a minimum payment of \$5,000 and a maximum payment of \$250,000; or

b. Combination of In-Lieu Public Art Fee and Placement of Art on Site: Placement of art on the site of the development project, which shall have a minimum value of one-quarter of one percent (0.25%) of the cost of the proposed development project combined along with a one-quarter of one percent (0.25%) payment of an "in-lieu" public art fee. The owner shall provide documentation to the City that the art fee has been deposited into an escrow account for said purpose prior to the issuance of a building permit. Prior to placement on the development site, the art must be approved by the Community Services Director or designed and conform to the adopted public art guidelines.

24. RAC Traffic Impact Mitigation: Per resolution No. 2014-049, a rate of \$21.26 per p.m. peak hour trip. The Traffic Impact Study by KBP Consulting Inc. demonstrates that the P.M. peak hour trip is identified as a 2 PM Peak hours trip; therefore, a \$42.52 Traffic Impact Mitigation fee will be due prior to the issuance of a building permit. (Planning & Zoning)

25. Recreation And Open Space Impact Fee: In accordance with Resolution 2015-071, \$1,825.00, per Dwelling, must be paid for Recreation and Open Space Impacts at the time the building permit is issued. A total of \$7,300.00 (1,825 x 4 units) will be due at the time of building permit. (Planning)

26. For all projects resulting in the buildout of the site, such that construction staging cannot occur on-site, we 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, the location of equipment and materials during construction. (Planning)

27. Provide a Construction Staging Plan to be approved by the Community Development Director prior to issuance of a building permit. The Construction Staging Plan must include but is not limited to, all construction employee parking locations and the location of equipment and material during construction (Planning).

28. Per O-2017-027 & O-2018-019. Commercial properties under construction are required to provide security to fencing with screening showing project rendering covering at least 75% of the length of the fence along an arterial or state right-of-way & 25% for local roads and must include the name and intended use of the project, project rendering, project website address, and owner or agent, the telephone number for the owner or agent, and the name and an emergency contact telephone number of the general contractor. Provide screen detail prior to issuance of a master construction permit. The City Commission must approve the use of the City Logo.
(Planning)

29. A Storm Water Management Plan shall be submitted prior to building permit issuance.
(Planning)

Strategic Plan:

This application supports the 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 centers, and our neighborhoods.
- ☐ 3.3 Have a range of housing options: types and price points.

Value To Our Neighbors and Our Community

- ☐ 3.1 More reasons to live in Dania Beach
- ☐ 3.2 Protection and enhancement of property values.
- ☐ 3.6 Retention and enhancement of Dania Beach's "hometown" feeling

Budgetary Impact

Approval of the Site Plan with Design Variations will enable this site to be developed, expanding the City's tax roll and collection of applicable impact fees as described in this staff report.

Budgetary Impact

Recommendation

Approve the resolution for the Site Plan and Design Variations, providing that the remaining DRC comments are made conditions of approval and must be addressed prior to the issuance of a building permit.



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

Location Map

APPLICATION:

SP-091-22/ OT-078-23/
OT-079-23/ OT-080-23

FOLIO:

514203105840

ADDRESS:

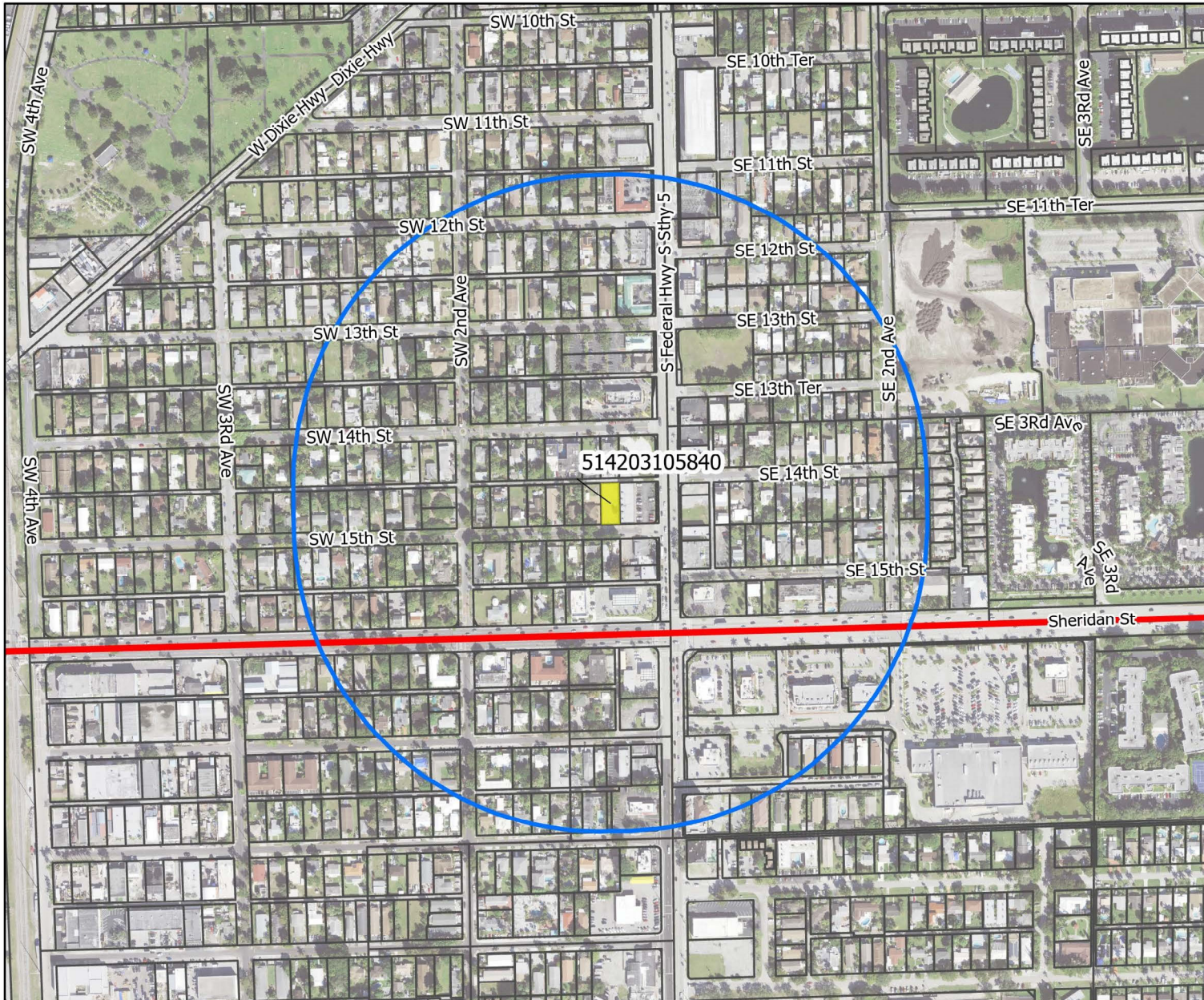
20 SW 15 St

REQUEST:

Site plan for the construction
of a new 4-unit multifamily.

APPLICANT:

City of Dania Beach



Legend

- Parcels
- Proposed Parcels
- Dania Beach Boundary
- 1,000 ft Buffer



Date: 9/21/2023

When Printed on 8 1/2" x 11"
1 inch equals 500 feet



Florida Technical Consultants

VILLAS AT DANIA BEACH

20 SW 15 ST, DANIA BEACH

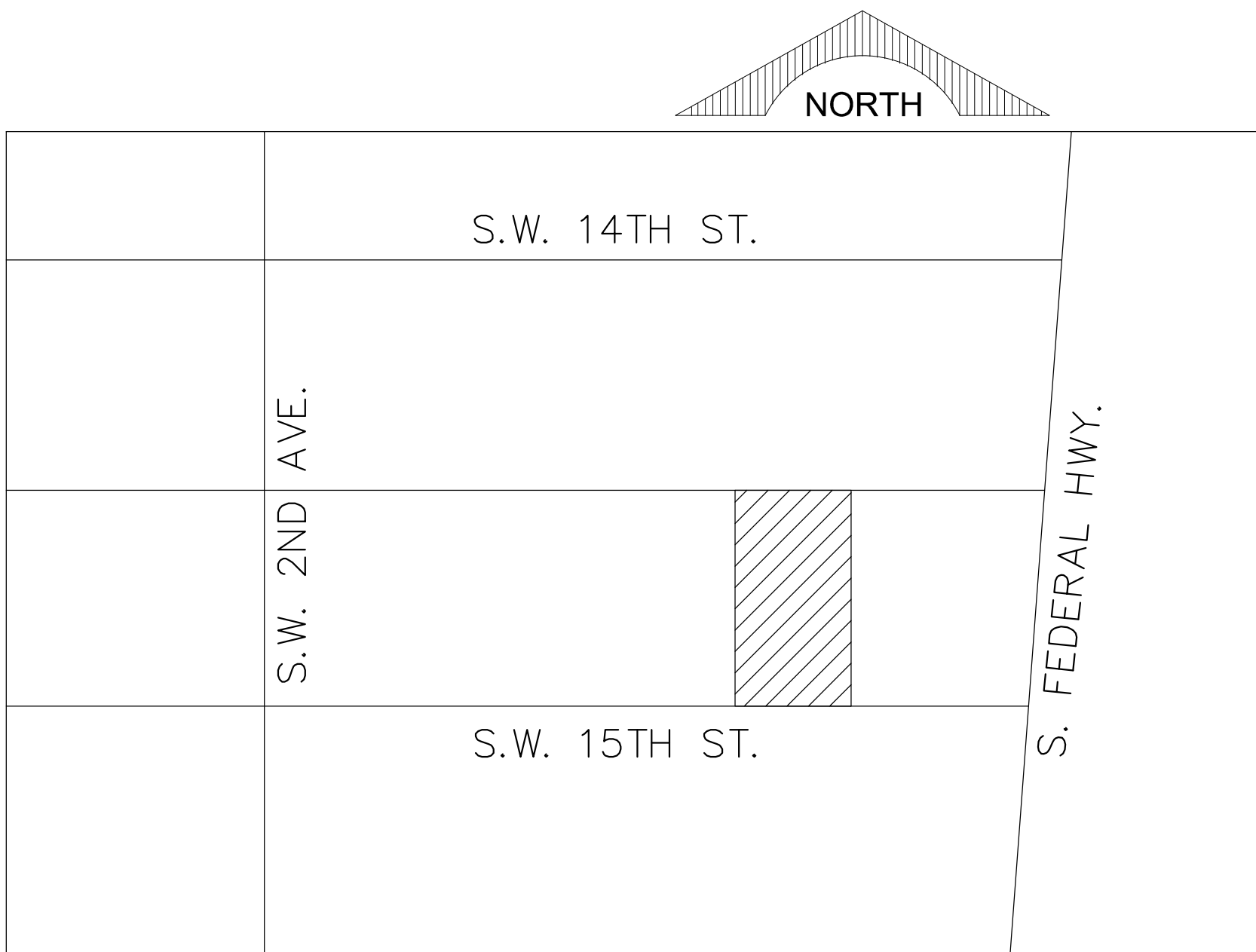
FL, 33004

LEGAL DESCRIPTION:
LOT 8, BLOCK 44 OF "NORTH HOLLYWOOD",
ACCORDING TO THE PLAT THEREOF, AS RECORDED IN
PLAT BOOK 4, PAGE (1 OF THE PUBLIC RECORDS OF
BROWARD COUNTY, FLORIDA AS PER SURVEY DATED
JULY 24, 2014 BY B & B LAND SURVEYORS, INC.)

APPROVALS		
AGENCY	APPROVAL DATE	PERMIT NUMBER



Call 811 or www.sunshine811.com two full business days before digging to have utilities located and marked.
Check positive response codes before you dig!



LOCATION MAP
N.T.S.

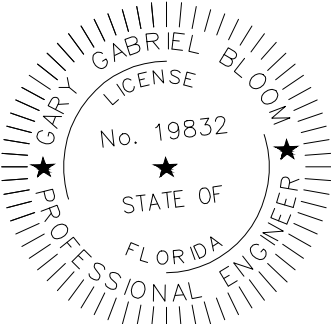
SHEET NO.	TITLE
C-0	COVER SHEET
C-1	PAVING, GRADING AND DRAINAGE PLAN
C-1A	WATER AND SEWER PLAN
C-1B	PAVEMENT MARKINGS AND SIGNAGE PLAN
C-2	GENERAL NOTES
C-3	CONSTRUCTION DETAILS
C-4	CONSTRUCTION DETAILS
C-5	CONSTRUCTION DETAILS
C-6	CONSTRUCTION DETAILS
C-7	CONSTRUCTION DETAILS
1 OF 1	BCTED PAVEMENT MARKINGS AND SIGNS DETAIL
1 OF 1	BCTED GROUND SIGN ASSEMBLY DETAILS
1 OF 1	BCTED STOP SIGN AND STREET IDENTIFICATION ASSEMBLY TYPICAL DETAILS
C-8	STORMWATER POLLUTION PREVENTION PLAN
C-9	STORMWATER POLLUTION NOTES & DETAILS
C-10	STORMWATER POLLUTION NOTES & DETAILS



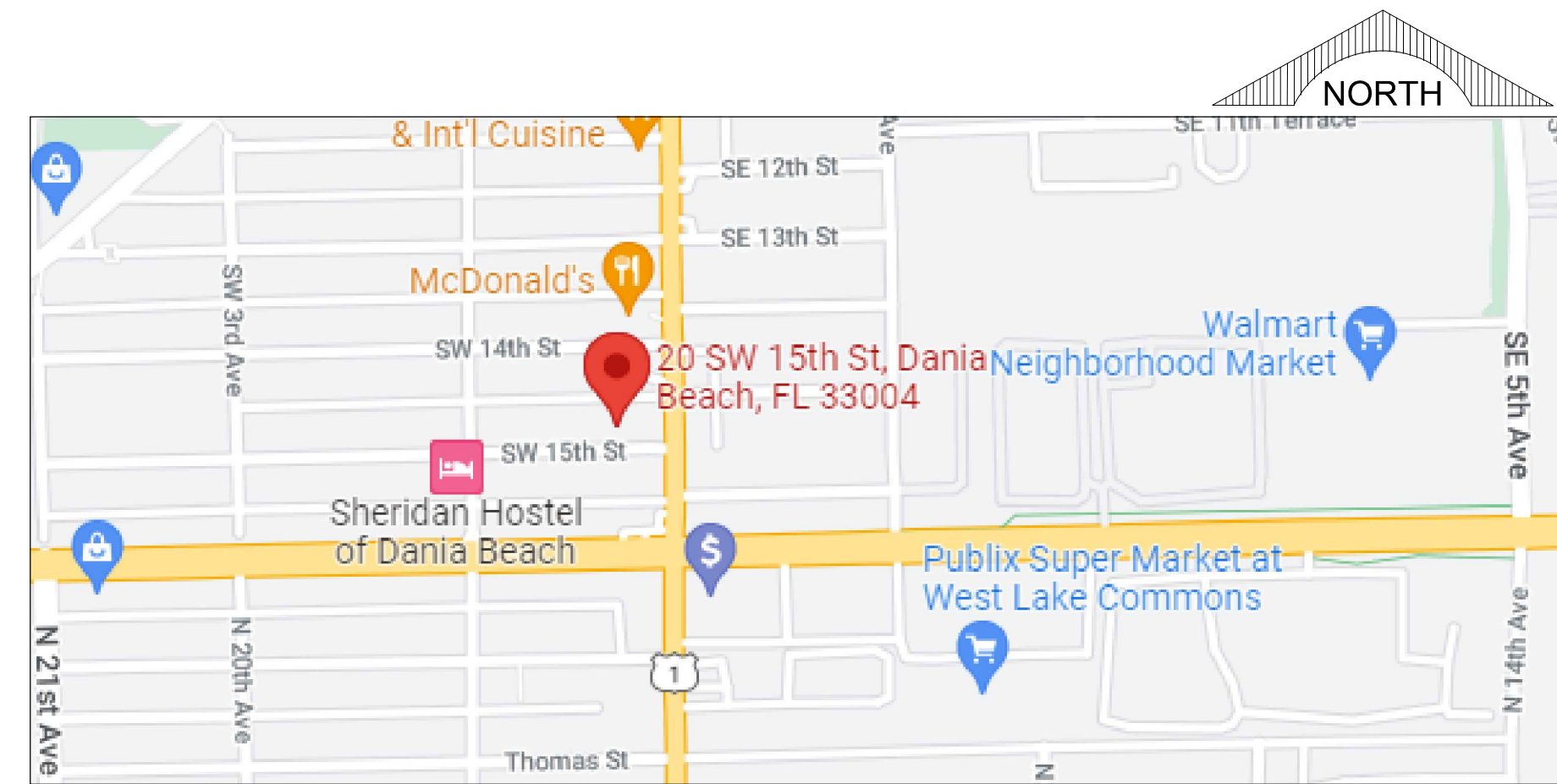
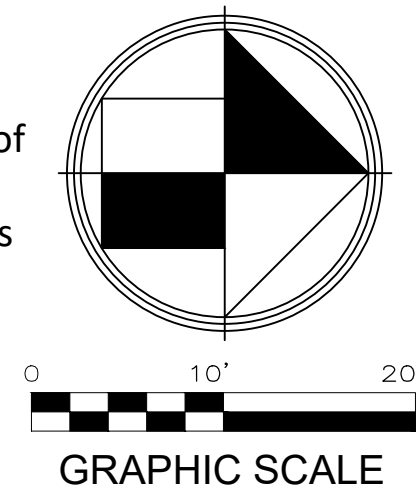
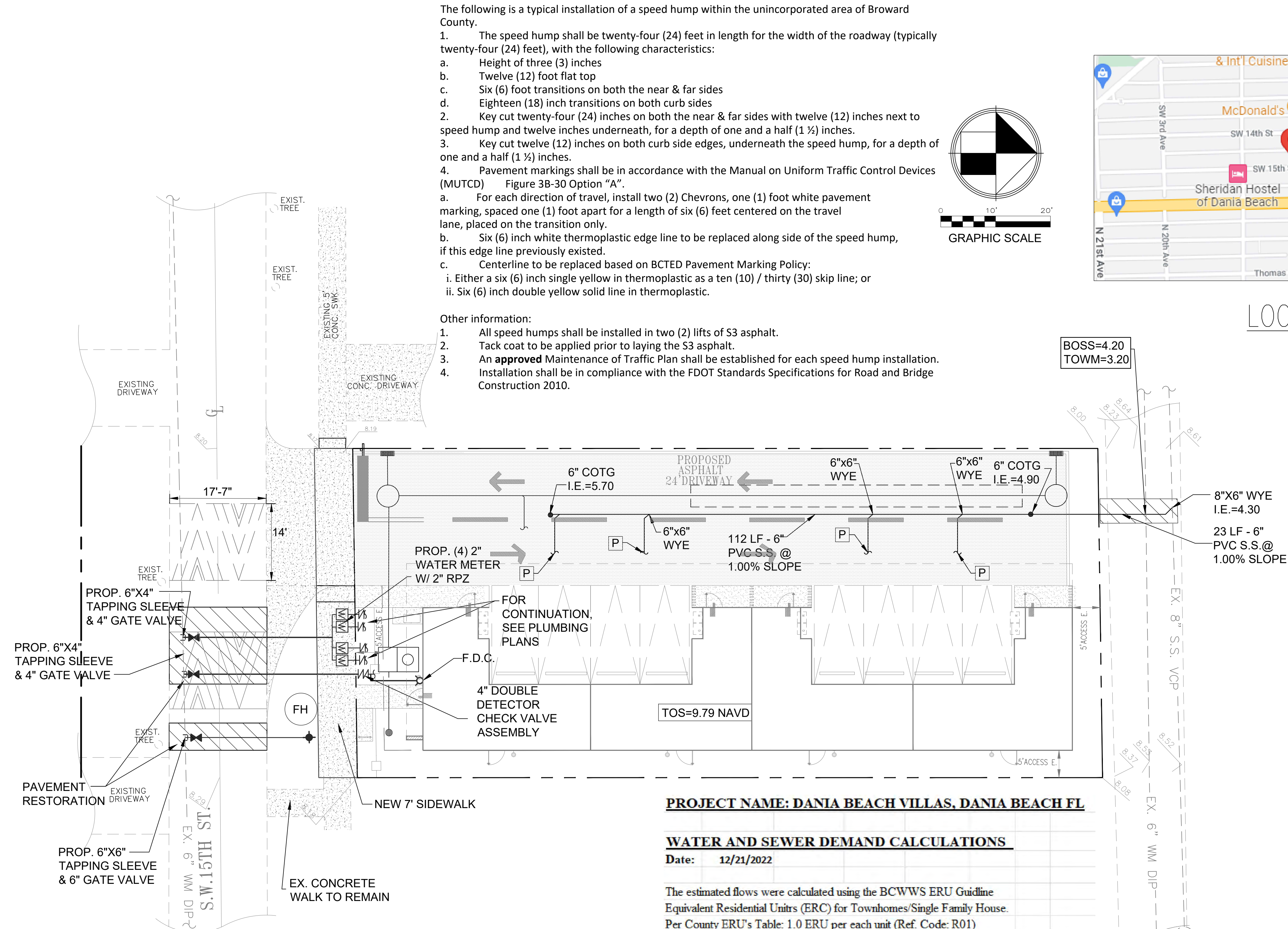
CIVIL AND FORENSIC ENGINEERS • LAND PLANNERS
• CONSTRUCTION MANAGERS
FLORIDA REGISTRATION No. 8118

2699 Stirling Road, Suite C-202 Fax: (954) 986-6655
Fort Lauderdale, Florida 33312 Phone: (954) 986-9899

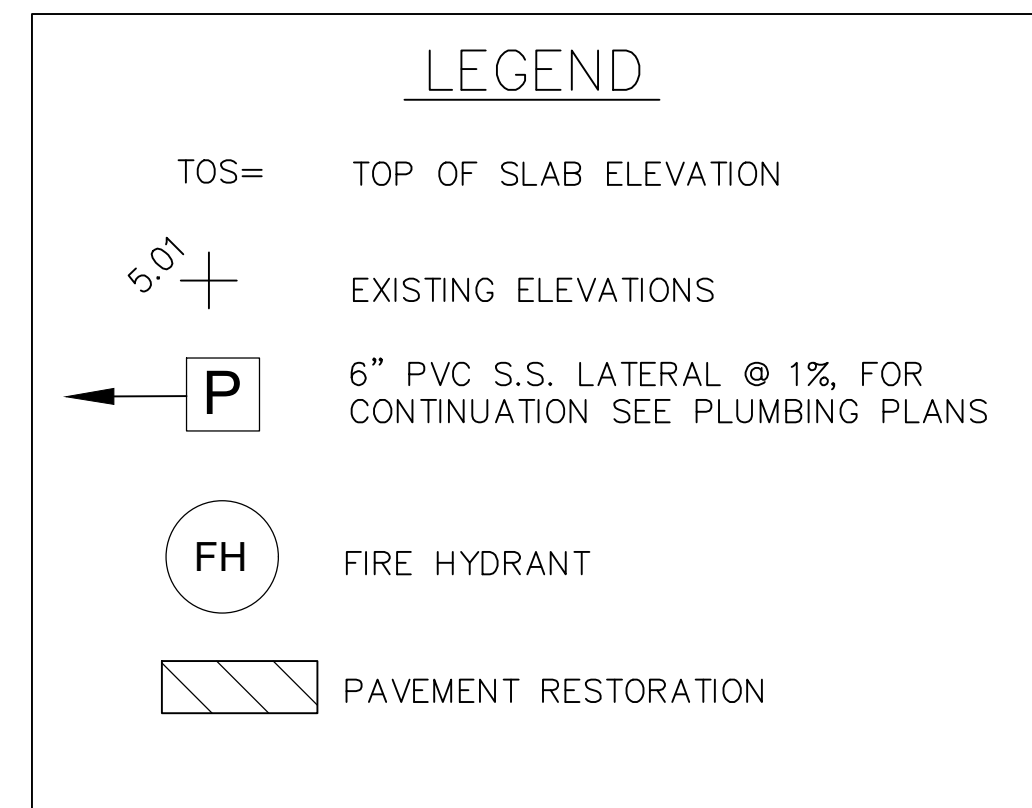
PROJECT No. 22-0715
DESIGN DATE: August 2022



This document has been digitally signed and sealed by Gary G. Bloom, P.E.
On the date adjacent to the seal. Printed copies of this document
are not considered signed and sealed and the signature
must be verified on any electronic copies.



LOCATION MAP
N.T.S.



PROJECT NAME: DANIA BEACH VILLAS, DANIA BEACH FL

SOLID WASTE DEMAND CALCULATIONS

Date: 12/21/2022

The estimated waste generated were calculated using 12 pounds of waste per day per unit.

DANIA BEACH VILLAS = 4 Units

Total waste generated = 4 X 12 = 48.0 pounds per day.

PROJECT NAME: DANIA BEACH VILLAS, DANIA BEACH FL

WATER AND SEWER DEMAND CALCULATIONS

Date: 12/21/2022

The estimated flows were calculated using the BCWWS ERU Guideline Equivalent Residential Units (ERU) for Townhomes/Single Family House. Per County ERU's Table: 1.0 ERU per each unit (Ref. Code: R01)

DANIA BEACH VILLAS = 4 UNITS

Total ERU = 4 X 1 = 4.0 ERUs

	Demand	Units	Total	
4	250	GPD	1000.0	
Total Average Daily Flow			1000.0	GPD

Total Average Flow Per Hour 1000.0 / 18 Hrs. = 55.6 GPH

Max. Flow Per Hour = 55.6 x 4.0 = 222.22 GPH

REVISIONS
1.
2.
3.
4.
5.
6.
7.
8.

CLIENT:
AD-ARCHITECTURE LLC

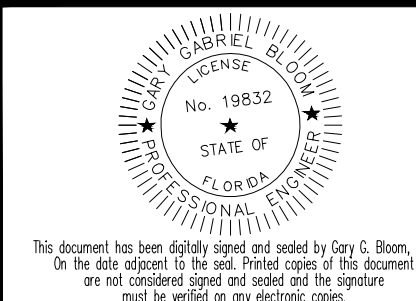
PROJECT:
**VILLAS AT DANIA BEACH
MULTIFAMILY DEVELOPMENT
20 SW 15th St, Dania Beach, FL 33004**

TASK:
WATER AND SEWER PLAN

GGB Engineering, Inc.
CIVIL AND FORENSIC ENGINEERS • LAND PLANNERS
CONSULTANTS • ARCHITECTS
FLORIDA REGISTRATION NO. 8118
2699 Stirling Road, Suite C-202 Fort Lauderdale, Florida 33312
Fax: (954) 986-6655
Phone: (954) 986-9899

DATE: 08/31/22
DESIGNED BY: G.G.B.
SCALE: 1"=10'
DRAWN BY: J.A.

PROJECT NO. 22-0715
SHEET C-1A



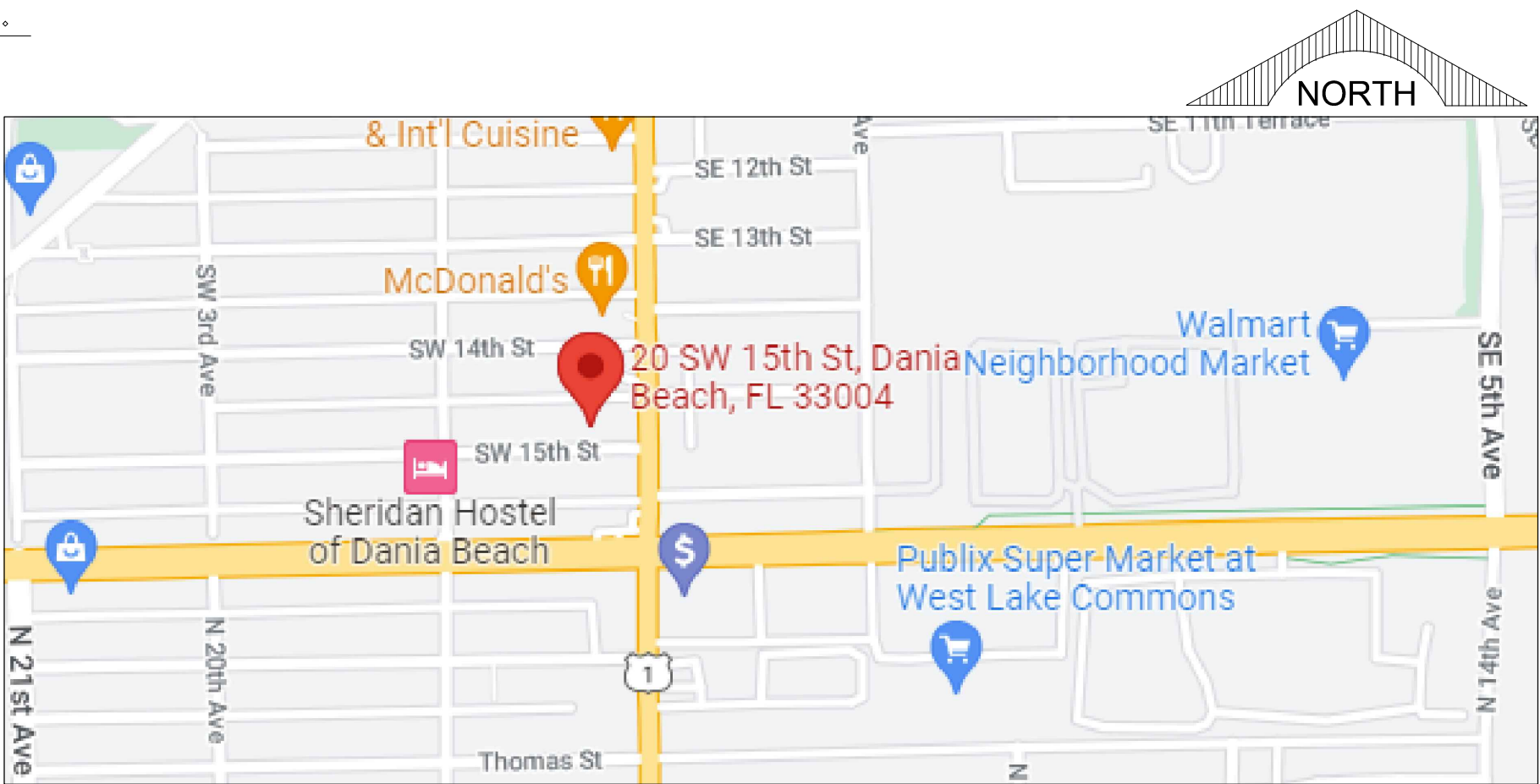
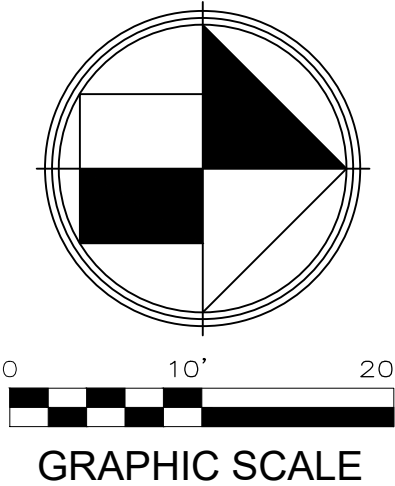
This document has been digitally signed and sealed by Gary G. Bourn, P.E.
On the date adjacent to the seal. Printed copies of this document
are not considered signed and sealed and the signature
must be written on any electronic copies.

The following items are not reviewed or accepted by Broward County:

1. Broward County Traffic Engineering Division's review does not include a review and acceptance of the project's design or operation. These items are to be reviewed and approved by the City Engineer.

2. Broward County Traffic Engineering Division does not review and approve, or inspect and accept the following items for maintenance: pavement markings on or adjacent to paver bricks, painted asphalt, stamped asphalt or pavement markings made of paver bricks, raised intersections and related markings and signing, un-warranted mid-block crosswalks and related markings and signing, un-warranted crosswalks and related markings and signing, painted/decorative crosswalks, raised crosswalks and related markings and signing, Advanced Warning pavement markings for Speed Tables, Blinker Signs, Rectangular Rapid Flasher Beacons and related markings and signing, on-street parking and related markings and signing, in-road lighting and related markings and signing, green bike lanes, flexible delineators, decorative signs and decorative sign posts, planters, on-site pavement markings and signing, off-site pavement markings and signing in right-of-way that is not dedicated for public use, sidewalk work or asphalt work.

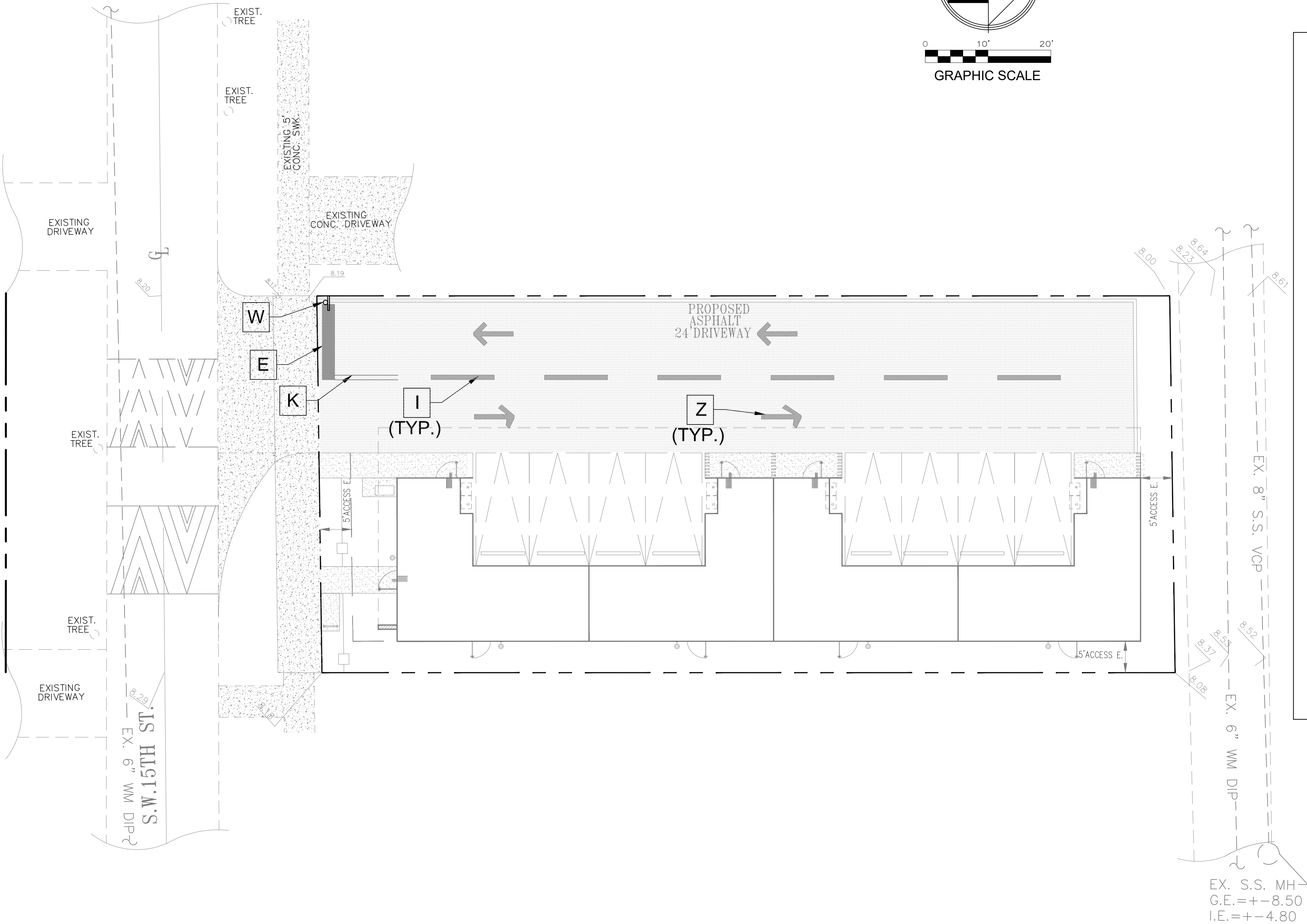
3. The City Engineer is responsible for the review and approval of the design and operation of the project, and for the inspection and acceptance of the following items that will be maintained by the City: pavement markings on or adjacent to paver bricks, painted asphalt, stamped asphalt or pavement markings made of paver bricks, pavement markings on or adjacent to painted asphalt, raised intersections and related markings and signing, un-warranted mid-block crosswalks and related markings and signing, un-warranted crosswalks and related markings and signing, painted/decorative crosswalks, raised crosswalks and related markings and signing, Advanced Warning pavement markings for Speed Tables, Blinker Signs, Rectangular Rapid Flasher Beacons and related markings and signing, on-street parking and related markings and signing, in-road lighting and related markings and signing, green bike lanes, flexible delineators, decorative signs and decorative sign posts, planters, on-site pavement markings and signing, off-site pavement markings and signing in right-of-way that is not dedicated for public use, sidewalk work and asphalt work.



LOCATION MAP
N.T.S.

LEGEND AND STRIPING KEY

- A = 6" SOLID WHITE
- B = 12" SOLID WHITE CROSSWALK
- C = 8" SOLID WHITE
- D = 18" SOLID WHITE
- E = 24" SOLID WHITE
- F = 6" SKIP WHITE TYP (10'- 30')
- G = 6" SKIP WHITE TYP (6'- 10')
- H = 6" SKIP WHITE TYP (2'- 4')
- I = 6" SOLID YELLOW
- J = 18" SOLID YELLOW
- K = 6" DOUBLE YELLOW
- L = AMBER/AMBER RPM's @ 1' C.C.
- M = 6" SKIP YELLOW TYP (6'- 10')
- N = 6" SKIP YELLOW TYP (2'- 4')
- P = R3-5R RIGHT TURN ONLY SIGN
- Q = R3-1 NO RIGHT TURN SYMBOL
- R = TYPE 'D' CURB
- S = TYPE 'F' CURB AND GUTTER
- T = TYPE 'D' MOUNTABLE CURB
- U = WHITE PAINTED HC SYMBOL
- V = HANDICAP W/ VAN ACCESSIBLE (R7-8P)
- W = R1-1 STOP SIGN
- X = W14-1 DEAD END SIGN
- Y = R5-1 DO NOT ENTER SIGN
- Z = WHITE DIRECTIONAL ARROWS



REVISIONS							
1.	2.	3.	4.	5.	6.	7.	8.

CLIENT:
AD-ARCHITECTURE LLC

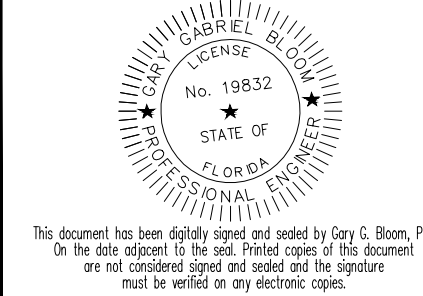
PROJECT:
**VILLAS AT DANIA BEACH
MULTI-FAMILY DEVELOPMENT
20 SW 15th St, Dania Beach, FL 33004**

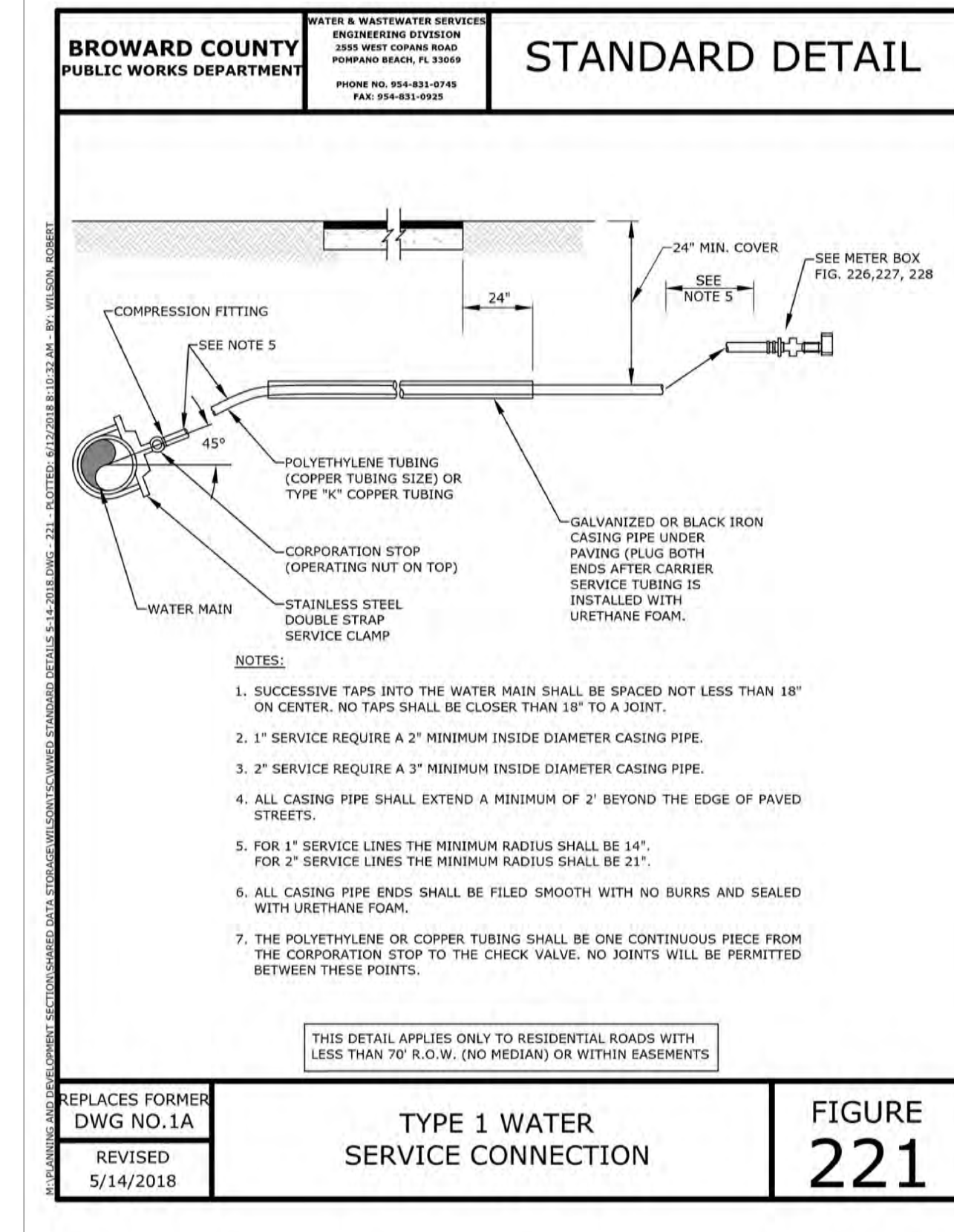
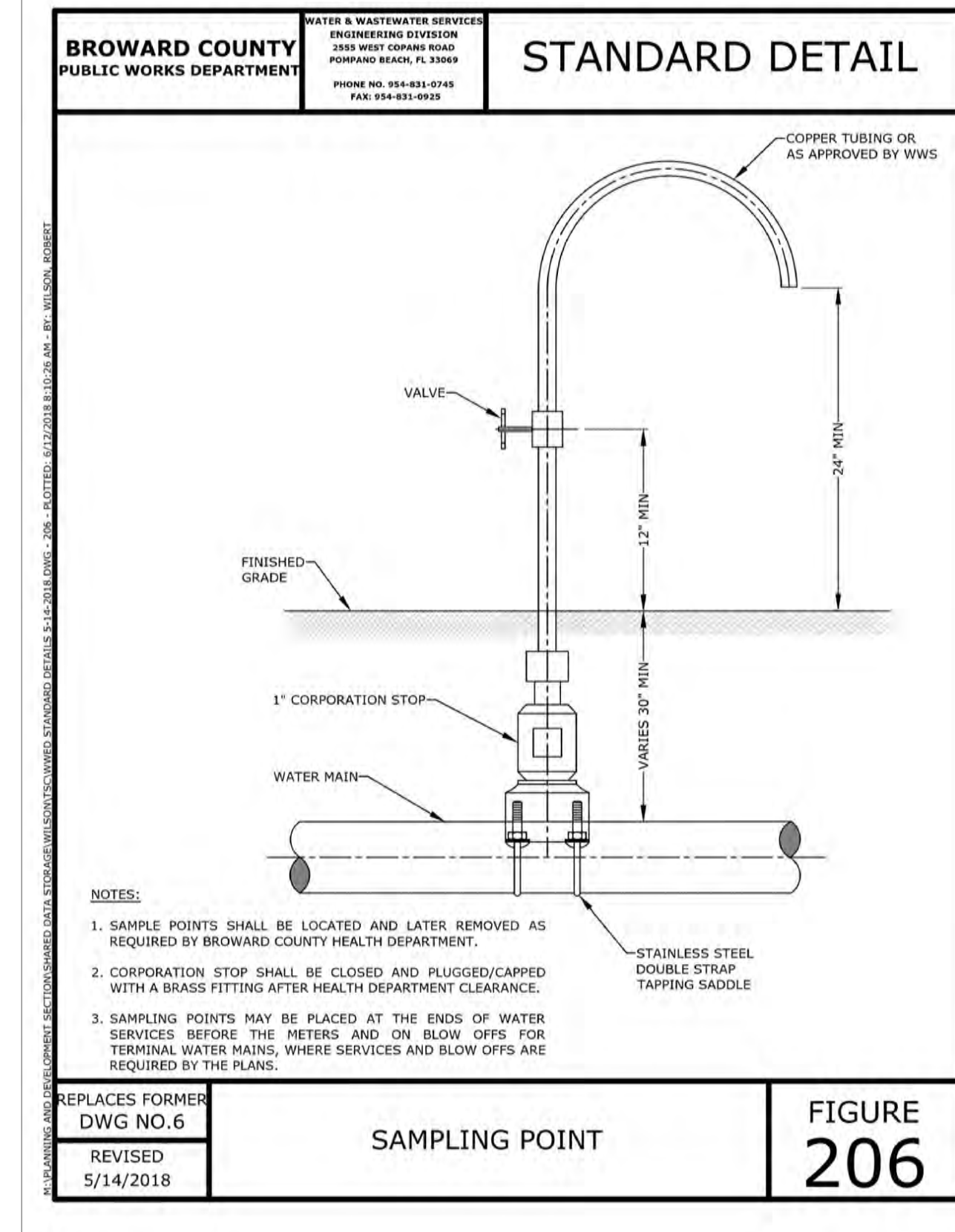
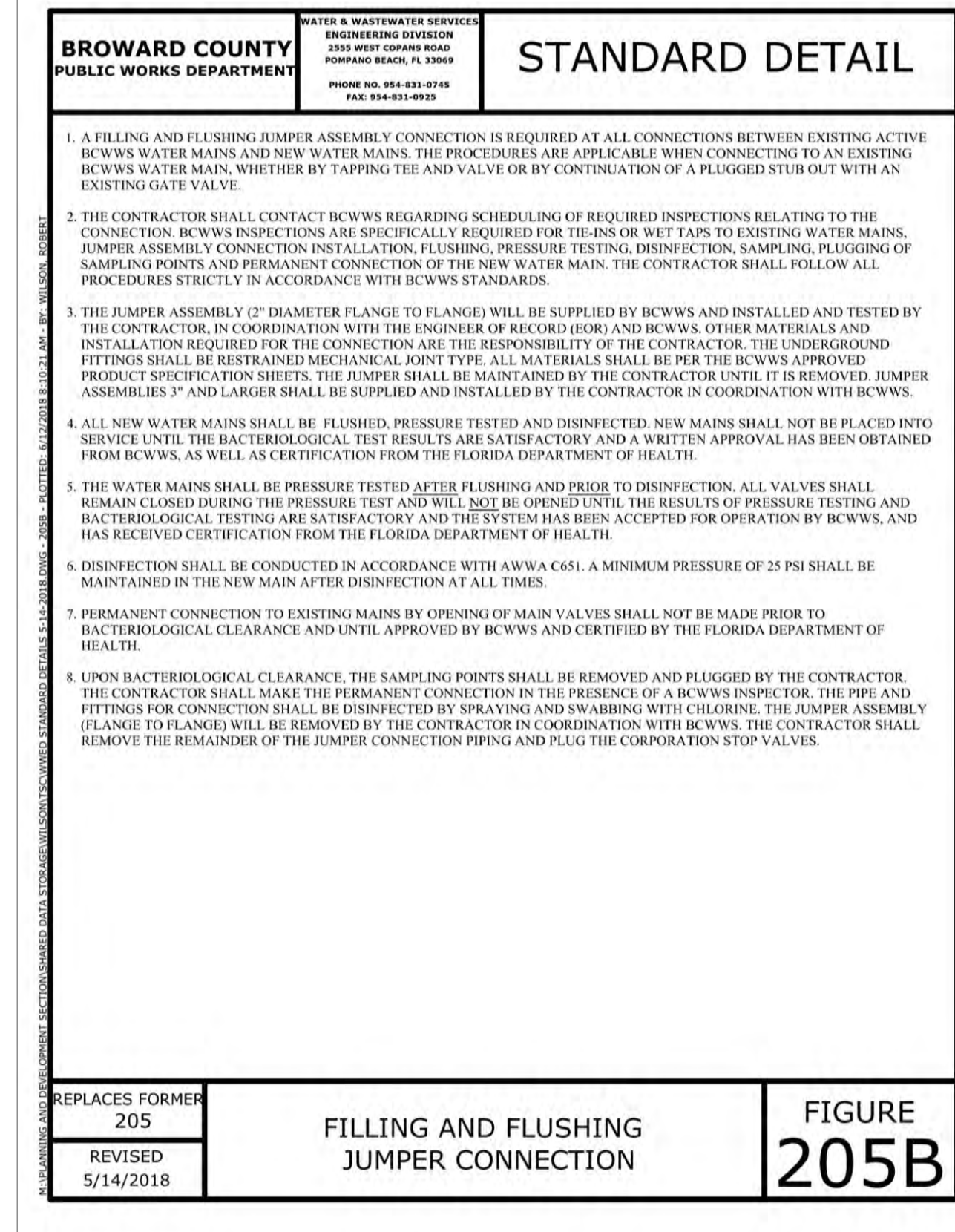
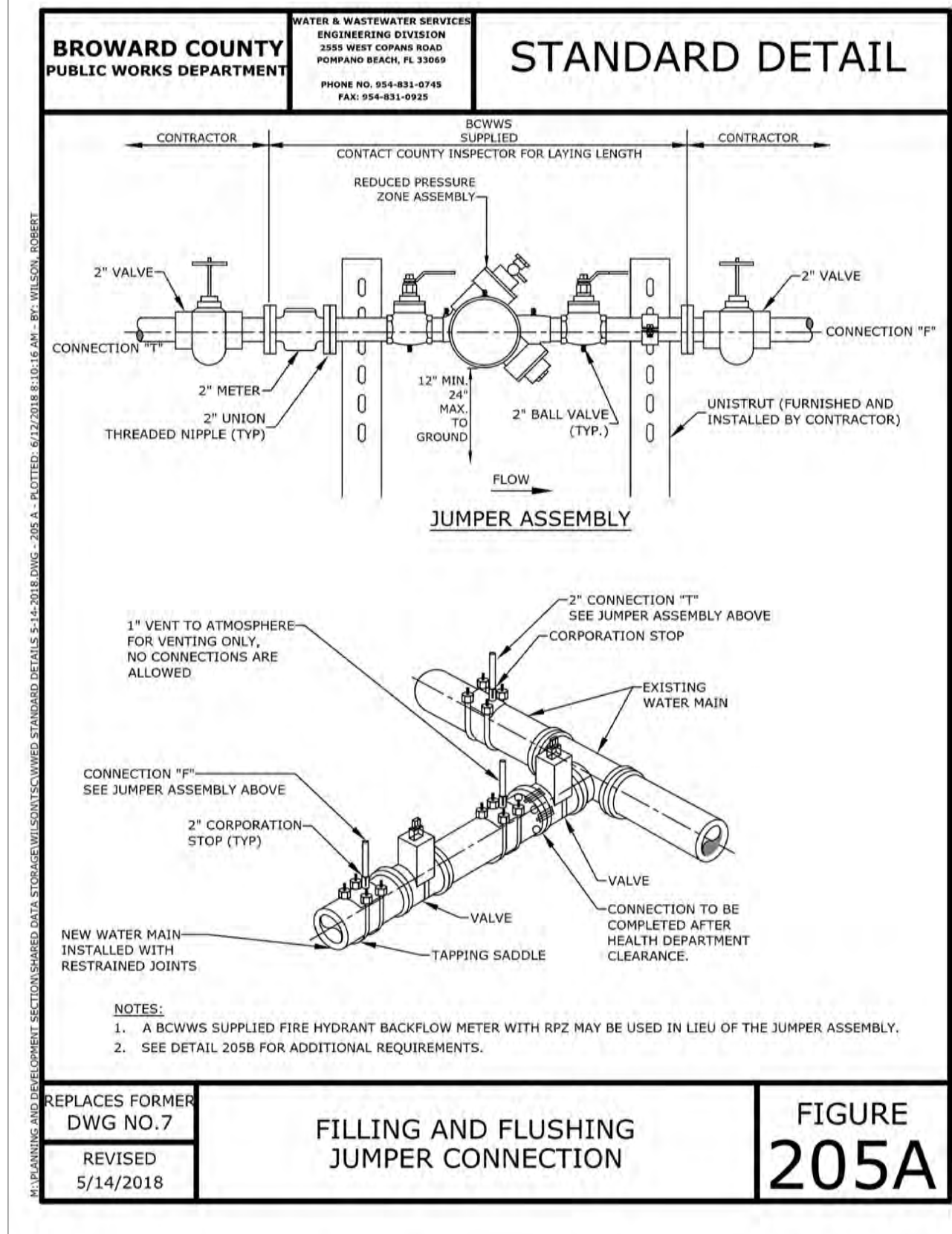
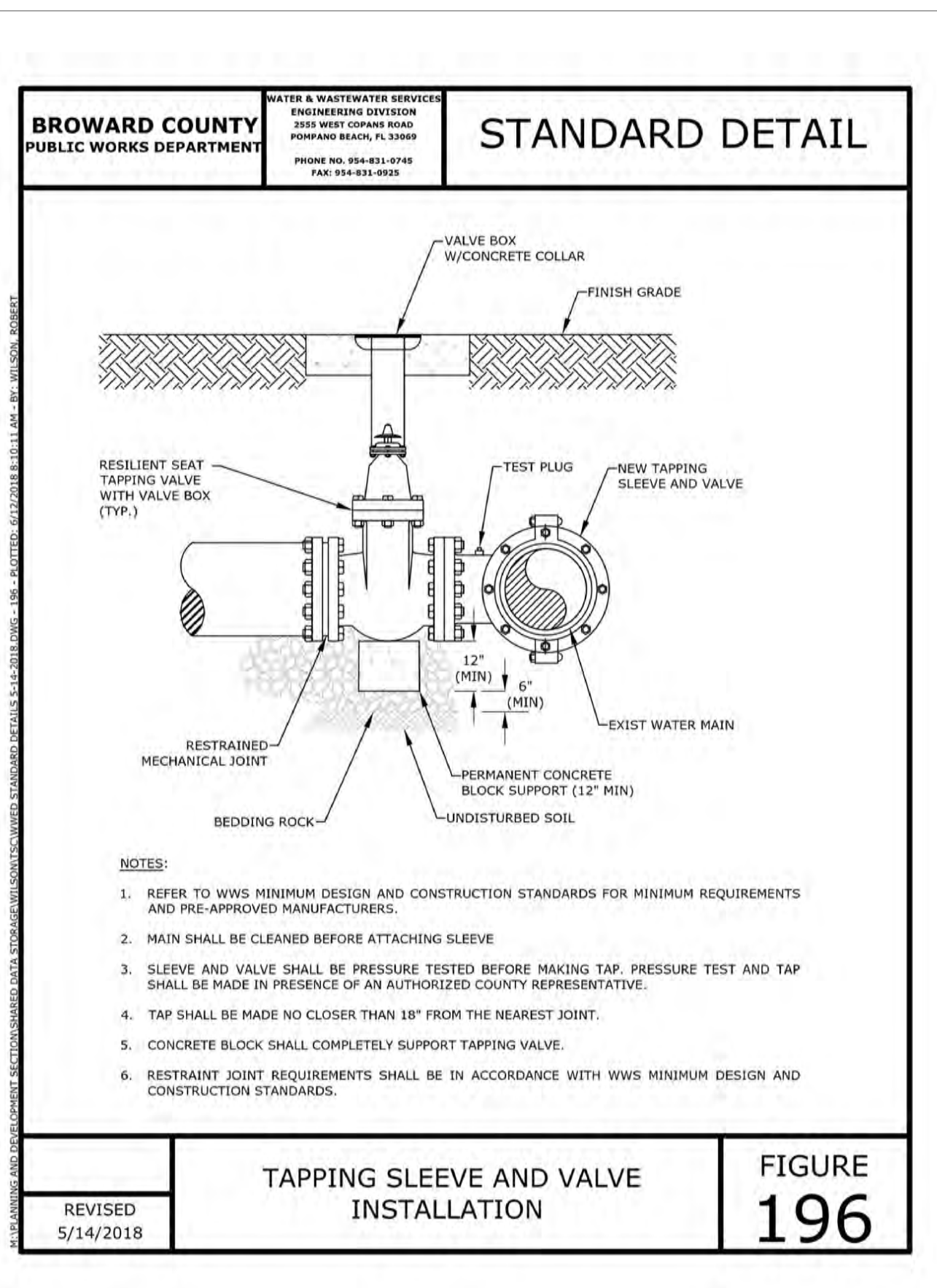
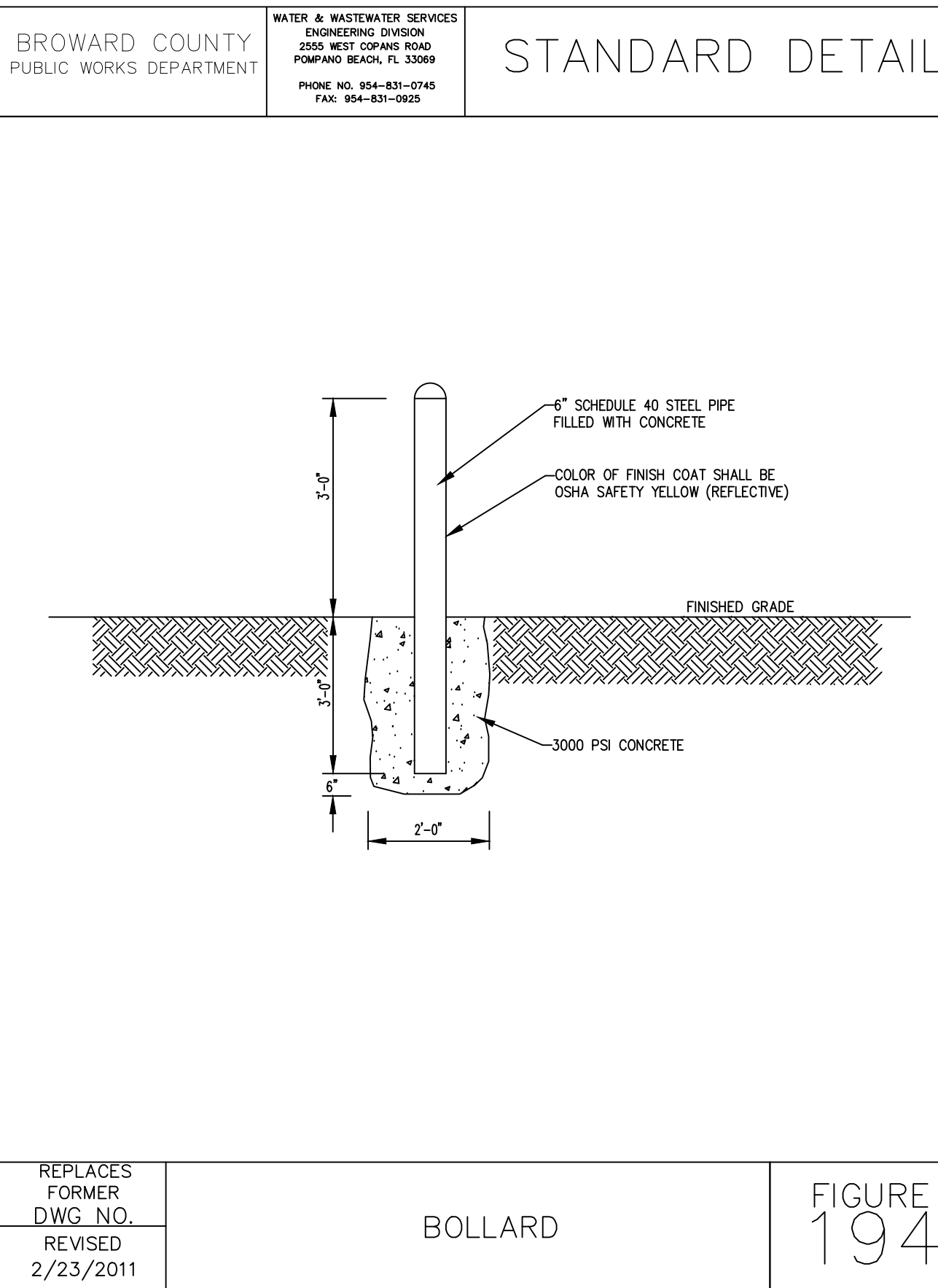
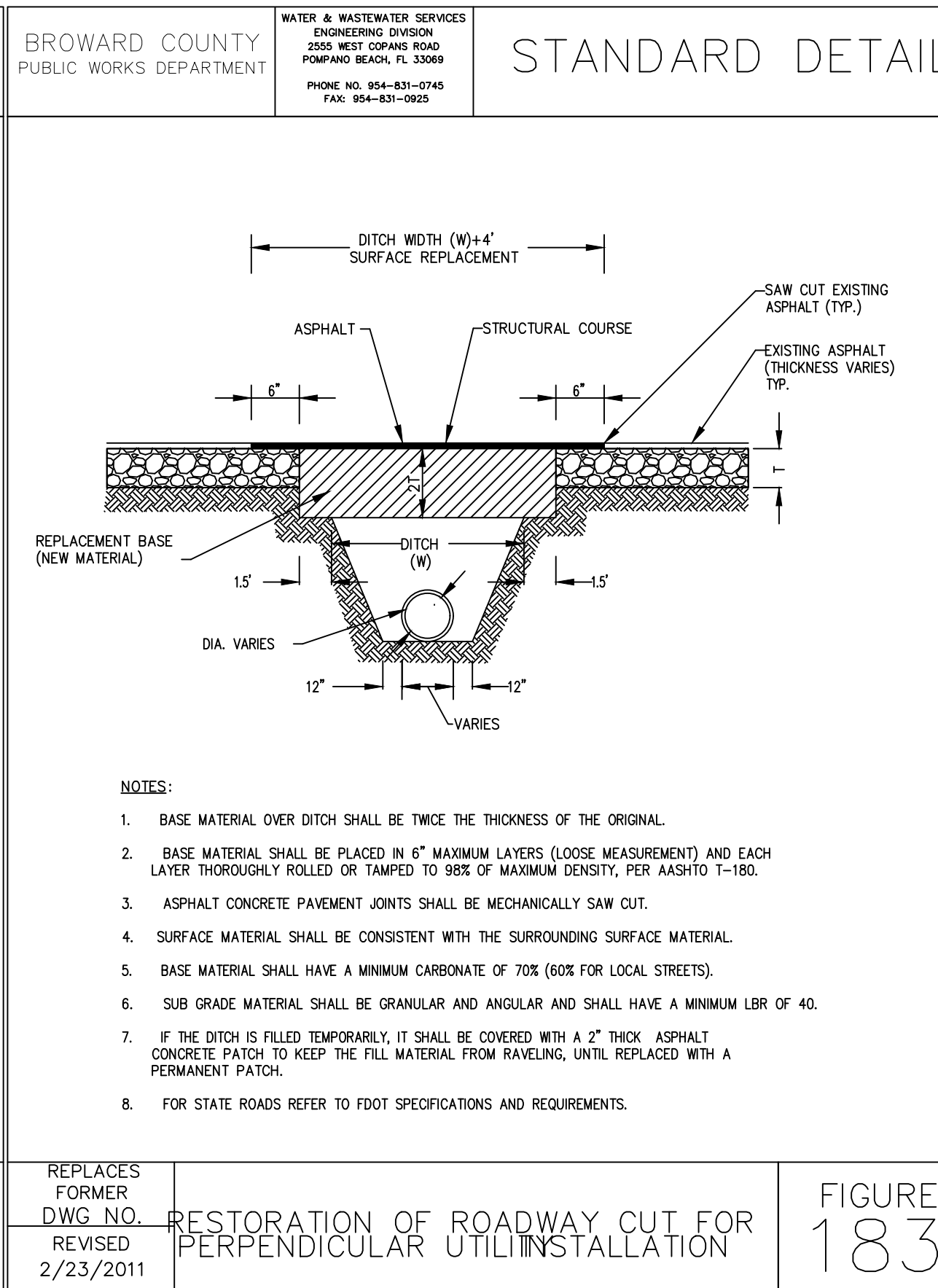
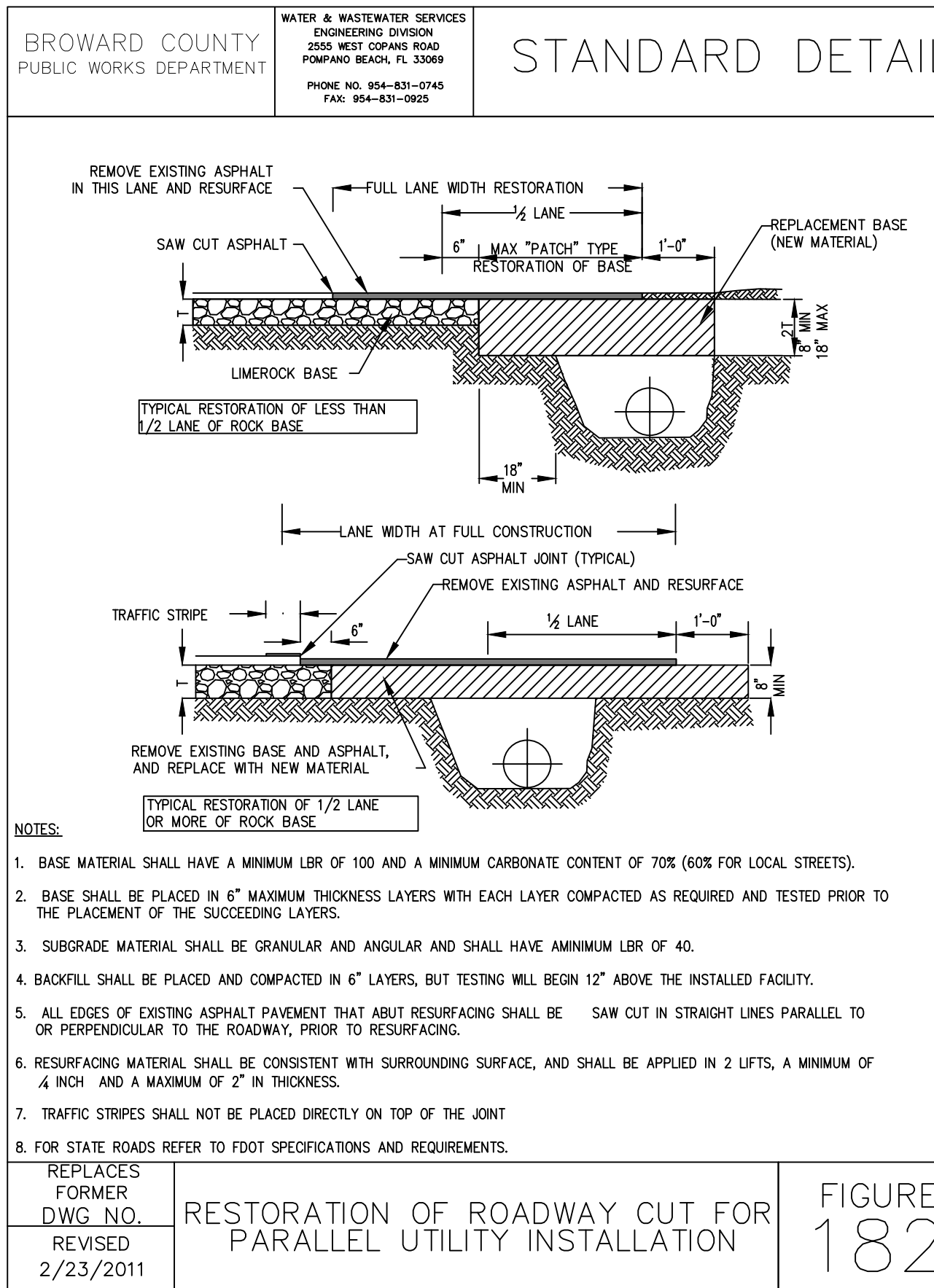
TASK:
**PAVING MARKINGS AND
SIGNAGE PLAN**

GGB Engineering, Inc.
CIVIL AND FORENSIC ENGINEERS • LAND PLANNERS
FLORIDA REGISTRATION NO. 8118
2699 Stirling Road, Suite C-202 Fort Lauderdale, Florida 33312
Phone: (954) 986-9899

DATE: 08/31/22	SCALE: 1"=10'
DESIGNED BY: G.G.B.	DRAWN BY: J.A.

PROJECT NO. 22-0715
SHEET C-1B





REVISIONS

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CLIENT:

PROJECT: VILLAS AT DANIA BEACH
MULTIFAMILY DEVELOPMENT
20 SW 15th ST
FL 33004

TASK:

AD-ARCHITECTURE LLC

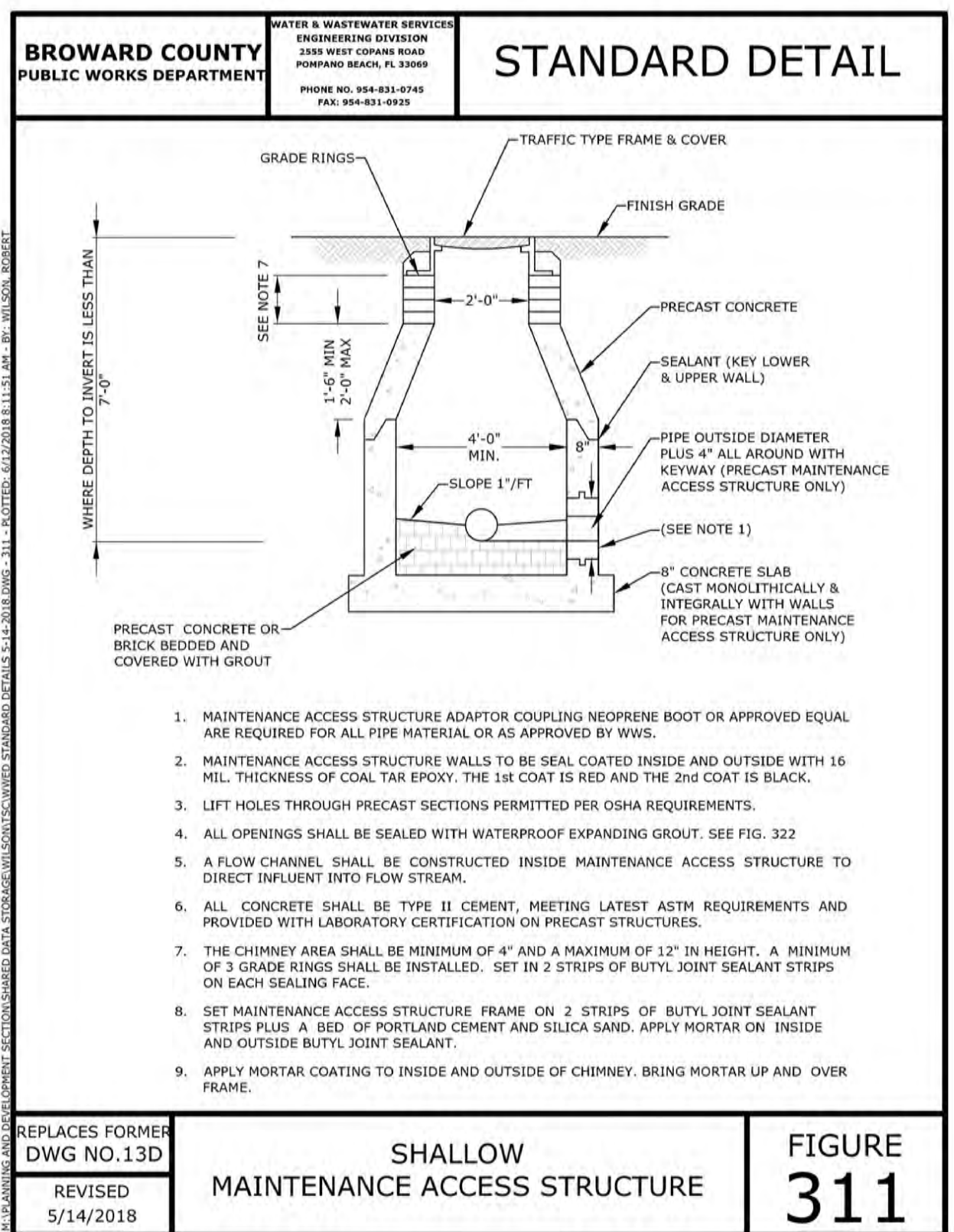
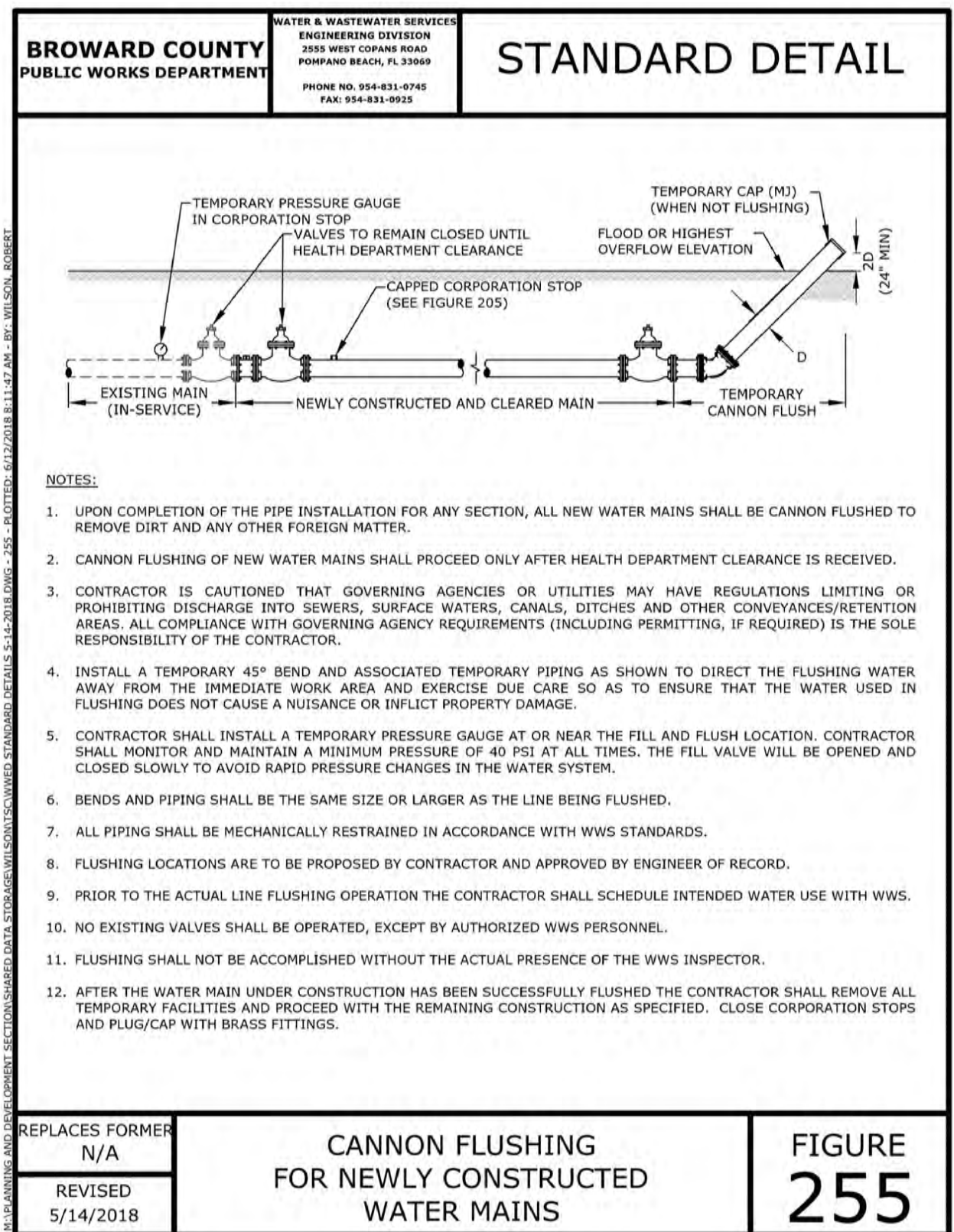
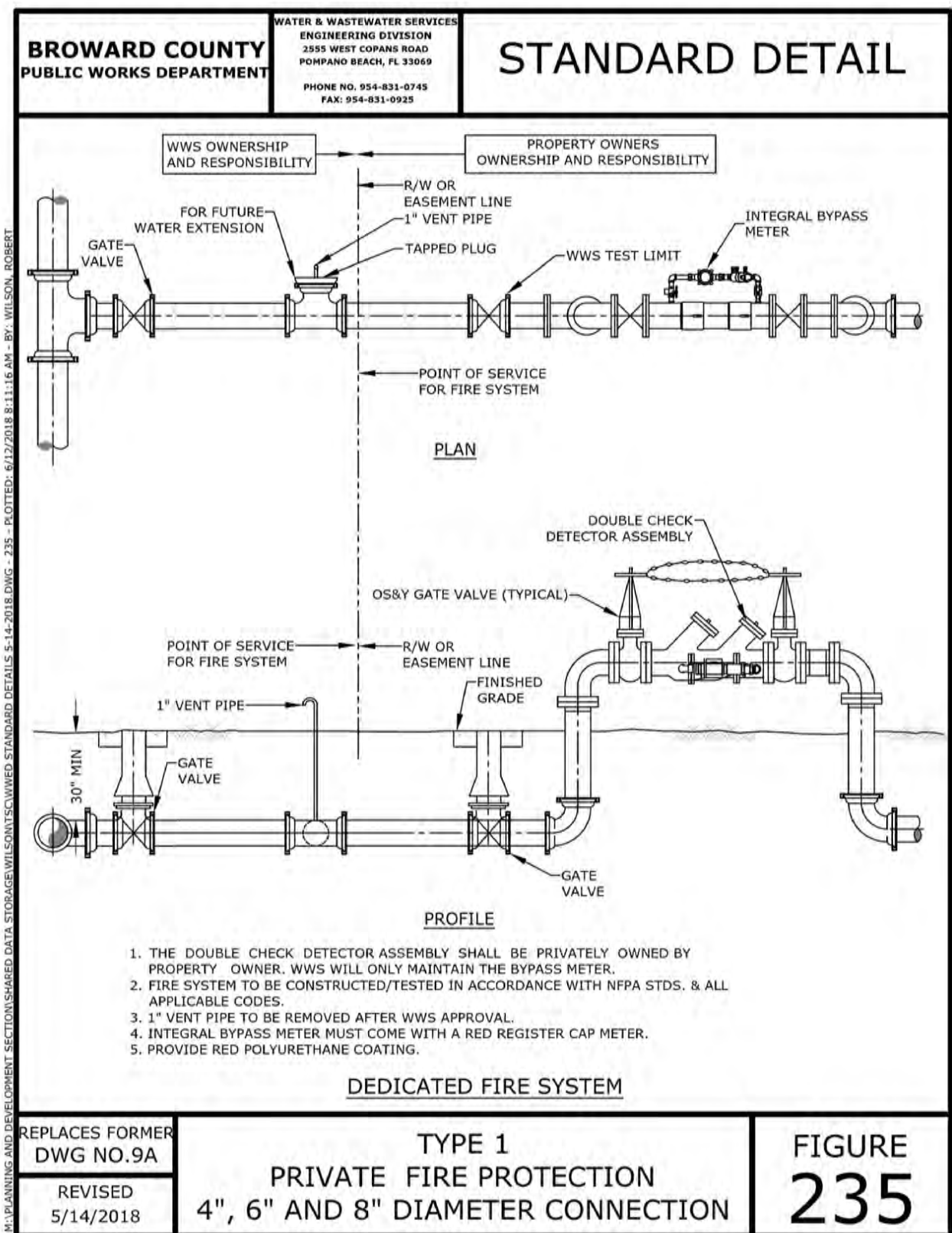
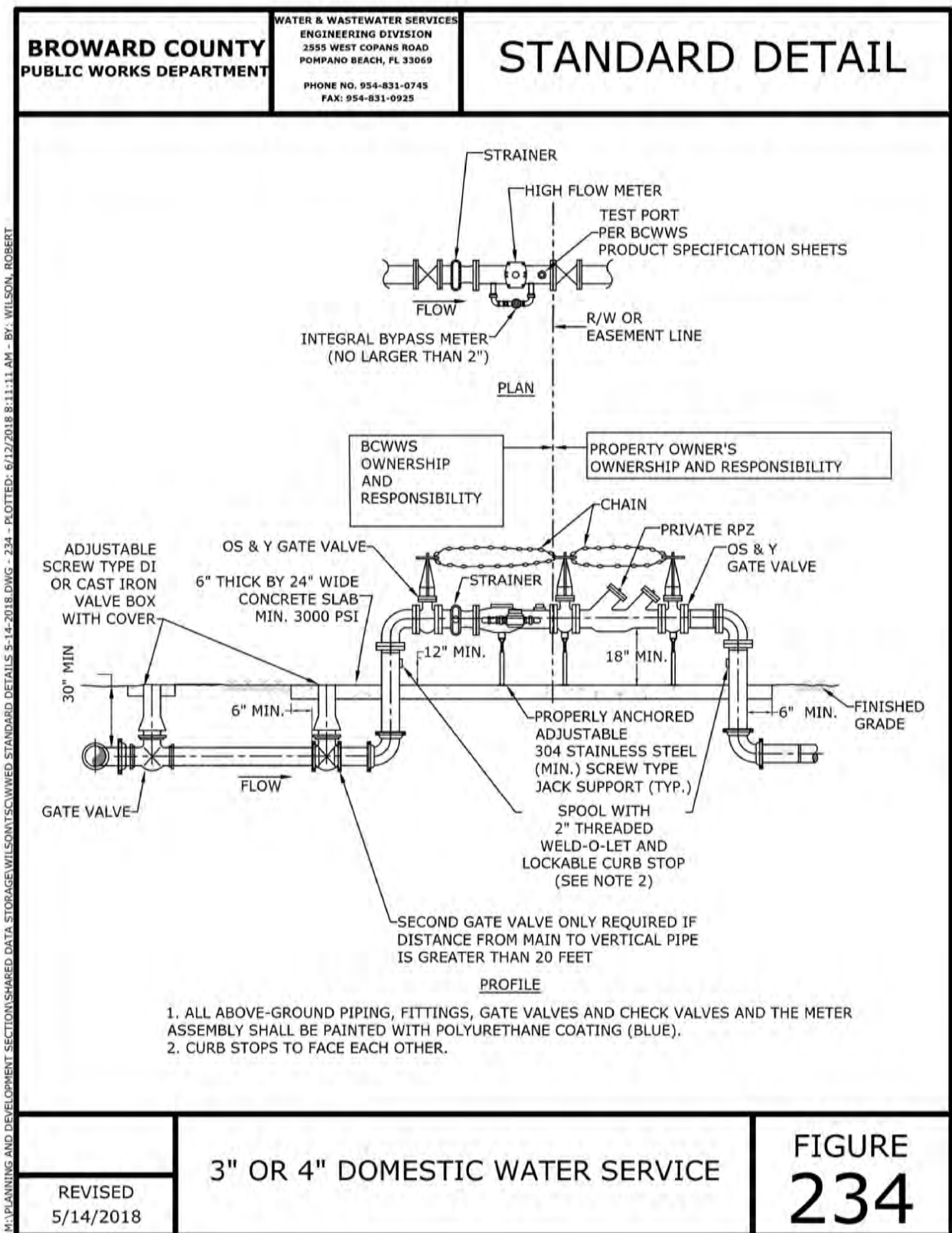
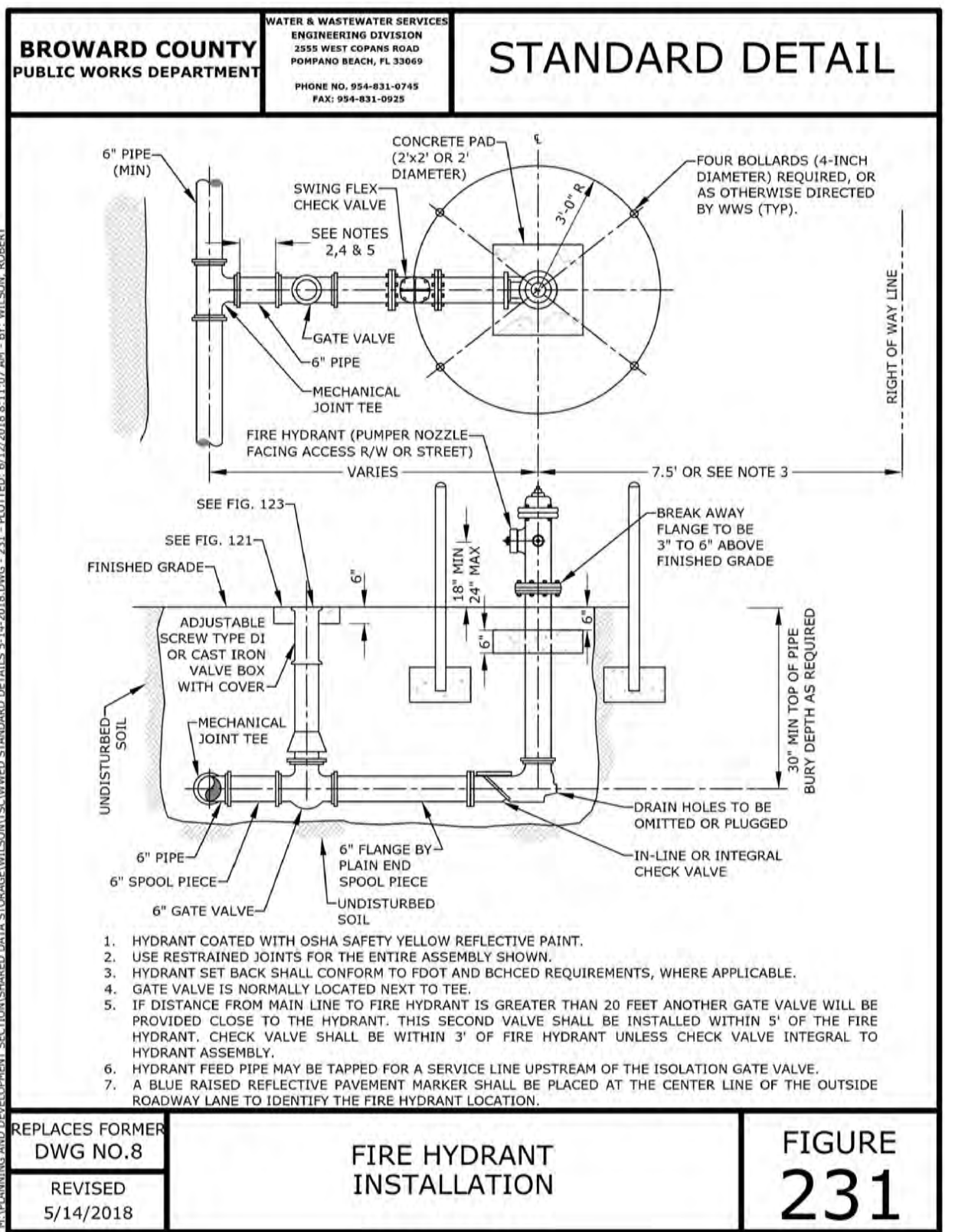
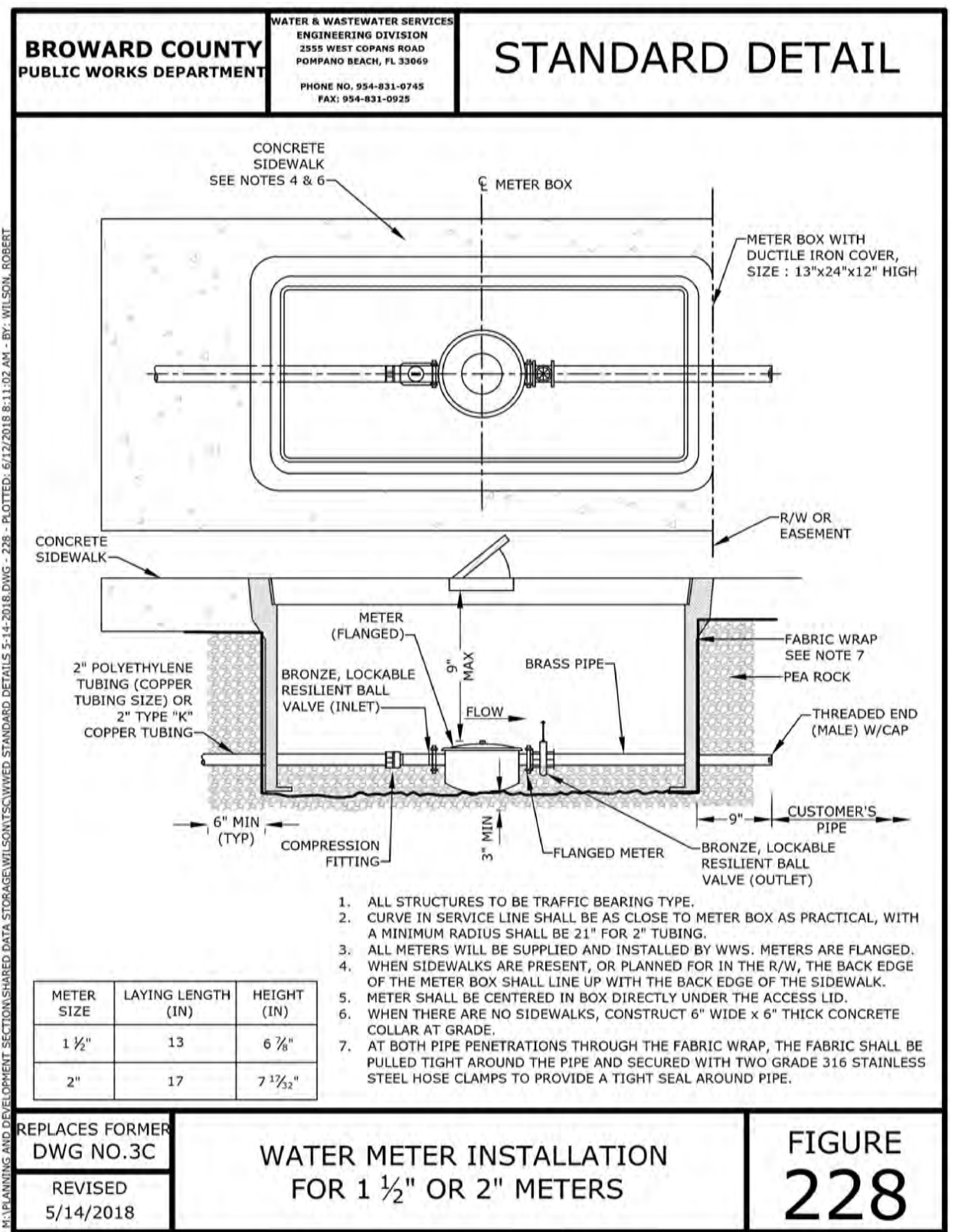
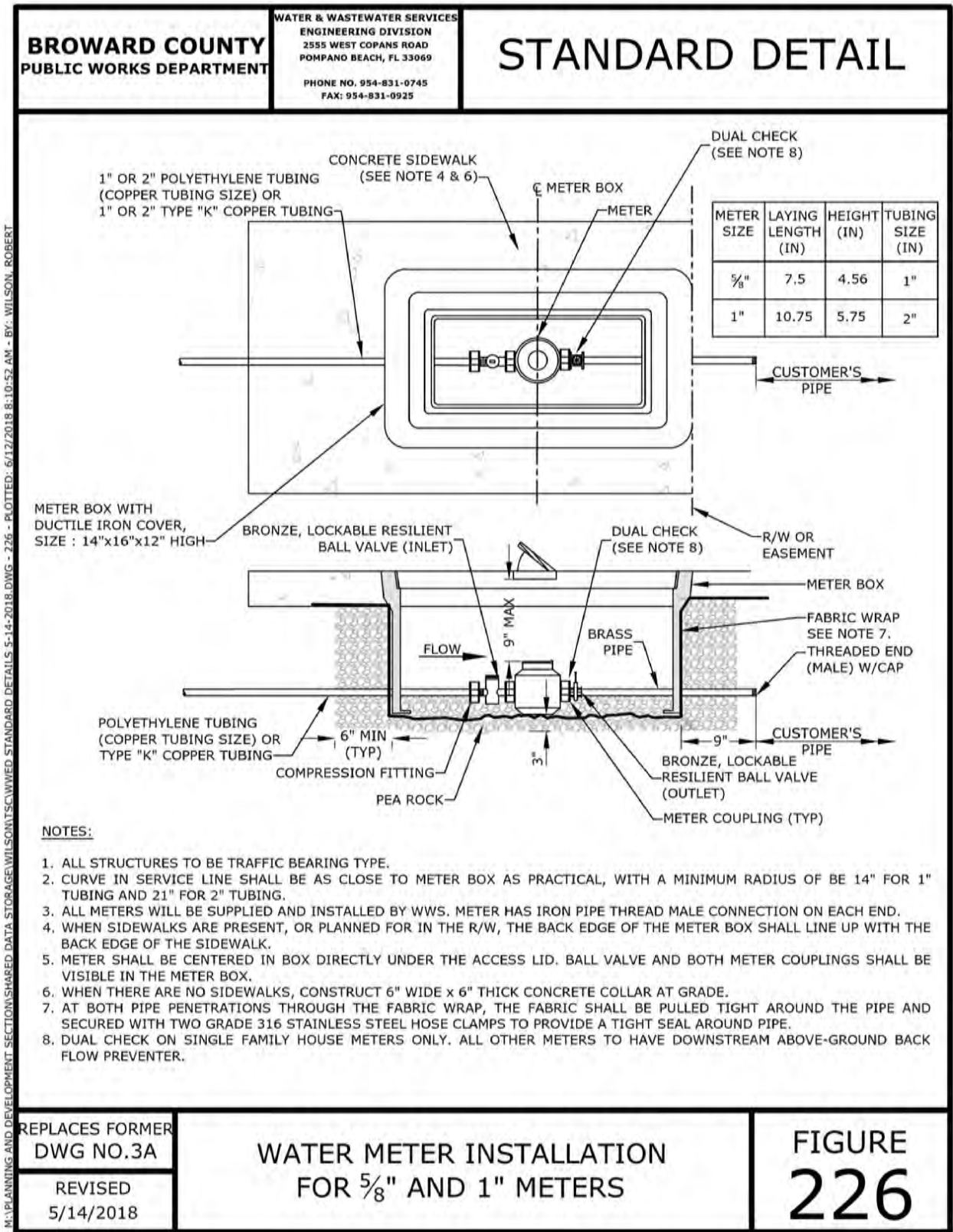
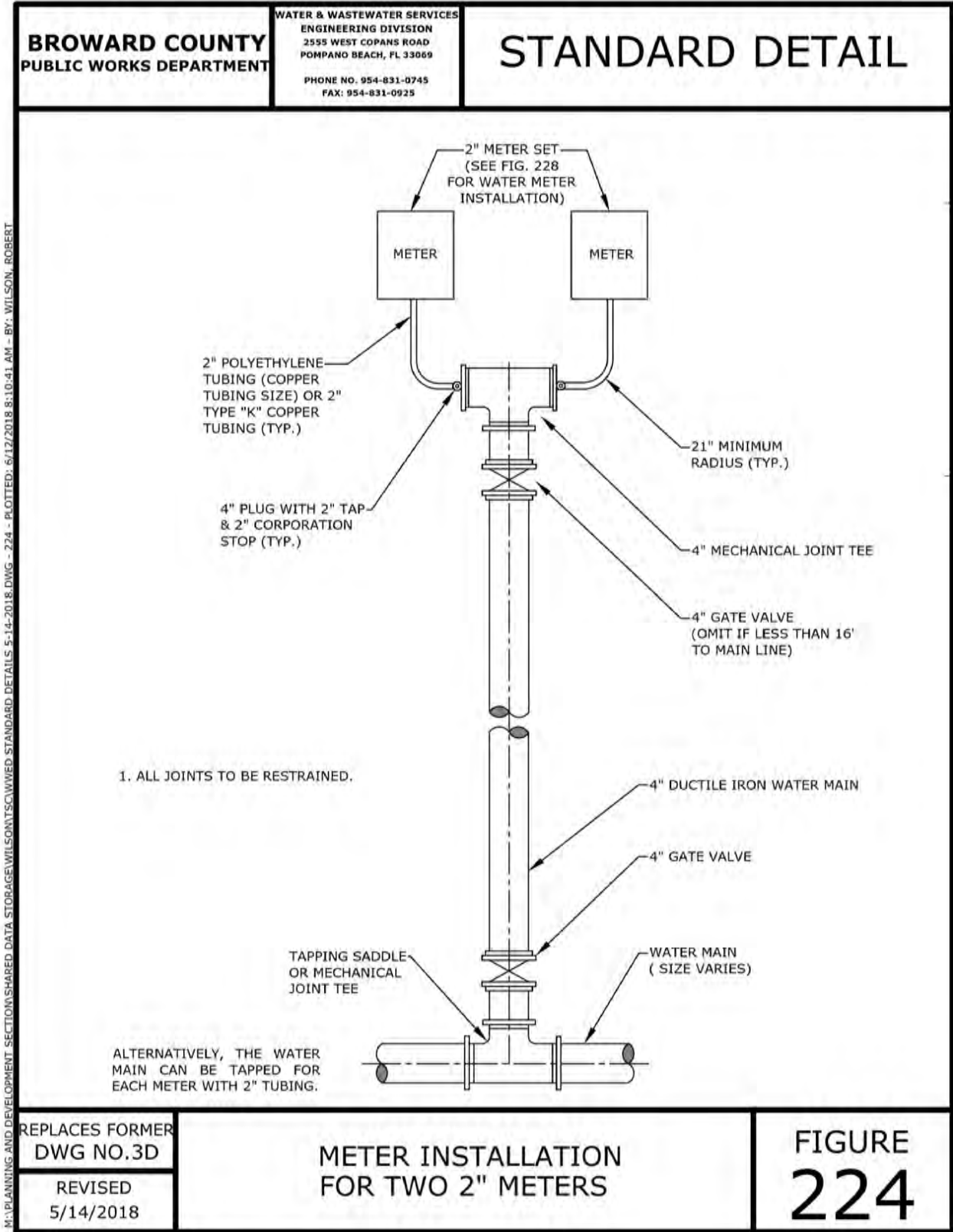
CONSTRUCTION DETAILS

GGB Engineering, Inc.
CIVIL AND FORENSIC ENGINEERS • LAND PLANNERS
CONSULTANTS • ARCHITECTS
FLORIDA REGISTRATION NO. 8118
2699 Shirling Road, Suite C-202
Fort Lauderdale, Florida 33312
Phone: (954) 986-9899
Fax: (954) 986-6655

DATE: 08/31/22
SCALE: N.T.S.
DESIGNED BY: G.G.B.
DRAWN BY: J.A.

PROJECT NO. 22-0715
SHEET C-4

Professional Engineer Seal
No. 19832
State of FL
Professional Engineer
G. G. B. Engineering, Inc.
This document has been digitally signed and sealed by Gary G. Bourn, P.E.
On the date adjacent to the seal. Printed copies of this document
are not considered signed and sealed until the signature
must be written on any electronic copies.



REVISIONS

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CLIENT:

PROJECT:
VILLAS AT DANIA BEACH
MULTI-FAMILY DEVELOPMENT
20 SW 15th ST
FL 33004

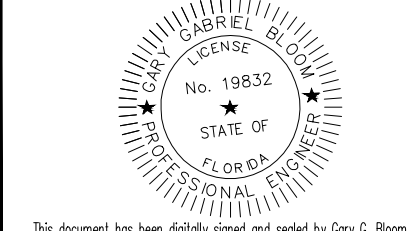
TASK:

AD-ARCHITECTURE LLC

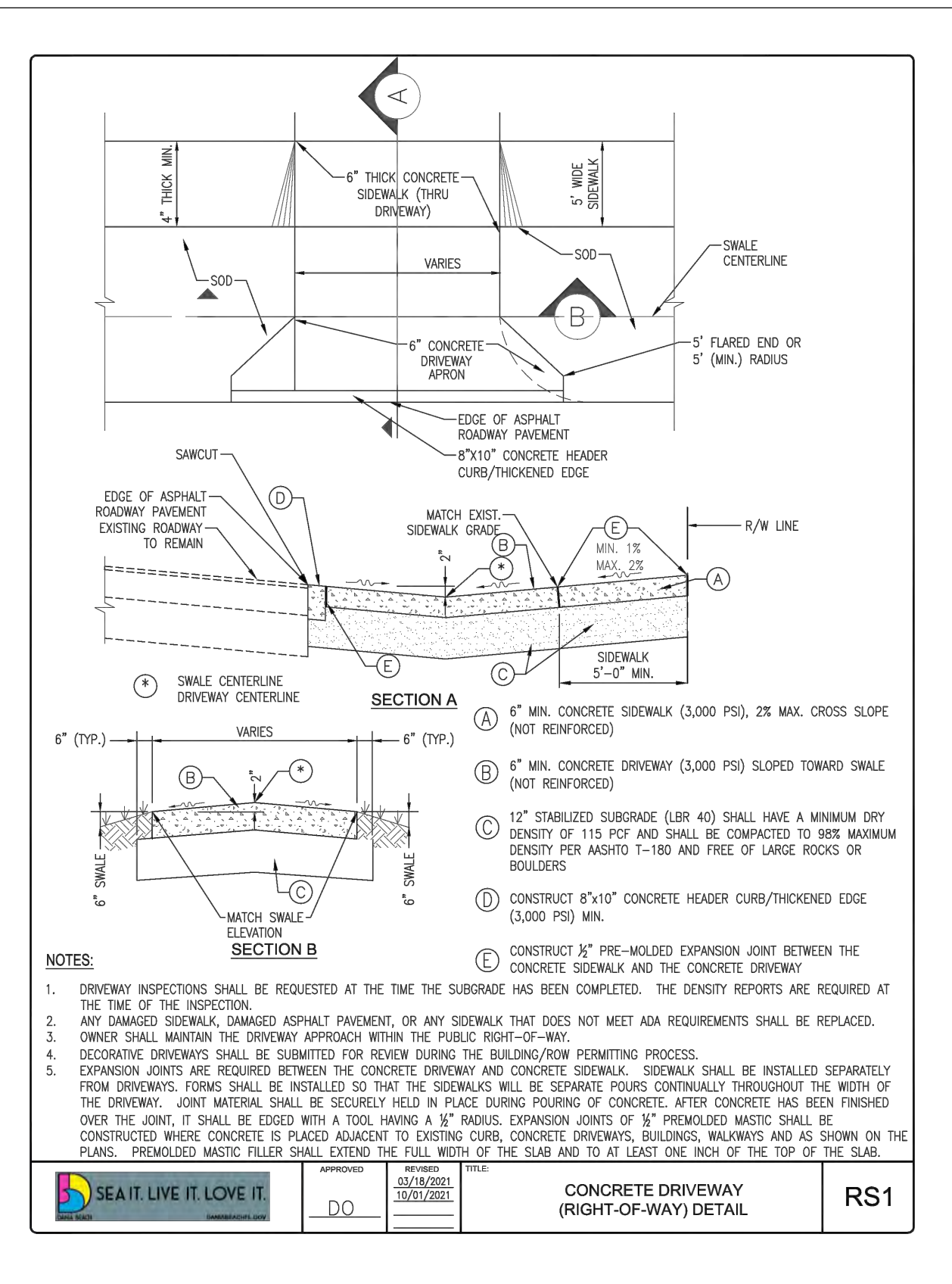
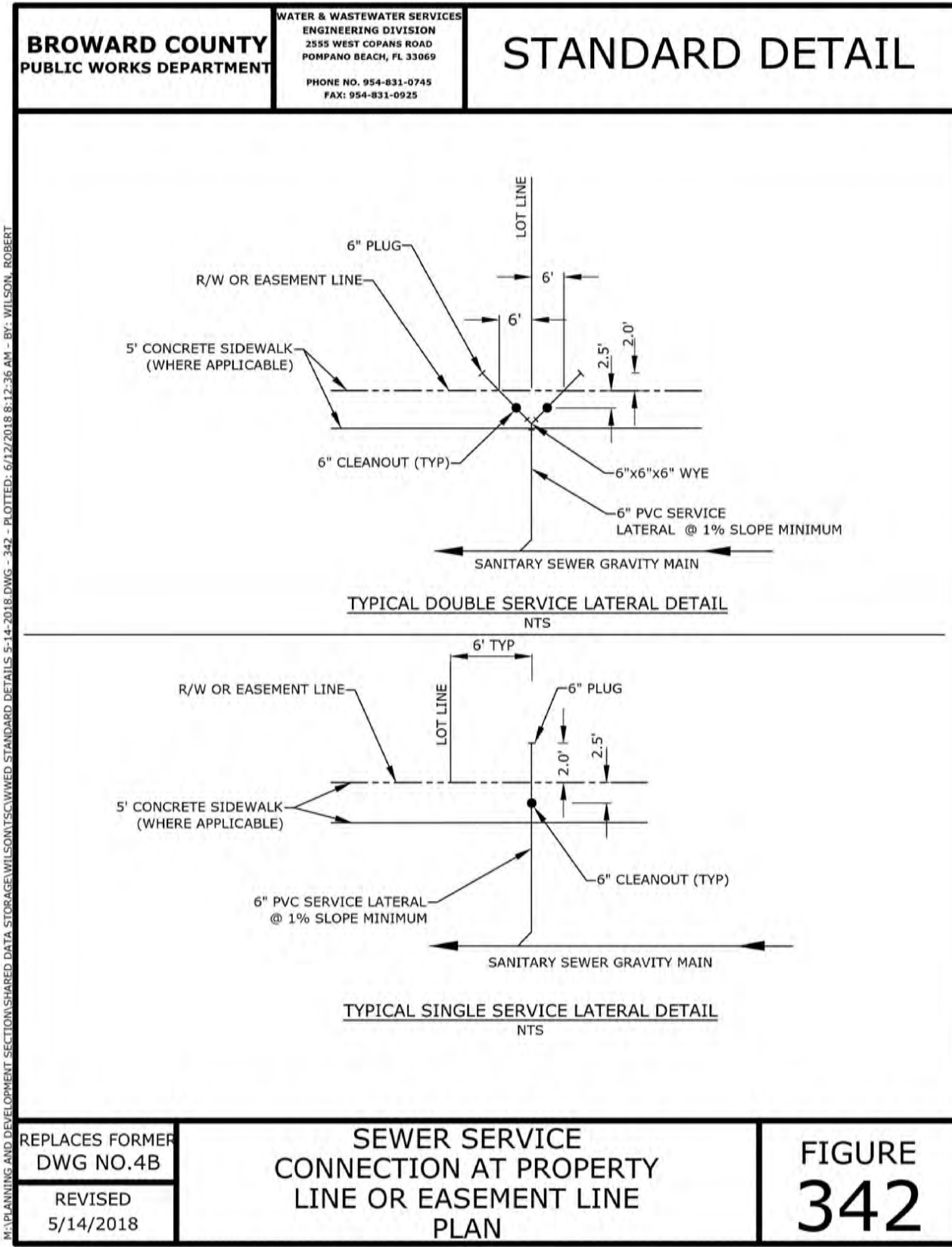
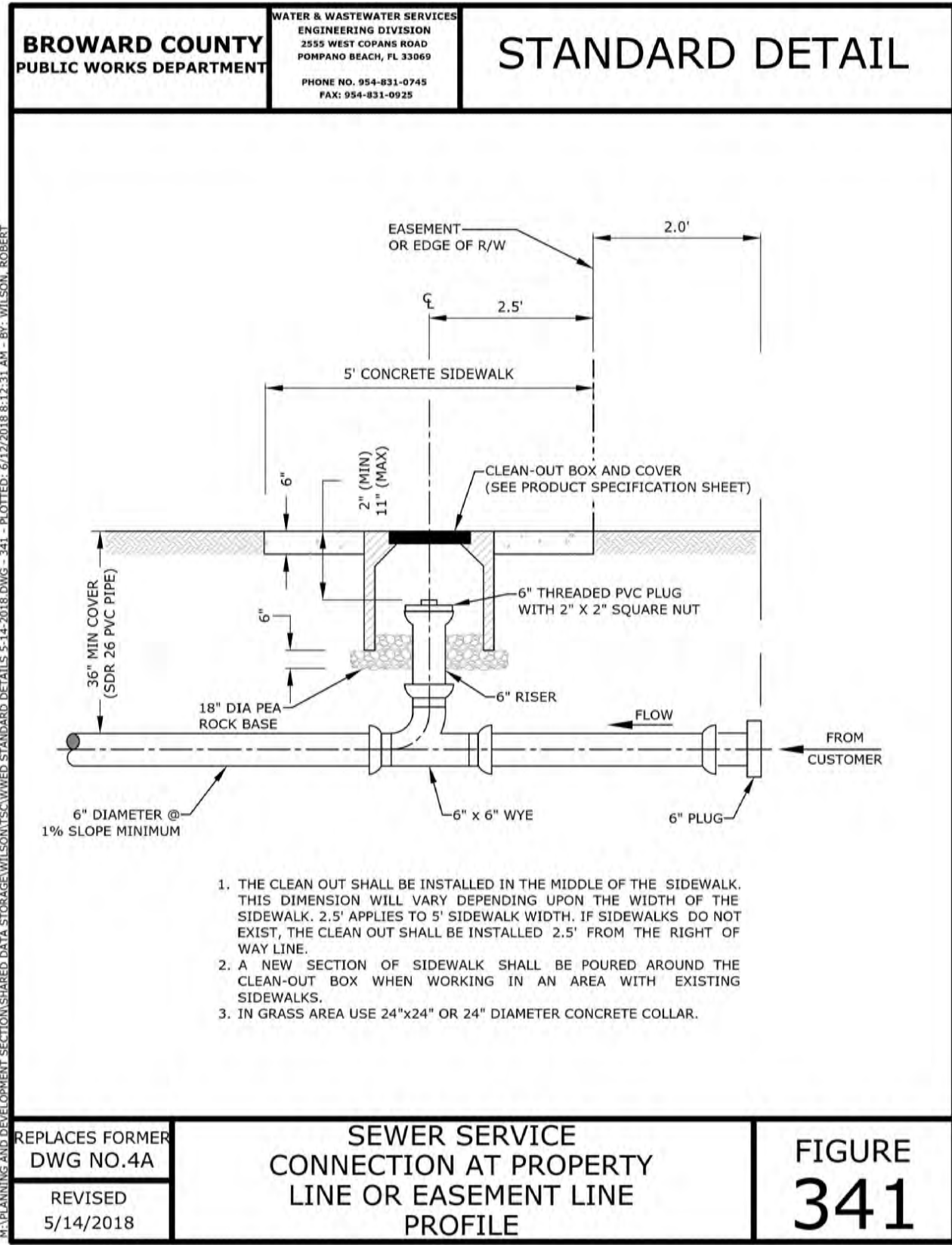
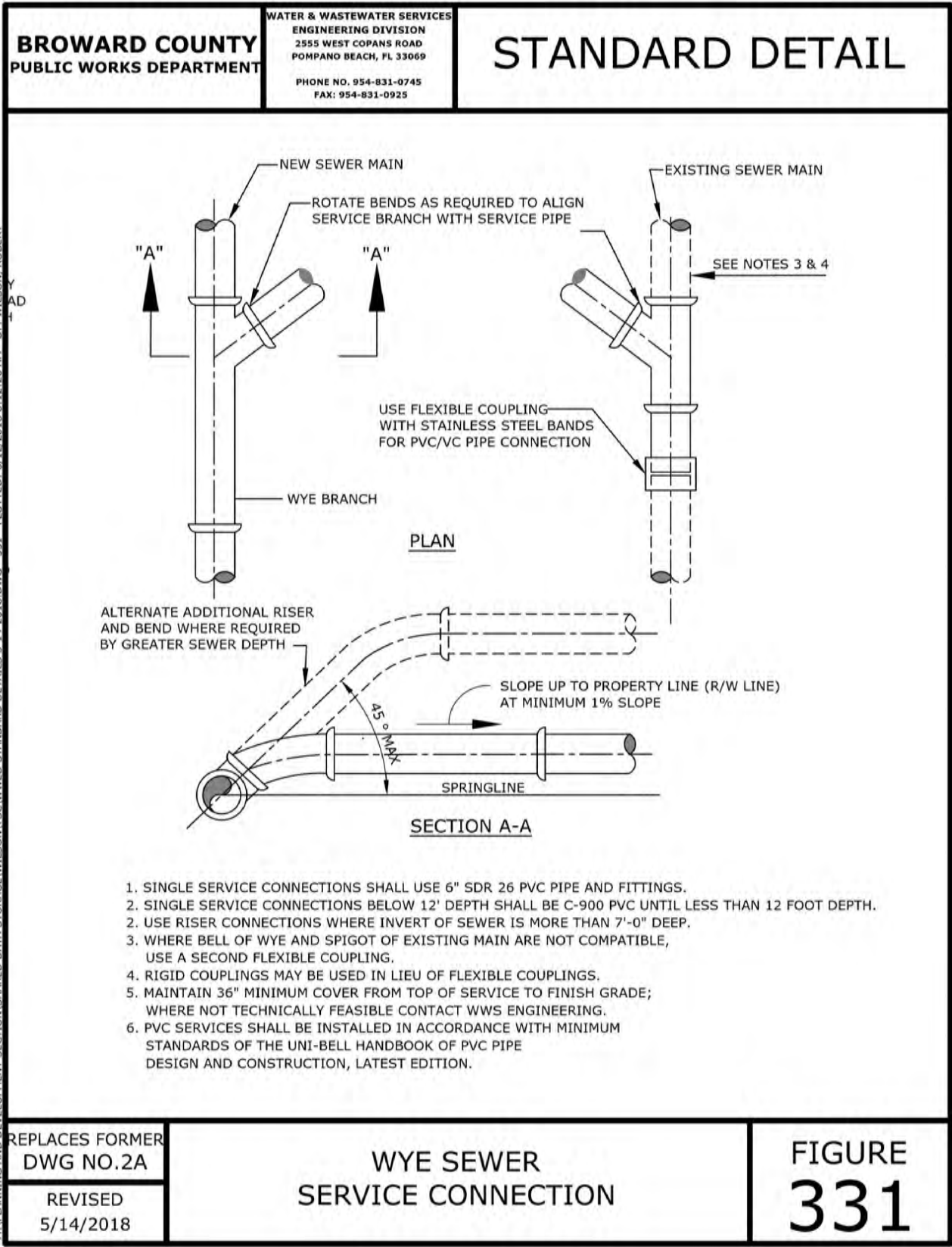
CONSTRUCTION DETAILS

GGB Engineering, Inc.
CIVIL AND FORENSIC ENGINEERS • LAND PLANNERS
10000 W. BOCA RATON BLVD., SUITE 118
FORT LAUDERDALE, FL 33309
Phone: (954) 986-9899
Fax: (954) 986-6655
2699 Shirling Road, Suite C-202
Fort Lauderdale, Florida 33312

DATE: 08/31/22
SCALE: N.T.S.
DESIGNED BY: G.G.B.
DRAWN BY: J.A.
PROJECT NO. 22-0715
SHEET C-5



This document has been digitally signed and sealed by Gary G. Bourn, P.E.
On the date signed (12/15/2022) the seal of the Professional Engineer of the State of Florida
has been electronically signed and sealed by Gary G. Bourn, P.E.



REVISIONS

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CLIENT:

AD-ARCHITECTURE LLC

PROJECT: **VILLAS AT DANIA BEACH**
MULTI-FAMILY DEVELOPMENT
20 SW 15 ST FL 33004

TASK:

CONSTRUCTION DETAILS

GGB Engineering, Inc.
CIVIL AND FORENSIC ENGINEERS • LAND PLANNERS
FLORIDA REGISTRATION NO. 8118
2699 Stirling Road, Suite C-202 Fort Lauderdale, Florida 33312
Phone: (954) 986-9899

DATE: 08/31/22
SCALE: N.T.S.
DESIGNED BY: G.G.B.
DRAWN BY: J.A.

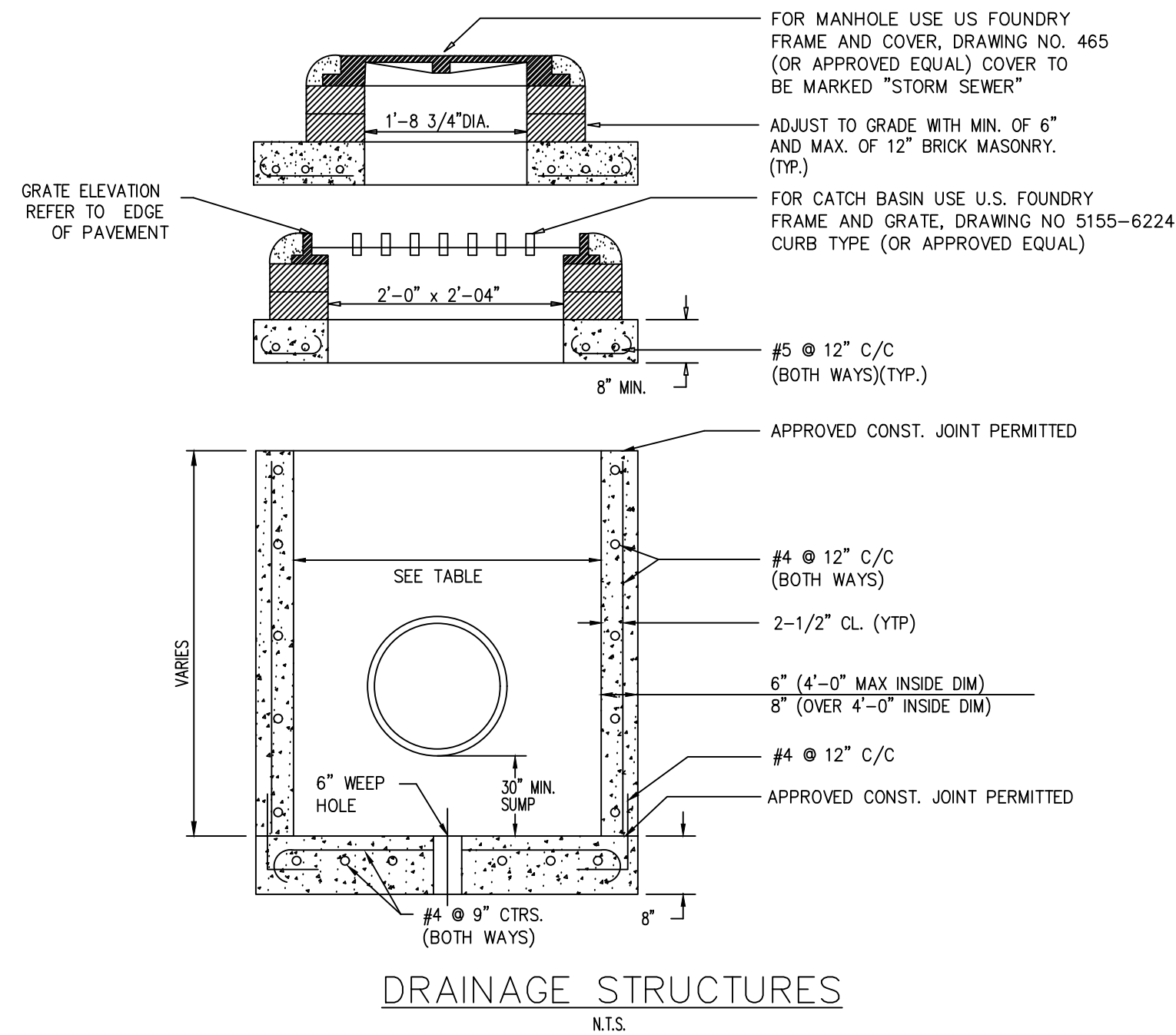
PROJECT NO. 22-0715
SHEET C-6

Professional Engineer Seal for Gary G. Bourn, P.E., No. 19832, State of Florida.

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[illegible]

BACKFILL NOTES



STRUCTURE TYPE	INLET	MANHOLE
B	3'-0" x 3'-0"	3'-0" x 3'-0"
C	3'-0" x 4'-0"	3'-0" x 4'-0"
D	3'-0" x 5'-0"	3'-0" x 5'-0"
F	4'-0" x 4'-0"	4'-0" x 4'-0"
G	4'-0" x 5'-0"	4'-0" x 5'-0"
H	5'-0" x 6'-0"	5'-0" x 6'-0"
J	6'-0" x 6'-0"	6'-0" x 6'-0"
K	4'-0" x 6'-0"	4'-0" x 6'-0"
L	3'-0" x 6'-0"	3'-0" x 6'-0"
M	5'-0" x 5'-0"	5'-0" x 5'-0"

1/2"R

6"

2"R

10"

8"

PAVEMENT

ROCK BASE

SUBGRADE

TYPE "D" CURB

N.T.S.

2'-6" TO EDGE OF PAVEMENT

2'-1/2"

7"

1'-0"

6'-0"

1'-0"

9"

13"

"A"

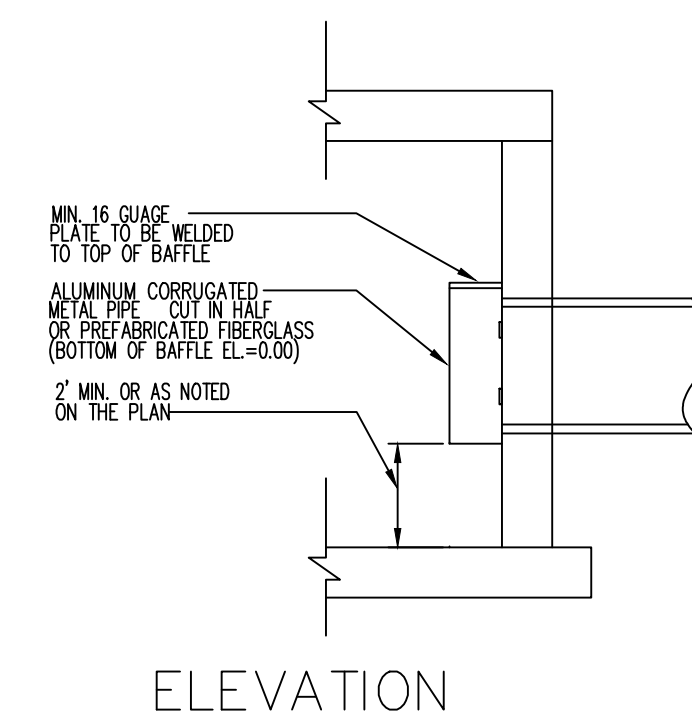
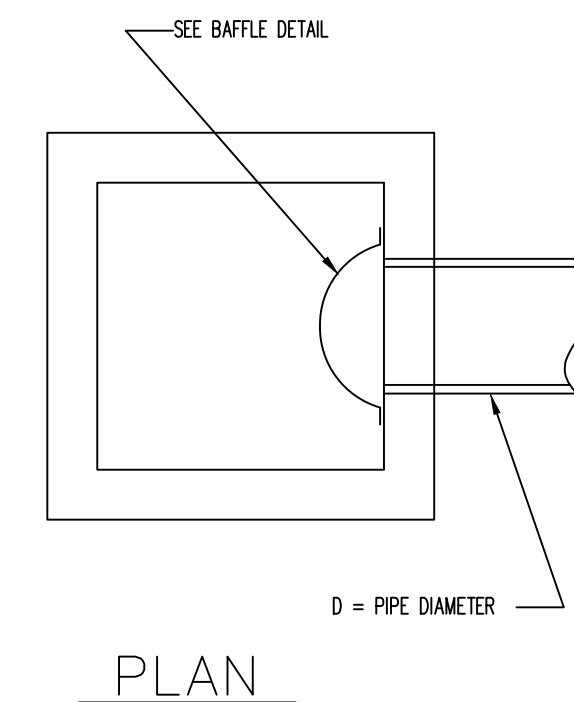
"A" REBAR

#4 REBAR

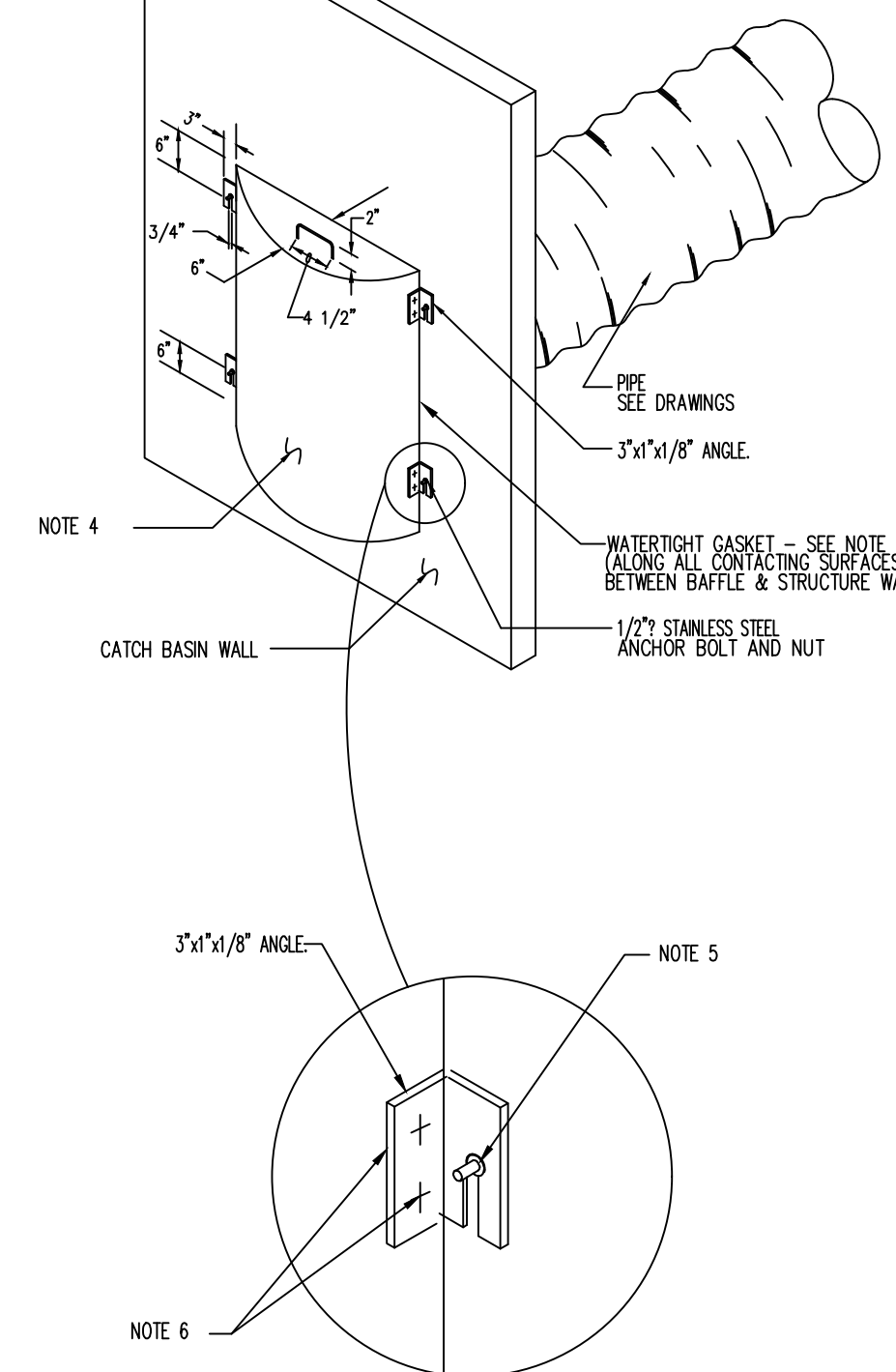
SECTION AA

CONCRETE WHEEL STOP DETAIL

- NOTE:**
- | | |
|---|--|
| 1.- CONTRACTOR TO VERIFY THAT
BAFFLE WILL FIT STRUCTURE
II. | 4.- SECTION OF A.C.M.P. CUT IN HALF OR EQUIVALENT
PREFABRICATED FIBERGLASS. BAFFLE DIAMETER TO
BE AS PER TABLE 1 |
| 2.- DEBRIS BAFFLE REQUIRED
AT CATCH BASINS
CONNECTED DIRECTLY TO
PROPOSED DRAIN FIELD. | 5.- 1/2" GALVANIZED LAG BOLT IN LEAD SHIELD |
| 3.- PROVIDE NEOPRENE GASKET
SIDES AND TOP. | 6.- WELD OR 2-1/4" THRU BOLTS. |

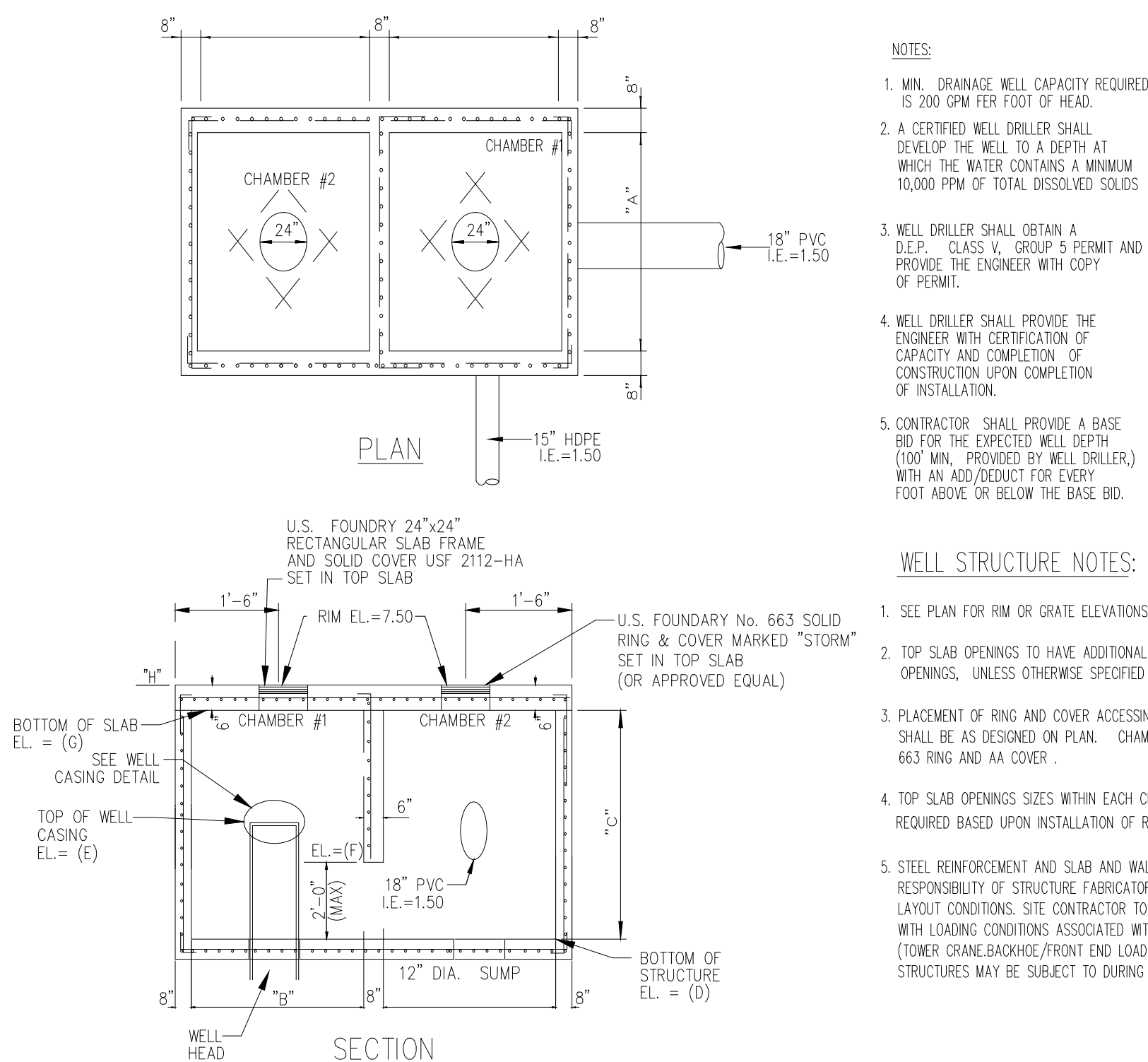


D	BAFFLE DIA.
10"	15"
15"	24"
18"	30"
24"	36"
30"	48"
36"	54"



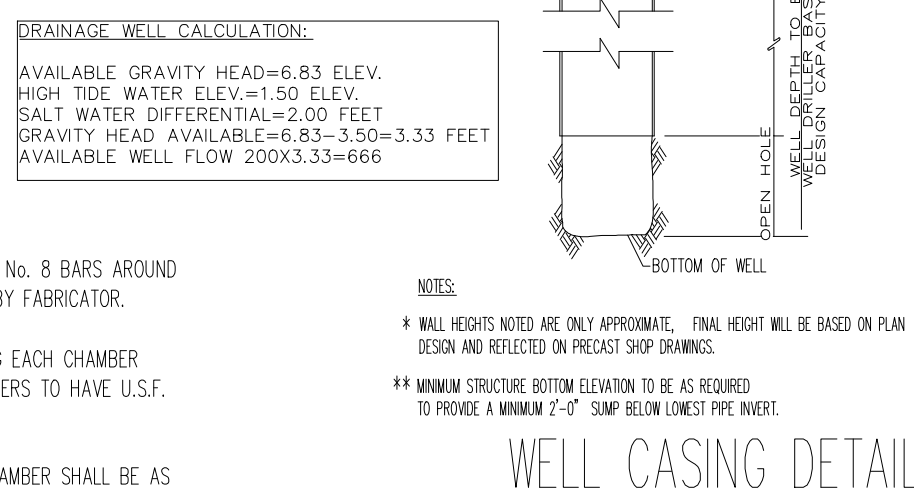
BRACKET DETAIL

POLLUTION RETARDANT BASIN DEBRIS BAFFLE DETAIL



WELL STRUCTURE NOTES:

1. SEE PLAN FOR RIM OR GRATE ELEVATIONS.
2. TOP SLAB OPENINGS TO HAVE ADDITIONAL NO. 8 BARS AROUND OPENINGS, UNLESS OTHERWISE SPECIFIED BY FABRICATOR.
3. PLACEMENT OF RING AND COVER ACCESSING EACH CHAMBER SHALL BE AS DESIGNED ON PLANS. CHAMBERS TO HAVE U.S.F. 663 RING AND AA COVER.
4. TOP SLAB OPENINGS SIZES WITHIN EACH CHAMBER SHALL BE AS REQUIRED BASED UPON INSTALLATION OF RING & COVER
5. STEEL REINFORCEMENT AND SLAB AND WALL THICKNESS SHALL BE RESPONSIBILITY OF STRUCTURE FABRICATOR PER PLAN DESIGN AND LAYOUT CONDITIONS. SITE CONTRACTOR TO PROVIDE STRUCTURE FABRICATOR WITH LOADING CONDITIONS ASSOCIATED WITH CONSTRUCTION EQUIPMENT (TOWER CRANE, BACKHOE, FRONT END LOADER, ETC.) TO WHICH THESE STRUCTURES MAY BE SUBJECT TO DURING THE DURATION OF CONSTRUCTION.

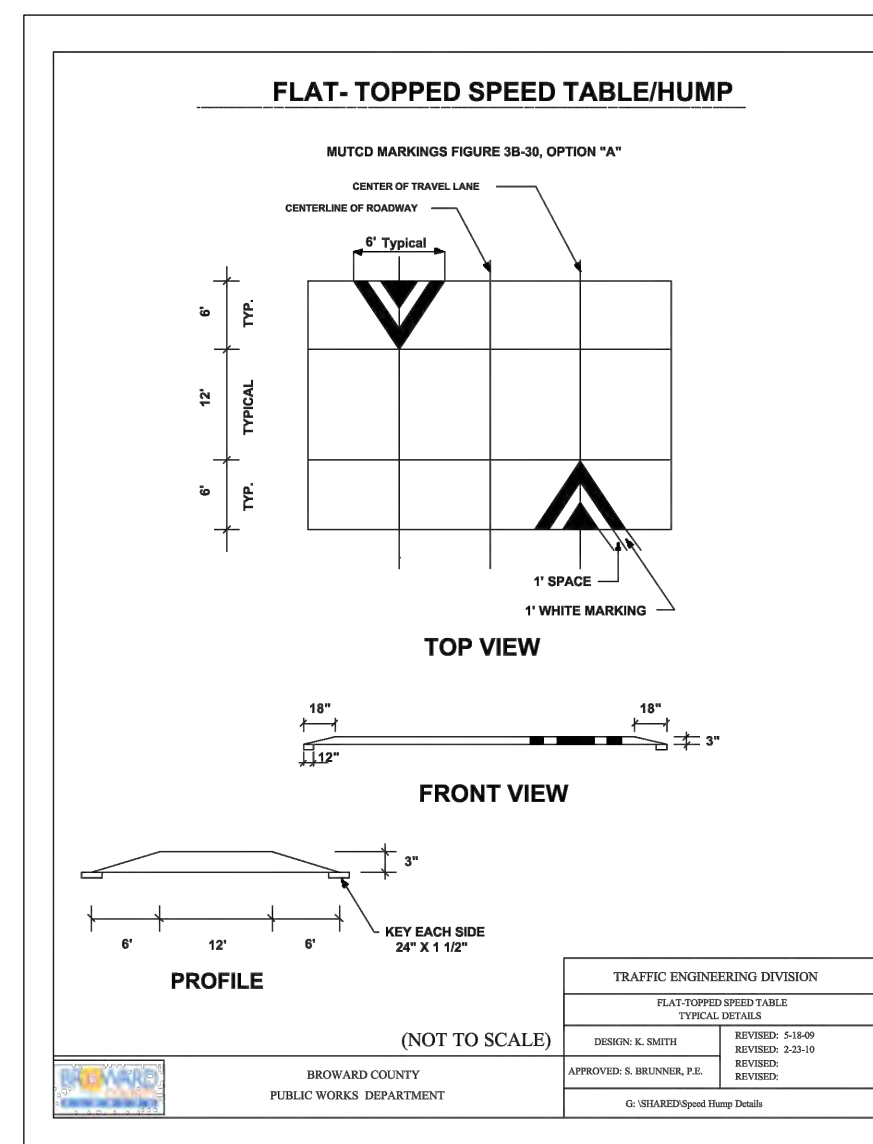


WELL CASING DETAIL

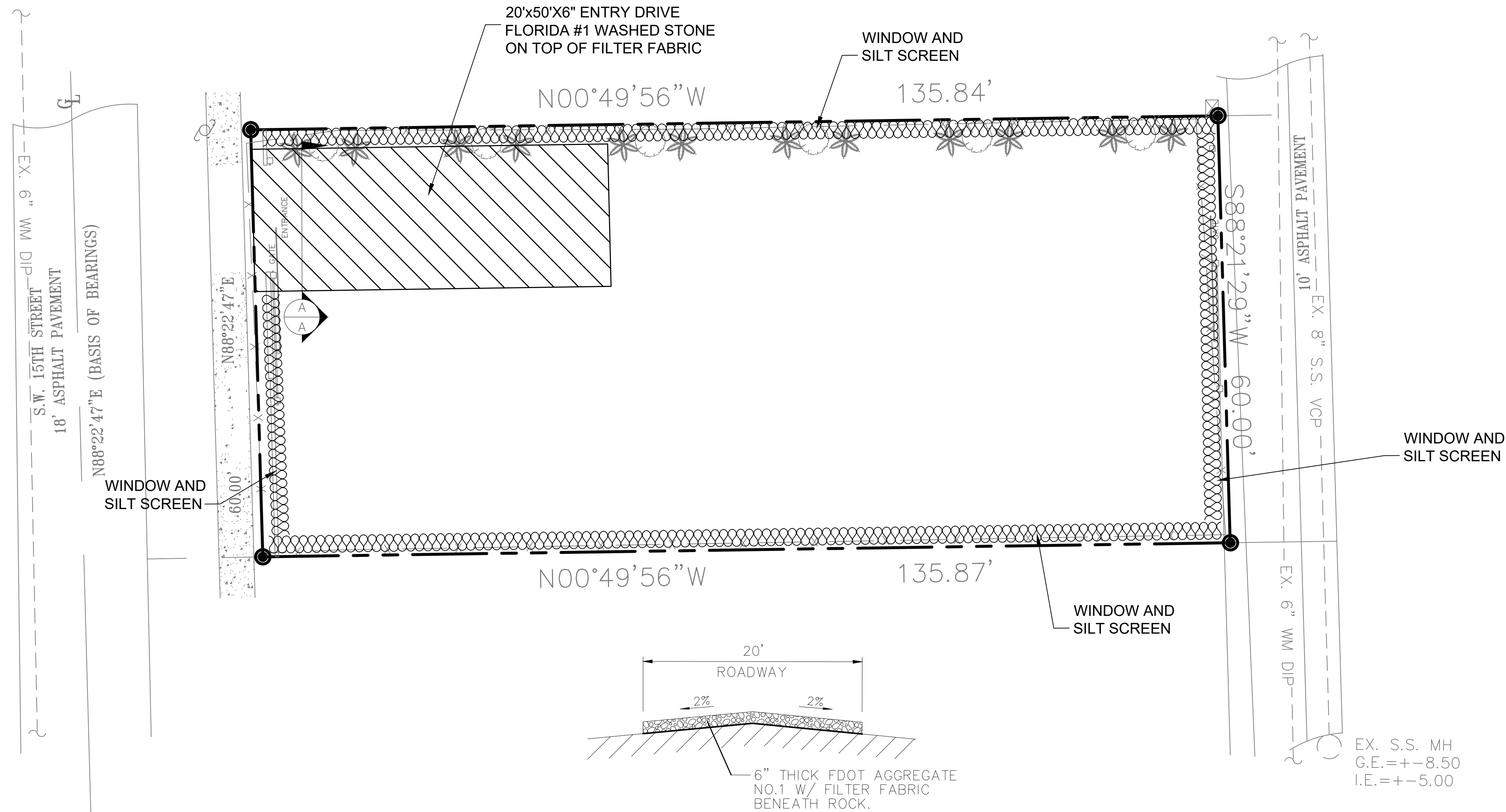
WELL STRUCTURE SCHEDULE										
STRUCTURE NUMBER	DIMENSION (FT)			ELEVATION NAVD					CASING DIAMETER (IN)	WEIR CREST EL. (NGVD)
	A	B	C(*)	D	E	F	G	H		
S-1	5.0'	3.0'	6.83	0.00	3.50	2.00	6.83	7.50	24	N/A

- NOTES:
- * WALL HEIGHTS NOTED ARE ONLY APPROXIMATE. FINAL HEIGHT WILL BE BASED ON PLAN DESIGN AND REFLECTED ON PRECAST SHOP DRAWINGS.
 - ** MINIMUM STRUCTURE BOTTOM ELEVATION TO BE AS REQUIRED TO PROVIDE A MINIMUM 2'-0" SUMP BELOW LOWEST PIPE INVERT OR 2'-0" BELOW ELEVATION "1".
- DRAINAGE WELL LOCATION:

26degrees/02minutes/4.59 seconds North
80 degrees/37 minutes/37.97 seconds west



TRAFFIC ENGINEERING DIVISION	
FLAT-TOPPED SPEED TABLE	
TYPICAL DETAILS	
DESIGN: K. SMITH	REVISED: 5-14-90
	REVISED: 2-25-90
APPROVED: S. BRUNNER, P.E.	REVISED: _____
G. SHARPS (Second Entry Details)	



LEGEND

XXXXXXXXXX DENOTES WINDROW AND SILT SCREEN
ALONG PROPERTY LINE DURING
CONSTRUCTION OF GRADING AND DRAINAGE

NOTE:
ALL PROPOSED AND OR EXISTING INLETS
TO BE PROTECTED FROM INFLATION

SECTION "A-A"

TEMPORARY CONSTRUCTION ENTRANCE

REVISIONS

1.
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CLIENT:

AD-ARCHITECTURE LLC

PROJECT: **VILLAS AT DANIA BEACH
MULTI-FAMILY DEVELOPMENT
20 SW 15 ST DANIA BEACH,
FL 33004**

TASK: **STORM WATER POLLUTION
PREVENTION PLAN**

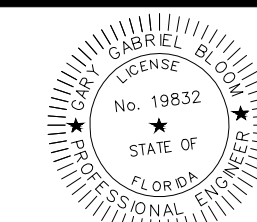
GGB Engineering, Inc.

CIVIL AND FORENSIC ENGINEERS • LAND PLANNERS
CONSULTANTS • SURVEYORS
FLORIDA REGISTRATION NO. 8118
2699 Stirling Road, Suite C-202 Fort Lauderdale, Florida 33312
Phone: (954) 986-9899

DATE: 08/31/22
DESIGNED BY: G.G.B.
SCALE: 1"=10'
DRAWN BY: J.A.

PROJECT NO. 22-0715

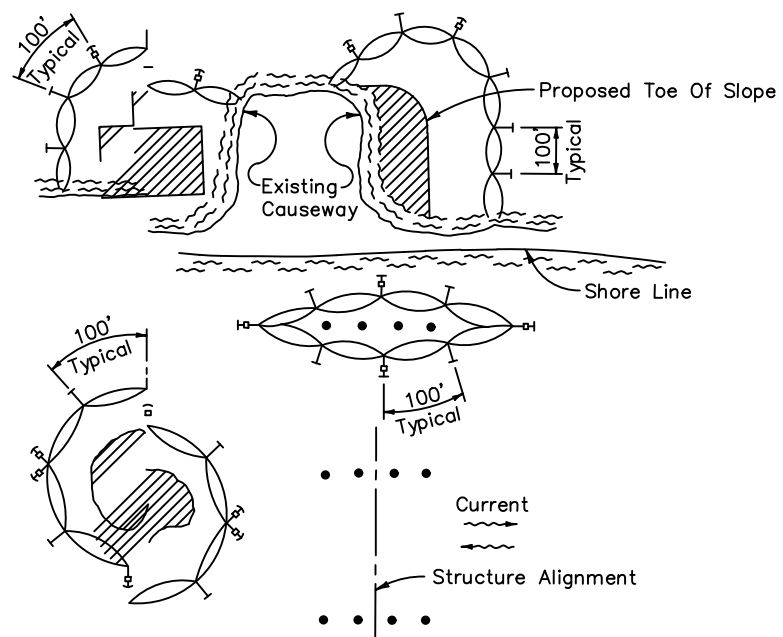
SHEET C-8



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On the date adjacent to the seal. Printed copies of this document
are not considered signed and sealed and the signature
must be written on any electronic copies.

GENERAL NOTES

1. Floating turbidity barriers are to be paid for under the contract unit price for Floating Turbidity Barrier, L.F.
2. Staked turbidity barriers are to be paid for under the contract unit price for Staked Turbidity Barrier, L.F.



NOTES:

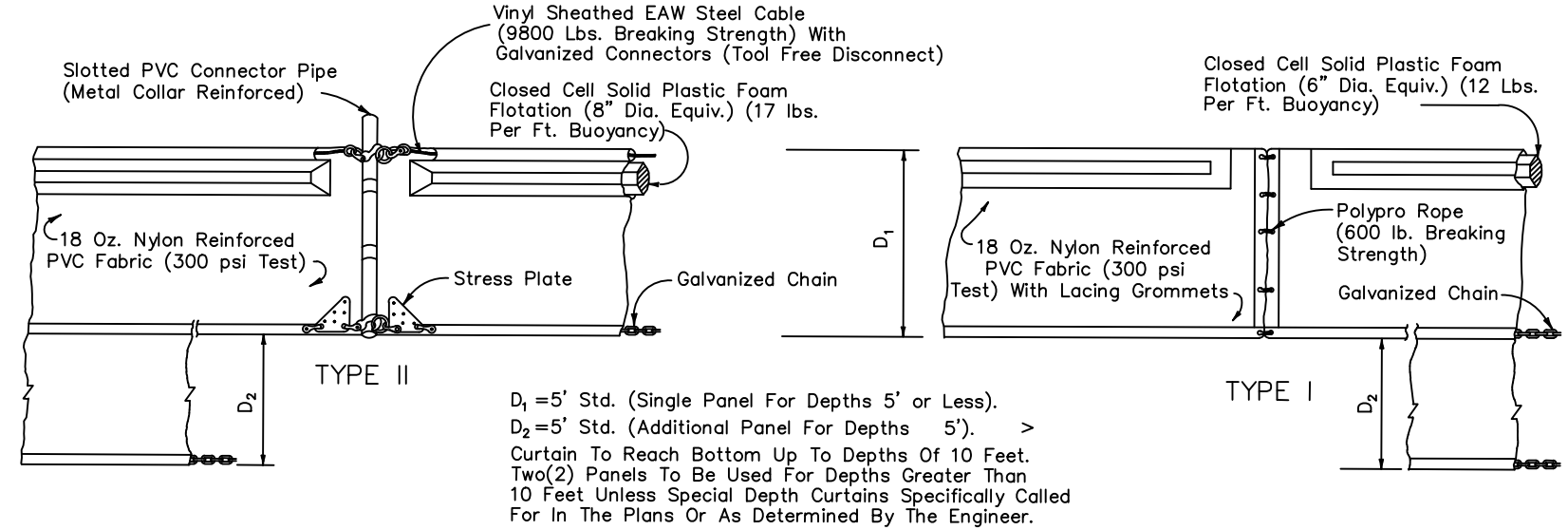
1. Turbidity barriers are to be used in all permanent bodies of water regardless of water depth.
2. Number and spacing of anchors dependent on current velocities.
3. Deployment of barrier around pile locations may vary to accommodate construction operations.
4. Navigation may require segmenting barrier during construction operations.
5. For additional information see Section 104 of the Standard Specifications.

TURBIDITY BARRIER APPLICATIONS

TURBIDITY BARRIER DETAILS PER FDOT INDEX NO. 103

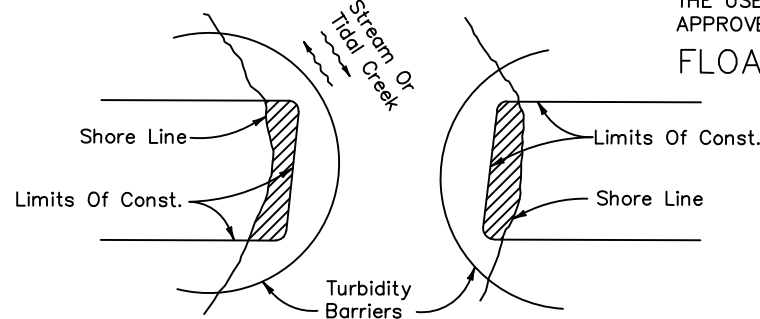
LEGEND

- Pile Locations
- ▨ Dredge Or Fill Area
- Mooring Buoy w/Anchor
- Anchor
- Barrier Movement Due To Current Action

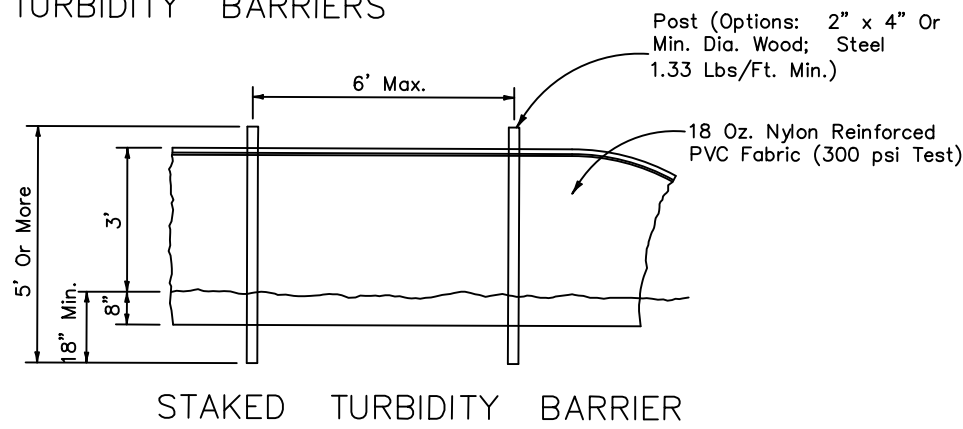


NOTICE: COMPONENTS OF TYPES I AND II MAY BE SIMILAR OR IDENTICAL TO PROPRIETARY DESIGNS. ANY INFRINGEMENT ON THE PROPRIETARY RIGHTS OF THE DESIGNER SHALL BE THE SOLE RESPONSIBILITY OF THE USER. SUBSTITUTIONS FOR TYPES I AND II SHALL BE AS APPROVED BY THE ENGINEER.

FLOATING TURBIDITY BARRIERS



Note: Turbidity barriers for flowing streams and tidal creeks may be either floating, or staked types or any combinations of types that will suit site conditions and meet erosion control and water quality requirements. The barrier type(s) will be at the Contractor's option unless otherwise specified in the plans, however payment will be under the pay item(s) established in the plans for Floating Turbidity Barrier and/or Staked Turbidity Barrier. Posts in staked turbidity barriers to be installed in vertical position unless otherwise directed by the Engineer.



STAKED TURBIDITY BARRIER

PROJECT: _____

STORM WATER POLLUTION PREVENTION PLAN
INSPECTION AND MAINTENANCE REPORT FORM
TO BE COMPLETED EVERY 7 DAYS AND WITHIN 24 HOURS OF
A RAINFALL EVENT OF 0.25 INCHES OR MORE

INSPECTOR: _____ DATE: _____

INSPECTOR'S QUALIFICATIONS: _____

DAYS SINCE LAST RAINFALL: _____ AMOUNT OF LAST RAINFALL: _____ INCHES

INSPECTION AREA (DESCRIPTION OF LOCATION)	DATE SINCE LAST DISTURBED	DATE OF NEXT OCCURRENCE	STABILIZED (YES/NO)	STABILIZED WITH	CONDITION

STABILIZATION REQUIRED: _____

TO BE PERFORMED BY: _____ ON OR BEFORE: _____

PAGE 1 OF 4

PROJECT: _____

STORM WATER POLLUTION PREVENTION PLAN
INSPECTION AND MAINTENANCE REPORT FORM
SEGMENT BASIN

DEPTH OF SEGMENT IN BASIN	DEPTH OF SEGMENT SIDE BASIN	ANY EVIDENCE OF OCCURRENCE OF THE SEGMENT IN THE BASIN	CONDITION OF OUTFALL FROM SEGMENT BASIN

MAINTENANCE REQUIRED FOR SEGMENT BASIN: _____

TO BE PERFORMED BY: _____ ON OR BEFORE: _____

OTHER CONTROLS

DOES MUCH SEGMENT GET TRAFFIC ON TO ROAD?	IS THE GRAVEL CLEAN OR IS IT FILLED WITH SEDIMENT?	DOES ALL TRAFFIC USE THE STABILIZED ENTRANCE TO LEAVE THE SITE?	IS THE CULVERT BENEATH THE ENTRANCE WORKING? (IF APPLICABLE)

MAINTENANCE REQUIRED FOR STABILIZED CONSTRUCTION ENTRANCE: _____

TO BE PERFORMED BY: _____ ON OR BEFORE: _____

PAGE 2 OF 4

NOTE TO CONTRACTOR:

THIS IS THE CONTRACTORS CERTIFICATION REQUIRED BY THE EPA'S NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM (NPDES), STORM WATER POLLUTION PREVENTION PLAN FOR CONSTRUCTION SITES OVER 1 ACRES. THIS CERTIFICATION MUST BE COMPLETED WEEKLY AND AFTER EVERY RAINFALL EVENT OVER 0.25 INCHES. IT IS SUGGESTED THAT THIS SHEET BE REMOVED FROM THE PLAN SET AND DUPLICATED AS NEEDED BY THE CONTRACTOR.

PROJECT: _____

STORM WATER POLLUTION PREVENTION PLAN
INSPECTION AND MAINTENANCE REPORT FORM
STRUCTURAL CONTROLS

DATE: _____

DATE OR VALUE	FROM	TO	IS DRY/PANKE STABILIZED?	IS THERE EVIDENCE OF WASHOUT OR OCCURRENCE?

MAINTENANCE REQUIRED FOR EARTH DRY/PANKE: _____

TO BE PERFORMED BY: _____ ON OR BEFORE: _____

CATCH BASIN/CURB INLET/OUTFALL TURBIDITY CONTROLS

STRUCTURE/ OUTFALL	ARE TURBIDITY CONTROLS IN PLACE	ANY EVIDENCE OF CLOSING/WASHOUT OR BYPASSING?	ARE TURBIDITY CONTROLS IN NEED OF REPLACING?	DOES SILT NEED TO BE REMOVED FROM AROUND CONTROL?

MAINTENANCE REQUIRED FOR CATCH BASIN/CURB INLET/OUTFALLS TURBIDITY CONTROLS: _____

TO BE PERFORMED BY: _____ ON OR BEFORE: _____

PAGE 2 OF 4

PROJECT: _____

STORM WATER POLLUTION PREVENTION PLAN
INSPECTION AND MAINTENANCE REPORT FORM
SEGMENT BASIN

CHANGES REQUIRED TO THE POLLUTION PREVENTION PLAN: _____

REASONS FOR CHANGES: _____

I CERTIFY UNDER PENALTY OF LAW THAT THIS DOCUMENT AND ALL ATTACHMENTS WERE PREPARED UNDER MY DIRECTION OR SUPERVISION IN ACCORDANCE WITH A SYSTEM DESIGNED TO ASSURE THAT QUALIFIED PERSONNEL, PROPERLY TRAINED AND EVALUATED, HAVE GATHERED THE INFORMATION SUBMITTED. BASED ON MY KNOWLEDGE AND BELIEF, THE INFORMATION SUBMITTED IS, TO THE BEST OF MY KNOWLEDGE AND BELIEF, TRUE, ACCURATE, AND COMPLETE. I AM AWARE THAT THERE ARE SIGNIFICANT PENALTIES FOR SUBMITTING FALSE INFORMATION, INCLUDING THE POSSIBILITY OF FINE AND IMPROVEMENT FOR KNOWING VIOLATIONS.

SIGNATURE: _____

DATE: _____

PAGE 4 OF 4

REVISIONS

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.

CLIENT:

PROJECT: VILLAS AT DANIA BEACH
MULTIFAMILY DEVELOPMENT
20 SW 15 ST
FL 33004

TASK:

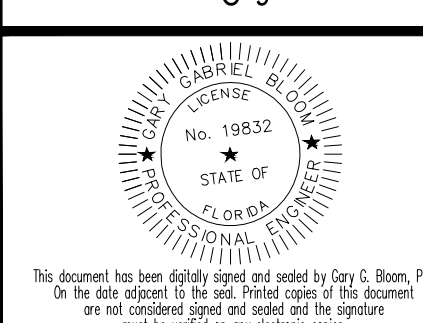
STORMWATER POLLUTION
NOTES & DETAILS

GGB Engineering, Inc.

CIVIL AND FORENSIC ENGINEERS • LAND PLANNERS
CONSULTANTS • ARCHITECTS • 8118
FLORIDA REGISTRATION NO. 8118
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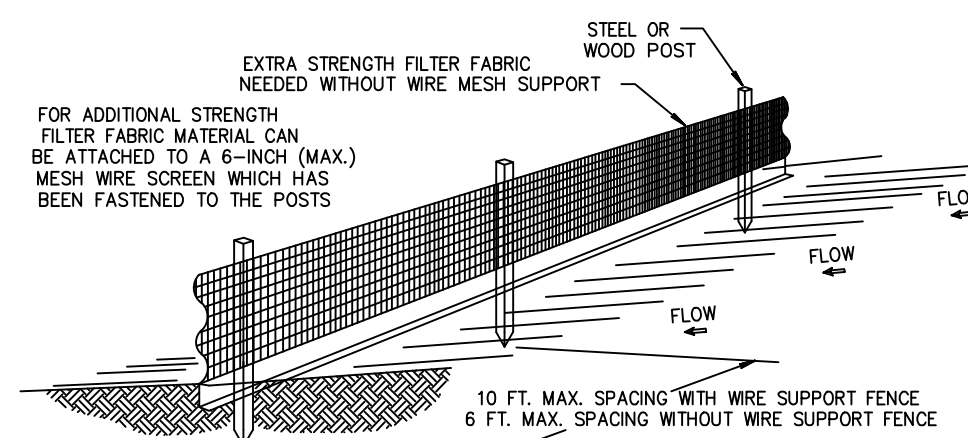
DATE: 08/31/22 SCALE: N.T.S.
DESIGNED BY: G.G.B. DRAWN BY: J.A.

PROJECT NO. 22-0715
SHEET C-9



1. THE INTENT OF EROSION CONTROL MEASURES INDICATED GRAPHICALLY ON PLANS IS TO PROVIDE A BARRIER TO CONTAIN SILT AND SEDIMENT ON THE PROJECT SITE. THIS REPRESENTATION IS PROVIDED FOR THE CONVENIENCE OF THE CONTRACTOR. THE TEST OF EROSION CONTROL EFFECTIVENESS IS NOT TO BE DETERMINED BY ADHERENCE TO THE REPRESENT SET FORTH ON THE DRAWINGS AND SPECIFICATIONS, BUT BY MEETING THE REGULATIONS SET FORTH BY THE AUTHORITY HAVING JURISDICTION OVER WATER QUALITY CONTROL AND OTHER SEDIMENTATION RESTRICTION REQUIREMENTS IN THE REGION.
2. APPROVED EROSION AND SEDIMENT CONTROL MEASURES SHALL BE INSTALLED PRIOR TO ANY CLEARING, GRADING, EXCAVATION, FILLING, OR OTHER LAND DISTURBANCE ACTIVITIES, EXCEPT THOSE OPERATIONS NEEDED TO INSTALL SUCH MEASURES.
3. INSPECTION OF ALL EROSION CONTROL MEASURES SHALL BE CONDUCTED WEEKLY, OR AFTER EACH RAINFALL EVENT, REPAIR, AND/OR REPLACEMENT OF SUCH MEASURES SHALL BE MADE PROMPTLY, AS NEEDED.
4. KEEP DUST WITHIN TOLERABLE LIMITS BY SPRINKLING OR OTHER ACCEPTABLE MEANS.
5. ADDITIONAL EROSION AND SEDIMENT CONTROL MEASURES MAY BE REQUIRED IF DEEMED NECESSARY BY ONSITE INSPECTION.
6. FAILURE TO PROPERLY INSTALL AND MAINTAIN EROSION CONTROL PRACTICES SHALL RESULT IN CONSTRUCTION BEING HALTED.
7. DRAINAGE INLETS SHALL BE PROTECTED BY FILTER AND GRADED ROCK AS PER INLET PROTECTION DETAIL.
8. ANY ACCESS ROUTES TO SITE SHALL BE BASED WITH CRUSHED STONE, WHERE PRACTICAL.
9. EROSION CONTROL MEASURES ARE TO BE MAINTAINED UNTIL PERMANENT GROUND COVER IS ESTABLISHED.
10. WHENEVER FEASIBLE, NATURAL VEGETATION SHALL BE RETAINED AND PROTECTED.
11. ALL WORK IS TO BE IN COMPLIANCE WITH THE RULES AND REGULATIONS SET FORTH BY THE STATE OF FLORIDA, DEPARTMENT OF ENVIRONMENTAL PROTECTION AND THE CITY OF DELRAY BEACH.
12. DISCHARGE FROM DRAINAGE OPERATIONS SHALL BE RETAINED ONSITE IN A CONTAINMENT AREA.

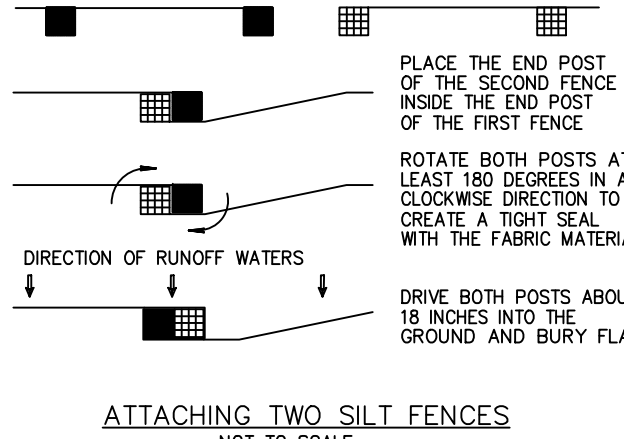
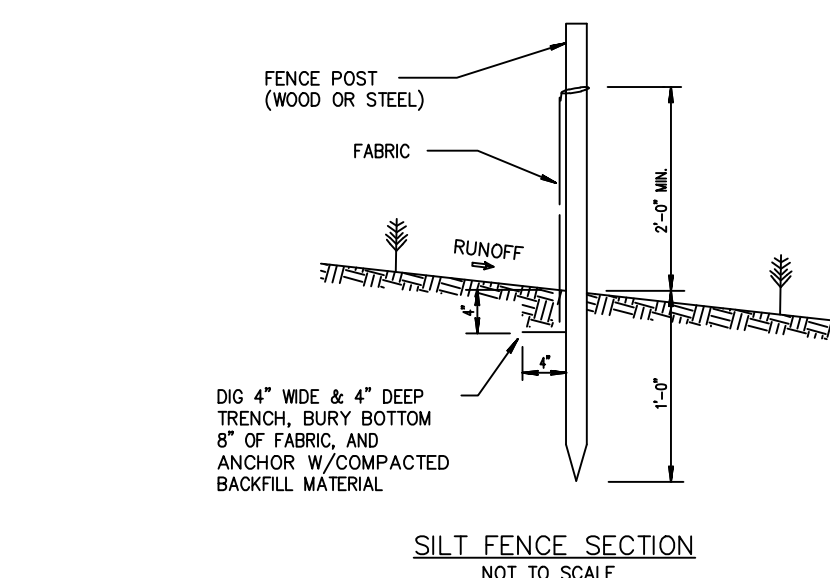
EROSION CONTROL NOTES DETAIL D9.1



NOTES:

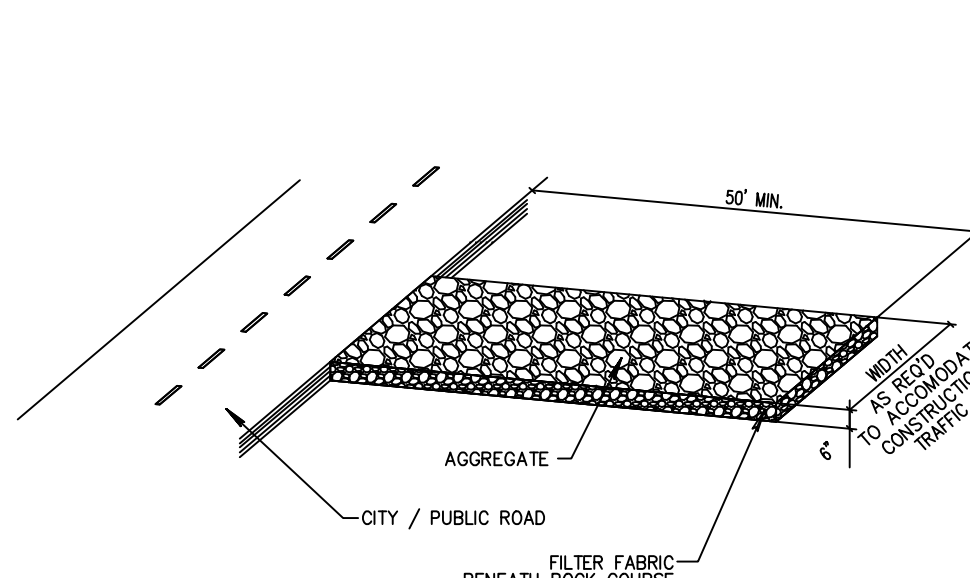
1. THE HEIGHT OF A SILT FENCE SHALL NOT EXCEED 36 INCHES (90 CM).
2. THE FILTER FABRIC SHALL BE PURCHASED IN A CONTINUOUS ROLL CUT TO THE LENGTH OF THE BARRIER TO AVOID THE USE OF JOINTS.
3. POSTS SHALL BE SPACED A MAXIMUM OF 10 FEET (3 M) APART AT THE BARRIER LOCATION AND DRIVEN SECURELY INTO THE GROUND A MINIMUM OF 12 INCHES (30 CM). WHEN EXTRA STRENGTH FABRIC IS USED WITHOUT THE WIRE SUPPORT FENCE, POST SPACING SHALL NOT EXCEED 6 FEET (1.8 M).
4. A TRENCH SHALL BE EXCAVATED APPROXIMATELY 4 INCHES (10 CM) WIDE AND 4 INCHES (10 CM) DEEP ALONG THE LINE OF POSTS AND UPSLOPE FROM THE BARRIER.
5. WHEN STANDARD STRENGTH FILTER FABRIC IS USED, A WIRE MESH SUPPORT FENCE SHALL BE FASTENED SECURELY TO THE UPSLOPE SIDE OF THE POSTS USING HEAVY DUTY WIRE STAPLES AT LEAST 1 INCH (25 MM) LONG. THE WIRE, OR ROD RINGS. THE WIRE SHALL EXTEND INTO THE TRENCH A MINIMUM OF 2 INCHES (5 CM) AND SHALL NOT EXTEND MORE THAN 36 INCHES (90 CM) ABOVE THE ORIGINAL GROUND SURFACE.
6. THE STANDARD STRENGTH FILTER FABRIC SHALL BE STAPLED OR WIRED TO THE FENCE, AND 8 INCHES (20 CM) OF THE FABRIC SHALL BE EXTENDED INTO THE TRENCH. THE FABRIC SHALL NOT EXTEND MORE THAN 36 INCHES (90 CM) ABOVE THE ORIGINAL GROUND SURFACE.
7. THE TRENCH SHALL BE BACKFILLED AND THE SOIL COMPACTED OVER THE FILTER FABRIC.
8. ALL PROJECTS REQUIRE SUBMITTAL OF POLLUTION PREVENTION PLAN (PPP).
9. ALL PROJECTS 1 AC. OR MORE MUST SUBMIT NOTICE OF INTENT (NOI) TO FDEP.

SILT FENCE INSTALLATION DETAIL D 9.1a Sheet 1 of 2



ATTACHING TWO SILT FENCES NOT TO SCALE

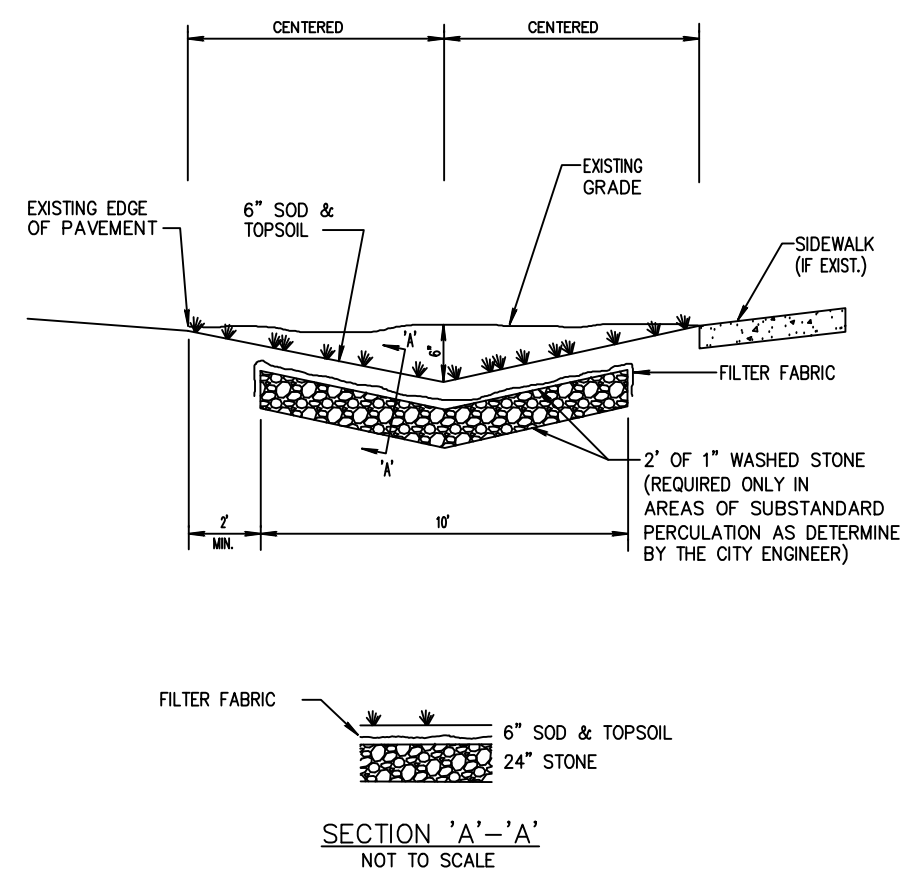
SILT FENCE INSTALLATION DETAIL D 9.1b Sheet 2 of 2



NOTE:

A CONSTRUCTION ENTRANCE SHALL BE CONSTRUCTED AND CONTAIN AN AGGREGATE LAYER (FOOT AGGREGATE NO.1), AT LEAST 6-INCHES THICK. IT MUST EXTEND TO THE WIDTH OF THE VEHICULAR INGRESS AND EGRESS AREA.

STABILIZED CONSTRUCTION ENTRANCE DETAIL D9.1C



NOTE:

1. CONTRACTOR TO REPLACE ALL IRRIGATION, TREES & SHRUBBERY IN SWALES DAMAGED DURING CONSTRUCTION.

SWALE REPLACEMENT DETAIL D10.1

STORM WATER POLLUTION PREVENTION PLAN											
SITE DESCRIPTION		GENERAL									
		THE CONTRACTOR SHALL AT A MINIMUM IMPLEMENT THE CONTRACTOR'S REQUIREMENTS OUTLINED BELOW AND THOSE MEASURES SHOWN ON THE EROSION AND TURBIDITY CONTROL PLAN. IN ADDITION THE CONTRACTOR SHALL UNDERTAKE ADDITIONAL MEASURES REQUIRED TO BE IN COMPLIANCE WITH APPLICABLE PERMIT CONDITIONS AND STATE WATER QUALITY STANDARDS. DEPENDING ON THE NATURE OF MATERIALS AND METHODS OF CONSTRUCTION THE CONTRACTOR MAY BE REQUIRED TO ADD FLOCCULANTS TO THE RETENTION SYSTEM PRIOR TO PLACING THE SYSTEM INTO OPERATION.		3. BRUSH BARRIER WITH FILTER FABRIC: BRUSH BARRIER MAY BE USED BELOW DISTURBED AREAS SUBJECT TO SHEET AND RILL EROSION WHERE ENOUGH RESIDUE MATERIAL IS AVAILABLE ON SITE.				HAZARDOUS PRODUCTS THESE PRACTICES ARE USED TO REDUCE THE RISKS ASSOCIATED WITH HAZARDOUS MATERIALS. * PRODUCTS WILL BE KEPT IN ORIGINAL CONTAINERS UNLESS THEY ARE NOT RESEALABLE. * ORIGINAL LABELS AND MATERIAL SAFETY DATA WILL BE RETAINED; THEY CONTAIN IMPORTANT PRODUCT INFORMATION. * IF SURPLUS PRODUCT MUST BE DISPOSED OF, MANUFACTURER'S OR LOCAL AND STATE RECOMMENDED METHODS FOR PROPER DISPOSAL WILL BE FOLLOWED.		* SILT FENCE WILL BE INSPECTED FOR DEPTH OF SEDIMENT, TEARS, TO SEE IF THE FABRIC IS SECURELY ATTACHED TO THE FENCE POSTS, AND TO SEE THAT THE FENCE POSTS ARE FIRMLY IN THE GROUND. * THE SEDIMENT BASINS WILL BE INSPECTED FOR THE DEPTH OF SEDIMENT, AND BUILT UP SEDIMENT WILL BE REMOVED WHEN IT REACHES 10 PERCENT OF THE DESIGN CAPACITY OR AT THE END OF THE JOB, WHICHEVER COMES FIRST. * DIVERSION DIKES/SWALES WILL BE INSPECTED AND ANY BREACHES PROMPTLY REPAIRED. * TEMPORARY AND PERMANENT SEEDING AND PLANTING WILL BE INSPECTED FOR BARE SPOTS, WASHOUTS, AND HEALTHY GROWTH.	
		SEQUENCE OF MAJOR ACTIVITIES:		5. STOCKPIILING MATERIAL: NO EXCAVATED MATERIAL SHALL BE STOCKPILED IN SUCH A MANNER AS TO DIRECT RUNOFF DIRECTLY OFF THE PROJECT SITE INTO ANY ADJACENT WATER BODY OR STORM WATER COLLECTION FACILITY.		OTHER CONTROLS		PRODUCT SPECIFIC PRACTICES THE FOLLOWING PRODUCT SPECIFIC PRACTICES WILL BE FOLLOWED ONSITE: PETROLEUM PRODUCTS ALL ONSITE VEHICLES WILL BE MONITORED FOR LEAKS AND RECEIVE REGULAR PREVENTIVE MAINTENANCE TO REDUCE THE CHANCE OF LEAKAGE. PETROLEUM PRODUCTS WILL BE STORED IN TIGHTLY SEALED CONTAINERS WHICH ARE CLEARLY LABELED. ANY ASPHALT SUBSTANCES USED ONSITE WILL BE APPLIED ACCORDING TO THE MANUFACTURER'S RECOMMENDATIONS.		* A MAINTENANCE INSPECTION REPORT WILL BE MADE AFTER EACH INSPECTION. A COPY OF THE REPORT FORM TO BE COMPLETED BY THE INSPECTOR IS ATTACHED. THE REPORTS WILL BE KEPT ON SITE DURING CONSTRUCTION AND AVAILABLE UPON REQUEST TO THE OWNER, ENGINEER OR ANY FEDERAL, STATE OR LOCAL AGENCY APPROVING SEDIMENT AND EROSION PLANS, OR STORM WATER MANAGEMENT PLANS. THE REPORTS SHALL BE MADE AND RETAINED AS PART OF THE STORM WATER POLLUTION PREVENTION PLAN FOR AT LEAST THREE YEARS FROM THE DATE THAT THE SITE IS FINALLY STABILIZED AND THE NOTICE OF TERMINATION IS SUBMITTED THE REPORTS SHALL IDENTIFY ANY INCIDENTS OF NON-COMPLIANCE.	
		SEQUENCE OF MAJOR ACTIVITIES: 1. INSTALL EROSION AND SEDIMENT CONTROL MEASURES. 2. DEMO AND CLEAR SITE 3. INSTALL UNDERGROUND UTILITIES. 4. COMPLETE FINAL GRADING OPERATIONS. 5. CONTINUE WITH E&S CONTROL MEASURES. 6. START BUILDING FOUNDATION. 7. CONTINUE WITH E&S CONTROL MEASURES. 8. COMPLETE BUILDING CONSTRUCTION. 9. CONTINUE WITH E&S CONTROL MEASURES. 10. COMPLETE CURB AND SIDEWALK CONSTRUCTION 11. REMOVE ACCUMULATED SEDIMENTS FROM STORM WATER MANAGEMENT SYSTEM.		6. EXPOSED AREA LIMITATION: THE SURFACE AREA OF OPEN, RAW ERODIBLE SOIL EXPOSED BY CLEARING AND GRUBBING OPERATIONS OR EXCAVATION AND FILLING OPERATIONS SHALL BE MINIMIZED. 7. INLET PROTECTION: INLETS AND CATCH BASINS WHICH DISCHARGE DIRECTLY OFF-SITE SHALL BE PROTECTED FROM SEDIMENT-LADEN STORM RUNOFF UNTIL THE COMPLETION OF ALL CONSTRUCTION OPERATIONS THAT MAY CONTRIBUTE SEDIMENT TO THE INLET. 8. DUST CONTROL: AREAS OPENED BY CONSTRUCTION OPERATIONS AND THAT ARE NOT ANTICIPATED TO BE RE-EXCAVATED OR DRESSED AND RECEIVE FINAL TREATMENT WITHIN 30 DAYS SHALL BE STABILIZED. 9. TEMPORARY SEEDING AND MULCHING: SLOPES STEEPER THAN 6:1 THAT FALL WITHIN THE CATEGORY ESTABLISHED IN PARAGRAPH 8 ABOVE SHALL ADDITIONALLY RECEIVE MULCHING OF APPROXIMATELY 2 INCHES LOOSE MEASURE OF MULCH MATERIAL CUT INTO THE SOIL OF THE SEEDED AREA ADEQUATE TO PREVENT MOVEMENT OF SEED AND MULCH. 10. TEMPORARY GRASSING: THE SEEDED OR SEEDED AND MULCHED AREA(S) SHALL BE ROLLED AND WATERED OR HYDROMULCHED OR OTHER SUITABLE METHODS IF REQUIRED TO ASSURE OPTIMUM GROWING CONDITIONS FOR THE ESTABLISHMENT OF A GOOD GRASS COVER. TEMPORARY GRASSING SHALL BE THE SAME MIX & AMOUNT REQUIRED FOR PERMANENT GRASSING IN THE CONTRACT SPECIFICATIONS.		WASTE DISPOSAL (IF APPLICABLE): WASTE MATERIALS ALL WASTE MATERIALS EXCEPT LAND CLEARING DEBRIS SHALL BE COLLECTED AND STORED IN A SECURELY LIDDED METAL DUMPSTER. THE DUMPSTER WILL MEET ALL LOCAL AND STATE SOLID WASTE MANAGEMENT REGULATIONS. THE DUMPSTER WILL BE EMPTIED AS NEEDED AND THE TRASH WILL BE HAULED TO A STATE APPROVED LANDFILL. ALL PERSONNEL WILL BE INSTRUCTED REGARDING THE CORRECT PROCEDURE FOR WASTE DISPOSAL. NOTICES STATING THESE PRACTICES WILL BE POSTED AT THE CONSTRUCTION SITE BY THE CONSTRUCTION SUPERINTENDENT. THE INDIVIDUAL WHO MANAGES THE DAY-TO-DAY SITE OPERATIONS, WILL BE RESPONSIBLE FOR SEEING THAT THESE PROCEDURES ARE FOLLOWED. HAZARDOUS WASTE ALL HAZARDOUS WASTE MATERIALS WILL BE DISPOSED OF IN THE MANNER SPECIFIED BY LOCAL OR STATE REGULATION OR BY THE MANUFACTURER. SITE PERSONNEL WILL BE INSTRUCTED IN THESE PRACTICES AND THE SITE SUPERINTENDENT, THE INDIVIDUAL WHO MANAGES DAY-TO-DAY SITE OPERATIONS, WILL BE RESPONSIBLE FOR SEEING THAT THESE PRACTICES ARE FOLLOWED. SANITARY WASTE ALL SANITARY WASTE WILL BE COLLECTED FROM THE PORTABLE UNITS AS NEEDED TO PREVENT POSSIBLE SPILLAGE. THE WASTE WILL BE COLLECTED AND DEPOSED OF IN ACCORDANCE WITH STATE AND LOCAL WASTE DISPOSAL REGULATIONS FOR SANITARY SEWER OR SEPTIC SYSTEMS. OFFSITE VEHICLE TRACKING A STABILIZED CONSTRUCTION ENTRANCE WILL BE PROVIDED TO HELP REDUCE VEHICLE TRACKING OF SEDIMENTS. THE PAVED STREET ADJACENT TO THE SITE ENTRANCE WILL BE SWEEP AS NEEDED TO REMOVE ANY EXCESS MUD, DIRT OR ROCK TRACKED FROM THE SITE. DUMP TRUCKS HAULING MATERIAL FROM THE CONSTRUCTION SITE WILL BE COVERED WITH A TARPULIN.		FERTILIZERS FERTILIZERS USED WILL BE APPLIED ONLY IN THE MINIMUM AMOUNTS RECOMMENDED BY THE MANUFACTURER. ONCE APPLIED, FERTILIZER WILL BE WORKED INTO THE SOIL TO LIMIT EXPOSURE TO STORM WATER. STORAGE WILL BE IN A COVERED AREA. THE CONTENTS OF ANY PARTIALLY USED BAGS OF FERTILIZER WILL BE TRANSFERRED TO A SEALABLE PLASTIC BIN TO AVOID SPILLS. PAINTS ALL CONTAINERS WILL BE TIGHTLY SEALED AND STORED WHEN NOT REQUIRED FOR USE. EXCESS PAINT WILL NOT BE DISCHARGED TO THE STORM SEWER SYSTEM BUT WILL BE PROPERLY DISPOSED OF ACCORDING TO MANUFACTURERS' INSTRUCTIONS OR STATE AND LOCAL REGULATIONS. CONCRETE TRUCKS CONCRETE TRUCKS WILL NOT BE ALLOWED TO WASH OUT OR DISCHARGE SURPLUS CONCRETE OR DRUM WASH WATER ON THE SITE.		* THE SITE SUPERINTENDENT WILL SELECT UP TO THREE INDIVIDUALS WHO WILL BE RESPONSIBLE FOR INSPECTIONS, MAINTENANCE AND REPAIR ACTIVITIES, AND FILLING OUT THE INSPECTION AND MAINTENANCE REPORT. * PERSONNEL SELECTED FOR INSPECTION AND MAINTENANCE RESPONSIBILITIES WILL RECEIVE TRAINING FROM THE SITE SUPERINTENDENT. THEY WILL BE TRAINED IN ALL THE INSPECTION AND MAINTENANCE PRACTICES NECESSARY FOR KEEPING THE EROSION AND SEDIMENT CONTROLS USED ONSITE IN GOOD WORKING ORDER.	
		TIMING OF CONTROLS/MEASURES		AS INDICATED IN THE SEQUENCE OF MAJOR ACTIVITIES, THE SILT FENCES AND HAY BALES WILL BE CONSTRUCTED PRIOR TO CLEARING OR GRADING OF ANY PORTIONS OF THE SITE. AS CONSTRUCTION PROCEEDS, THE CONTRACTOR MUST BE DILIGENT TO UN-INSTALL AND RE-INSTALL PORTIONS OR ALL OF THE SILT FENCE OR HAY BAYS OR TAKE OTHER MEASURES NECESSARY TO MAINTAIN THE SYSTEM IN ACCORDANCE WITH ALL REGULATIONS.		11. TEMPORARY REGRESSING : IF, AFTER 14 DAYS FROM SEEDING, THE TEMPORARY GRASSED AREAS HAVE NOT ATTAINED A MINIMUM OF 75 PERCENT GOOD GRASS COVER, THE AREA WILL BE REWORKED AND ADDITIONAL SEED APPLIED SUFFICIENT TO ESTABLISH THE DESIRED VEGETATIVE COVER. 12. MAINTENANCE: ALL FEATURES OF THE PROJECT DESIGNED AND CONSTRUCTED TO PREVENT EROSION AND SEDIMENT SHALL BE MAINTAINED DURING THE LIFE OF THE CONSTRUCTION SO AS TO FUNCTION AS THEY WERE ORIGINALLY DESIGNED AND CONSTRUCTED. 13. PERMANENT EROSION CONTROL: THE EROSION CONTROL FACILITIES OF THE PROJECT SHOULD BE DESIGNED TO MINIMIZE THE IMPACT ON THE OFFSITE FACILITIES. 14. PERMANENT SEEDING: ALL AREAS WHICH HAVE BEEN DISTURBED BY CONSTRUCTION WILL, AS A MINIMUM, BE SEED. THE SEEDING MIX MUST PROVIDE BOTH LONG-TERM VEGETATION AND RAPID GROWTH SEASONAL VEGETATION. SLOPES STEEPER THAN 4:1 SHALL BE SEEDD AND MULCHED OR SOODED.		SPILL CONTROL PRACTICES IN ADDITION TO THE GOOD HOUSEKEEPING AND MATERIAL MANAGEMENT PRACTICES DISCUSSED IN THE PREVIOUS SECTIONS OF THIS PLAN, THE FOLLOWING PRACTICES WILL BE FOLLOWED FOR SPILL PREVENTION AND CLEANUP: MANUFACTURERS' RECOMMENDED METHODS FOR SPILL CLEANUP WILL BE CLEARLY POSTED ON SITE AND SITE PERSONNEL WILL BE MADE AWARE OF THE PROCEDURES AND THE LOCATION OF THE INFORMATION AND CLEANUP SUPPLIES. MATERIALS AND EQUIPMENT NECESSARY FOR SPILL CLEANUP WILL BE KEPT IN THE MATERIAL STORAGE AREA ONSITE. EQUIPMENT AND MATERIALS WILL INCLUDE BUT NOT BE LIMITED TO BROOMS, DUST PANS, MOPS, RAGS, GLOVES, GOGGLES, LIQUID ABSORBENT (I.E. KITTY LITTER OR EQUAL), SAND, SAWDUST, AND PLASTIC AND METAL TRASH CONTAINERS SPECIFICALLY FOR THIS PURPOSE. ALL SPILLS WILL BE CLEANED UP IMMEDIATELY AFTER DISCOVERY. THE SPILL AREA WILL BE KEPT WELL VENTILATED AND PERSONNEL WILL WEAR APPROPRIATE PROTECTIVE CLOTHING TO PREVENT INJURY FROM CONTACT WITH A HAZARDOUS SUBSTANCE. SPILL OF TOXIC OR HAZARDOUS MATERIAL WILL BE REPORTED TO THE APPROPRIATE STATE OR LOCAL GOVERNMENT AGENCY, REGARDLESS OF THE SIZE OF THE SPILL. THE SPILL PREVENTION PLAN WILL BE ADJUSTED TO INCLUDE MEASURES TO PREVENT THIS TYPE OF SPILL FROM REOCCURRING AND HOW TO CLEAN UP THE SPILL IF THERE IS ANOTHER ONE. A DESCRIPTION OF THE SPILL, WHAT CAUSED IT, AND THE CLEANUP MEASURES WILL ALSO BE INCLUDED.		NON-STORM WATER DISCHARGES IT IS EXPECTED THAT THE FOLLOWING NON-STORM WATER DISCHARGES WILL OCCUR FROM THE SITE DURING THE CONSTRUCTION PERIOD: * WATER FROM WATER LINE FLUSHING * PAVEMENT WASH WATERS (WHERE NO SPILLS OR LEAKS OF TOXIC OR HAZARDOUS MATERIALS HAVE OCCURRED). * UNCONTAMINATED GROUNDWATER (FROM DEWATERING EXCAVATION). ALL NON-STORM WATER DISCHARGES WILL BE DIRECTED TO THE SEDIMENT BASIN PRIOR TO DISCHARGE.	
CONTROLS		THE CONTRACTOR SHALL UTILIZE STAKED SILT FENCE AND/OR HAY BALES OR OTHER BEST MANAGEMENT PRACTICES AS NECESSARY TO COMPLY WITH THE REQUIREMENTS SET FORTH BY LOCAL, STATE AND FEDERAL REQUIREMENTS.		1. TEMPORARY EROSION CONTROL: THE EROSION CONTROL FACILITIES OF THE PROJECT SHOULD BE DESIGNED TO MINIMIZE THE IMPACT ON THE OFFSITE FACILITIES. 2. TEMPORARY SEDIMENT TRAP: A SEDIMENT TRAP SHALL BE INSTALLED IN A DRAINAGE WAY AT A STORM DRAIN INLET OR AT OTHER POINTS OF DISCHARGE FROM A DISTURBED AREA. THE FOLLOWING SEDIMENT TRAPS MAY BE CONSTRUCTED EITHER INDEPENDENTLY OR IN CONJUNCTION WITH THE TEMPORARY DIVERSION DIKE: A. BLOCK & GRAVEL SEDIMENT FILTER -- THIS PROTECTION IS APPLICABLE WHERE HEAVY FLOWS AND/OR WHERE AN OVERFLOW CAPACITY IS NECESSARY TO PREVENT EXCESSIVE PONDING AROUND THE STRUCTURE. B. GRAVEL SEDIMENT TRAP -- THIS PROTECTION IS APPLICABLE WHERE HEAVY CONCENTRATED FLOWS ARE EXPECTED, BUT NOT WHERE PONDING AROUND THE STRUCTURE MIGHT CAUSE EXCESSIVE INCONVENIENCE OR DAMAGE TO ADJACENT STRUCTURES & UNPROTECTED AREAS. C. DROP INLET SEDIMENT TRAP -- THIS PROTECTION IS APPLICABLE WHERE THE INLET DRAINS A RELATIVELY FLAT AREA (S < 5%) AND WHERE SHEET OR OVERLAND FLOWS (Q < 0.5 CFS) ARE TYPICAL. THIS METHOD SHALL NOT APPLY TO INLETS RECEIVING CONCENTRATED FLOWS SUCH AS IN STREET OR HIGHWAY MEDIANS. 3. OUTLET PROTECTION: APPLICABLE TO THE OUTLETS OF ALL PIPES AND PAVED CHANNEL SECTIONS WHERE THE FLOW COULD CAUSE EROSION & SEDIMENT PROBLEM TO THE RECEIVING WATER BODY. SILT FENCES & HAY BALES ARE TO BE INSTALLED IMMEDIATELY DOWNSTREAM OF THE DISCHARGING STRUCTURE AS SHOWN ON THE OUTLET PROTECTION DETAIL. 4. SEDIMENT BASIN: (NOT APPLICABLE)		CONCRETE TRUCKS CONCRETE TRUCKS WILL NOT BE ALLOWED TO WASH OUT OR DISCHARGE SURPLUS CONCRETE OR DRUM WASH WATER ON THE SITE.		CONTRACTOR'S CERTIFICATION I CERTIFY UNDER PENALTY OF LAW THAT I UNDERSTAND THE TERMS AND CONDITIONS OF THE GENERAL NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT THAT AUTHORIZES THE STORM WATER DISCHARGES ASSOCIATED WITH INDUSTRIAL ACTIVITY FROM THE CONSTRUCTION SITE IDENTIFIED AS PART OF THIS CERTIFICATION.			
STORM WATER MANAGEMENT		DURING CONSTRUCTION, STORM WATER DRAINAGE WILL BE PROVIDED BY UTILIZATION OF THE EXISTING DRAINAGE COLLECTION SYSTEM IN									

1 2 3 4 5 6 7 8

AD-ARCHITECTURE LLC

SUBJECT:
VILLAS AT DANIA BEACH
MULTIFAMILY DEVELOPMENT
20 SW 15 ST DANIA BEACH.

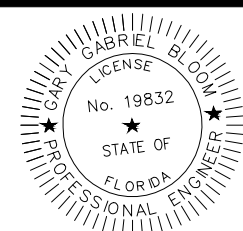
STORMWATER POLLUTION NOTES & DETAILS

GGB Engineering, Inc.
CIVIL AND FORENSIC ENGINEERS • LAND PLANNERS

D CIVIL AND FORENSIC ENGINEERS • LAND PLANNERS
• CONSTRUCTION MANAGERS
FLORIDA REGISTRATION No. 8118

2699 Stirling Road, Suite C-202 Fax: (954) 986-6655
Fort Lauderdale, Florida 33312 Phone: (954) 986-9899

DATE: <i>08/31/22</i>	SCALE: N.T.S.
DESIGNED BY: G.G.B.	DRAWN BY: J.A.
PROJECT NO. <i>22-0715</i>	
SHEET C-10	



This document has been digitally signed and sealed by Gary G. Bloom, P.E.
On the date adjacent to the seal. Printed copies of this document
are not considered signed and sealed and the signature
must be verified on any electronic copies.

FOR SIGN ASSEMBLIES WITH MAXIMUM 8.75
SQUARE FOOT PANEL AREA

FOR SIGN ASSEMBLIES WITH GREATER THAN 8.75
SQUARE FOOT PANEL AREA WITH SUPPLEMENTAL SIGN

Typical Details

Typical Details

STREET ID (D3-1)



2-CROSS STREET
BLADES

THE ENDS OF THE STREET
ID SIGNS MUST BE BOLTED
TOGETHER :

BOLTS - #18 HEX HEAD STAINLESS
STEEL 5/16" x 3/4"

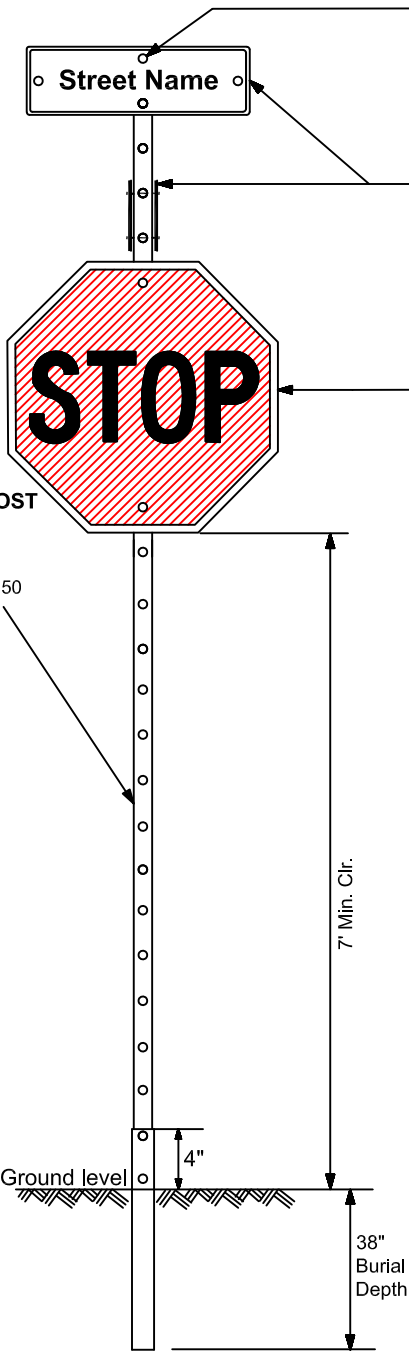
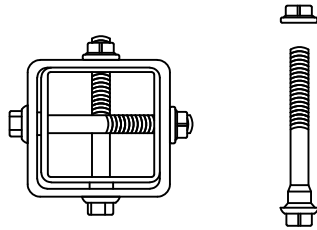
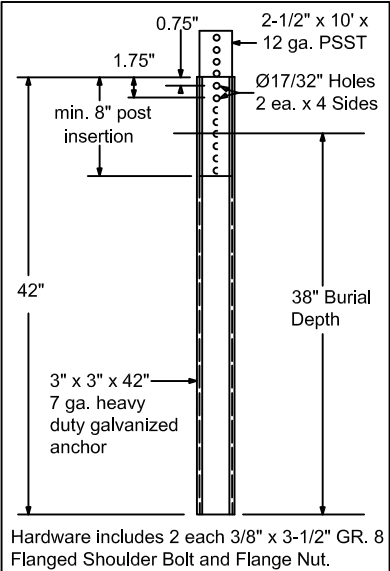
NUTS - 5/16" HEX HEAD STAINLESS
STEEL W/ 3/8"NYLON WASHERS

Isometric
View

SQUARE TUBE SIGN POST

The Square Tube Sign Post
shall be 2.5" square,
perforated, hot-dipped
galvanized, 12-guage, grade 50
steel. The post shall be
installed with in-ground
fitted sleeve anchor as
shown in detail "A" below.

DETAIL "A"



STREET ID (D3-1) MATERIALS:

LETTERS
WHITE TYPE XI SHEETING
LETTERING OF STREET NAME SIGNS SHALL BE
COMPOSED OF A COMBINATION OF LOWERCASE
LETTERS WITH INITIAL UPPERCASE LETTERS

BORDER
BORDER WIDTHS WILL VARY BASED ON LETTER HEIGHTS

LETTER HEIGHTS - BORDER WIDTHS
4 INCH LETTER = 0.375 INCH BORDER WIDTH
6 INCH LETTER = 0.500 INCH BORDER WIDTH
8 INCH LETTER = 0.750 INCH BORDER WIDTH

GREEN BACKGROUND
GREEN TRANSLUSCENT INK SILK-SCREENED
CLEAR-COATED OR ELECTRO-CUT (EC) FILM
OR EQUIVALENT

LETTER SIZES
SEE MUTCD TABLE 2D-2 (PG 163)
FOR MINIMUM LETTER HEIGHTS
LENGTH VARIES BY STREET NAME

HARDWARE
BOLTS - #18 HEX HEAD STAINLESS STEEL 5/16" x 3"
NUTS - 5/16" STAINLESS STEEL W/ NYLON WASHERS.

REGULATORY SIGN
WHEN NO STREET ID IS PRESENT
THE STOP SIGN SHALL BE MOUNTED FLUSH
TO THE TOP OF THE POST WHILE MAINTAINING
7 FEET MIN. CLEARANCE BETWEEN BOTTOM OF
SIGN AND GROUND LEVEL. ANY SIGN
INSTALLED BACK TO BACK WITH THE
STOP SIGN SHALL BE SMALLER THAN
THE STOP SIGN.

STOP, DO NOT ENTER OR YIELD
WHITE TYPE XI SHEETING
PRESSURE-SENSITIVE RED TRANSLUCENT
INK SILK-SCREENED CLEAR-COATED OR
ELECTRO-CUT (EC) FILM OR EQUIVALENT.

HARDWARE
FRONT: #18 HEX HEAD STAINLESS STEEL 5/16" x 3" BOLT
W/ 3/8" NYLON WASHER
BACK: 5/16" HEX HEAD STAINLESS STEEL NUT
W/ 3/8" STAINLESS STEEL WASHER.

- NOTES:**
1. ALL TYPE XI SHEETING UTILIZED
MUST BE ON THE FDOT APL LIST.
 2. SEE BCTED TECHNICAL POLICY
MEMO #TPM - 16-001 - SPECIFICATIONS
FOR RETROFLECTIVE TRAFFIC SIGN MATERIALS.

SQUARE TUBE SIGN POST

The Square Tube Sign Post
shall consist of a 2.5"
square tube inserted into a
2.5" square post receiver. Both
tubes will be perforated, hot-dipped
galvanized, 12-guage,
grade 50 steel. The post
shall be installed into the
slip base assembly shown in detail
"B".

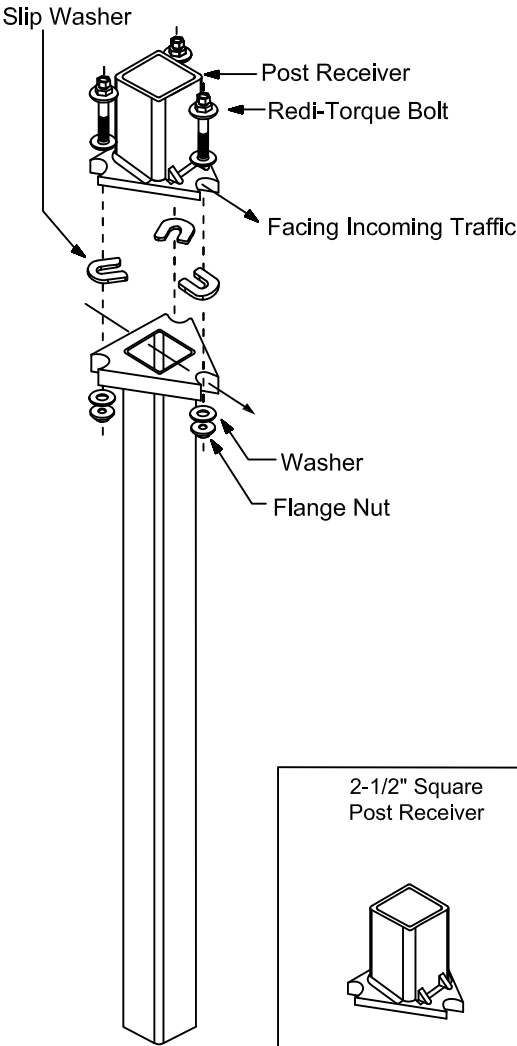
Notes:

1. Dimensions and certain details for the parts used to assemble the slip base connections are intentionally not shown. Slip base connections are patented manufactured products that are in compliance with NCHRP 350 crash test criteria. The base connection details are only shown on this plan to illustrate how the parts are assembled. The complete assembly must be designed to withstand 150 mph Base Wind Speed per 2013 AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals, 6th edition and interims.

2. For standard ground sign installation, see detail entitled " Ground Sign Assembly Details".

DETAIL "B"

Triangular Slip Base Assembly For
2-1/2" Perforated Square Tube Sign Post



Supplemental Sign
R3-5R
(Typical)

Anchor height not to exceed
4" above ground.

Slip Base Assembly
(See Detail "B")

REVISIONS

DATE	DESCRIPTION
04-09-2019	UPDATED MATERIAL NOTES
02-28-2020	ADDED ISOMETRIC VIEW
02-05-2021	UPDATED POST BASE HEIGHT



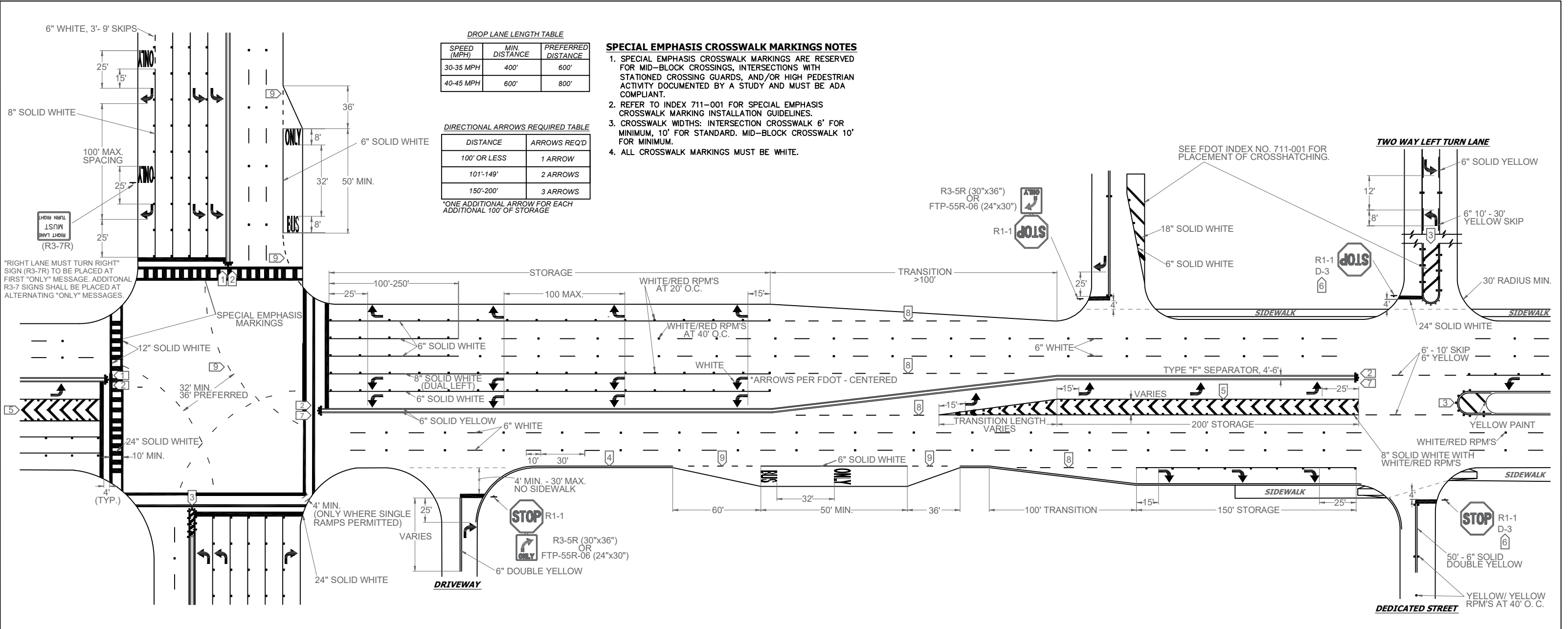
PUBLIC WORKS DEPARTMENT
TRAFFIC ENGINEERING DIVISION

DESIGN BY: CARMELO CARATOZZOLO, P.E.	SCALE: NTS
DRAWN BY: STEPHON RAMOUTAR	
CHECKED BY: ANDREW SEBO, P.E., PTOE	

STOP SIGN AND STREET
IDENTIFICATION ASSEMBLY
TYPICAL DETAILS

SHEET
NO.

1 OF 1



NOTES

- 1. ALL PAVEMENT MARKINGS SHALL BE ALKYD BASED THERMOPLASTIC AND FULLY RETROREFLECTORIZED.
- 2. ALL PAVEMENT MARKINGS ON PAVER SYSTEMS SHALL BE 3M 380/381 SERIES TAPE OR EQUIVALENT AND APPLIED WITH P60 ADHESIVE AS PER MANUFACTURERS SPECIFICATIONS.
- 3. ALL PAVEMENT MARKINGS AND SIGNING SHALL BE IN ACCORDANCE WITH THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES", BCTD STANDARDS, AND FDOT DESIGN STANDARDS.
- 4. SEE FDOT INDEX NO 706-001 FOR PLACEMENT OF RPM's (FOR BULLNOSE RPM TREATMENT, SEE LEGEND NO. 1)
- 5. RPM's SHALL BE CLASS "B" OR EQUIVALENT, APPLIED WITH EPOXY OR BITUMINOUS ADHESIVE.
- 6. FDOT APPROVED SEALER SHALL BE USED WHEN APPLYING MARKINGS ON CONCRETE.
- 7. FOR BIKE LANE DETAILS SEE FDOT INDEX NO. 711-002.
- 8. EXISTING MARKINGS SHALL BE REMOVED BY WATER BLASTING OR SAND BLASTING.
- 9. ALL STOP LINES TO BE 4' BEHIND CROSSWALK OR SIDEWALK.
- 10. PAVEMENT MARKING REFLECTIVITY SHALL BE UNIFORM ACROSS THE ENTIRE STRIPE AND SHALL HAVE A MINIMUM REFLECTIVITY READING OF 250 MILLICANDELAS FOR WHITE AND 175 MILLICANDELAS FOR YELLOW.
- 11. ALL PRODUCTS MUST BE ON FDOT'S APPROVED PRODUCTS LIST (APL).
- 12. RPMS SHALL NOT BE INSTALLED ADJACENT TO BIKE LANES.
- 13. LONGITUDINAL CROSSWALK MARKINGS SHALL BE INSTALLED AT ALL CROSS STREETS ON COUNTY ROADS THAT ARE FOUR LANES OR GREATER.

LEGEND

1 YELLOW/YELLOW RPM DETAILS

2 MEDIAN NOSE PAINT DETAILS

3 PAINTED MEDIAN DETAILS

4 EDGE LINE DETAILS

5 CHEVRON DETAILS - CROSSWALK AREAS AND IN FRONT OF CURB RAMPS

6 STREET NAME BLADE DETAILS

7 TYPE IV SEPARATOR DETIALS

8 6'-10' SKIP DETAILS

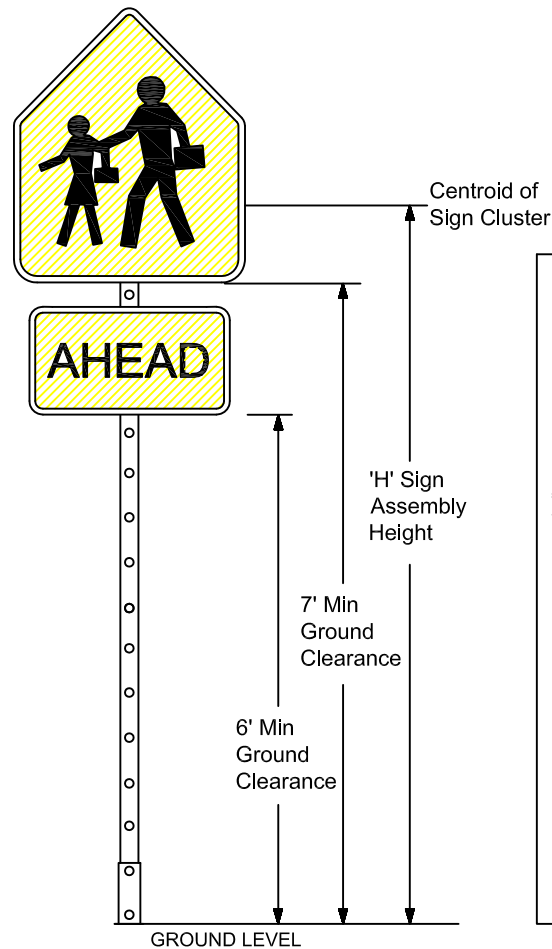
9 2'-4' SKIP DETAILS

STOP SIGN NOTE

WHERE SIDE ROADS INTERSECT A MULTI LANE STREET OR HIGHWAY THAT HAS A SPEED LIMIT OF 45 MPH OR HIGHER, THE MINIMUM SIZE OF THE STOP SIGNS FACING THE SIDE ROAD APPROACHES, EVEN IF THE SIDE ROAD ONLY HAS ONE APPROACH LANE, SHALL BE 36"x36".

WHERE SIDE ROADS INTERSECT A MULTI-LANE (INCLUDING TURN LANE) STREET OR HIGHWAY THAT HAS A SPEED LIMIT OF 40 MPH OR LOWER, THE MINIMUM SIZE OF THE STOP SIGN FACING THE SIDE ROAD APPROACHES SHALL BE 36"x36".

1. Calculate the Total Panel Area and the centroid 'C' for an individual sign or a sign cluster.
2. Determine the height 'H' from the groundline for the individual sign or the cluster.
3. Consult the Post Size Table and find the intersection point.
4. Design the post and the foundation according to the required Post Size and Assembly Details.



		Post Size Table				
		'H' Sign Assembly				
		Height (ft) (measure from ground)				
		8	8.5	9	9.5	10
Total Panel Area (sf)	3	Sign Post with 3" x 7 ga. Square Anchor				
	4					
	5					
	6					
	7					
	8	Sign Post with Triangular Slip Base Assembly				
	9					
	10					
	11					
	12					
	13	Two Post Installation Required with Triangular Slip Base				
	14					
	15					
	16					
	17					
	18					
	19					
20+						

Sign Post with 3" x 7 ga. Square Anchor

SQUARE TUBE SIGN POST
THE SQUARE TUBE SIGN POST SHALL BE 2.5" SQUARE, PERFORATED, HOT-DIPPED GALVANIZED, 12-GUAGE, GRADE 50 STEEL. THE POST SHALL BE INSTALLED WITH IN-GROUND FITTED SLEEVE ANCHOR AS SHOWN IN DETAIL.

2-1/2" x 10' x 12 ga. PSST

42"

3" x 3" x 42" 7 ga. heavy duty galvanized anchor

0.75"

1.75"

min. 8" post Insertion

Ø17/32" Holes 2 ea. x 4 Sides

GROUND LEVEL

38" Burial Depth

4" Max.

Ground Level

Hardware includes 2 each 3/8" x 3-1/2" GR. 8 Flanged Shoulder Bolt and Flange Nut.

Sign Post with Triangular Slip Base

The drawing consists of three main parts: a full assembly view on the left, a detailed view of the slip base on the right, and a detail of the post receiver in a box at the bottom right.

Full Assembly View (Left): Shows a sign post with a rectangular top sign, an octagonal stop sign, and a rectangular plaque below it. The post is labeled "SQUARE TUBE SIGN POST".

Triangular Slip Base Assembly (Right): A detailed view of the base connection. It shows a "Triangular Slip Base Assembly For 2-1/2\" Perforated Square Tube Sign Post". Components labeled include: "Slip Washer", "Post Receiver", "Redi-Torque Bolt", "Facing Incoming Traffic", "Washer", and "Flange Nut".

Post Receiver Detail (Bottom Right): A box labeled "2-1/2\" Square Post Receiver" containing a diagram of the receiver component.

Text and Dimensions:

- SQUARE TUBE SIGN POST**
THE SQUARE TUBE SIGN POST SHALL CONSIST OF A 2.25\" SQUARE TUBE INSERTED INTO A 2.5\" SQUARE TUBE. BOTH TUBES WILL BE PERFORATED, HOT-DIPPED GALVANIZED, 12-GUAGE, GRADE 50 STEEL. THE POST SHALL BE INSTALLED INTO THE SLIP BASE ASSEMBLY SHOWN IN DETAIL.
- 4\" Max.** (Dimension for the height of the slip base assembly above ground level)
- Ground Level** (Indicated by a hatched line)

Note: Dimensions and certain details for the parts used to assemble the slip base connections are intentionally not shown. Slip base connections are patented manufactured products that are in compliance with NCHRP 350 crash test criteria. The base connection details are only shown on this plan to illustrate how the parts are assembled. The complete assembly must be designed to withstand 150 mph Base Wind Speed per 2013 AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals, 6th edition and interims.

REVISIONS	
DATE	DESCRIPTION
01-05-2016	N/A



<i>PUBLIC WORKS DEPARTMENT TRAFFIC ENGINEERING DIVISION</i>	
<i>DESIGN BY: YVES D'ANJOU, P.E</i>	<i>SCALE: NTS</i>
<i>DRAWN BY: STEPHON RAMOUTAR</i>	
<i>CHECKED BY: ANDREW SEBO, P.E., PTOE</i>	

GROUND SIGN ASSEMBLY DETAILS

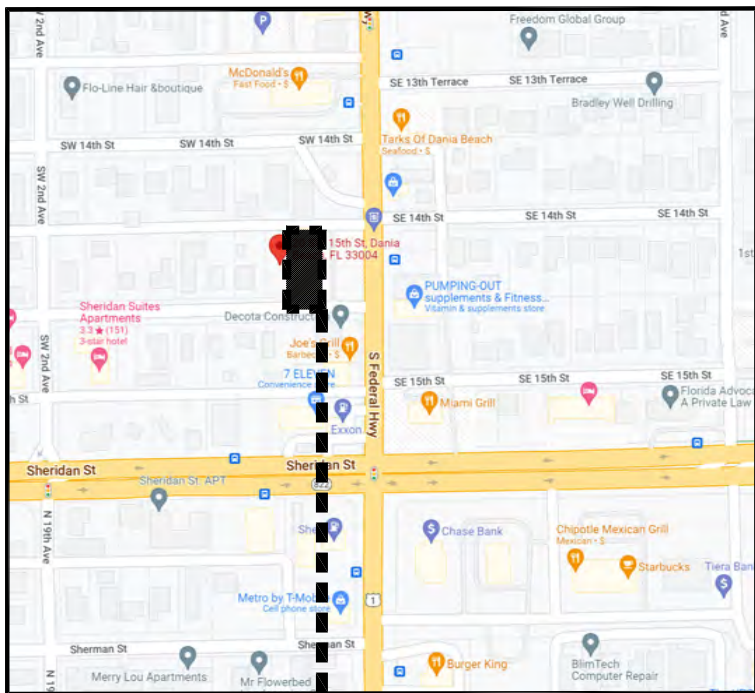
SHEET
NO.

1 OF 1



PROJECT DIRECTORY

LOCATION MAP:



THIS PROJECT

OWNER: STAR LIFE GROUP
VILLAS AT DANIA BEACH
20 SW 15 ST
DANIA BEACH,FL 33004

ARCHITECT
AD Architectural
Developers, LLC
AA26003068
OSCAR J. CABEZA AR#96758
1803 BANKS ROAD
MARGATE, FL, 33063
PH: (561) 213-7611
FAX: (561) 771-1731
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PROJECT MANAGER
& DEVELOPER
STAR LIFE GROUP
THE STAR LIFE GROUP
GEVORG SHAHBAZYAN
BROKER ASSOCIATE
PH: (305) 915-7737
EMAIL: THESTARLIFEGROUP@GMAIL.COM
WWW.THESTARLIFEGROUP.COM

FIRE ENGINEERING

ABTECH ENGINEERING INC. PE.40168

10396 WEST STATE ROAD 84,
SUITE 108
FORT LAUDERDALE, FL. 33324
PH: (954) 472-6050
EMAIL: BABU@ABTECHENGINEERING.COM

CIVIL ENGINEERING
GGB Engineering, Inc.
GARY G. BLOOM PE
GGB ENGINEERING, INC.
2699 STIRLING ROAD, SUITE C-202
FORT LAUDERDALE, FLORIDA 33312
PH- 954-986-9899, F-954-986-6655
GARY@GGBENG.COM

LANDSCAPE ARCHITECT

JAMES SCOTT MCCLURE LA#666695
MLA GROUP INC

1016 NE 45TH STREET
OAKLAND PARK, FLORIDA 33334
PH: (954) 763-4071
FAX: (954)337-0817
EMAIL: MLAGROUPINC@YAHOO.COM

DRAWING INDEX

	DATE 05.06.22	DATE 12.01.22 DRC SUBMITTAL	DATE 03.01.23 DRC REV.1	DATE 04.20.23 DRC REV.2
CIVIL				
C.1 PAVING, GRADING AND DRAINAGE PLAN				
C.1A WATER AND SEWER PLAN				
C.1B PAVEMENT MARKINGS AND SIGNAGE PLAN				
C.2 GENERAL NOTES				
C.3 CONSTRUCTION DETAILS				
C.4 CONSTRUCTION DETAILS				
C.5 CONSTRUCTION DETAILS				
C.6 CONSTRUCTION DETAILS				
C.7 CONSTRUCTION DETAILS				
1 OF 1 BCTD PAVEMENT MARKINGS AND SIGNS DETAIL				
1 OF 1 BCTD GROUND SIGN ASSEMBLY DETAILS				
1 OF 1 BCTD STOP SIGN AND STREET IDENTIFICATION				
C.8 STORM WATER POLLUTION PREVENTION PLAN				
C.9 STORM WATER POLLUTION NOTES & DETAILS				
C.10 STORM WATER POLLUTION NOTES & DETAILS				
LANDSCAPE				
LDS.1 LANDSCAPE PLAN & TREE SURVEY				
LDS.2 LANDSCAPE NOTES & DETAILS				
LDS.3 IRRIGATION PLAN				
LDS.4 IRRIGATION NOTES & DETAILS				
ARCHITECTURE				
ST.000 ADJACENT LAND USES				
ST.100 SITE PLAN				
ST.100.1 FIRE PROTECTION PLAN				
ST.101 COLOR SITE PLAN				
ST.102 PHOTOMETRICS				
ST.103 EXTERIOR RENDERS				
A.000 INTERIOR RENDERS				
A.001 INTERIOR RENDERS				
A.002 INTERIOR RENDERS				
A.003 INTERIOR RENDERS				
A.004 INTERIOR RENDERS				
A.100 1ST FLOOR				
A.101 2ND FLOOR				
A.102 3RD FLOOR				
A.103 ROOF PLAN				
A.200 ELEVATIONS				
A.201 ELEVATIONS				

VILLAS AT DANIA BEACH

MULTIFAMILY DEVELOPMENT
20 SW 15 ST DANIA BEACH,FL 33004

20 SW 15th St, Dania Beach



Dania Beach Utility Atlas

- Sanitary Sewer Lift Stations

Sanitary Sewer Force Main

Sanitary Sewer Manholes

Sanitary Sewer Gravity Pipe

Sanitary Sewer System Valve

Sanitary Sewer Fitting

Potable Water Hydrants
- Potable Water System Valves

Potable Water Fittings

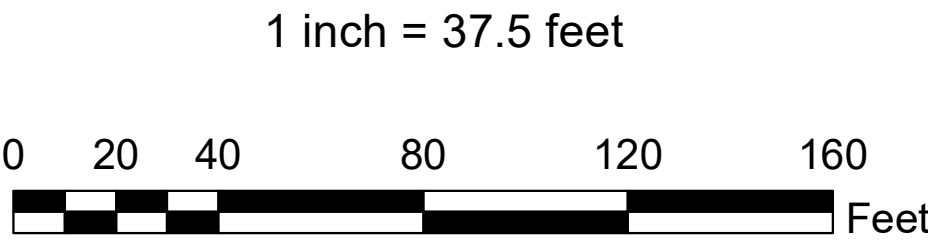
Abandoned Potable Water Main

Potable Water Main

SWManhole

DBswInlet

SWPipe



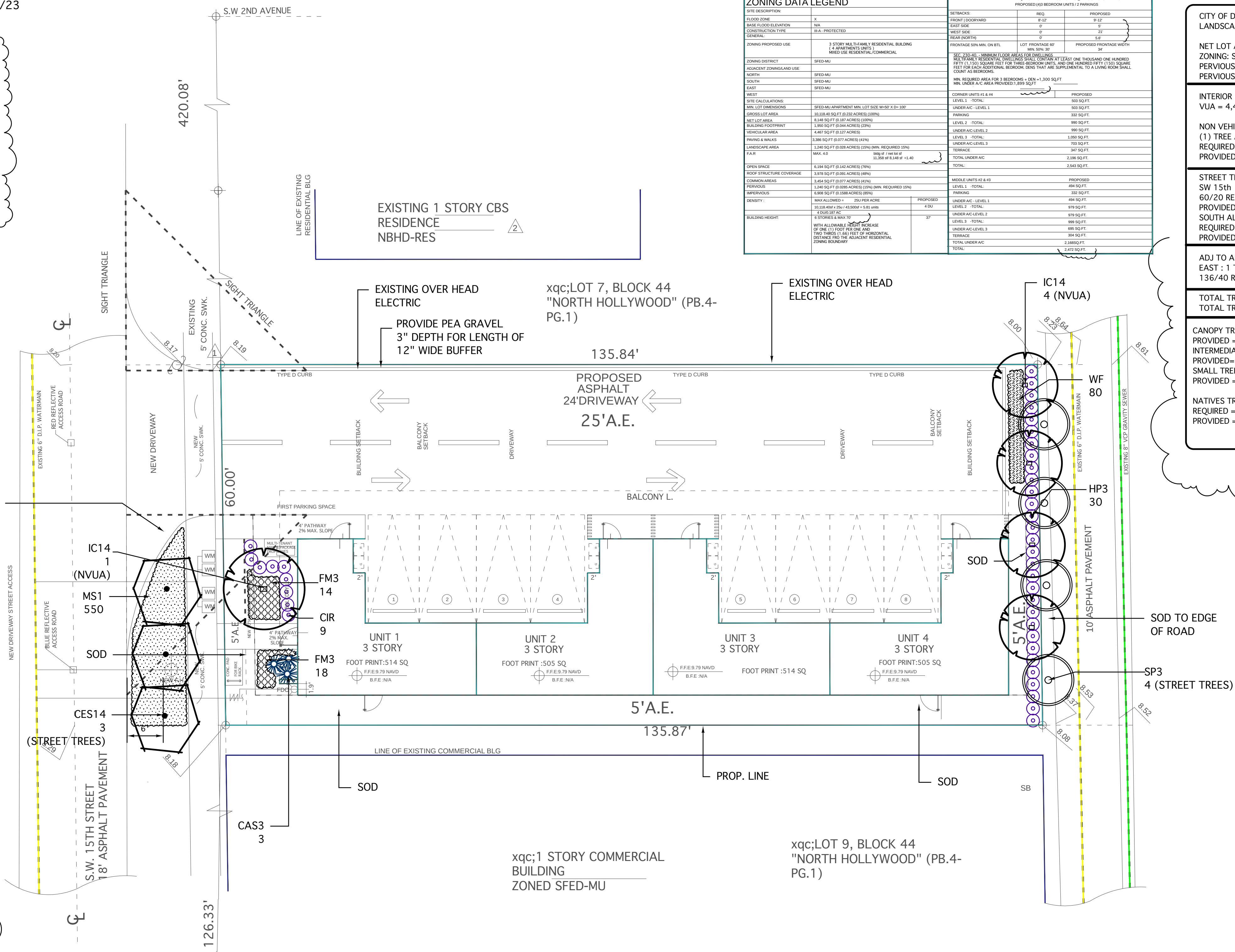
DANIA BEACH Public Services Department City of Dania Beach	
Requested by:	Mayra Jimenez Project Architect Architecture LLC
Reviewed by:	Darren Greene Manager Public Works & Utilities Dincer Ozaydin Public Services Deputy Director City of Dania Beach
Processed by:	Maria Magnolia Dominguez GIS Technician City of Dania Beach
Source: 2022 Dania Beach Utility Atlas	Dania Beach Date: 7/1/2022

of-3

NOTES:
CONTRACTOR SHALL DO OWN MATERIAL TAKE OFF FROM FROM THE PLANS.
CONTRACTOR SHALL FIELD VERIFY LOCATIONS OF ALL UNDERGROUND UTILITIES PRIOR TO STARTING WORK. ALL TREES/PALMS SHALL MAINTAIN A MIN. 5' SEPARATION.
CONTRACTOR SHALL RE-SOD/MULCH ALL AREAS IN POOR CONDITION OR DAMAGED BY CONSTRUCTION.
CONTRACTOR SHALL REPLACE ANY EXISTING LANDSCAPE MATERIALS IN POOR CONDITION OR DAMAGED BY CONSTRUCTION
SUBSTITUTIONS IN PLANTING MATERIALS SHALL BE APPROVED IN WRITING BY THE DANIA BEACH CITY ARBORIST PRIOR TO USE.
CONTRACTOR SHALL ADJUST,REPAIR OR REPLACE ANY IRRIGATION EQUIPMENT DAMAGED BY CONSTRUCTION.
REFER TO SHEET IR-1 FOR IRRIGATION LAYOUT WITHIN LIMITS OF WORK
REFER TO SHEET L-2 FOR EXISTING TREE INFORMATION
REFER TO SHEET L-3 FOR PLANTING DETAILS AND SPECIFICATIONS

[illegible]

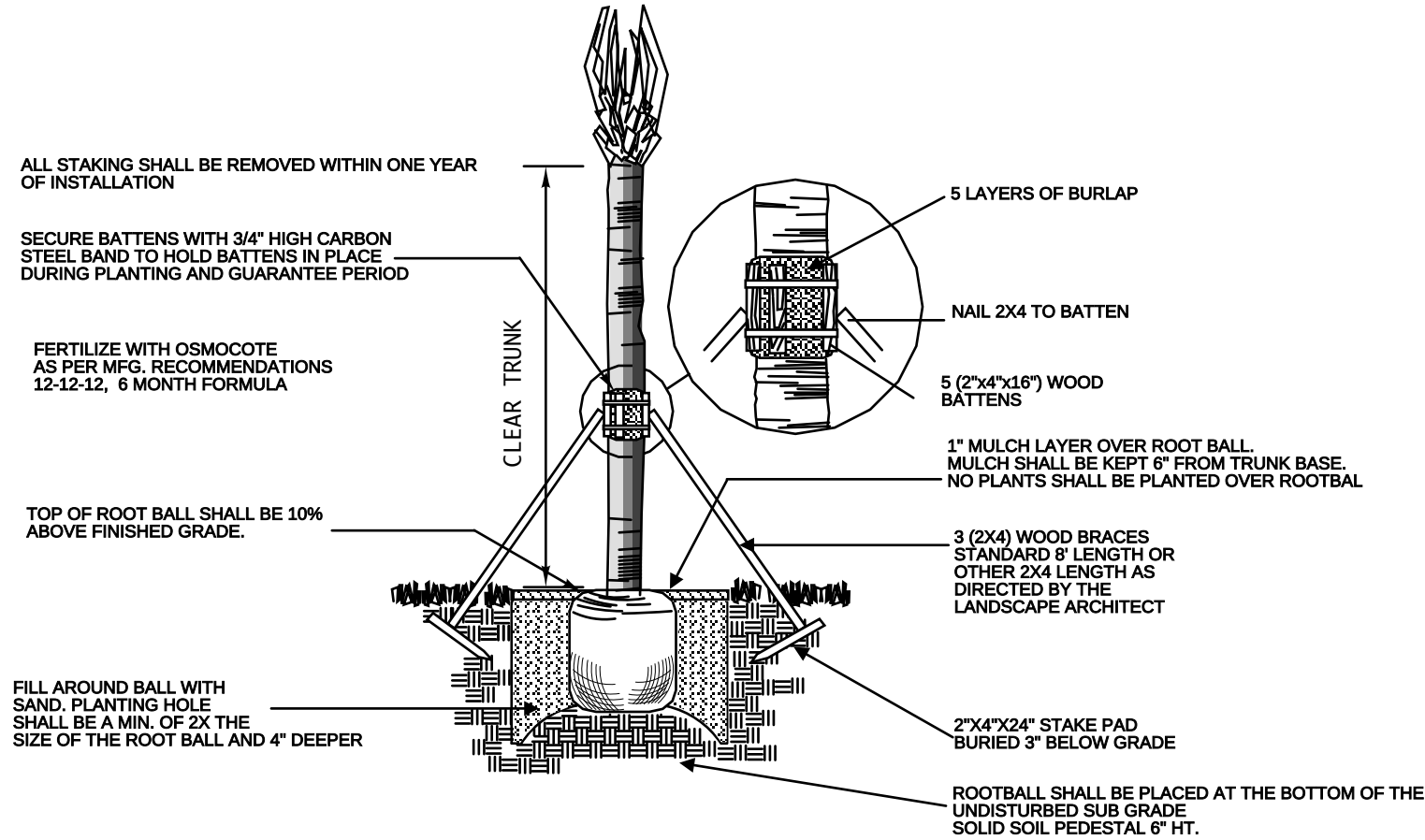
CANOPY TREES REQ. = 4 (40%) 14' HT. 2" DBH. 4.5' CT.
 PROVIDED = 4
 INTERMEDIATE TREES REQ. = 2 (30%) 12' HT. 2" DBH. 4' CT.
 PROVIDED = 2
 SMALL TREES REQ. = 1 (10%) 10' HT. 1.5" DBH. 3' CT.
 PROVIDED = 1
 NATIVES TREES/SHRUBS (Sec.275-60) 50%
 REQUIRED = 5 TREES (50%) / 4 SHRUBS (50%)
 PROVIDED = 8 TREES + 4 PALMS / SHRUBS AND GROUND COVERS = 589



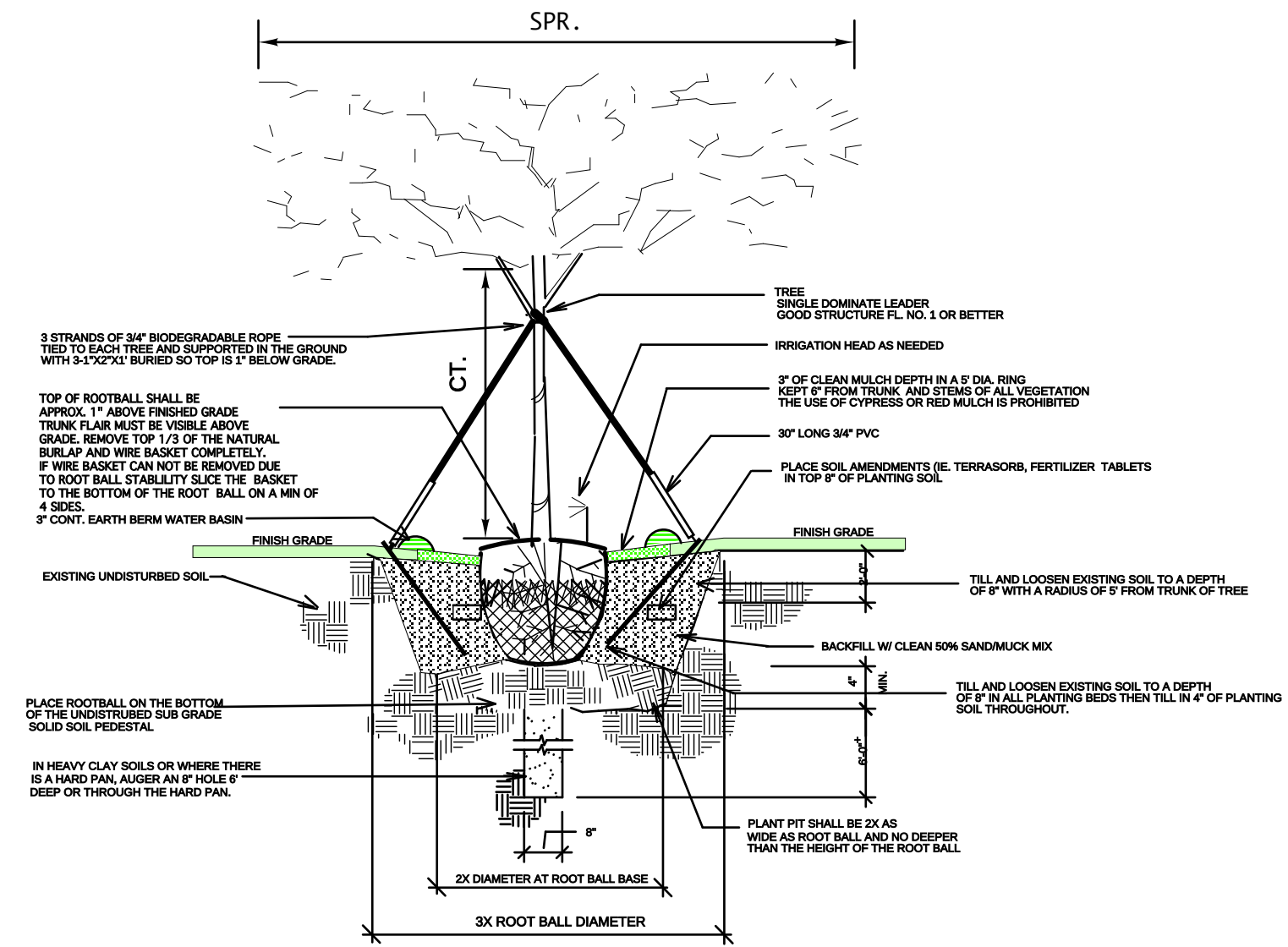
N O R T H

LANDSCAPE NOTES

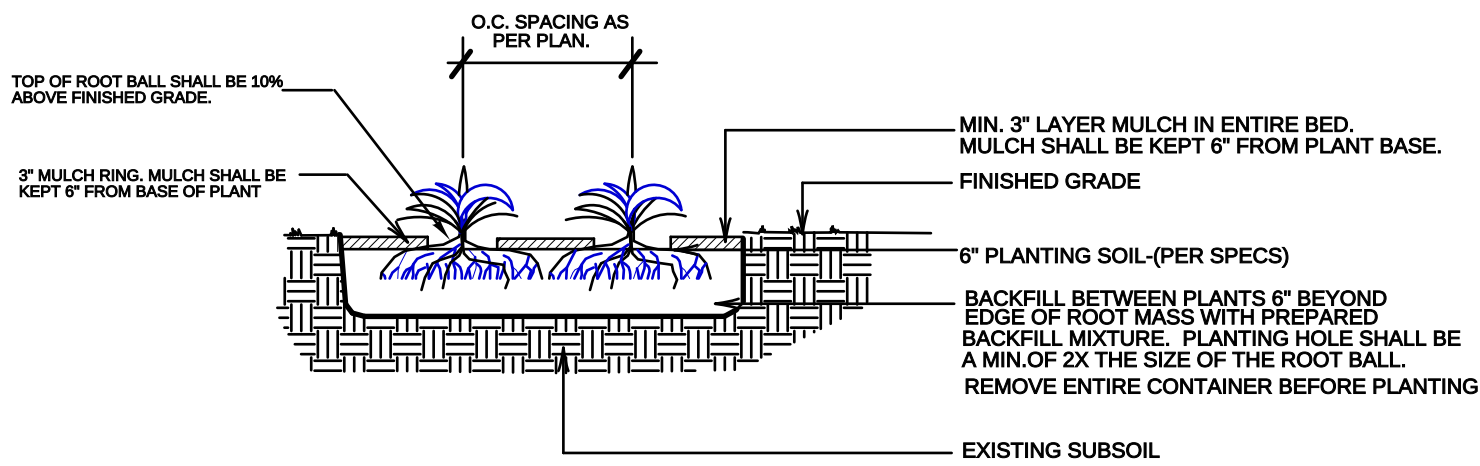
- ALL SIZES SHOWN FOR PLANT MATERIAL ON PLAN ARE TO BE CONSIDERED AS MINIMUMS. ALL PLANT MATERIAL MUST MEET OR EXCEED THESE MINIMUM REQUIREMENTS FOR BOTH HEIGHT AND SPREAD. ANY OTHER REQUIREMENTS FOR SPECIFIC SHAPE OR EFFECT AS NOTED ON THE PLAN WILL ALSO BE REQUIRED FOR FINAL ACCEPTANCE.
- ALL PLANT MATERIAL FURNISHED BY THE LANDSCAPE CONTRACTOR UNLESS OTHERWISE SPECIFIED SHALL BE FLORIDA NO.1 OR BETTER ACCORDING TO GRADES AND STANDARDS FOR NURSERY PLANTS LATEST EDITION 2001. ALL TREES DESIGNATED AS SINGLE TRUNK TREES SHALL HAVE SINGLE DOMINANT LEADER AND STRAIGHT TRUNK. THE PROPER STRUCTURE OF TREES IS MOST IMPORTANT. ALL TREES DESIGNATED AS MULTI-TRUNK TREES SHALL HAVE AT LEAST THREE (3) TRUNKS WITH EQUAL CALIPERS ORIGINATING AT THE GROUND OF THE TREES AND WITH ANGLES NO LESS THAN 45 DEGREES. TREES WITH BARK INCLUSION AND CODOMINANT TRUNKS AT ANY HEIGHT WILL NOT BE ACCEPTED. ALL TREES AND PALMS MUST BE GUYED WITH PROPER HORTICULTURAL AND ARBORICULTURAL TECHNIQUES. WE RECOMMEND THAT THE TREES BE STAKED WITH NATURAL HEMP IN LIEU OF WIRE OR OTHER SYNTHETIC MATERIAL. NAILING INTO TREES AND PALMS IS PROHIBITED. ALL STAKING SHALL BE REMOVED APPROX. TWELVE (12) MONTHS AFTER PLANTING OR AT TIME OF ESTABLISHMENT OF TREE. ALL PLANTING TO BE DONE IN ACCORDANCE WITH PROPER HORTICULTURAL PRACTICES.
- IN ADDITION TO THESE REQUIREMENTS ALL LOCAL LANDSCAPE CODES AND REQUIREMENTS SHALL BE MET IN ORDER TO SATISFY THE REVIEW AND APPROVAL OF THE CITY OF WESTON
- ALL PLANTING HOLES SHALL BE A MINIMUM OF 2 1/2 TIMES THE DIAMETER OF THE PLANT BALL. ALL PLANTING AREAS SHALL BE EXCAVATED TO REMOVE ALL OBJECTIONABLE MATERIALS, SUCH AS ASPHALT, SUB-BASE, CONCRETE, ROCK, CAUSTIC MATERIALS WITH AN EXCESSIVE SOIL PH, OR SIMILAR MATERIALS NOT SUITED FOR LANDSCAPE PLANTING. ALL BURLAP /SYNTHETIC BURLAP, SYNTHETIC STRING OR CORDS OR WIRE BASKETS SHALL BE REMOVED BEFORE PLANTING. ALL SYNTHETIC TAPE SHALL BE REMOVED FROM TREES BEFORE INSPECTION.
- ALL PLANT MATERIALS SHALL BE PLANTED IN PLANTING SOIL THAT IS DELIVERED TO THE SITE IN A CLEAN, LOOSE AND FRIABLE CONDITION. ALL PLANTING BEDS SHALL HAVE A MINIMUM OF 6" OF PLANTING SOIL, AND ALL SODDED AREAS SHALL HAVE 2" OF PLANTING SOIL. THIS SOIL SHALL BE TILED INTO EXISTING SOIL ON SITE. ALL SOIL SHALL HAVE A WELL DRAINED CHARACTERISTIC. SOIL MUST BE FREE OF ALL ROCKS, STICKS, OBJECTIONABLE DEBRIS INCLUDING WEEDS AND WEED SEED. RECYCLED COMPOST IS ENCOURAGED AS A SOIL AMENDMENT.
- ALL PLANT MATERIALS SHALL BE THOROUGHLY WATERED IN AT THE TIME OF PLANTING. NO DRY PLANTING SHALL BE PERMITTED. ALL PLANT MATERIALS SHALL BE PLANTED SUCH THAT THE TOP OF THE PLANT ROOT BALL IS FLUSH WITH THE SURROUNDING GRADE OR PLANTED AT 10% ABOVE THE SURROUNDING GRADE PER SPECIFICATIONS ON THE PLANTING DETAILS.
- ALL PLANT MATERIALS SHALL BE INSTALLED WITH FERTILIZER WHICH SHALL BE STATE APPROVED AS A COMPLETE FERTILIZER CONTAINING THE REQUIRED MINIMUM OF TRACE MINOR ELEMENTS IN ADDITION TO N-P-K, OF WHICH 50% OF THE NITROGEN SHALL BE DERIVED FROM AN ORGANIC SOURCE.
- ALL LANDSCAPE AREAS NOT COVERED BY SHRUBS OR GROUND COVERED SHALL BE COVERED BY SOD AND ALL AREAS NOT COVERED BY SOD SHALL BE COVERED WITH NONCYPRESS ARSENIC FREE MULCH, TO A MINIMUM DEPTH OF THREE (3) INCHES OF COVER WHEN SETTLED. ALL MULCH SHALL BE KEPT 2" FROM THE BASE OF ALL PLANT MATERIAL. THE WATER BASIN PARTICULARLY ON OAKS SHALL REMAIN FOR AT LEAST THREE (3) MONTHS.
- SOD SHALL BE (AS NOTED) SOLID SOD, AND SHALL BE LAID ON A SMOOTH PLANTING BASE WHICH HAS BEEN GRADED TO MEET THE DRAINAGE CHARACTERISTICS OF THE SITE. ALL SOD SHALL BE LAID WITH CLOSELY FITTED JOINTS, AND SHALL BE IN A GREEN AND HEALTHY GROWING CONDITION AT PLANTING.
- ALL LANDSCAPE AREA SHALL BE IRRIGATED BY A FULLY AUTOMATIC SYSTEM ADJUSTED TO PROVIDE 100% COVERAGE OF ALL LANDSCAPE AREAS WITH RAIN SENSOR. ALL HEADS SHALL BE ADJUSTED TO MIN. 100% OVERLAP. IRRIGATION SYSTEM SHALL BE RUST FREE WITH NO OVERSPRAY ONTO IMPERVIOUS AREAS. PVC RISERS SHALL BE PAINTED FLAT BLACK.
- ANY SUBSTITUTIONS TO PLANT MATERIALS FOR AREAS AND ITEMS ADDRESSED BY LOCAL CODES SHALL BE APPROVED BY THE CITY OF WESTON PRIOR TO WORK PERFORMED.
- ALL LANDSCAPE AREAS SHALL BE FINISH GRADED SUCH THAT THEY ARE 3.5" BELOW SURROUNDING PAVED SURFACES AS NOT TO IMPEDE THE FLOW OF DRAINAGE INTO LANDSCAPE AREAS AND TO ALLOW FOR A 3" MULCH LAYER.
- ALL NEW LANDSCAPED AREAS SHALL BE EXCAVATED OF ALL ROCK AND DEBRIS AND BACK FILLED WITH CLEAN DEBRIS FREE 50% SAND AND 50% MUCK
- CONTRACTOR SHALL PROVIDE SOD AND IRRIGATION TO EDGES OF RIGHT OF WAYS AND ALL PROPERTY LINES.
- ALL FREE STANDING UTILITIES AND SITE EQUIPEMENT MUST BE SCREENED ON THREE (3) SIDES WITH SHRUB MATERIAL EQUAL TO THE HEIGHT OF THE ELEMENT
- PLANTING PLAN TAKES PRECEDENT OVER PLANT LIST.
- TREES/PALMS SHALL BE STAKED OR GUYED FOR A PERIOD OF ONE YEAR OR UNTIL ESTABLISHMENT. ALL PLANT MATERIALS SHALL BE WARRANTED FOR 1 YEAR.



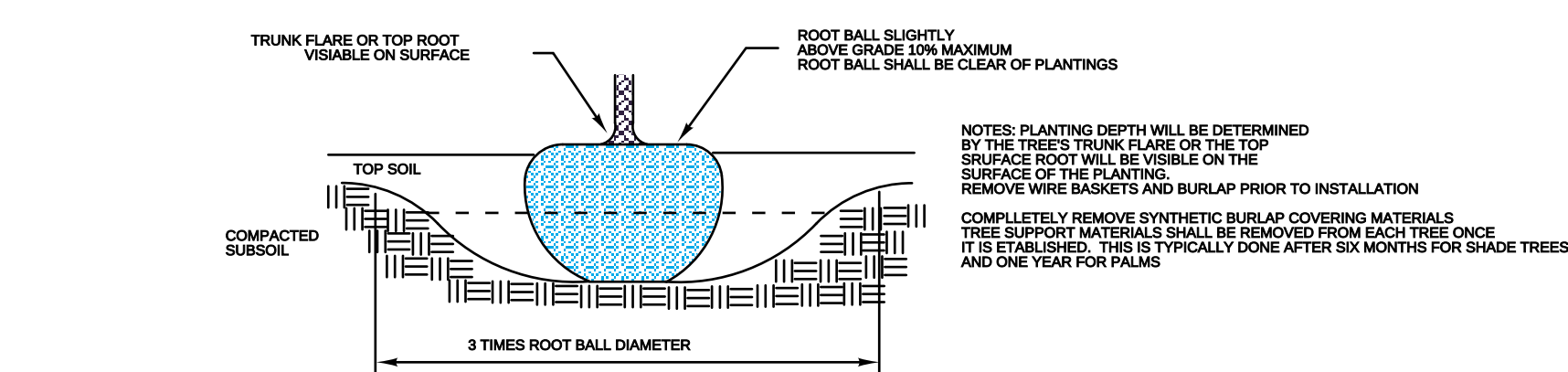
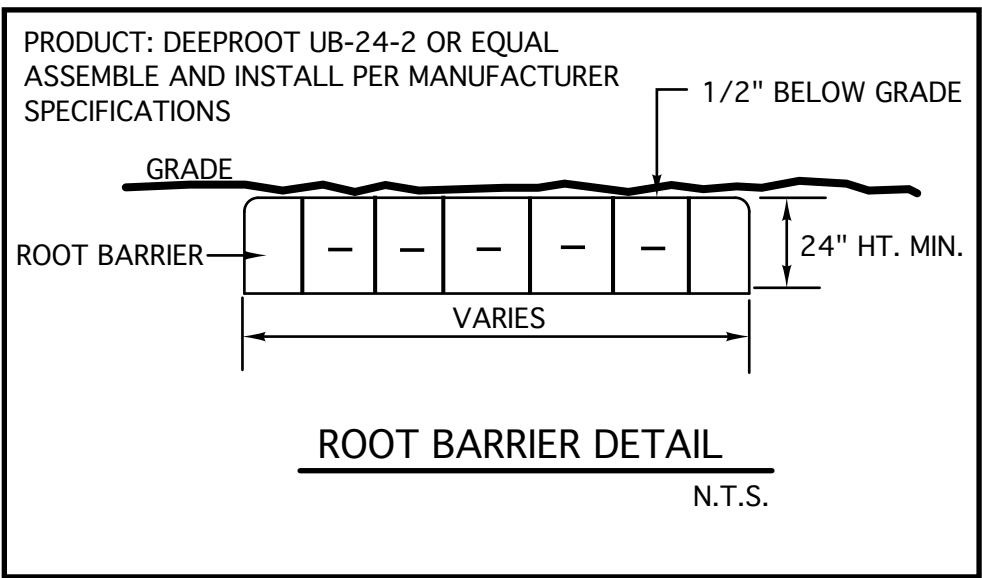
SABAL PALM PLANTING DETAIL
NOT TO SCALE



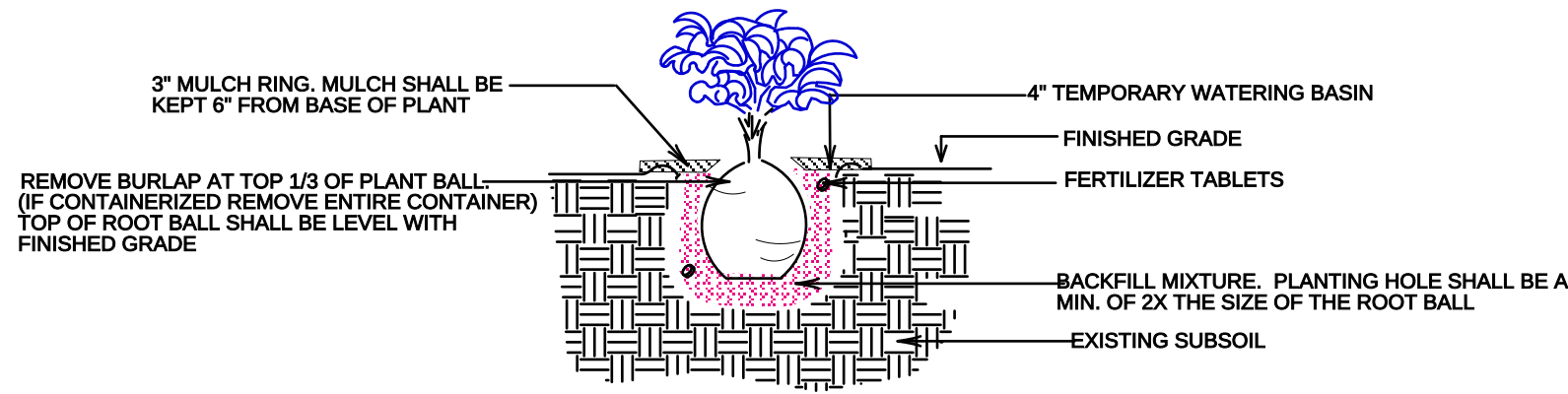
SINGLE TRUNK GUYING AND PLANTING DETAIL
NOT TO SCALE



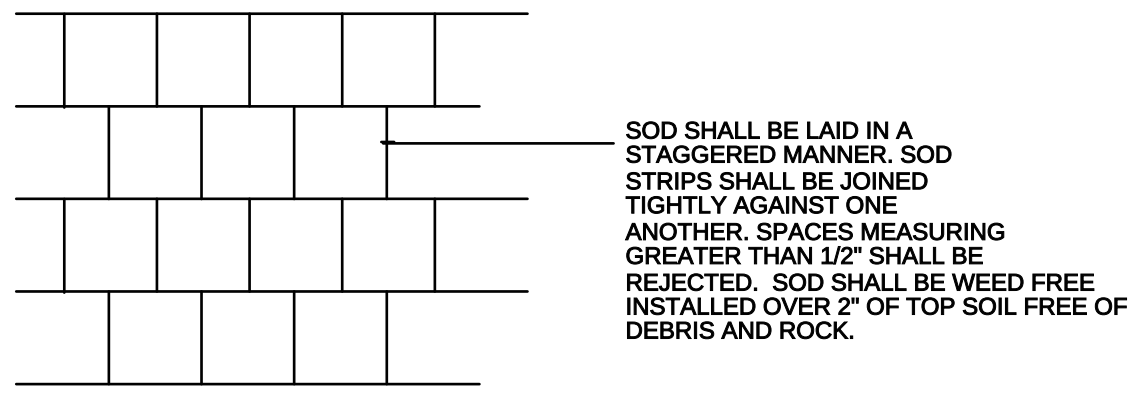
GROUNDCOVER/ANNUALS PLANTING DETAIL
NOT TO SCALE



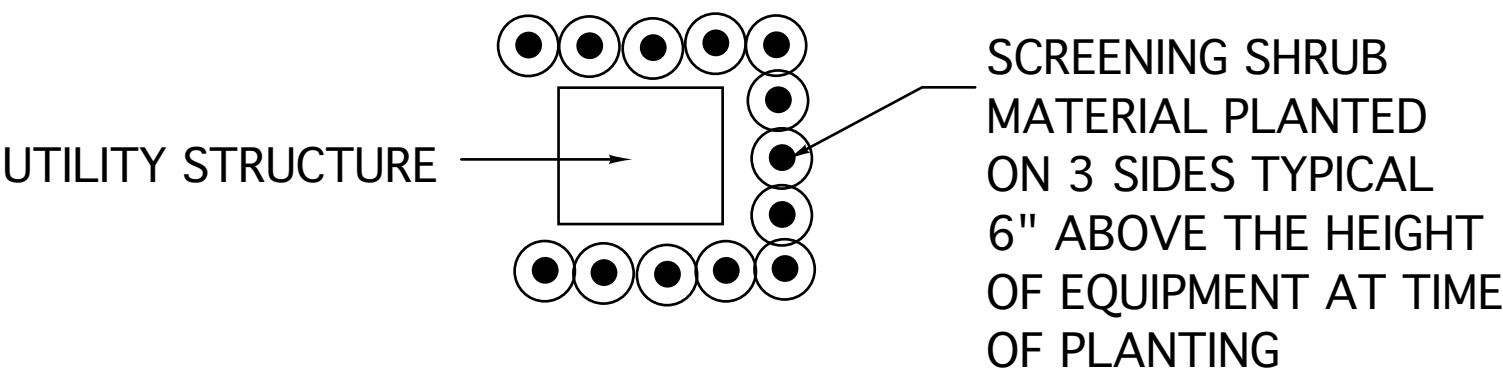
ROOT BALL DETAIL
NOT TO SCALE



SHRUB PLANTING DETAIL
NOT TO SCALE



SOD PLANTING DETAIL
NOT TO SCALE



TYPICAL UTILITY EQUIPEMENT DETAIL
NOT TO SCALE

REVISIONS:

DRC: 4/18/23

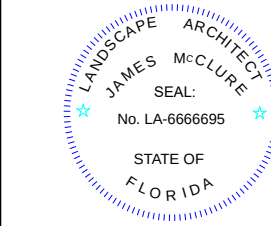
SHEET TITLE:

LANDSCAPE
DETAILS AND
SPECIFICATIONS

PROJECT:

3 TOWN HOMES
1825 N.E. 26TH AVENUE
FT. LAUDERDALE, FL 33305

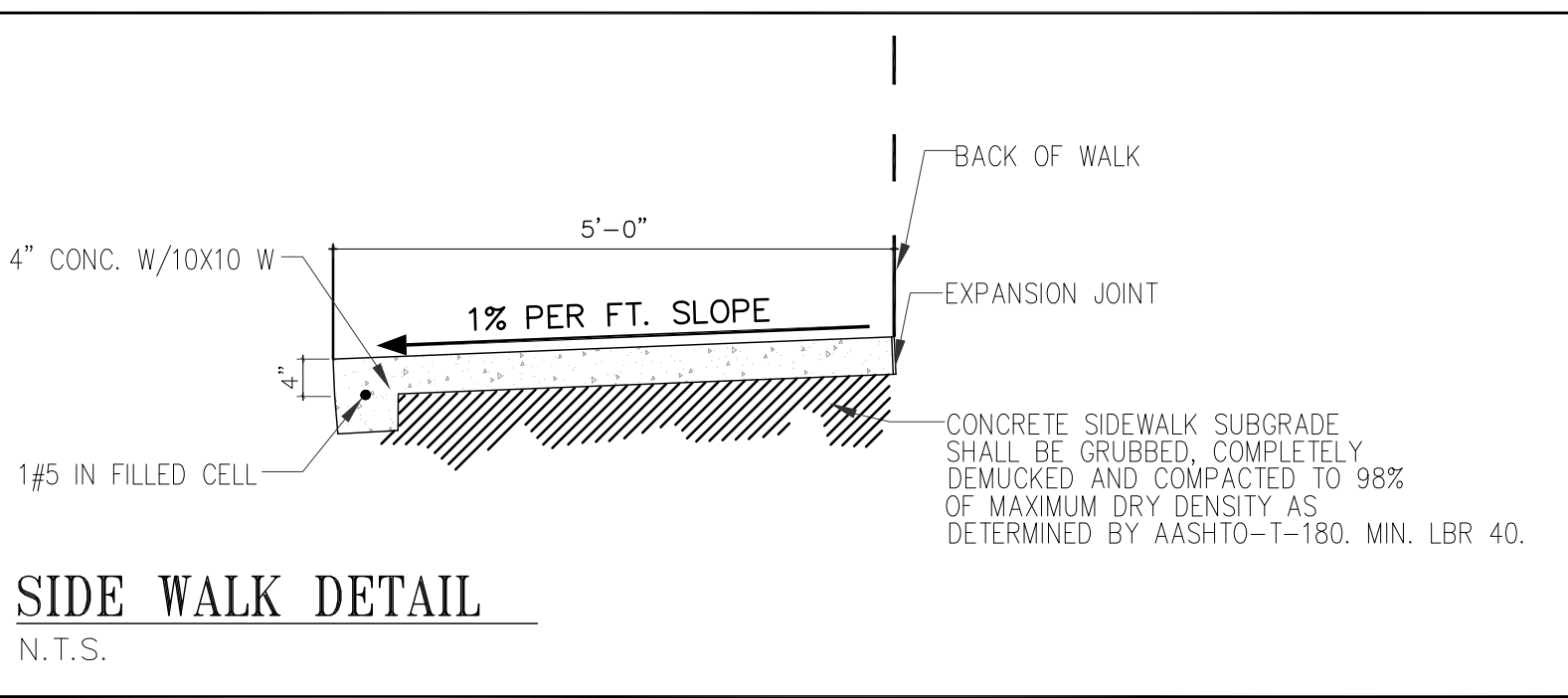
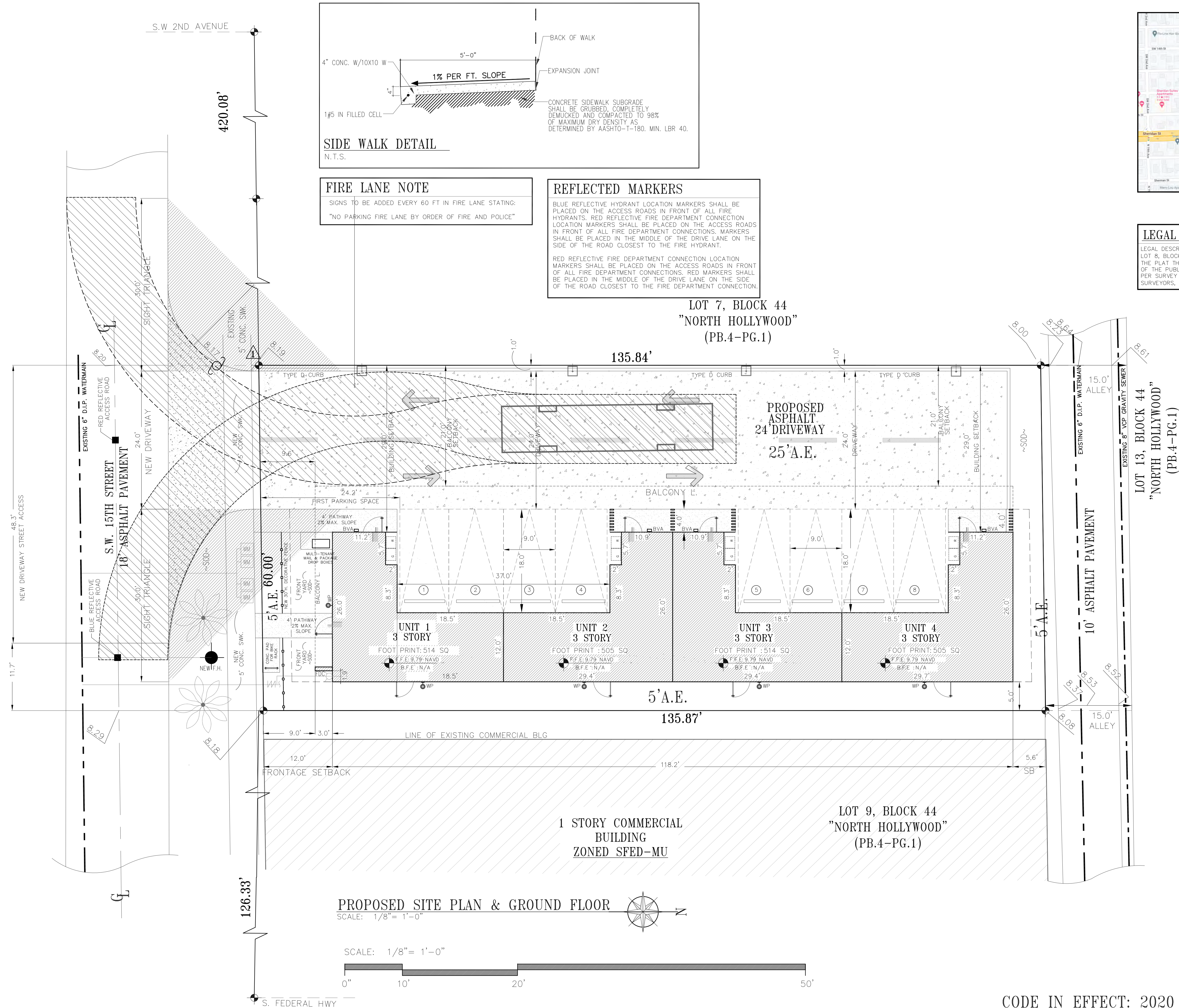
SEAL:



DATE DRAWN: 1/17/23

SHEET NO.

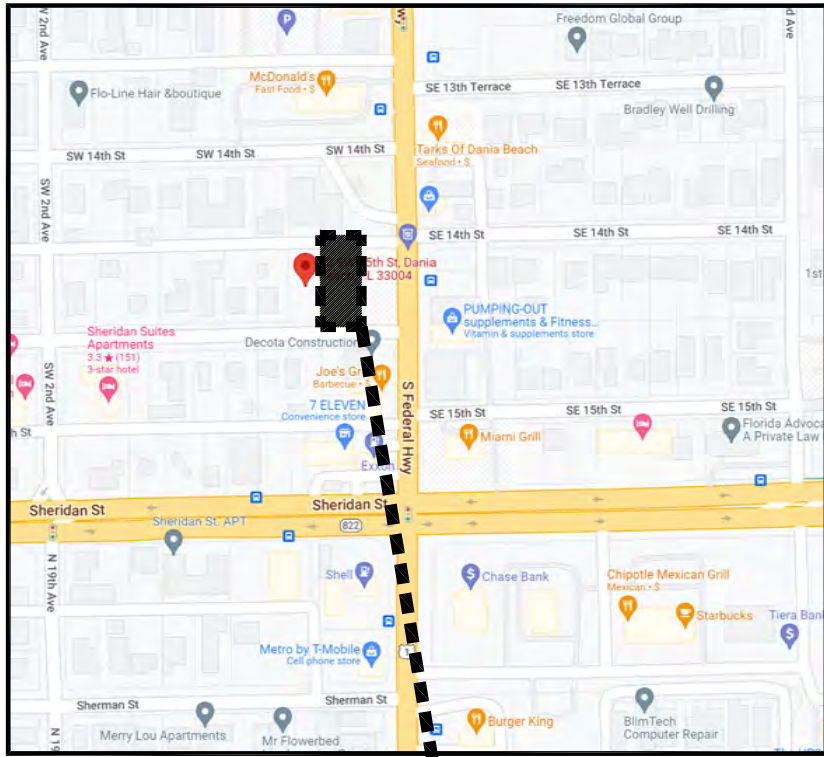
L-3



FIRE LANE NOTE
SIGNS TO BE ADDED EVERY 60 FT IN FIRE LANE STATING:
"NO PARKING FIRE LANE BY ORDER OF FIRE AND POLICE"

REFLECTED MARKERS
BLUE REFLECTIVE HYDRANT LOCATION MARKERS SHALL BE PLACED ON THE ACCESS ROADS IN FRONT OF ALL FIRE HYDRANTS. RED REFLECTIVE FIRE DEPARTMENT CONNECTION LOCATION MARKERS SHALL BE PLACED ON THE ACCESS ROADS IN FRONT OF ALL FIRE DEPARTMENT CONNECTIONS. MARKERS SHALL BE PLACED IN THE MIDDLE OF THE DRIVE LANE ON THE SIDE OF THE ROAD CLOSEST TO THE FIRE HYDRANT.
RED REFLECTIVE FIRE DEPARTMENT CONNECTION LOCATION MARKERS SHALL BE PLACED ON THE ACCESS ROADS IN FRONT OF ALL FIRE DEPARTMENT CONNECTIONS. RED MARKERS SHALL BE PLACED IN THE MIDDLE OF THE DRIVE LANE ON THE SIDE OF THE ROAD CLOSEST TO THE FIRE DEPARTMENT CONNECTION.

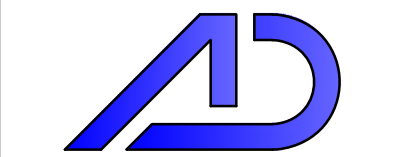
LOCATION MAP:



THIS PROJECT

LEGAL DESCRIPTION:

LEGAL DESCRIPTION:
LOT 8, BLOCK 44 OF "NORTH HOLLYWOOD", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 4, PAGE (1 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA AS PER SURVEY DATED JULY 24, 2014 BY B & B LAND SURVEYORS, INC.)



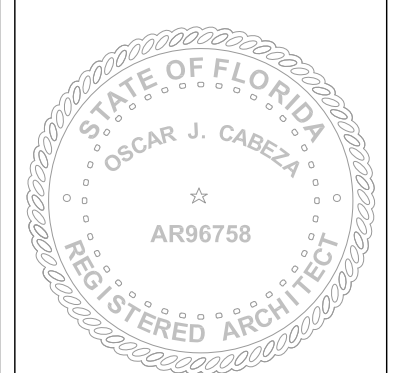
Architectural
Developers, LLC

AA26003068

ARCHITECTURE
SPACE PLANNING
INTERIOR DESIGN
PLANNING/ZONING

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MARGATE, FL 33063
Tel: 561 213-7611
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OSCAR CABEZA
ARCHITECT
No. AR96758

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OSCAR CABEZA.

VILLAS AT DANIA BEACH
MULTIFAMILY DEVELOPMENT
20 SW 15 ST DANIA BEACH, FL 33004

STAR LIFE GROUP

PROJECT NUMBER: 22-1343

DATE: 01.13.23

REV.1 DRC: 03.01.23

REV.2 DRC: 04.20.23

SHEET TITLE

FIRE
PROTECTION
PLAN

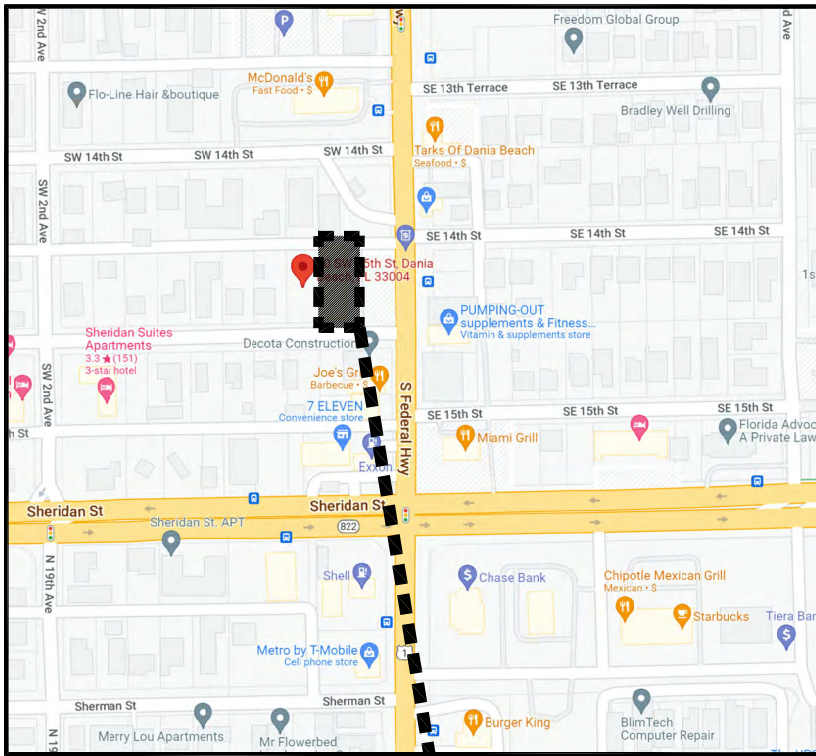
SCALE: AS NOTED

SHEET NO.

ST.100.1

CODE IN EFFECT: 2020 Florida Building Code

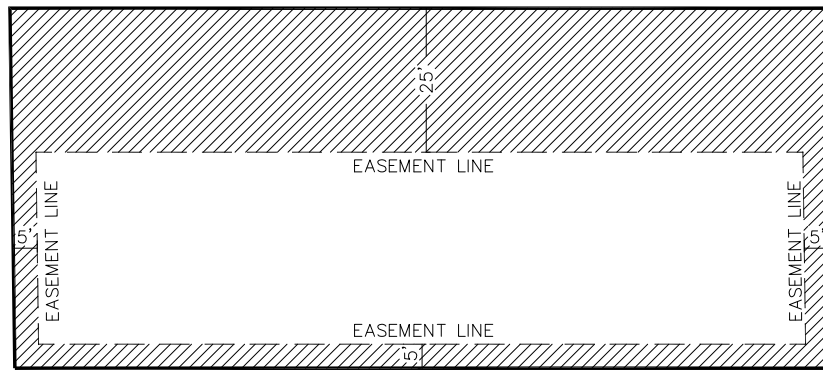
LOCATION MAP:



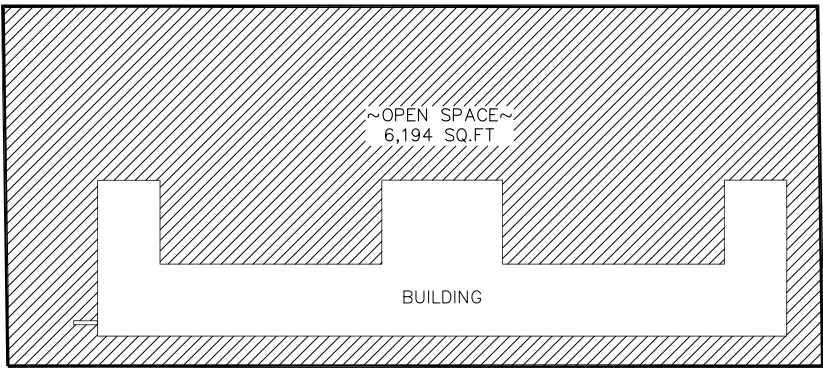
THIS PROJECT

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ACCESS EASEMENT SCHEMATIC PLAN



OPEN SPACE DIAGRAM

ZONING DATA LEGEND

SITE DESCRIPTION:	
FLOOD ZONE	X
BASE FLOOD ELEVATION	N/A
CONSTRUCTION TYPE	II-A - PROTECTED
GENERAL:	
ZONING PROPOSED USE	3 STORY MULTI-FAMILY RESIDENTIAL BUILDING (4 APARTMENTS UNITS) MIXED USE RESIDENTIAL/COMMERCIAL
ZONING DISTRICT	SFED-MU
ADJACENT ZONING/LAND USE	
NORTH	SFED-MU
SOUTH	SFED-MU
EAST	SFED-MU
WEST	NBHD-RES
SITE CALCULATIONS:	
MIN. LOT DIMENSIONS	SFED-MU APARTMENT MIN. LOT SIZE W=50' X D= 100'
GROSS LOT AREA	10,118.40 SQ.FT (0.232 ACRES) (100%)
NET LOT AREA	8,145.72 SQ.FT (0.187 ACRES) (100%)
BUILDING FOOTPRINT	1,971 SQ.FT (0.044 ACRES) (23%)
VEHICULAR AREA	4,467 SQ.FT (0.127 ACRES)
PAVING & WALKS	3,356 SQ.FT (0.077 ACRES) (41%)
LANDSCAPE AREA	1,240 SQ.FT (0.028 ACRES) (15%) (MIN. REQUIRED 15%)
F.A.R.	MAX. 4.0
OPEN SPACE	6,194 SQ.FT (0.142 ACRES) (76%)
ROOF STRUCTURE COVERAGE	3,978 SQ.FT (0.091 ACRES) (48%)
COMMON AREAS	3,454 SQ.FT (0.077 ACRES) (41%)
PERVIOUS	1,240 SQ.FT (0.028 ACRES) (15%) (MIN. REQUIRED 15%)
IMPERVIOUS	6,908 SQ.FT (0.158 ACRES) (85%)
DENSITY :	MAX ALLOWED = 17.2 DU/AC
BUILDING HEIGHT:	6 STORIES & MAX 70'

PARKING:	
REQ: 2 OR MORE BEDROOM UNITS @ 1.75 SPACES PER D.U. PROPOSED: (4)3 BEDROOM UNITS / 2 PARKINGS	
SETBACKS:	
FRONT / DOORYARD	REQ. 8'-12' PROPOSED 9'-12'
EAST SIDE	0' 5'
WEST SIDE	0' 21'
REAR (NORTH)	0' 34'
FRONTAGE 50% MIN. ON BTL	LOT FRONTAGE 60' MIN. 50% 30' PROPOSED FRONTAGE WIDTH 34'
SEC. 220-40 - MINIMUM FLOOR AREAS FOR DWELLINGS	
MULTIFAMILY RESIDENTIAL DWELLINGS SHALL CONTAIN AT LEAST ONE THOUSAND ONE HUNDRED FIFTY (1,150) SQUARE FEET FOR THREE-BEDROOM UNITS, AND ONE HUNDRED FIFTY (150) SQUARE FEET FOR EACH ADDITIONAL BEDROOM. DENS THAT ARE SUPPLEMENTAL TO A LIVING ROOM SHALL COUNT AS BEDROOMS.	
MIN. REQUIRED AREA FOR 3 BEDROOMS + DEN = 1,300 SQ.FT. MIN. UNDER A/C AREA PROVIDED 2,472 SQ.FT.	
CORNER UNITS #1	PROPOSED CORNER UNITS #4
LEVEL 1-TOTAL:	524 SQ.FT. 503 SQ.FT.
UNDER A/C - LEVEL 1	524 SQ.FT. 503 SQ.FT.
PARKING	332 SQ.FT. 332 SQ.FT.
LEVEL 2-TOTAL:	1,017 SQ.FT. 990 SQ.FT.
UNDER A/C-LEVEL 2	1,017 SQ.FT. 990 SQ.FT.
LEVEL 3-TOTAL:	1,050 SQ.FT. 1,050 SQ.FT.
UNDER A/C-LEVEL 3	723 SQ.FT. 703 SQ.FT.
TERRACE	347 SQ.FT. 347 SQ.FT.
TOTAL UNDER A/C	2,591 SQ.FT. 2,543 SQ.FT.
TOTAL W/ OPEN GARAGE:	2,923 SQ.FT. 2,875 SQ.FT.
MIDDLE UNITS #2 & #3	
LEVEL 1-TOTAL:	494 SQ.FT. 494 SQ.FT.
UNDER A/C - LEVEL 1	494 SQ.FT. 494 SQ.FT.
PARKING	332 SQ.FT. 332 SQ.FT.
LEVEL 2-TOTAL:	979 SQ.FT. 979 SQ.FT.
UNDER A/C-LEVEL 2	979 SQ.FT. 979 SQ.FT.
LEVEL 3-TOTAL:	999 SQ.FT. 999 SQ.FT.
UNDER A/C-LEVEL 3	695 SQ.FT. 695 SQ.FT.
TERRACE	304 SQ.FT. 304 SQ.FT.
TOTAL UNDER A/C	2,472 SQ.FT. 2,472 SQ.FT.
TOTAL:	2,804 SQ.FT.

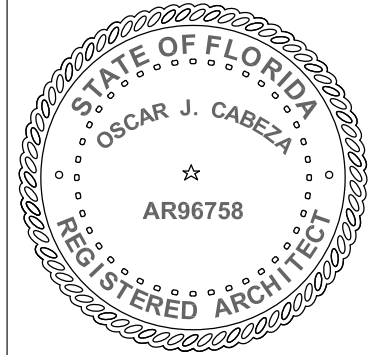


AA26003068

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OSCAR CABEZA
ARCHITECT
No. AR96758

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VILLAS AT DANIA BEACH
MULTIFAMILY DEVELOPMENT
20 SW 15 ST DANIA BEACH, FL 33004

PROJECT NUMBER: 22-1343

DATE:01.13.23

REV.1 DRC: 03.01.23

REV.2 DRC: 04.15.23

REV.5 DRC: 06.21.23

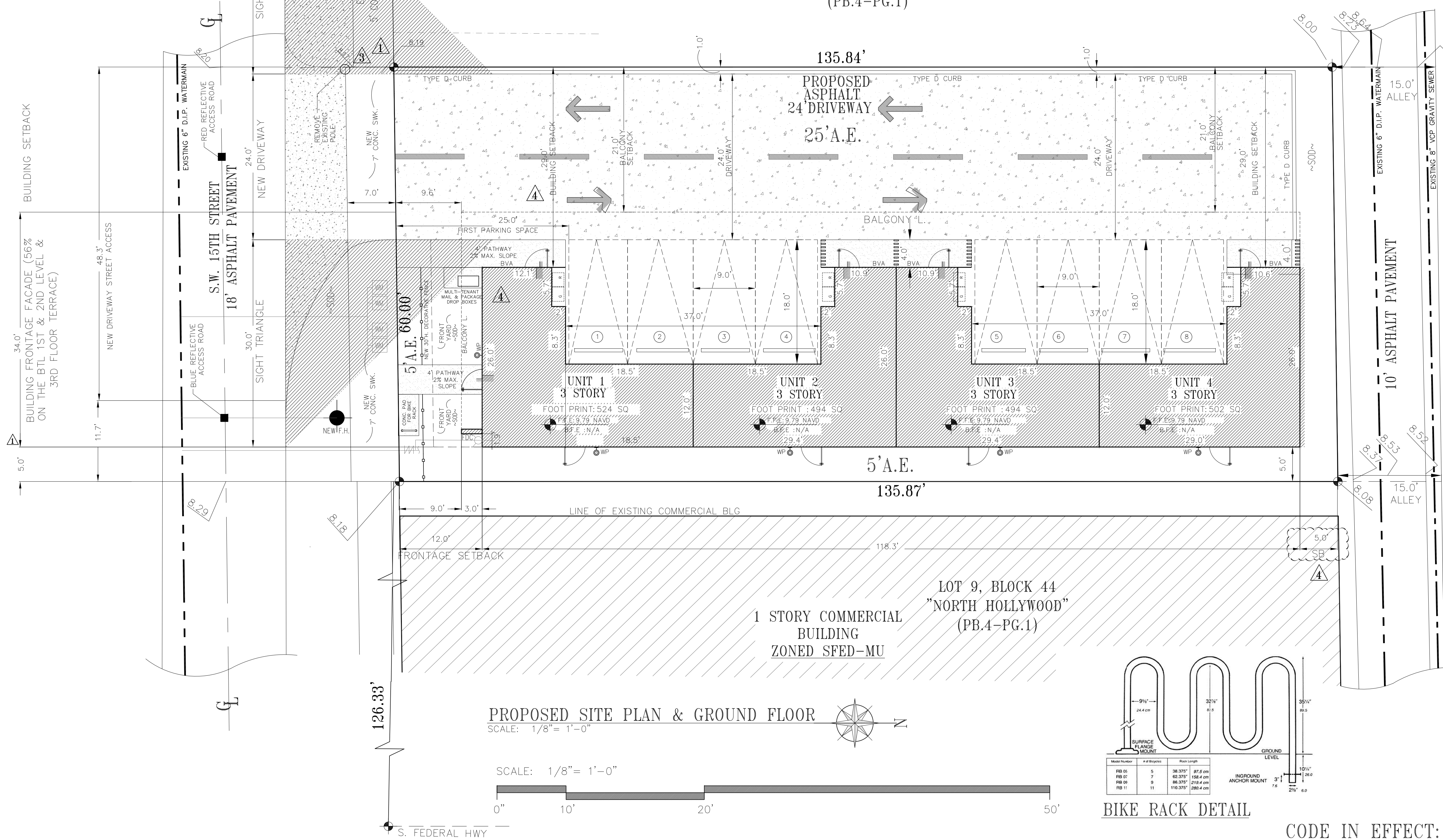
SHEET TITLE

SITE PLAN &
GND FLOOR

SCALE: AS NOTED

SHEET NO.

ST.100

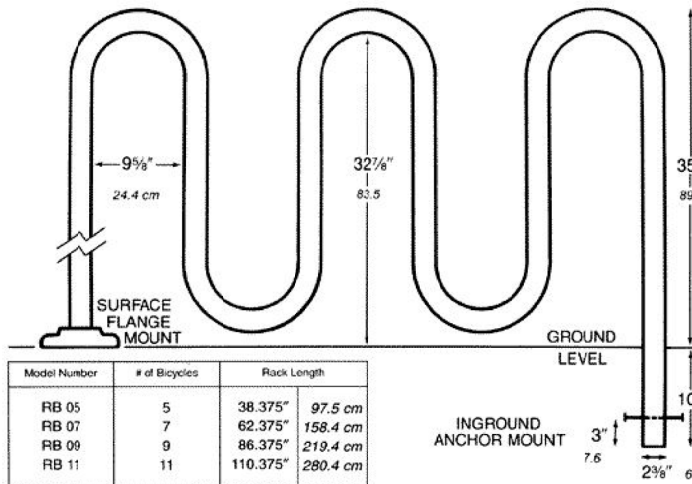


LEGEND

---	LOT LINES
---	BUILDING LINE
---	ROOF LINE
---	EXTO SANITARY LINES
---	EXTO WATER LINES
---	NEW WATER LINE
---	NEW SANITARY LINE
---	BUILDING FOOTPRINT
---	NEW ASPHALT
---	TRASH DISPOSAL SYSTEM
---	HOUSEHOLD GARBAGE
---	RECYCLE-65 GAL CART
---	30' x 30' TRIANGLES

DESIGN VARIATIONS REQUEST

- (E)Parking and loading. See article 306. Parking is permitted only in the second layer. Parking structures shall be set back from any secondary street by a minimum of thirty (30) feet, which setback may be occupied by a liner building.
Due to the shape of the lot, we are proposing parking along the lower side of the lot, each unit will have direct access to the parking but the 1st unit will have is first parking fall at 24'-2". The parking will be behind the main building structure so it will not be visible from street. We respectfully request a Design Variation to allow this 1st and only parking spot to be located with in the (30) feet. All other parking are complying and after that dimension.
- First 3 stories must be located on BTL. Current design does not comply. Portions of façade do not extend 50% of lot width on all floors. Request design variation as necessary
Due to the transitional set back line, the 3rd floor is pushed below the required 50%, however the second floor extend to it max and is at 56%. we respectfully request a Design Variation as it not feasible to extend 3rd floor due to set back line.
- Sec. 220-60 - proposed design requires waiver for rooftop mechanical equipment location.
we respectfully request a Design Variation to position the Mechanical equipment on the roof as the is not space available on first level for equipment and clearances. We have provided roof access at each unit and 48" parapets all around the building, additionally a fully screen around the units on the roof.

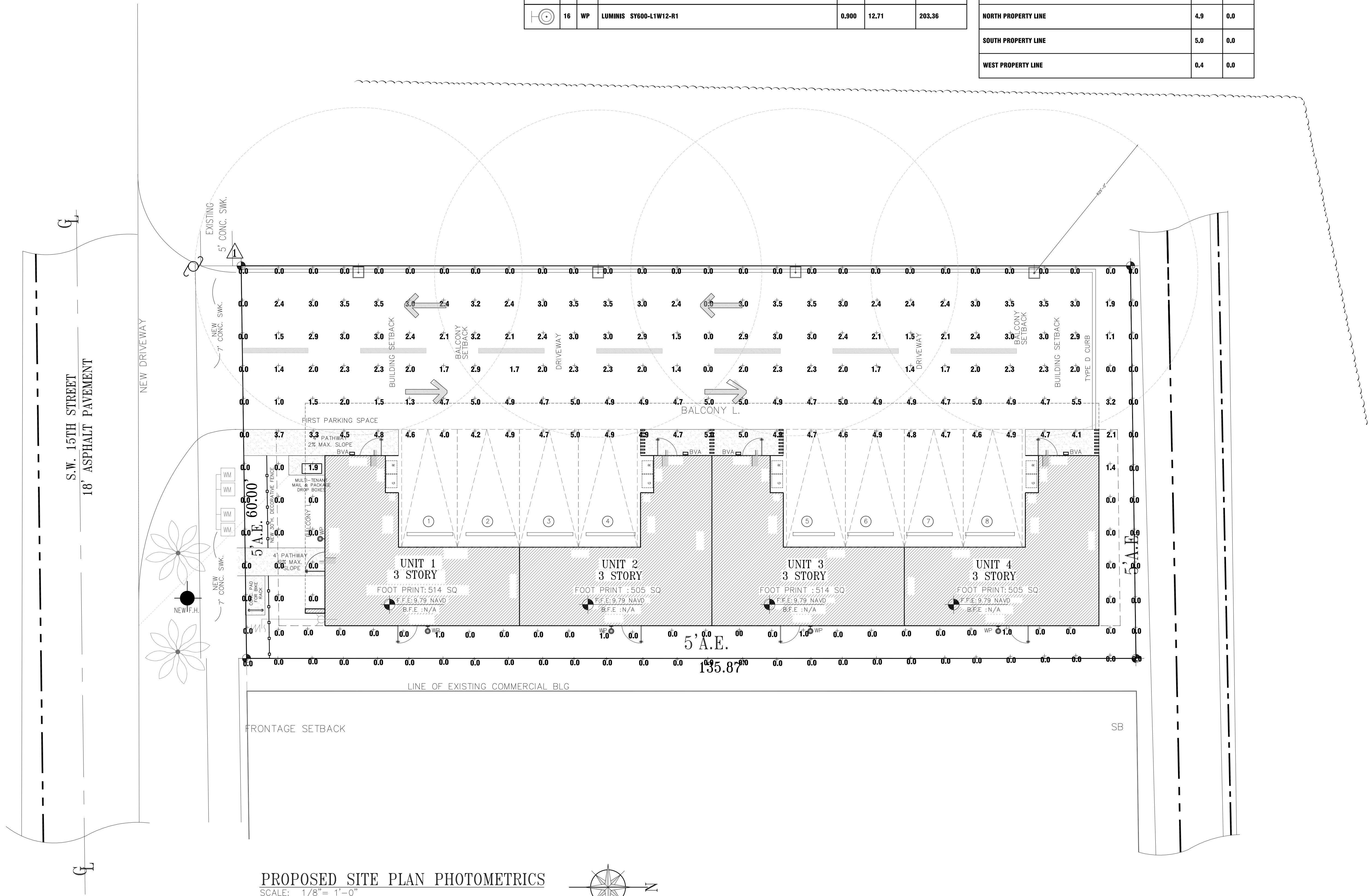


BIKE RACK DETAIL

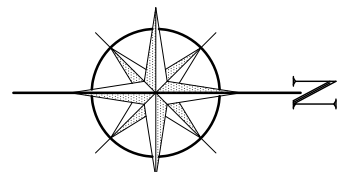
CODE IN EFFECT: 2020 Florida Building Code

LIGHTING FIXTURE SCHEDULE						
Symbol	Qty	Label	Description	LCF	Lum. Watts	Total Watts
	4	SA	PHILIPS GARDCO P21-A1-1-LCR-130LA-NW-VOLT-FINISH POLE MOUNT 20' A.F.G.	0.900	130	260
	8	BVA	BVA12W-L2L40-TYP4	1.0	904	11
	16	WP	LUMINIS SY600-L1W12-R1	0.900	12.71	203.36

Calculation Summary		
Label	Max	Min
PARK & DRIVE	3.0	0.5
EAST PROPERTY LINE	1.0	0.0
NORTH PROPERTY LINE	4.9	0.0
SOUTH PROPERTY LINE	5.0	0.0
WEST PROPERTY LINE	0.4	0.0



PROPOSED SITE PLAN PHOTOMETRICS
SCALE: 1/8" = 1'-0"

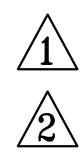




SOUTH VIEW- ENTRANCE



WEST VIEW- FRONT





Architectural
Developers, LLC

AA26003068

ARCHITECTURE

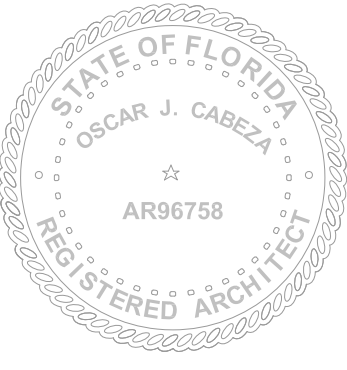
SPACE PLANNING

INTERIOR DESIGN

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VILLAS AT DANIA BEACH
MULTIFAMILY DEVELOPMENT
20 SW 15 ST DANIA BEACH, FL 33004

PROJECT NUMBER: 22-1343

DATE:01.13.23

REV.1 DRC: 03.01.23

REV.2 DRC: 04.20.23

SHEET TITLE

EXTERIOR
RENDERS

SCALE: AS NOTED

SHEET NO.

ST.103

A circular professional engineer seal for Ismael Leon. The outer ring contains the text "ISMAEL LEON" at the top and "PROFESSIONAL ENGINEER" at the bottom, separated by two stars. The inner circle contains the text "LICENSE" at the top, "No 40168" in the center, and "STATE OF FLORIDA" at the bottom, also separated by two stars.

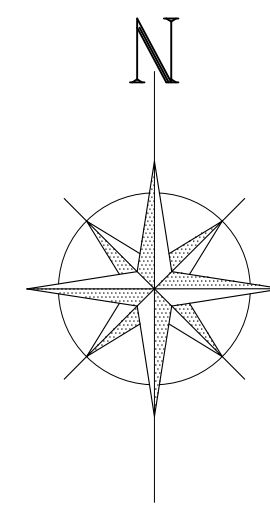
ISAMEL LEON, P.E.
FLORIDA REGISTRATION #40168
FLORIDA CA #5364

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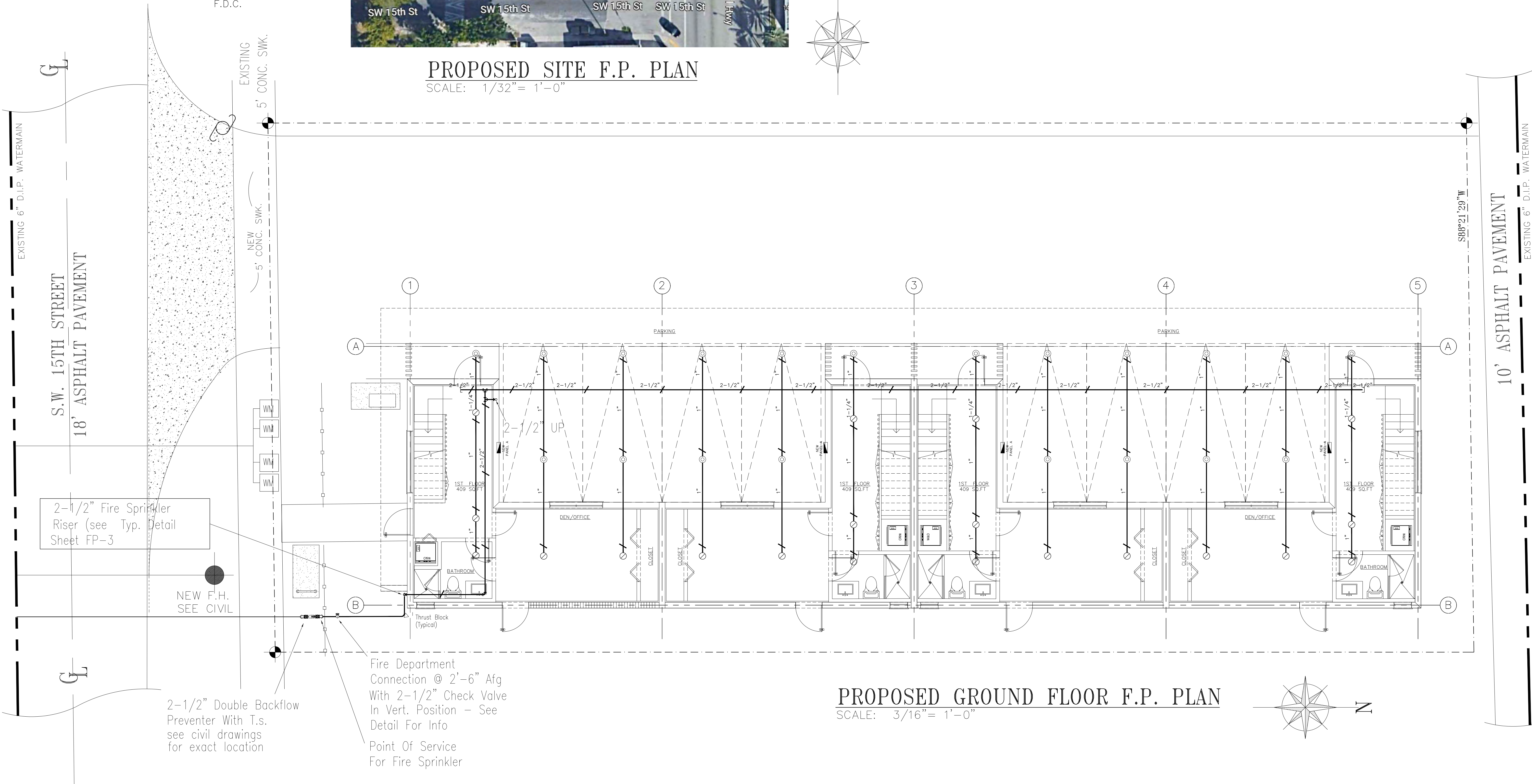
VILLAS AT DANIA BEACH
MULTI-FAMILY DEVELOPMENT

20 SW 15TH STREET
DANIA BEACH, FL

FP-1



SCALE: $1/32" = 1'-0"$



THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY
 CAMEL LEON, P.E. ON THE DATE INDICATED HERE.
 THIS SEAL IS VALID FOR THE STATE OF FLORIDA AND IS NOT VALID
 FOR ANY OTHER STATE OR COUNTRY.



Digitally signed
 by Ismael Leon
 Date: 2023.04.13
 12:49:03 -0400

CAMEL LEON, P.E.
 FLORIDA REGISTRATION #43718
 FLORIDA, U.S.A.

Issue: Date:

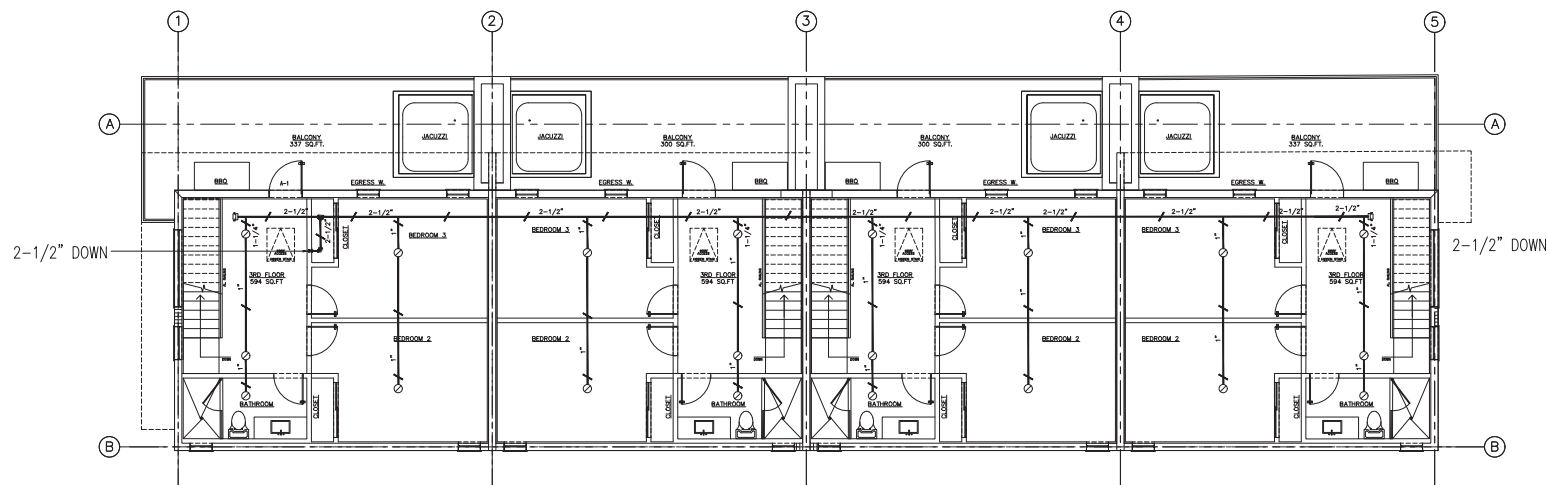
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 CONSULTING ENGINEERS
 10396 WEST STATE ROAD 84, SUITE 108
 TAMPA, FLORIDA 33624
 TEL: (954) 472-6050 FAX: (954) 475-0007

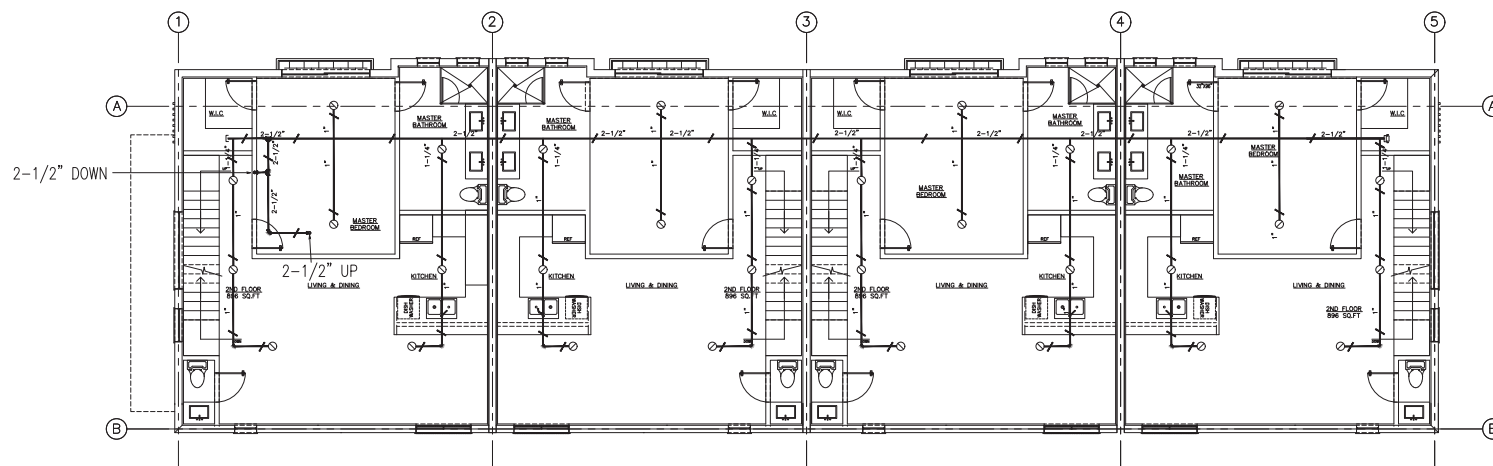
VILLAS AT DANIA BEACH
 MULTI-FAMILY DEVELOPMENT
 20 SW 17TH STREET
 DANIA BEACH, FL

SECOND AND
 THIRD FL. F.P. PLAN
 Checked: IL Date: 04-07-23
 BY

FP-2

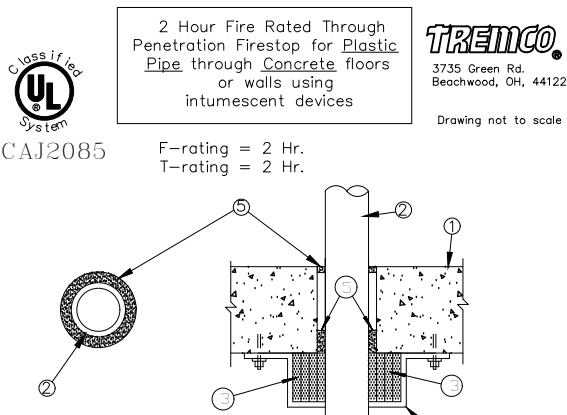


PROPOSED THIRD FLOOR F.P. PLAN
 SCALE: 3/16" = 1'-0"



PROPOSED SECOND FLOOR F.P. PLAN
 SCALE: 3/16" = 1'-0"





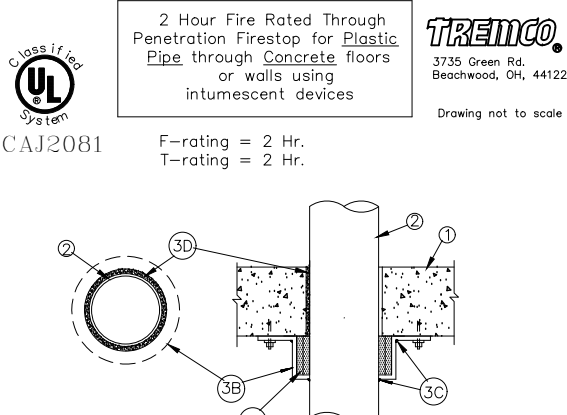
1 2 Hour Fire Rated Through Penetration Firestop for Plastic Pipe through Concrete Floors or walls using intumescent devices

CAJ2085

F-rating = 2 Hr.
T-rating = 2 Hr.

1 Floor or Wall assembly = Min. 4 1/2" thick concrete
2 Plastic Pipe = 3" (or smaller) Sch. 40 PVC pipe for use in closed or vented piping systems with a max. annular space of 1/4"
3 TREMstop WS = wrap strips, tightly wrapped 4 times around pipe
4 TREMstop MCR = steel restricting collar
5 FYRE-SL = Min. 1" thick sealant applied within annulus, flush with bottom of floor or both surfaces of wall
6 In floor, apply an additional 1/4" thickness sealant within annulus flush with top surface of floor

NOTE: In walls, install TREMstop WS/MCR device to both sides of wall.



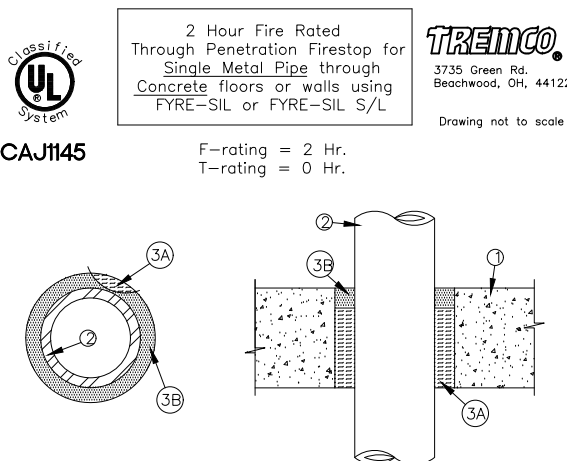
1 2 Hour Fire Rated Through Penetration Firestop for Plastic Pipe through Concrete Floors or walls using intumescent devices

CAJ2081

F-rating = 2 Hr.
T-rating = 2 Hr.

1 Floor or Wall assembly = Min. 4-1/2" thick concrete
2 Plastic Pipe = 3" dia. (or smaller) sch. 40 PVC pipe for use in closed or vented piping systems with nom. annular space of 1/4"
3 A) TREMstop WS = wrap strips, tightly wrapped 4 times around pipe
B) TREMstop MCR = steel restricting collar
C) FYRE-SL = Min. 1/4" thick sealant applied to the concrete/collar and collar/pipe interfaces.
D) Mortar = Min. 4-1/2" thickness of mortar, applied within annulus

NOTE: In walls, install TREMstop WS/MCR device to both sides of wall.



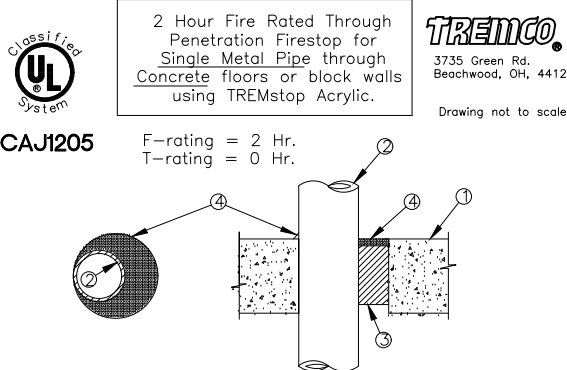
1 2 Hour Fire Rated Through Penetration Firestop for Single Metal Pipe through Concrete Floors or walls using FYRE-SL or FYRE-SL S/L

CAJ145

F-rating = 2 Hr.
T-rating = 0 Hr.

1 Floor or Wall assembly = 4 1/2" thick concrete
2 Steel Pipe = 4" diam (or smaller) Sch. 40 (or heavier) steel.
3 Annular space is max. 3/4"
A) 3/4" thick mineral wool (min 4.0 pcf), friction fitted.
B) 1" thickness of FYRE-SL or FYRE-SL S/L (floors only)

NOTE: For walls apply FYRE-SL to both surfaces of wall.

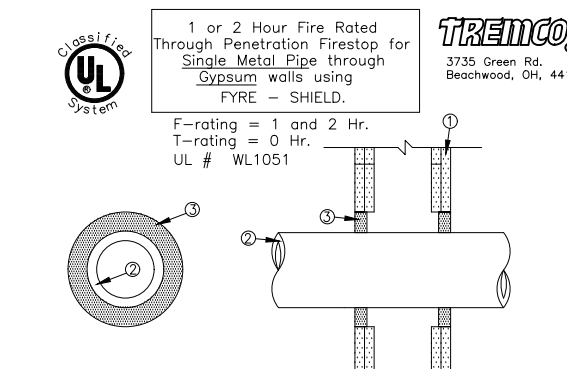


1 2 Hour Fire Rated Through Penetration Firestop for Single Metal Pipe through Concrete Floors or block walls using TREMstop Acrylic.

CAJ1205

F-rating = 2 Hr.
T-rating = 0 Hr.

1 Pre-Isolated Concrete Floors or Block Walls = Min. 4-1/2" thick, with annular space range of 0" to 7/8"
2 Steel Pipe = 4" dia. (or smaller) Sch. 40 (or heavier) steel.
Conduit = Nom. 6" dia. (or smaller) steel conduit or GFI.
Copper Pipe = 3" dia. (or smaller) Regular (or heavier) copper.
Cast iron Pipe = 4" dia. (or smaller) cast or ductile iron.
Copper Tubing = 3" dia. (or smaller) type L (or heavier) copper.
3 Packing Material = Mineral wool (min. 4 pcf) compressed min. 50% and installed into the opening to obtain min. 4" thickness
4 TREMstop Acrylic = Min. 1/2" sealant applied within annulus, and a minimum 1/4" sealant applied at point contact at the floor surface for floors, or both surfaces for walls.



1 or 2 - hour fire rated gypsum wallboard/stud assembly (angular space range, min. 1/4" to max. 5/8")
Conduit = 4" diam (or smaller) EMT or rigid steel
TREMDO # FYRE-SHIELD = min. 1/2" thickness of sealant installed within opening with a min. of 1/4" crown around ground the penetrating item applied flush with both side of wall assembly.

- 18'-0"x16'-0" PATTERN
- EC-3/4" -K=11.2, 155°F
- EC-1/2" -K=5.7., 155°F UPRIGHT
- EC-1/2" -K=5.7., 155°F CONCEALED
- SIWALL -1/2" -K=5.7., 155°F
- WHITE PENDENT -1/2" -K=5.7., 155°F

HYDRAULIC

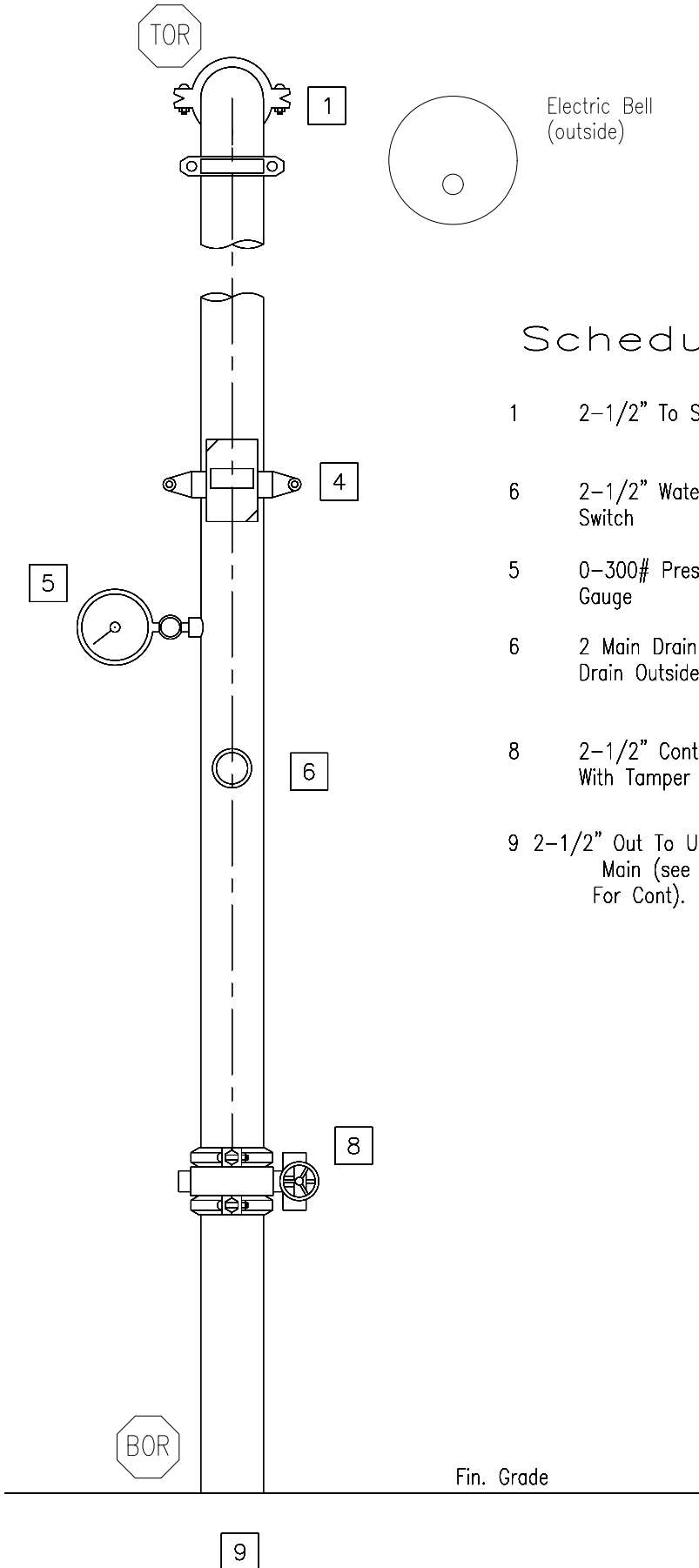
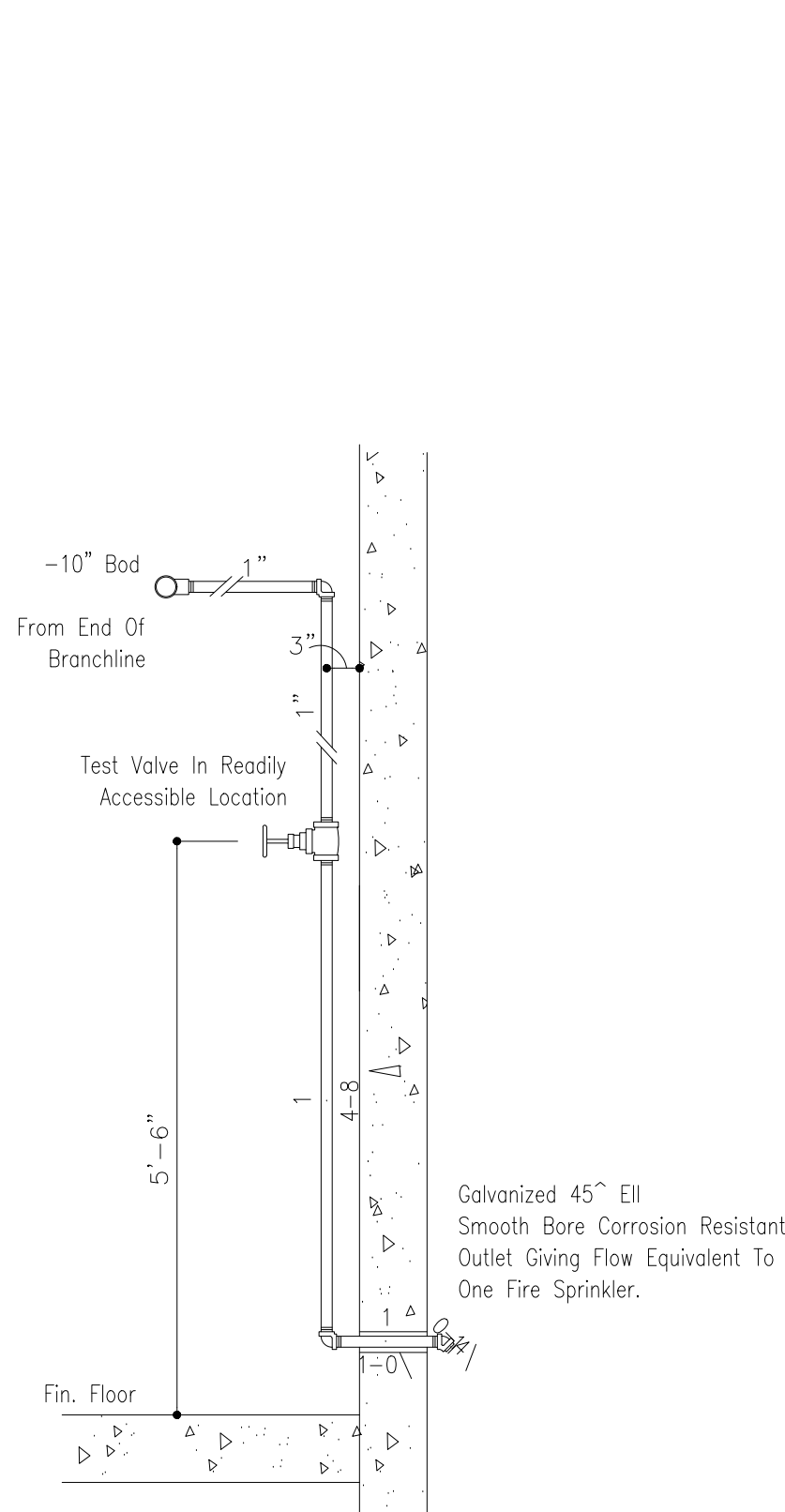
FLOW- 150 GPM @ 15 PSIG RESIDEUAL

PRESSURE DROP ESTIMATED - 15 PSIG

HYDRAULIC HEAD - 35 FT x .433 = 15 PSIG

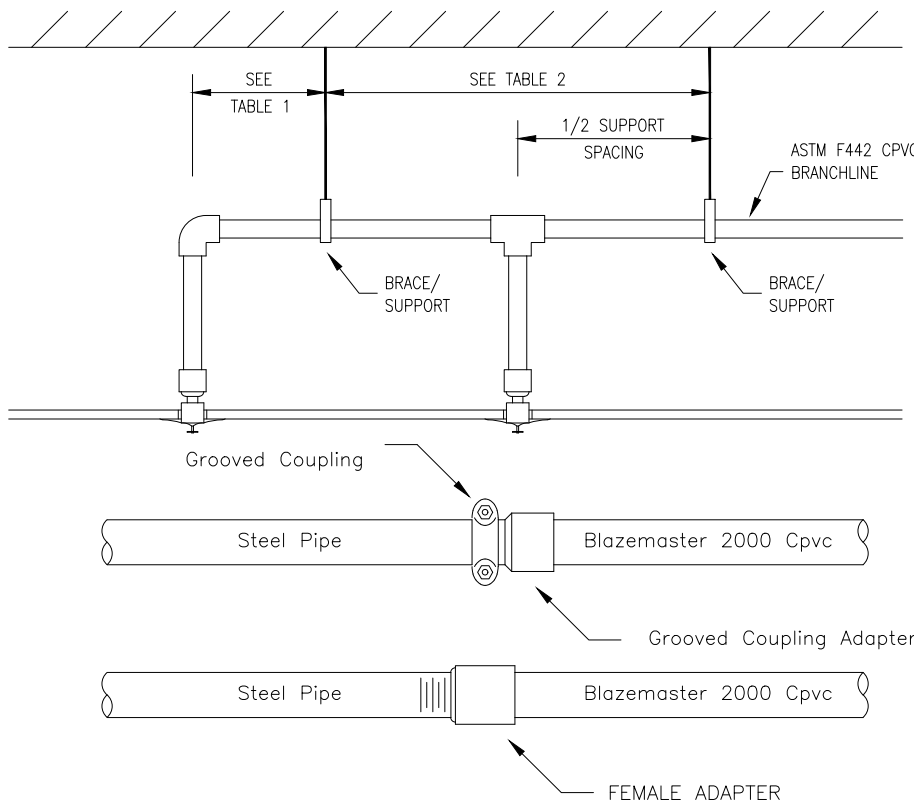
TOTAL REQUIRED @ BASE OF RISER - 150 GPM @ 45 PSIG

CONTRACTOR TO OBTAIN FLOW TEST AND PROVIDE CALCULATIONS



Schedule

- 1 2-1/2" To System 1
- 6 2-1/2" Waterflow Switch
- 5 0-300# Pressure Gauge
- 6 2 Main Drain - Pipe Drain Outside
- 8 2-1/2" Control Valve With Tamper Switch
- 9 2-1/2" Out To U.g. Fire Main (see Site Plan For Cont).



Transition Between Materials

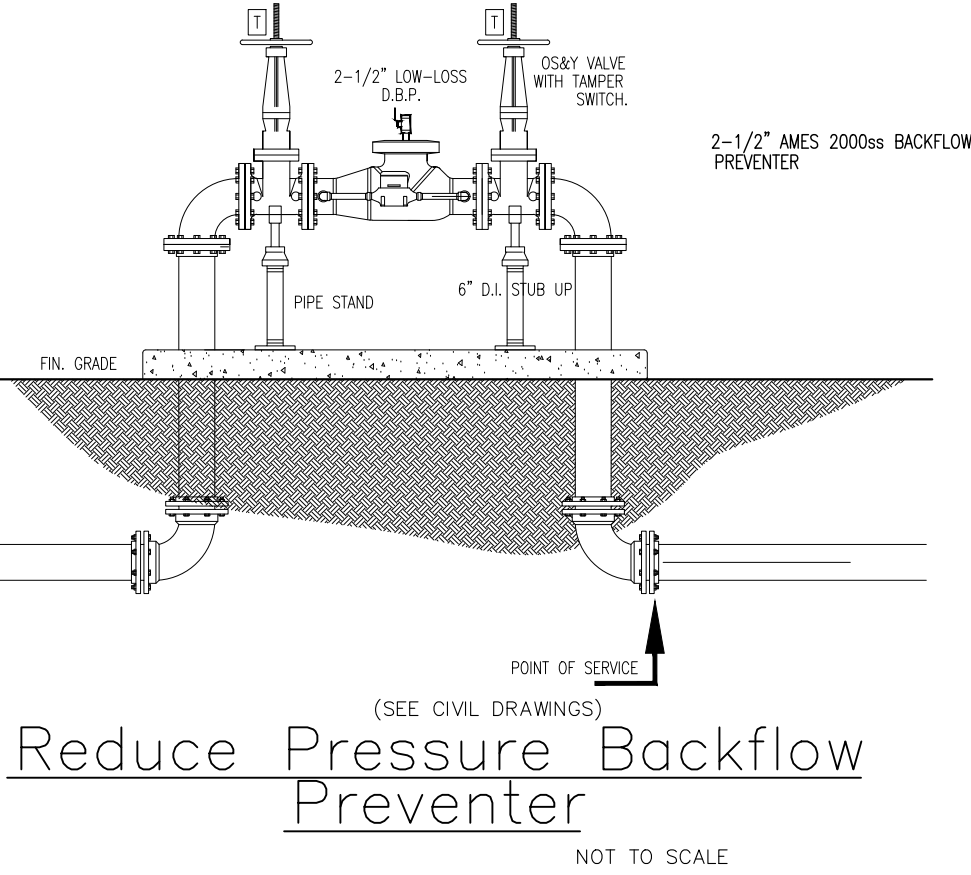
PIPE SIZE Inches	CURE TIMES WITH ONE STEP SOLVENT CEMENT 225 psi (MAXIMUM) TEST PRESSURE		
	Ambient Temperature During Cure Period		
	60°F to 120°F	40°F to 59°F	0°F to 39°F
3/4"	1 hr.	4 hr.	48 hr.
1"	1.5 hr.	4 hr.	48 hr.
1-1/4"	3 hr.	32 hr.	10 days
1-1/2"	3 hr.	32 hr.	10 days
2"	8 hr.	48 hr.	See Note 1
2-1/2"	24 hr.	96 hr.	See Note 1
3"	24 hr.	96 hr.	See Note 1

Note 1 For these sizes, the solvent cement can be applied at temperatures below 32°F, however, the sprinkler system temperature must be raised to a temperature of 32°F or above and allowed to cure per the above recommendations prior to pressure testing

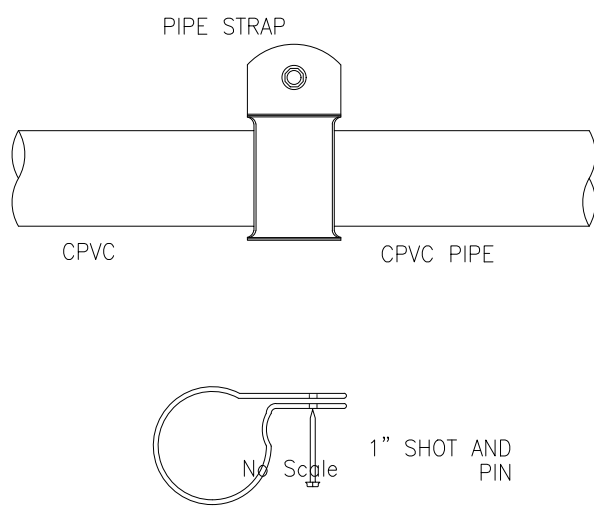
PIPE SIZE Inches	MAXIMUM SUPPORT SPACING DISTANCE END LINE SPRINKLER HEAD DROP ELBOW	
	SYSTEM PRESSURE	
	< 100 psi	> 100 psi
3/4"	9'	8'
1"	12'	9'
1-1/4"	16'	12'
1-1/2"-3"	24'	12'

BLAZEMASTER 2000 PIPE SDR 13.5 (ASTM F442) HANGER SPACING		
NOMINAL SIZE Inches	(mm)	MAX SPACING feet (m)
3/4"	(20.0)	5.5' (1.7)
1"	(25.0)	6.0' (1.8)
1-1/4"	(32.0)	6.5' (2.0)
1-1/2"	(40.0)	7.0' (2.1)
2"	(50.0)	8.0' (2.4)
2-1/2"	(65.0)	9.0' (2.7)
3"	(80.0)	10.0' (3.0)

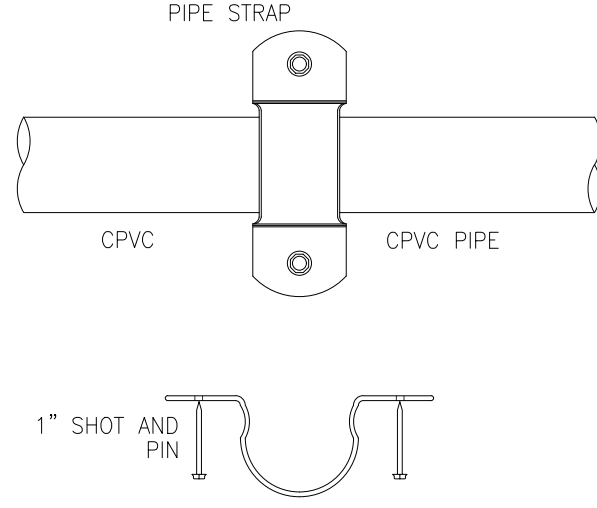
MAXIMUM DISTANCE BETWEEN HANGER		3/4"	1"	1 1/4"	1 1/2"	2"	2 1/2"	3"	3 1/2"	4"	5"	6"	8"
SIZE(N) NOMINAL PIPE													
STEEL PIPE (EXCEPT THREADED LIGHTWALL)		N/A	12-0	12-0	15-0	15-0	15-0	15-0	15-0	15-0	15-0	15-0	15-0
STEEL PIPE THREADED		N/A	12-0	12-0	12-0	12-0	12-0	N/A	N/A	N/A	N/A	N/A	N/A
CPVC		5-6	6-0	6-0	6-6	7-0	8-0	9-0	10-0	N/A	N/A	N/A	N/A



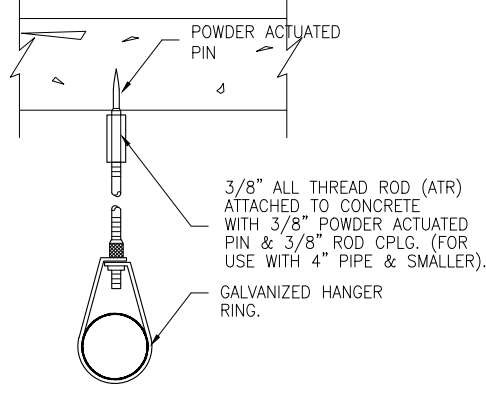
Reduce Pressure Backflow Preventer



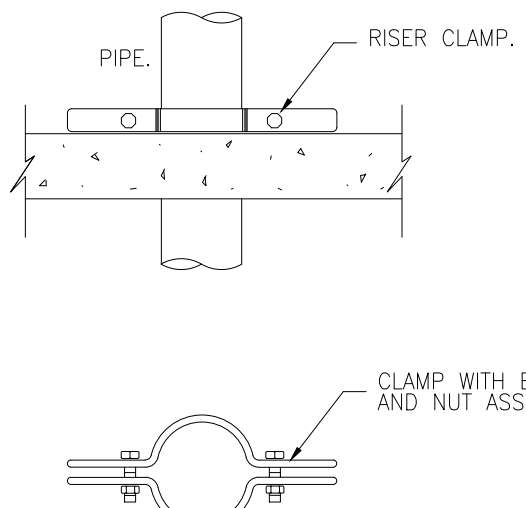
Hanger Detail 1



Hanger Detail 2



Hanger Detail 3



Riser Clamp

Fire Penetration details

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY ISMAEL LEON, P.E. ON THE DATE INDICATED HERE. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED VALID FOR SEALING AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.



ISMAEL LEON, P.E.
FLORIDA REGISTRATION #40168
FLORIDA, CA #6364

Issue: Date:

ENGINEER HEREBY EXPRESSLY RESERVES HIS COMMON LAW COPYRIGHT AND OTHER PROPERTY RIGHTS IN ALL PATENTS, TRADE SECRETS, AND DRAWINGS ARE NOT TO BE REPRODUCED, CHANGED OR COPIED IN ANY MANNER WITHOUT THE EXPRESS WRITTEN PERMISSION AND CONSENT OF THE ENGINEER. ANY VIOLATION OF THESE TERMS SHALL BE CONSIDERED A BREACH OF CONTRACT AND THEY SHALL BE ASSIGNED TO ANY PARTY WITHOUT FURTHER NOTICE AND WRITTEN PERMISSION AND CONSENT.

ABTECH ENGINEERING INC.
CONSULTING ENGINEERS

10396 WEST STATE ROAD 84, SUITE 108
FORT LAUDERDALE, FL 33324
TEL: (954) 472-6050

FAX: (954) 475-0007

VILLAS AT DANIA BEACH
MULTI-FAMILY DEVELOPMENT

20 SW 15TH STREET
BANIA BEACH, FL

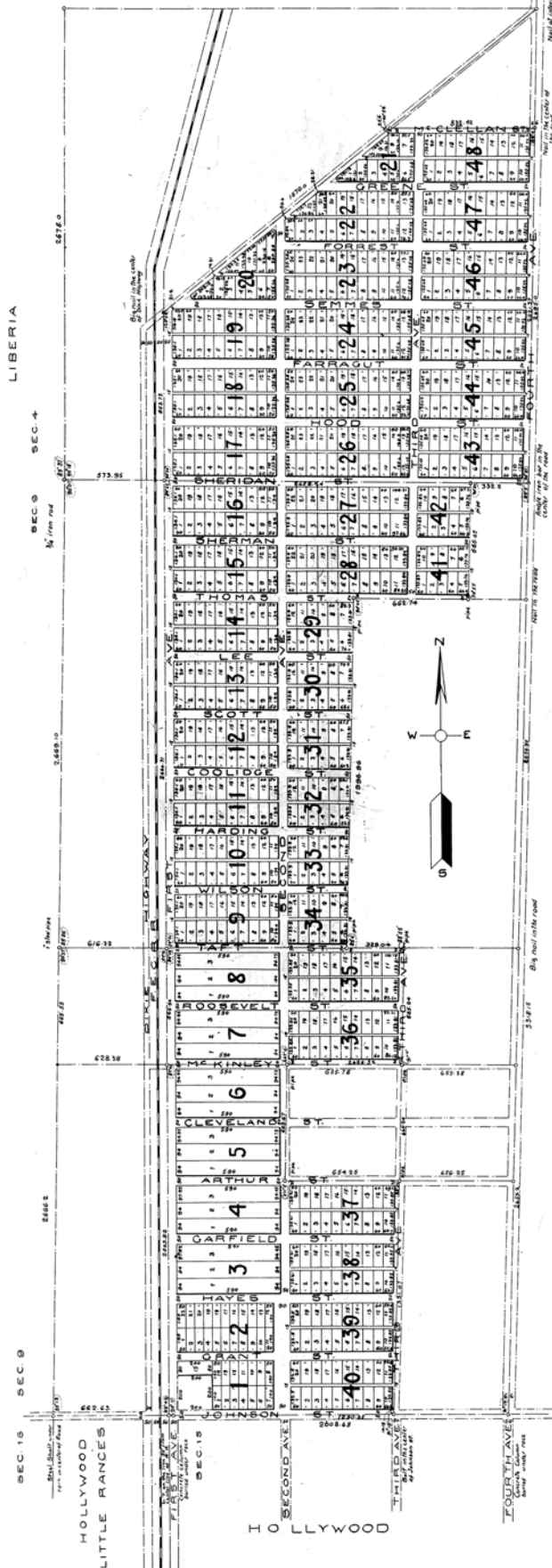
FIRE PROTECTION
DETAILS

Checked: Date: 04-07-23
BV
IL
23-

FP-3

NORTH HOLLYWOOD

"By the sea" Hollywood Land & Water Co. Hollywood Fla. Scale-1=300'



A subdivision of a part of Western Half of section Ten (10), Township Fifty one (51) South, Range Forty two (42) East and of a part of South West Quarter of section Three (3), Township Fifty one (51) South, Range Forty two (42) East, Broward County, State of Florida, described as follows to wit:

Starting from SW corner of Section Ten (10) run easterly upon and along southern line of Section Ten (10) six hundred sixty two and sixty three hundredth (662.63) feet to a point on Eastern line of F.E.C.R.R. property, which is called the point of beginning; thence run northerly upon and along Eastern line of F.E.C.R.R. property five thousand three hundred thirty and fifty three hundredth (5330.53) feet to a point of intersection of this line with Northern line of Section Ten (10); thence run northerly upon and along same Eastern line of F.E.C.R.R. property nine hundred fifty three and seventy three hundredth (953.73) feet; thence run north-westerly upon and along center line of Dixie Highway one thousand six hundred seventy (1670) feet; thence run easterly upon and along northern line of NW 1/4 and NE 1/4 of NE 1/4 of Section Three (3) eight hundred thirty two and forty two hundredth (832.42) feet to a point on North-South half section line of section Three (3); thence run southerly upon and along above half section line two thousand twenty one and thirty seven hundredth (2021.37) feet to a point on southern line of section Three (3); thence run westerly upon and along southern line of section Three (3) three hundred thirty two and two hundredth (332.2) feet; thence run southerly upon and along western line of E 1/2 of NE 1/4 of NE 1/4 of NW 1/4 of Section Ten (10) six hundred sixty five and five hundredth (665.05) feet; thence run westerly upon and along southern line of NE 1/4 of NE 1/4 of NW 1/4 of Section Ten (10) nine hundred ninety six and six hundredth (996.6) feet to a point on West-East half section line of this section; thence run easterly upon and along this half section line three hundred twenty nine and four hundredth (329.4) feet; thence run southerly upon and along western line of NE 1/4 of NE 1/4 of NW 1/4 of Section Ten (10) six hundred sixty five and twenty four hundredth (665.24) feet; thence run westerly upon and along southern line of NW 1/4 of NE 1/4 of NW 1/4 of Section Ten (10) six hundred fifty five and seventy eight hundredth (655.78) feet; thence run southerly upon and along eastern line of SE 1/4 of NW 1/4 of NW 1/4 of Section Ten (10) six hundred six and five hundredth (606.5) feet; thence run easterly upon and along northern line of NW 1/4 of SE 1/4 of NW 1/4 of Section Ten (10) six hundred fifty four and twenty five hundredth (654.25) feet; thence run southerly upon and along eastern line of NW 1/4 of NW 1/4 of NW 1/4 of Section Ten (10) one thousand three hundred thirty one and seven hundredth (1331.07) feet to a point on southern line of Section Ten (10); thence run westerly upon and along southern line of Section Ten (10) one thousand two hundred ninety and sixty five hundredth (1290.65) feet to a point of the beginning.

I, the undersigned, hereby certify that the within plat shows a subdivision of the land described as a part of NW 1/4 of section Ten (10) and a part of SW 1/4 of section Three (3), Township Fifty one (51) South, Range Forty two (42) East, Broward County, State of Florida, made under a recent survey, in due conformity with the established boundaries of such land; that the dimensions shown are correct to the best of my knowledge and belief.

By *Joseph M. Young*, Engineer
License No. 272

State of Florida } 5.5.
County of Broward }

Know all men by these presents, that the Hollywood Land and Water Company, a corporation organized and existing under and by virtue of the Laws of the State of Florida, has caused to be made the above Plat of North Hollywood, a subdivision of a part of NW 1/4 of section Ten (10) and of a part of SW 1/4 of section Three (3), Township Fifty one (51) South, Range Forty two (42) East, Broward County, State of Florida; and that said corporation hereby specifically reserves to itself the title to all streets, avenues, drives, ways and walks, shown on said plat.

Hollywood Land and Water Company

By *Joseph M. Young*
President

Attest *F.O. Van Dusen*,
Secretary

State of Florida } 5.5.
County of Broward }

I, Grace A. Ashley, a Notary Public in for said County and State, do hereby certify that of the date hereof, there personally appeared before me Joseph M. Young and F.O. Van Dusen to me well known to be the President and Secretary of the Hollywood Land and Water Company, a corporation organized and existing under and by virtue of the Laws of the State of Florida; and in person severally acknowledged that they executed, in their official capacity, the above and foregoing plat of North Hollywood, together with all descriptive matter and reservations therein set forth, as their free and voluntary act and as the free and voluntary act of said Hollywood Land and Water Company, for the uses and purposes therein set forth.

Witness my hand and Notarial seal at Hollywood, in said County and State, this 23rd day of October, A.D. 1924.

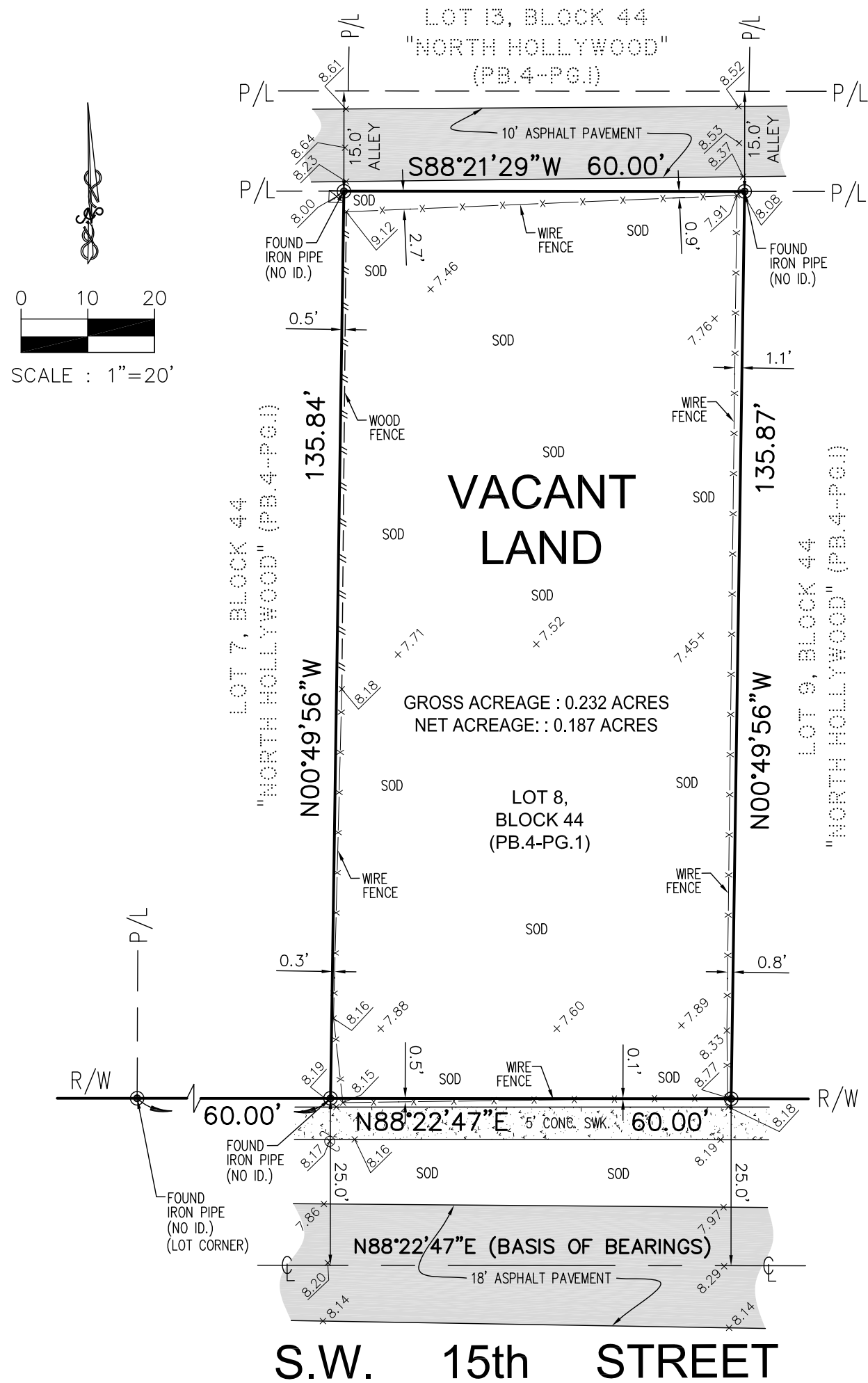
My Commission expires April 28, A.D. 1924

Grace A. Ashley
Notary Public, State of Florida
at large.

STATE OF FLORIDA
COUNTY OF BROWARD
I HEREBY CERTIFY that this is a true and correct copy of a map as filed on the maps of record in the Public Records of the County of Broward, Florida, without my hand and official seal in the City of Fort Lauderdale, FL this 18th day of October, A.D. 1924.

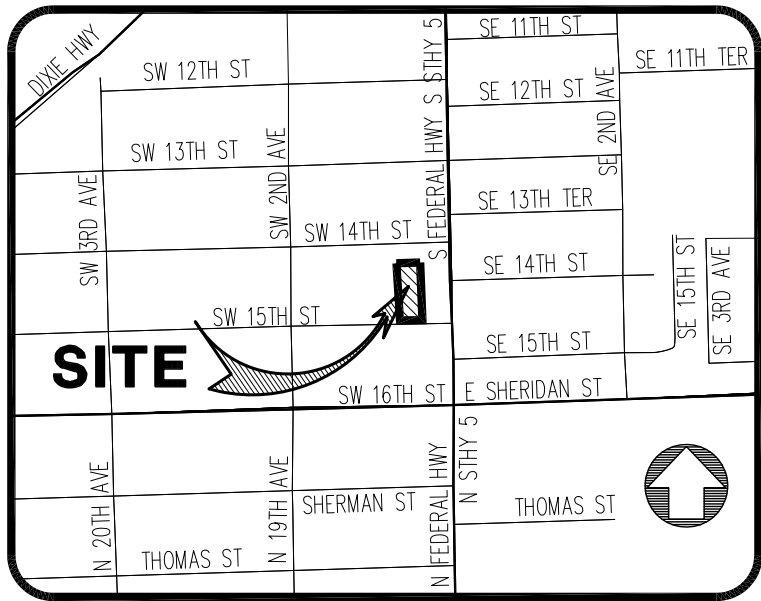
STATE OF FLORIDA
COUNTY OF BROWARD
I HEREBY CERTIFY that this is a true and correct copy of a map as filed on the maps of record in the Public Records of the County of Broward, Florida, without my hand and official seal in the City of Fort Lauderdale, FL this 18th day of October, A.D. 1924.

110-12



ABBREVIATIONS & LEGEND

A/C	= AIR CONDITIONING PAD		= CENTRAL ANGLE
BLDG.	= ARC DISTANCE		= WOOD FENCE
C.	= BUILDING		= WIRE FENCE
C.B.	= CANOPY		= C.B.S. WALL
C.B.S.	= CATCH BASIN		= DIAMETER
C.G.	= CONCRETE BLOCK W/ STUCCO		= IRON FENCE
CH.	= CURB & GUTTER		= METAL LIGHT POLE
CL.	= CHORD DISTANCE		= GUY WIRE
H.	= CLEAR		= UTILITY POWER POLE
L.F.E.	= HEIGHT		= FIRE HYDRANT
L.P.	= LOWEST FLOOR ELEVATION		= WATER METER
M.D.E.	= LIGHT POLE		= ELECTRIC BOX
B.C.	= MAINTENANCE & DRAINAGE EASEMENT		= TELEPHONE BOX
M.H.	= BLOCK CORNER		= CONCRETE
M/L	= MANHOLE		= LIGHT POLE
M.S.	= MONUMENT LINE		= GAS CALVE
N.G.V.D.	= METAL SHED ON CONCRETE		= WATER VALVE
P.R.M.	= NATIONAL GEODETIC VERTICAL DATUM		= WATER MANHOLE
Q	= PERMANENT REFERENCE MONUMENT		= UNKNOWN MANHOLE
CONC.	= CENTER LINE		= SPOT ELEVATION
C.S.	= CONCRETE		= SEWER MANHOLE
ENC.	= CONCRETE SLAB		= TRAFFIC SIGN
F.H.	= ENCROACHMENT		= CATCH BASIN
F.I.P.	= FIRE HYDRANT		= IDENTIFICATION
F.N.D.	= FOUND IRON PIPE		= ASPHALT
F.R.	= FOUND NAIL & DISK		= SIDEWALK
N.T.S.	= FOUND REBAR		= UTILITY EASEMENT
O/H	= NOT TO SCALE		= UTILITY POLE
O.R.B.	= OVERHEAD		= VALLEY GUTTER
P.B.	= OFFICIAL RECORDS BOOK		= WATER METER
P.C.P.	= PLAT BOOK		= WATER VALVE
PG.	= PERMANENT CONTROL POINT		= DRIVEWAY
P.O.B.	= PAGE		
P.O.C.	= POINT OF BEGINNING		
(M)	= POINT OF COMMENCEMENT		
(R)	= MEASURED		
PL.	= RECORDED		
P/L	= PLANTER		
R.	= PROPERTY LINE		
RAD.	= RADIUS		
(R & M)	= RADIAL		
R/W	= RECORDED & MEASURED		
	= RIGHT-OF-WAY		



VICINITY MAP
NOT TO SCALE

SECTION 5) LIMITATIONS:

Since no other information were furnished other than what is cited in the Sources of Data, the Client is hereby advised that there may be legal restrictions on the Subject Property that are not shown on the Survey Map that may be found in the Public Records of Broward County.

The Surveyor makes no representation as to ownership or possession of the Subject Property by any entity or individual who may appear of public records of this County.

No excavation or determination was made as to how the Subject Property is served by utilities. No improvements were located, other than those shown. No underground foundations, improvements and/or utilities were located or shown hereon.

SECTION 6) CLIENT INFORMATION:

This Boundary Survey was prepared at the request of and certified to:

STARLIFE GROUP LLC

SECTION 7) SURVEYOR'S CERTIFICATE:

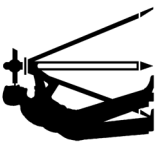
I hereby certify: That this "Boundary Survey" and the Survey Map resulting therefrom was performed under my direction and is true and correct to the best of my knowledge and belief and further, that said "Boundary Survey" meets the intent of the applicable provisions of the "Standards of Practice for Land Surveying in the State of Florida", pursuant to Rule 5J-17.051 through 5J-17.052 of the Florida Administrative Code and its implementing law, Chapter 472.027 of the Florida Statutes.

BENNY SUAREZ SURVEYING INC., a Florida Corporation
Florida Certificate of Authorization Number LB8104

By: _____ Date: _____
Benigno J. Suarez, PSM
Registered Surveyor and Mapper LS6583
State of Florida

NOTICE: Not valid without the signature and original raised seal of a Florida Licensed Surveyor and Mapper. Additions or deletions to Survey Maps by other than the signing party are prohibited without the written consent of the signing party.

BENNY SUAREZ
SURVEYING INC.
4170 S.W. 152nd PATH, MIAMI, FLORIDA 33185
PH:(305)807-8319 Email: benysuarez@msn.com



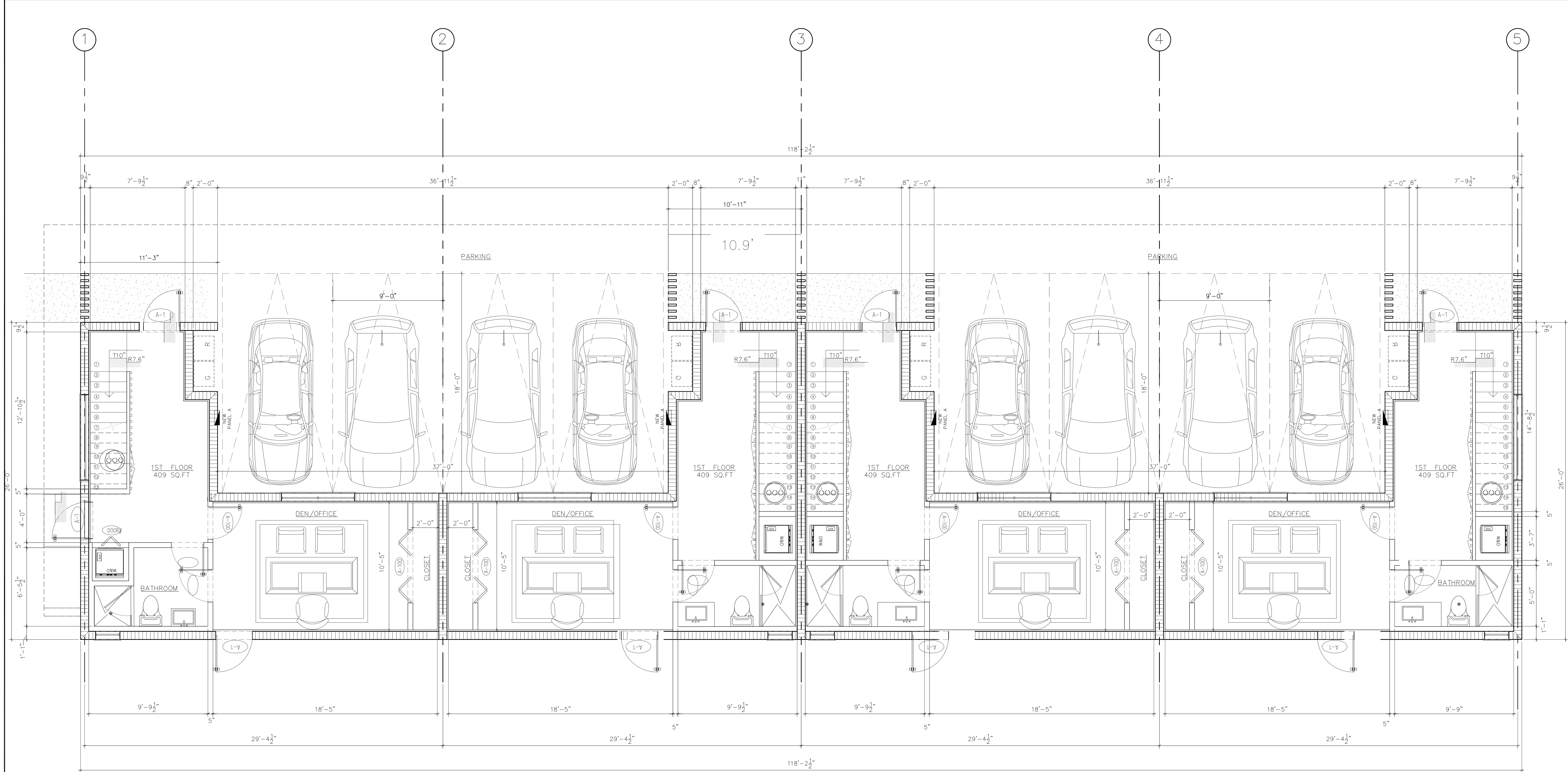
No.	DATE	DESCRIPTION
	1-20-23	ADD ACRES

BOUNDARY SURVEY
20 SW 15th STREET
DANIA BEACH, FL 33004

DATE:
05/31/2012

SCALE:
1"=20'

SHEET
1
OF 1 SHEETS



PROPOSED 1ST FLOOR PLAN
SCALE: 1/4" = 1'-0"

DOORS & WINDOWS NOTE:

EVERY CLOSET DOOR LATCH SHALL BE SUCH THAT CHILDREN CAN OPEN THE DOOR FROM INSIDE CLOSET

EVERY BATHROOM DOOR SHALL BE DESIGNED TO ALLOW OPENING FROM THE OUTSIDE DURING AN EMERGENCY WHEN LOCKED

PROVIDE THRESHOLD & WEATHER STRIPS AT ALL EXTERIOR DOORS.

WINDOWS, DOORS AND FRENCH GLASS DOOR INSTALLATION SHALL BE IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS SET FORTH IN THE APPROVED PRODUCT CONTROL APPROVAL.

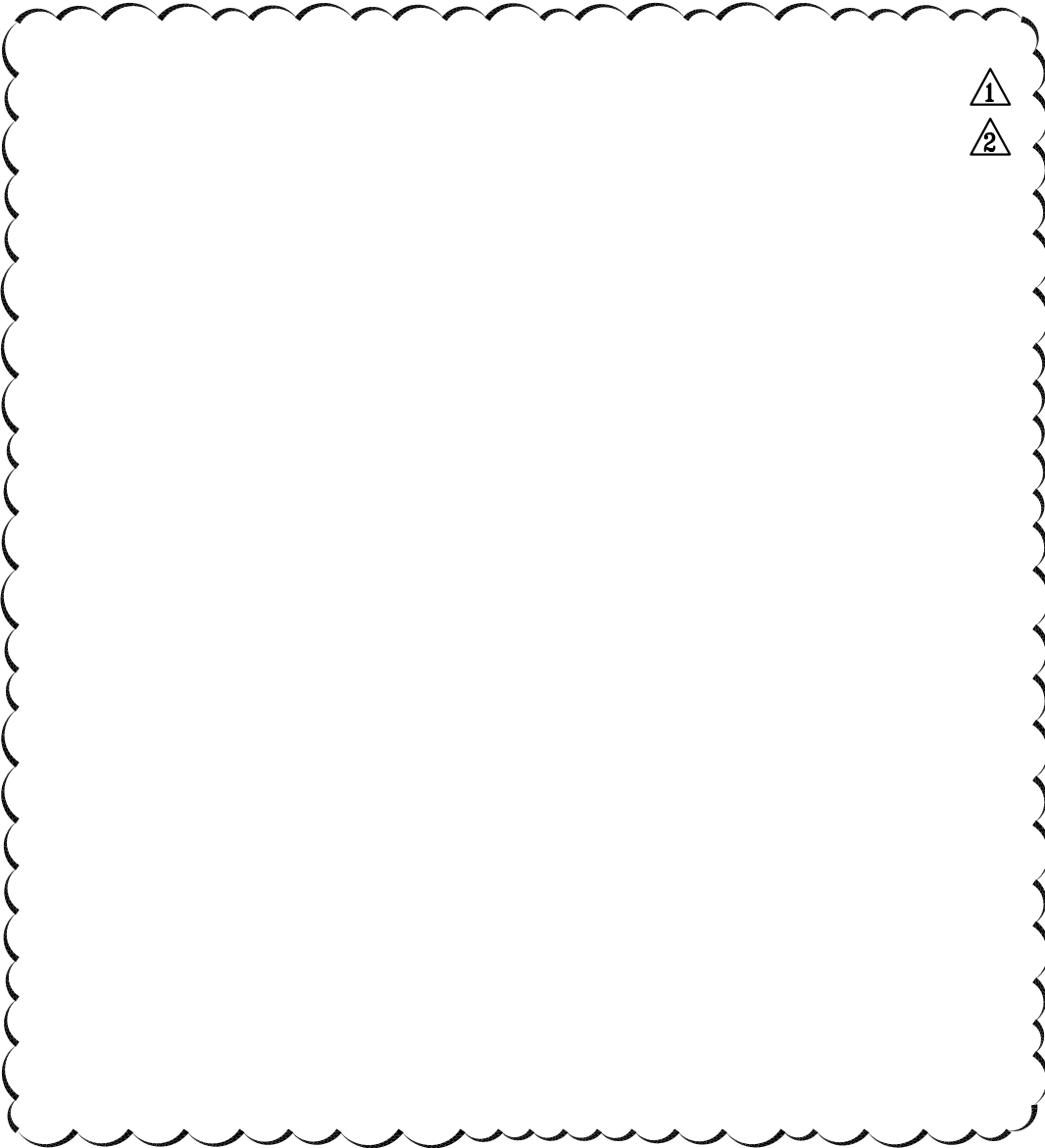
NOTE:

SAFEGUARD IS REQUIRED WHEN WINDOW SILLS ARE BELOW 30"

UNITS SEPARATION WALLS

UL No U910; 4 HOUR RATED CBS SEPARATION WALL
8"x8"x 16" CONC. BLOCK WALL ENCLOSURE

GENERAL LEGEND:	
	EXIST'G C.B.S. WALL
	NEW C.B.S. WALL
	EXIST'G 5/8" GYP. BD. WALL
	5/8" Gyp. BD. (BOTH SIDES) ON 3 5/8" MTL. STUDS @ 16" O.C.
	5/8" FIBER CEMENT BD (DUROCK OR EQUAL) (Bathroom side) ON 3 5/8" MTL. STUDS @ 16" O.C. TILE TO 70" AFF ON BATHROOM SIDE.
	INSUL. AT SELECTED AREAS & TYP. BETWEEN COND. & UNCONDITIONED SPACES VERIFY W/ CONTRACTOR.



OCCUPANCY	GROUP R
CONSTRUCTION TYPE	TYPE III

UNITS INFORMATION	
CONSTRUCTION TYPE	III-B
OCCUPANCY GROUP	GROUP R
FLOOD ZONE	X
BASE FLOOD ELEVATION	N/A
OCCUPANCY LOAD	N/A
SPRINKLED / NON-SPRINKLED	
UNITS PER BUILDING	4
# BEDROOMS	3+ DEN
PARKING (1.75 PER UNIT)	2 PARKINGS PER UNIT

CODE IN EFFECT: 2020 Florida Building Code

Architectural
Developers, LLC

AA26003068

ARCHITECTURE
SPACE PLANNING
INTERIOR DESIGN
PLANNING/ZONING

1803 BANKS RD
MARGATE, FL 33063
Tel: 561 213-7611
Fax: 561 771-1731
E-mail: OCABEZA@AD-ARCHITECTURE.COM

Architect Seal
NOT VALID UNLESS IT BEARS AN
ORIGINAL SIGNATURE AND A
RAISED EMBOSSED SEAL

STATE OF FLORIDA
OSCAR J. CABEZA
AR96758
REGISTERED ARCHITECT

OSCAR CABEZA
ARCHITECT
No. AR96758

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SO EVER NOR ASSIGNED TO ANY PARTY
WITHOUT FIRST OBTAINING THE EXPRESS
WRITTEN PERMISSION AND CONSENT OF
OSCAR CABEZA.

VILLAS AT DANIA BEACH
MULTIFAMILY DEVELOPMENT
20 SW 15 ST DANIA BEACH, FL 33004

PROJECT NUMBER: 22-1343

DATE: 01.13.23

REV.1 DRC: 03.01.23

REV.2 DRC: 04.20.23

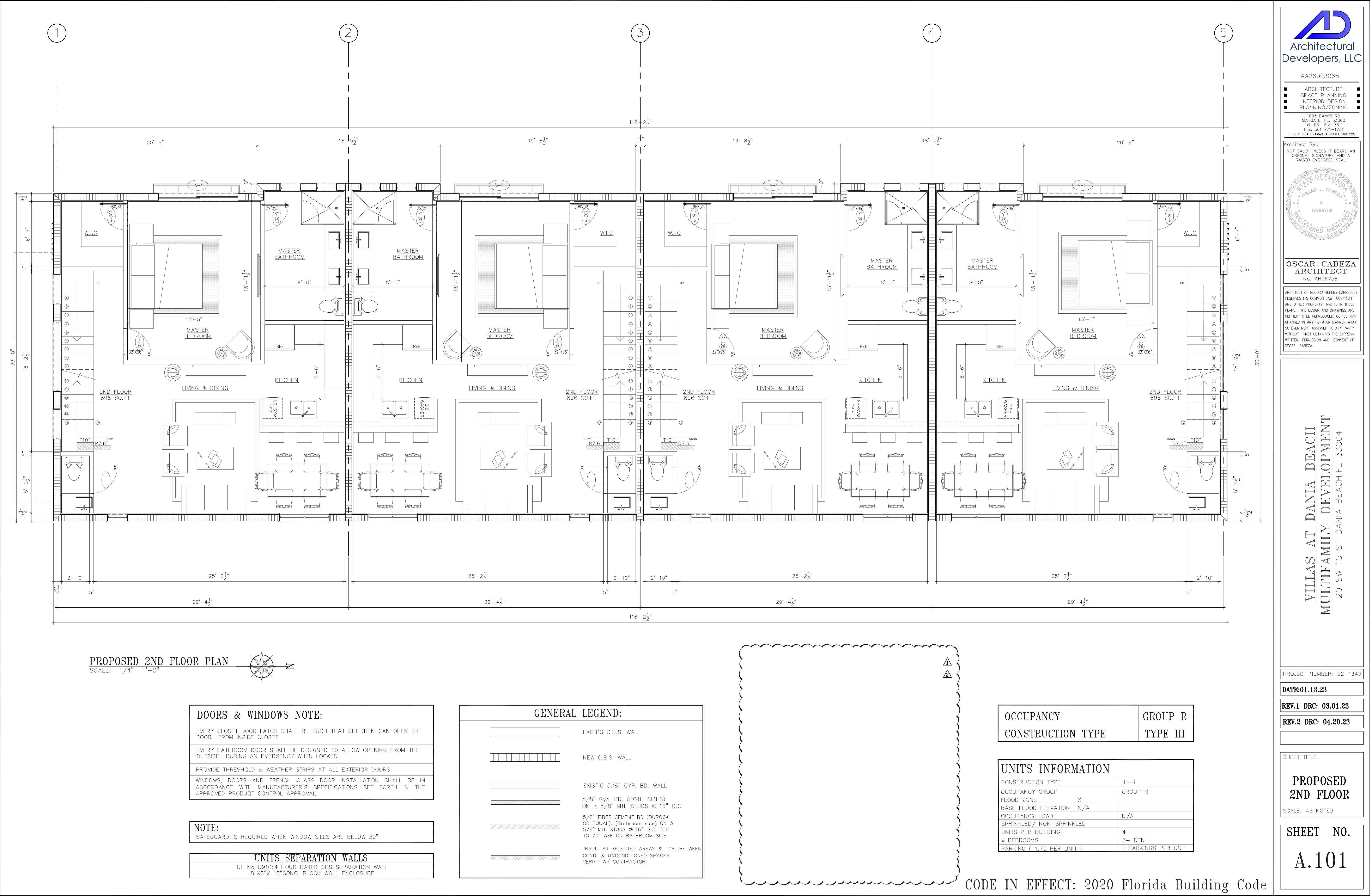
SHEET TITLE

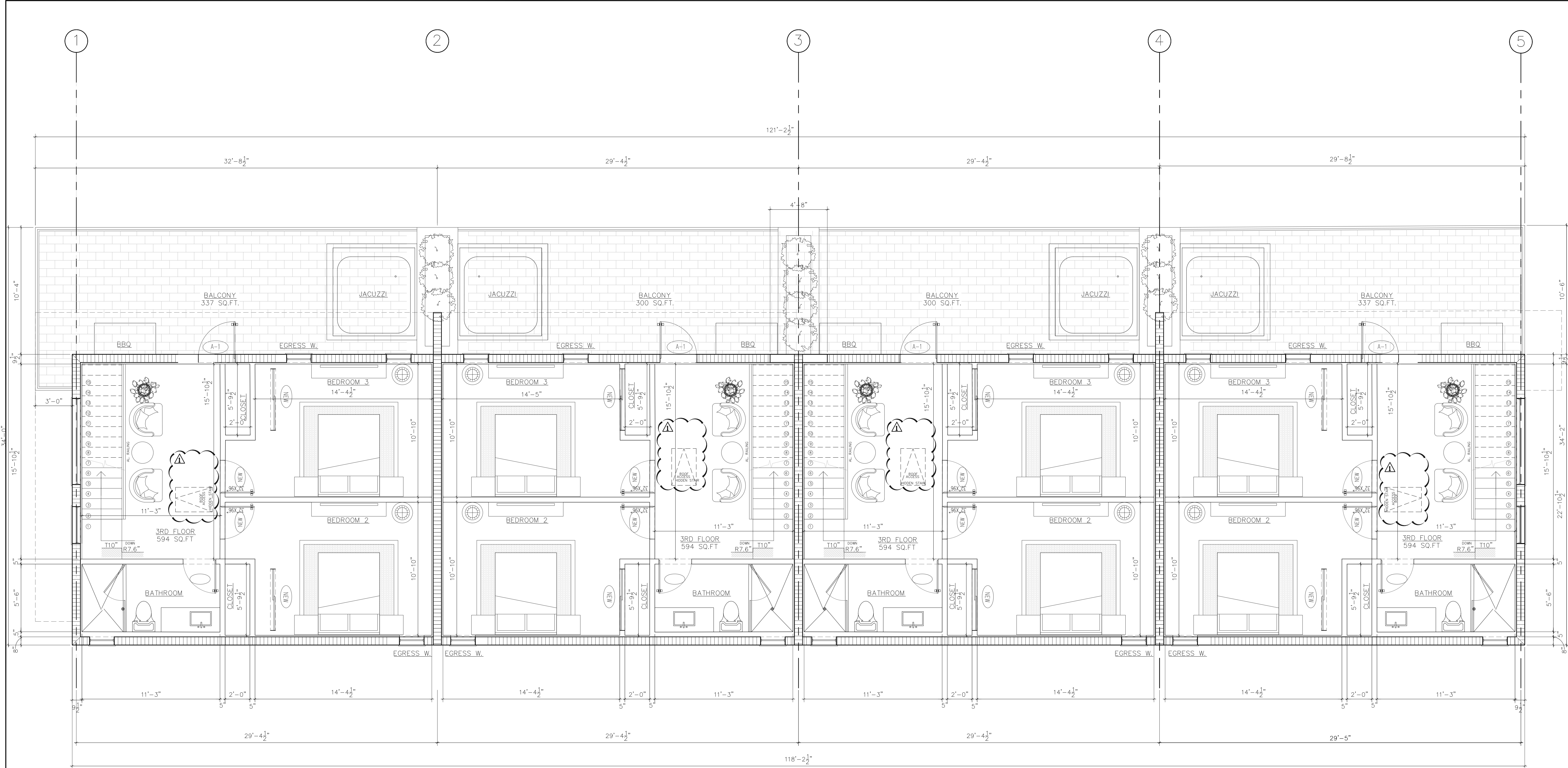
PROPOSED
1ST FLOOR

SCALE: AS NOTED

SHEET NO.

A.100





PROPOSED 3RD FLOOR PLAN
SCALE: 1/4"= 1'-0"

DOORS & WINDOWS NOTE:

EVERY CLOSET DOOR LATCH SHALL BE SUCH THAT CHILDREN CAN OPEN THE DOOR FROM INSIDE CLOSET

EVERY BATHROOM DOOR SHALL BE DESIGNED TO ALLOW OPENING FROM THE OUTSIDE DURING AN EMERGENCY WHEN LOCKED

PROVIDE THRESHOLD & WEATHER STRIPS AT ALL EXTERIOR DOORS.

WINDOWS, DOORS AND FRENCH GLASS DOOR INSTALLATION SHALL BE IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS SET FORTH IN THE APPROVED PRODUCT CONTROL APPROVAL.

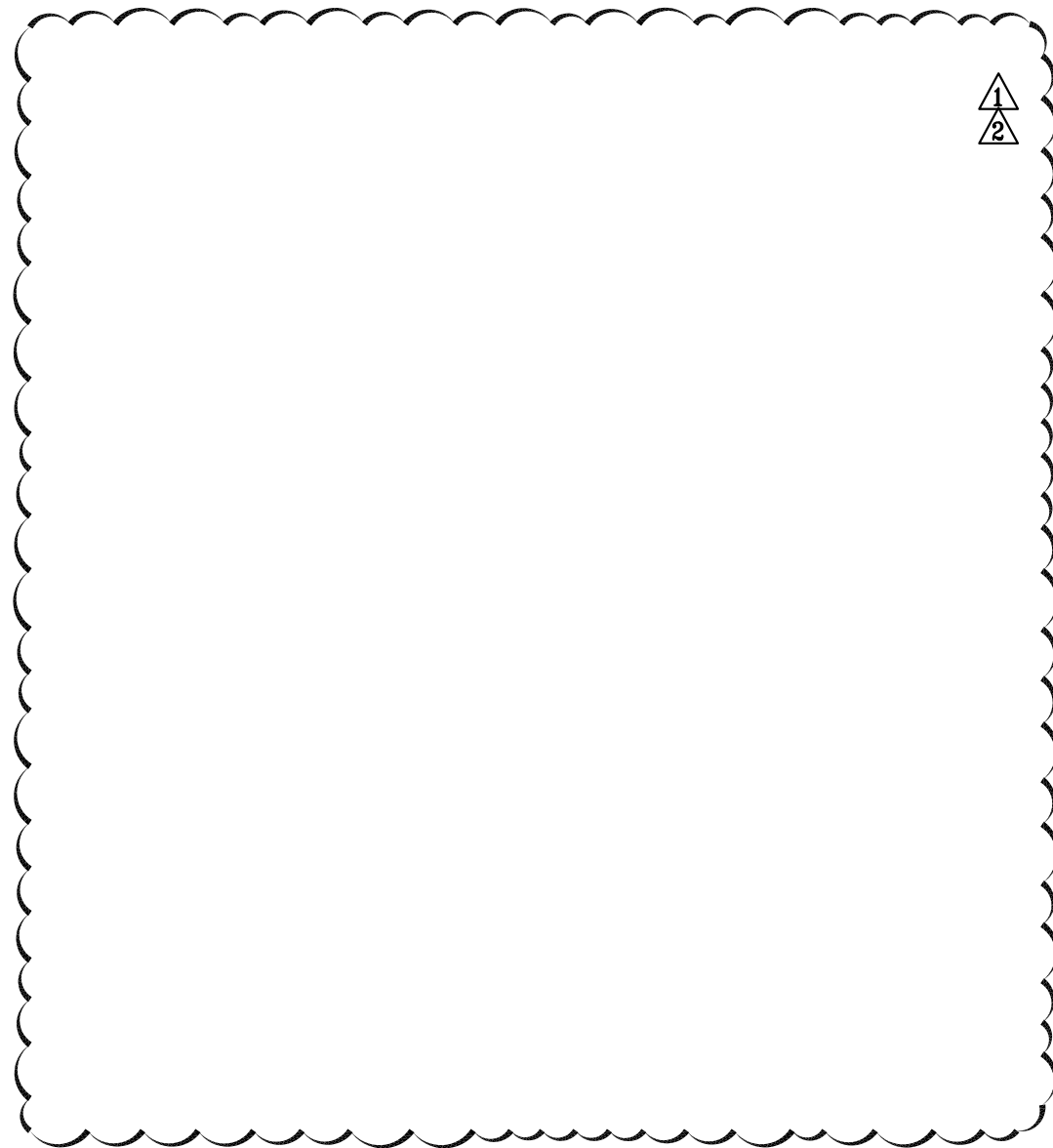
NOTE:

SAFEGUARD IS REQUIRED WHEN WINDOW SILLS ARE BELOW 30"

UNITS SEPARATION WALLS

UL No U910; 4 HOUR RATED CBS SEPARATION WALL
8"x8"x 16" CONC. BLOCK WALL ENCLOSURE

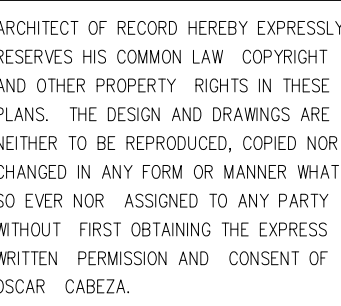
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	INSUL. AT SELECTED AREAS & TYP. BETWEEN COND. & UNCONDITIONED SPACES VERIFY W/ CONTRACTOR.



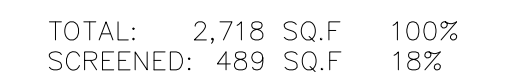
OCCUPANCY	GROUP R
CONSTRUCTION TYPE	TYPE III

UNITS INFORMATION	
CONSTRUCTION TYPE	III-B
OCCUPANCY GROUP	GROUP R
FLOOD_ZONE	X
BASE FLOOD ELEVATION	N/A
OCCUPANCY LOAD	N/A
SPRINKLED / NON-SPRINKLED	
UNITS PER BUILDING	4
# BEDROOMS	3+ DEN
PARKING (1.75 PER UNIT)	2 PARKINGS PER UNIT

CODE IN EFFECT: 2020 Florida Building Code



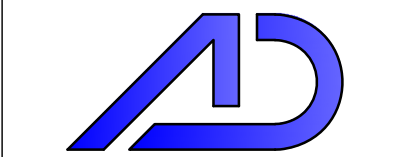
A.103



UL No U910: 4 HOUR RATED CBS SEPARATION WALL
8"X8"X 16"CONC. BLOCK WALL ENCLOSURE

CONSTRUCTION TYPE	III-B
OCCUPANCY GROUP	GROUP R
FLOOD ZONE X	
BASE FLOOD ELEVATION N/A	
OCCUPANCY LOAD	N/A
SPRINKLED/ NON-SPRINKLED	
UNITS PER BUILDING	4
# BEDROOMS	3+ DEN
PARKING (1.75 PER UNIT)	2 PARKINGS PER UNIT

CODE IN EFFECT: 2020 Florida Building Code



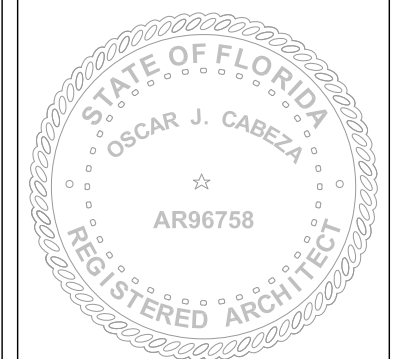
Architectural
Developers, LLC

AA26003068

ARCHITECTURE
SPACE PLANNING
INTERIOR DESIGN
PLANNING/ZONING

1803 BANKS RD
MARGATE, FL 33063
Tel: 561 213-7611
Fax: 561 771-1735
E-mail: OCABEZAB@ARCHITECTURE.COM

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NOT VALID UNLESS IT BEARS AN
ORIGINAL SIGNATURE AND A
RAISED EMBOSSED SEAL



OSCAR CABEZA
ARCHITECT
No. AR96758

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SO EVER NOR ASSIGNED TO ANY PARTY
WITHOUT FIRST OBTAINING THE EXPRESS
WRITTEN PERMISSION AND CONSENT OF
OSCAR CABEZA.

VILLAS AT DANIA BEACH
MULTIFAMILY DEVELOPMENT
20 SW 15 ST DANIA BEACH, FL 33004

PROJECT NUMBER: 22-1343

DATE: 01.13.23

REV.1 DRC: 03.01.23

REV.2 DRC: 04.20.23

SHEET TITLE

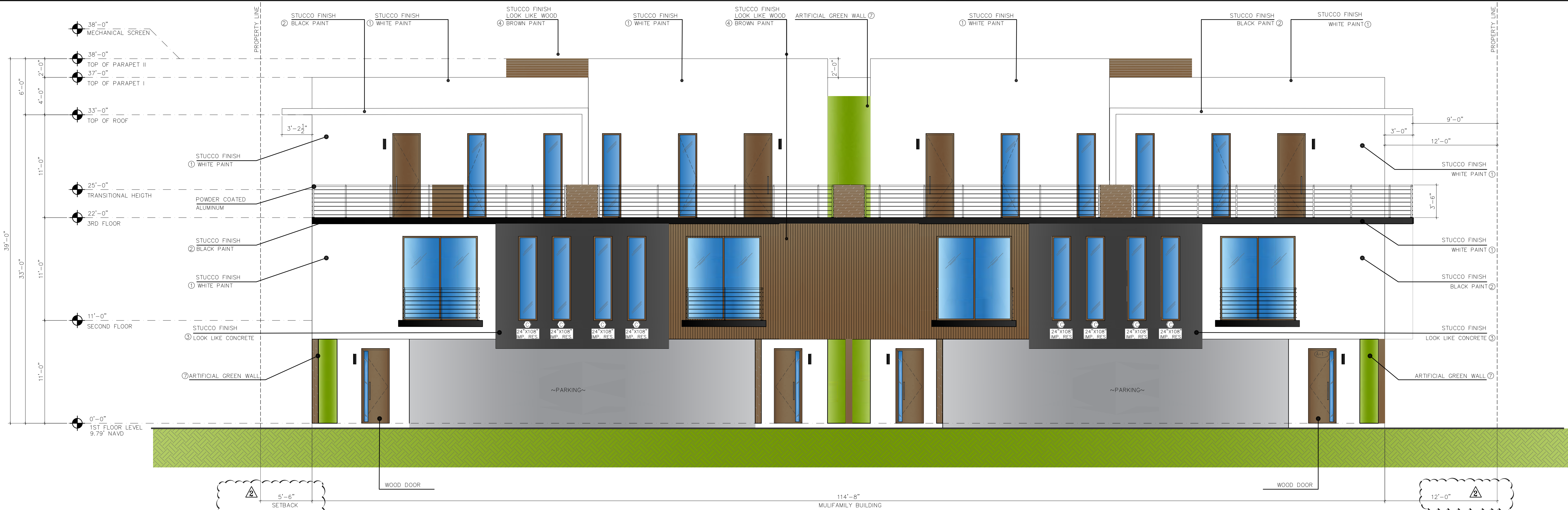
ELEVATIONS

SCALE: AS NOTED

SHEET NO.

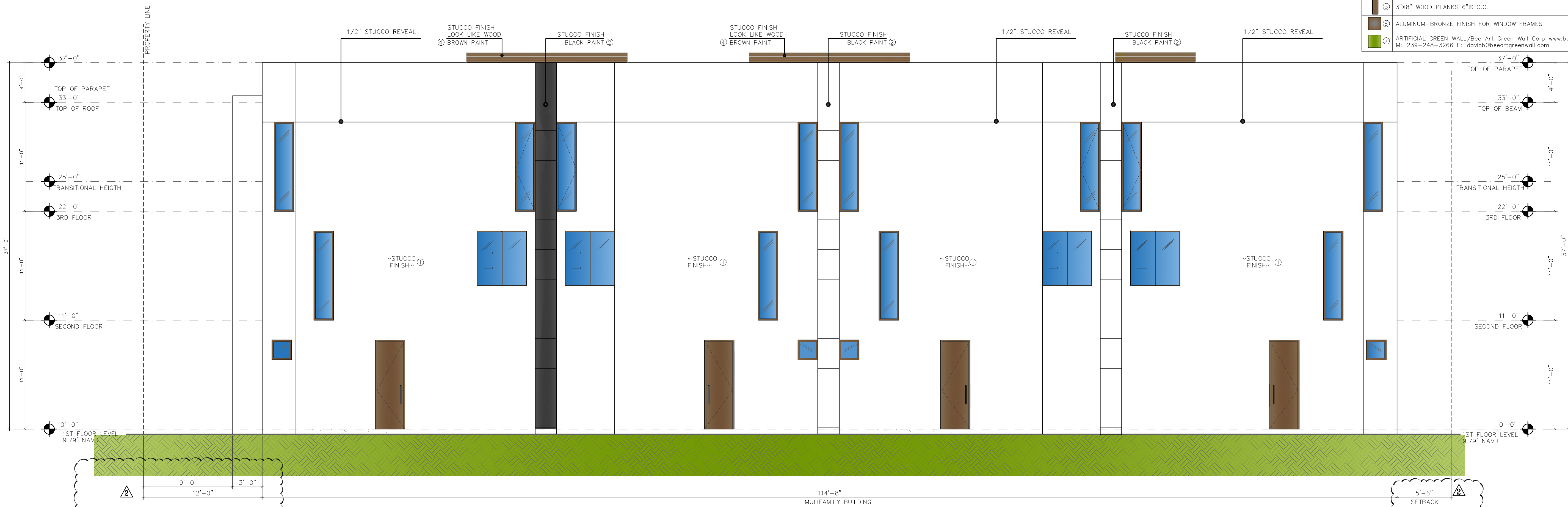
A.200

CODE IN EFFECT: 2020 Florida Building Code

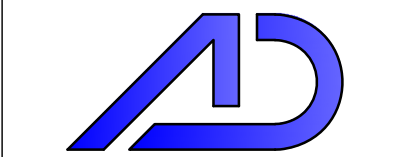


PROPOSED WEST BUILDING ELEVATION(SIDE) ①
SCALE: 3/16" = 1'-0"

TEXTURE	FINISH LEGEND DESCRIPTION
①	5/8" STUCCO FINISH W/ PAINT# 267-SW7001
②	5/8" STUCCO FINISH W/ PAINT IRON ORE# SW 7069
③	5/8" STUCCO FINISH LOOK LIKE CONCRETE W/ PAINT NIGHT OUT# SW 9560
④	5/8" STUCCO FINISH LOOK LIKE WOOD W/ PAINT# 277-C1-SW7520 PLANTATION SHUTTERS
⑤	3"x8" WOOD PLANKS 6" @ O.C.
⑥	ALUMINUM-BRONZE FINISH FOR WINDOW FRAMES
⑦	ARTIFICIAL GREEN WALL/Bee Art Green Wall Corp www.beeartgreenwall.com M: 239-248-3266 E: davidb@beeartgreenwall.com



PROPOSED EAST BUILDING ELEVATION(SIDE) ②
SCALE: 3/16" = 1'-0"



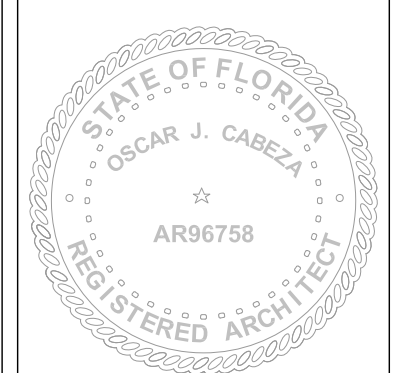
Architectural
Developers, LLC

AA26003068

ARCHITECTURE
SPACE PLANNING
INTERIOR DESIGN
PLANNING/ZONING

1803 BANKS RD
MARGATE, FL 33063
Tel. 561 213-7611
Fax. 561 771-1733
E-mail: OCABEZAB@ARCHITECTURE.COM

Architect Seal
NOT VALID UNLESS IT BEARS AN
ORIGINAL SIGNATURE AND A
RAISED EMBOSSED SEAL



OSCAR CABEZA
ARCHITECT
No. AR96758

ARCHITECT OF RECORD HEREBY EXPRESSLY
RESERVES HIS COMMON LAW COPYRIGHT
AND OTHER PROPERTY RIGHTS IN THESE
PLANS. THE DESIGN AND DRAWINGS ARE
NEITHER TO BE REPRODUCED, COPIED NOR
CHANGED IN ANY FORM OR MANNER WHAT
SO EVER NOR ASSIGNED TO ANY PARTY
WITHOUT FIRST OBTAINING THE EXPRESS
WRITTEN PERMISSION AND CONSENT OF
OSCAR CABEZA.

VILLAS AT DANIA BEACH
MULTIFAMILY DEVELOPMENT
20 SW 15 ST DANIA BEACH, FL 33004

PROJECT NUMBER: 22-1343

DATE: 01.13.23

REV.1 DRC: 03.01.23

REV.2 DRC: 04.20.23

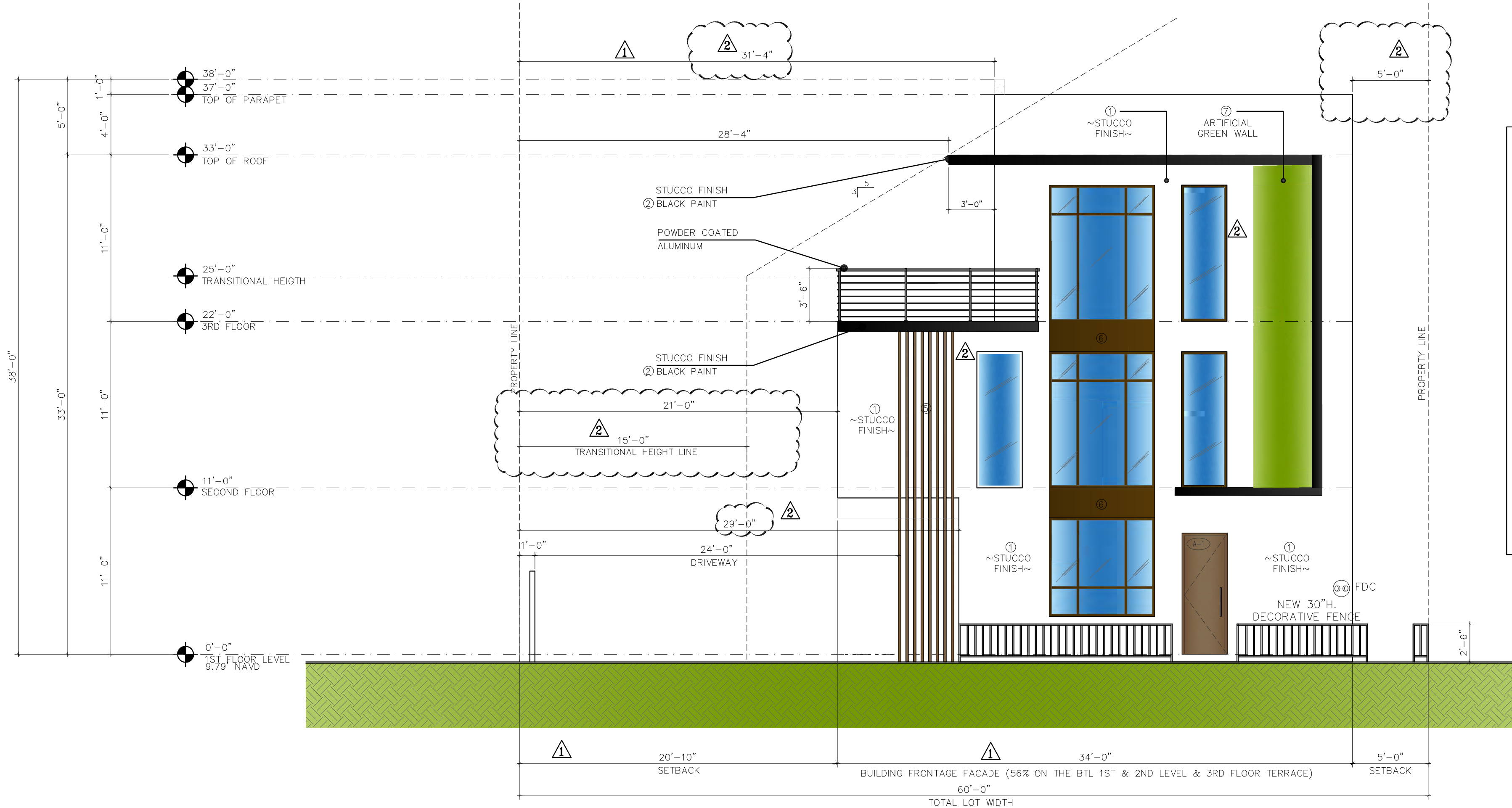
SHEET TITLE

ELEVATIONS

SCALE: AS NOTED

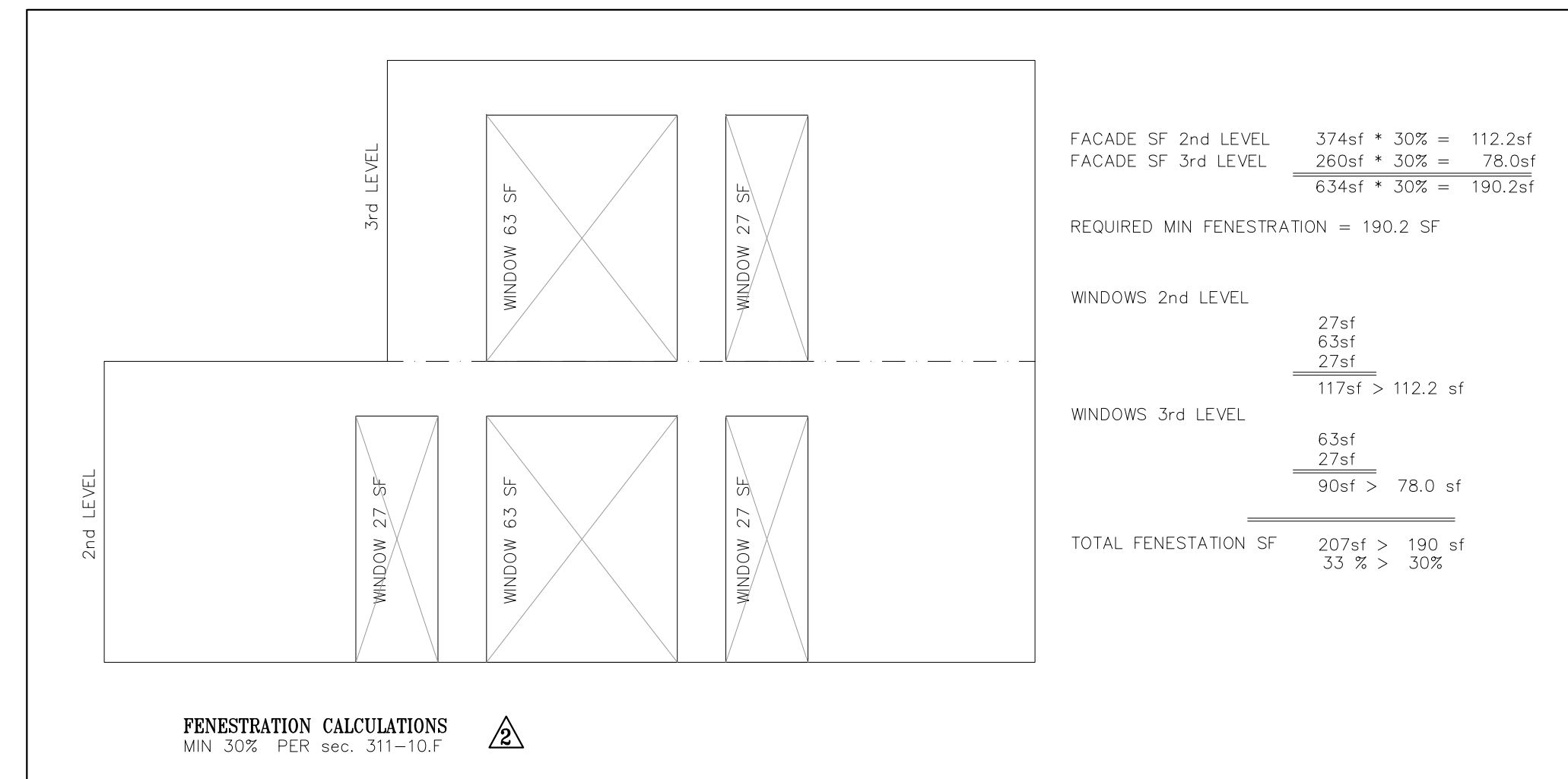
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A.201

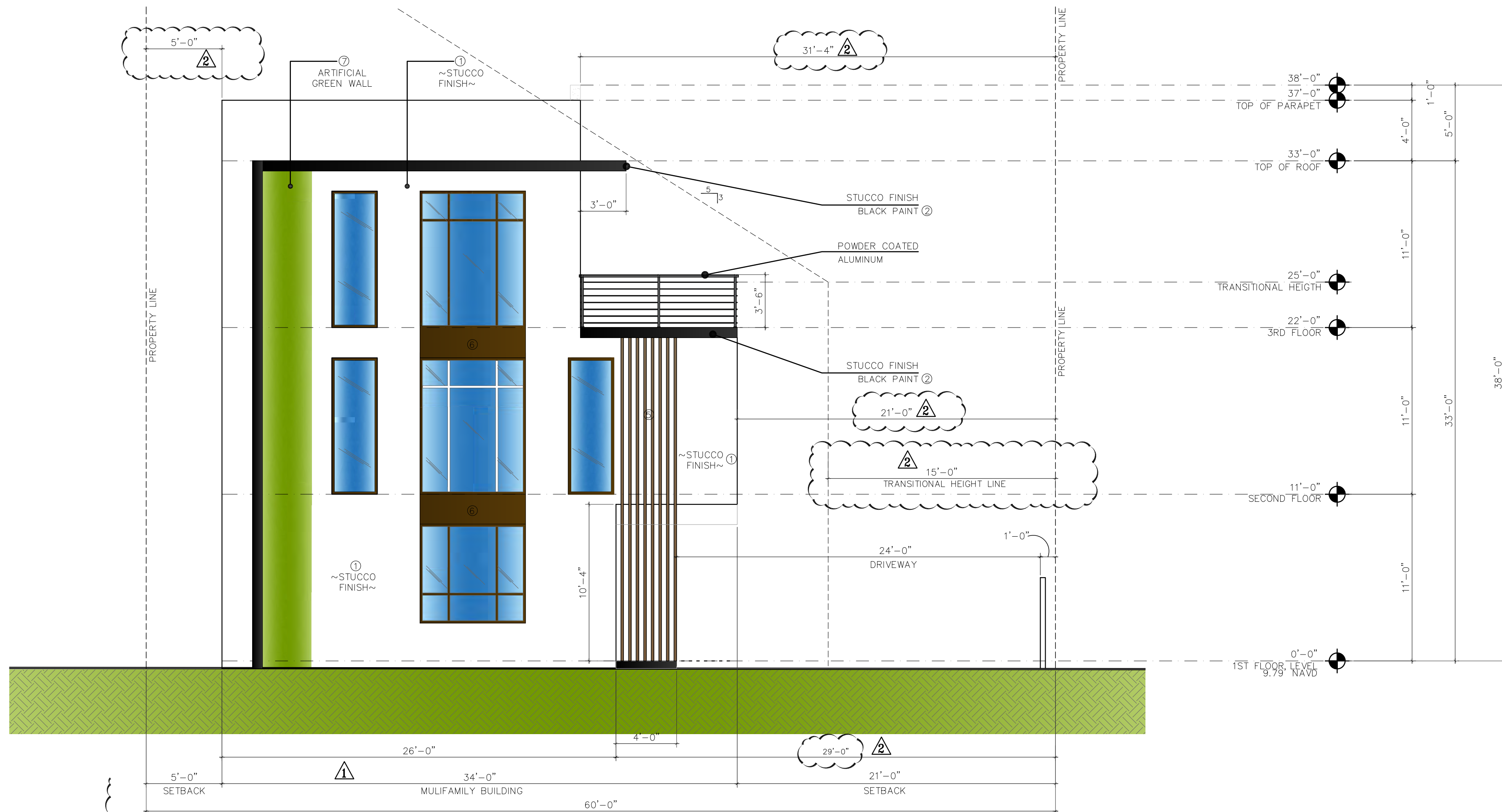
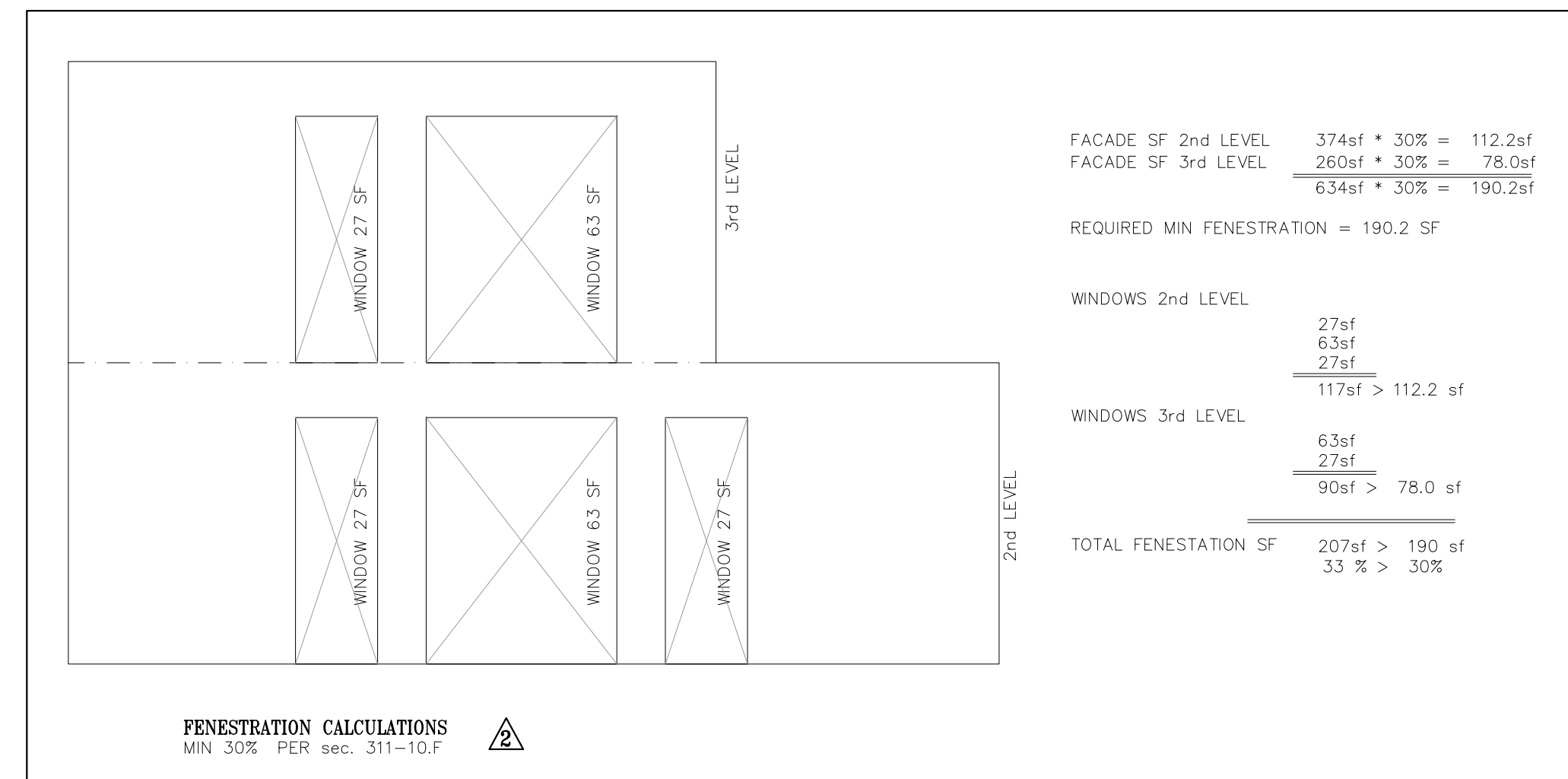


PROPOSED SOUTH BUILDING ELEVATION(FRONTAGE) ③

SCALE: 3/16" = 1'-0"



FINISH LEGEND	
TEXTURE	DESCRIPTION
①	5/8" STUCCO FINISH W/ PAINT# 267-SW7001
②	5/8" STUCCO FINISH W/ PAINT IRON ORE# SW 7069
③	5/8" STUCCO FINISH LOOK LIKE CONCRETE W/ PAINT NIGHT OUT# SW 9560
④	5/8" STUCCO FINISH LOOK LIKE WOOD W/ PAINT# 277-C1-SW7520 PLANTATION SHUTTERS
⑤	3"x8" WOOD PLANKS 6" @ O.C.
⑥	ALUMINUM-BRONZE FINISH FOR WINDOW FRAMES
⑦	ARTIFICIAL GREEN WALL/Bee Art Green Wall Corp. www.beeartgreenwall.com M: 239-248-3266 E: davidb@beeartgreenwall.com



PROPOSED NORTH BUILDING ELEVATION(REAR) ④

SCALE: 3/16" = 1'-0"

CODE IN EFFECT: 2020 Florida Building Code



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: _____

RECEIVED
DEC 01 2022
Date Rec'd: _____
Petition No.: SP-091-22

(SEE APPLICATION TYPE SCHEDULE ON PAGES 3 & 4)

THIS APPLICATION WILL NOT BE ACCEPTED UNTIL IT IS COMPLETE AND SUBMITTED WITH ALL NECESSARY DOCUMENTS. Refer to the application type at the top of this form and "Required Documentation" checklist to determine the supplemental documents required with each application. For after the fact applications, the responsible contractor of record shall be present at the board hearing. Failure to attend may impact the disposition of the application. 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.

The City's DRC process requires a hard copy of the application and application fee payment to be submitted to City Planning staff BEFORE electronic submittal will be accepted for processing. Applications will only be accepted on the submittal date identified on the annual DRC Meeting Deadline schedule. The application must identify the number of proposed residential dwelling units and/or the square footage of commercial/industrial use, as applicable. Once the application and fee are received a file number will be issued which must be used to identify the project when submitting electronically. Once the file number is issued, the applicant has 24 hours to load the plans electronically. Failure to submit within 24 hours will require the application to begin again the following month.

Location Address: 20 SW 15th St, Dania, FL, 33004

Lot(s): _____ Block: _____ Subdivision: _____

Recorded Plat Name: _____

Folio Number(s): 5142-03-10-5840 Legal Description: North Hollywood 4-1 B LOT 8 BLK 44

Applicant/Consultant/Legal Representative (circle one) Starlife Group / Gevorg Shahbazyan

Address of Applicant: 3080 SW 44th CT, Fort Lauderdale, FL, 33312

Business Telephone: 305-915-7737 Home: _____ Fax: _____

E-mail address: MiamiRedBoxRealtor@gmail.com

Name of Property Owner: Starlife Group

Address of Property Owner: 3080 SW 44th CT, Fort Lauderdale, FL, 33312

Business Telephone: 305-915-7737 Home: _____ Fax: _____

Explanation of Request: 4 UNIT Development.

Please provide proposed **Plat Name** & **Criteria Statement** as required by the City's **Land Development Code**.

Prop. Net Acreage: _____ Gross Acreage: _____ Prop. Square Footage: _____

Existing Use: _____ Proposed Use: _____

Is property owned individually, by a corporation, association, or a joint venture? Limited liability Company

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 Arman Shahbazyan (individual/firm) to represent me/us in all matters related to this application. I/we hereby acknowledge that the applicable fee was established to offset administrative costs and is not refundable.

I/we are fully aware that all approvals automatically expire within 12 months of City of Dania Beach Planning and Zoning Board or City Commission approval, or pursuant to the expiration timeframe listed in Part 6 of the Dania Beach Land Development Code.

STATE OF FLORIDA
COUNTY OF BROWARD
The foregoing instrument
Was acknowledged

By: [Signature]
(Owner / Agent signature*)

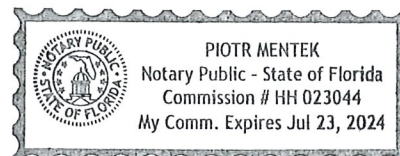
BEFORE ME THIS 16 DAY OF NOVEMBER, 20 22

By:

GEVORG SHAHBAZYAN
(Print name of person acknowledging)

N/A
(Joint owner signature if applicable)

Notary [Signature]
(Signature of Notary Public – State of FL)



Personally known _____ or Produced Identification ☒

Type of identification produced: _____ or Drivers License ☒

***If joint ownership, both parties must sign. If partnership, corporation or association, an authorized officer must sign on behalf of the group. A notarized letter of authorization from the owner of record must accompany the application if an authorized agent signs for the owner(s).**

NO APPLICATION WILL BE AUTOMATICALLY SCHEDULED FOR A MEETING.

**ALL APPLICATIONS MUST BE DETERMINED COMPLETE BY STAFF
BEFORE PROCESSING OCCURS.**

City of Dania Beach APPLICATION TYPE AND FEE SCHEDULE

INCOMPLETE SUBMITTALS ARE NOT ACCEPTABLE FOR REVIEW AND PROCESSING.

The following fees shall apply to all applications for land use plan amendments, rezoning, special exception use, variances, site plans and other zoning related applications. These fees are used to defray staff cost in the evaluation of the proposal made and provide for the required notices and public advertisements according to Florida State statutes and the Dania Beach Land Development Code. Should any applicant have more than one type of request submitted to the City, the applications involved should be submitted at the same time. The present City policy is to have concurrent reviews being processed before the final review and actions by the Planning and Zoning Board, City Commission, or both. It is the obligation of each applicant to review the appropriate City Codes and design standards related to the proposal before making any application to the City. The standard review process for all development applications are two (2) review cycles. **Any additional review or public notice required by staff or professional consultants will be charged to the applicant as per "Section 685-10 Cost Recovery for Development Review" of the Dania Beach Land Development Code.**

APPLICATION TYPE	FEE
LAND USE	
Assignment of Flex Units or Acreage	Filing fee = \$4,000.00 plus \$5.00 per flex, reserve or LAC/RAC unit or hotel room or \$100 per acre or portion of such area <i>Includes Staff processing, 2 review cycles, advertising and notice costs</i>
Change of Land Use	Filing fee = \$7,000.00, plus \$500.00 per acre or portion of area <i>Includes Staff processing, 2 review cycles, advertising and notice costs</i>
ZONING	
Change of Zoning (Rezoning)	Less than 2 acres - \$2,600.00 Greater than 2 acres - \$6,200.00 <i>Includes Staff processing, 2 review cycles, advertising and notice costs</i>
Zoning Code Text Amendment	Changing the list of Permitted Uses - \$6,000.00 General Text - \$2,000.00
PLAT	(Perimeter) Filing fee = \$3,000.00 plus \$50.00 per acre or portion of such area (Subdivision) Filing fee = \$3,000.00 plus \$100 per acre or portion of such area <u>Cost Recovery Fee: \$10,000.00</u> <i>Includes Staff processing, 2 review cycles, advertising and notice costs</i>
Delegation Request	\$1,500.00 <u>Cost Recovery Fee: \$10,000.00</u> <i>Includes Staff processing, 2 review cycles, advertising and notice costs</i>
SITE PLAN	
Site Plan	Filing Fee: \$3,000.00 Plus , retainer for staff/consultant review, administrative and notice costs as per "Section 685-10 Cost Recovery for Development Review" of the Land Development Code) <u>Cost Recovery= \$10,000.00</u> Fire Plan Review Fee: \$1,120.00 <u>Minimum fee: \$14,120.00</u> <i>Includes Staff processing, two (2) review cycles, advertising and notice costs</i>
Site Plan Revisions	Filing Fee: \$1,500.00 Fire Plan Review Fee: \$200.00 <u>Cost Recovery Fee: \$10,000.00</u> <i>Two (2) review cycles.</i> <i>(Plus, fee for each associated variance as listed in the fee schedule and cost as per "Section 685-10 Cost Recovery for Development Review" of the Land Development Code)</i>
Extension of Approval(s) (Site plan, variance, special exception requests)	\$1,250.00 – Single Extension (PLUS) an additional \$ 250.00 for each associated approval

City of Dania Beach
APPLICATION TYPE AND FEE SCHEDULE

SPECIAL EXCEPTION	
SPECIAL EXCEPTION	Filing fee = \$4,000.00 <i>Includes Staff processing, 2 review cycles, advertising and notice costs</i>
Additional Resubmittal (In addition to the standard (2) review cycles)	Any additional review or public notice required by staff or professional consultants due to the negligence of the applicant will be charged to the applicant as per Article 685-10 Cost recovery for Development Review of the Dania Beach Land Development Code.
VARIANCES, APPEALS & WAIVERS	
Administrative, Single Family	\$ 350.00
Administrative, all other	\$ 700.00
Single Family/Community Facility	\$ 500.00
Duplex & Triplex	\$1,150.00
Multifamily, Hotel, Condo-Hotel (per variance)	\$2,500.00
Nonres. (per variance), Wall Signs, Monument Signs, Pole Signs (As permitted)	\$2,000.00
Appeal (single family & comm fac)	\$ 700.00
Appeal (all other uses)	\$2,000.00
Dumpster Appeal to Com. Dev. Dir.	\$ 200.00
Dumpster Appeal to City Com.	\$ 500.00
Alcoholic Beverage Variance	\$1,400.00
Mobility Application	\$1,400.00
Traffic-way Waiver	\$4,000 .00
Vacation – Road/Easement	\$3,500.00
Alcohol Beverage Variance	\$1,400.00
Alcohol Extended Hours License Application	\$2,400.00
Alcoholic Beverage Waiver	\$1,000.00
Zoning Review: State Liquor License	\$ 125.00
Outdoor Seating/Dinning	\$ 100.00
Assisted Living Facility	\$ 100.00
CRA Grant Application	\$ 250.00
UNSPECIFIED	\$ 500.00 (PLUS any outside costs incurred by the city as per "Section 685-10 Cost Recovery for Development Review" of the land Development Code)
Zoning Information Letter	\$ 300.00
Certificate of Use- Residential	\$ 50.00
Super Graphic	\$ 250.00

Revised – 02-24-21 as per City Commission Approval Resolution #2021-021



MARTY KIAR
BROWARD
 COUNTY
 PROPERTY APPRAISER

Site Address	20 SW 15 STREET, DANIA BEACH FL 33004	ID #	5142 03 10 5840
Property Owner	STARLIFE GROUP LLC	Millage	0413
Mailing Address	3080 SW 44 CT FORT LAUDERDALE FL 33312	Use	00
Abbr Legal Description	NORTH HOLLYWOOD 4-1 B LOT 8 BLK 44		

The just values displayed below were set in compliance with Sec. 193.011, Fla. Stat., and include a reduction for costs of sale and other adjustments required by Sec. 193.011(8).

* 2023 values are considered "working values" and are subject to change.								
Property Assessment Values								
Year	Land	Building / Improvement	Just / Market Value	Assessed / SOH Value	Tax			
2023	\$118,250		\$118,250	\$118,250				
2022	\$118,250		\$118,250	\$118,250	\$2,253.65			
2021	\$114,170		\$114,170	\$114,170	\$2,222.01			
2023 Exemptions and Taxable Values by Taxing Authority								
	County	School Board	Municipal	Independent				
Just Value	\$118,250	\$118,250	\$118,250	\$118,250				
Portability	0	0	0	0				
Assessed/SOH	\$118,250	\$118,250	\$118,250	\$118,250				
Homestead	0	0	0	0				
Add. Homestead	0	0	0	0				
Wid/Vet/Dis	0	0	0	0				
Senior	0	0	0	0				
Exempt Type	0	0	0	0				
Taxable	\$118,250	\$118,250	\$118,250	\$118,250				
Sales History				Land Calculations				
Date	Type	Price	Book/Page or CIN	Price	Factor	Type		
2/2/2022	WD-Q	\$165,000	117911275	\$14.50	8,155	SF		
3/3/2017	WD-Q	\$160,000	114244304					
12/23/2013	DRR-T	\$100	112006934					
12/23/2013	WD-Q	\$77,000	112002472					
4/24/2013	QCD-T	\$100	111553103	Adj. Bldg. S.F.				
Special Assessments								
Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc
04						DS		
A								
19						.3		



**CITY OF DANIA BEACH
COMMUNITY DEVELOPMENT
Invoice**

No:

0000262

Date: December 01, 2022

RECEIVED FROM:

Name: AD Architectural
Developers LLC
Address: 1803 Banks RD
Address 2:
City/St/ZIP: Margate FL 33063

Service or Item	Amount
CR - 001-220-00-00 Cost Recovery	\$10,000.00
PSP - Public Hearing Items Application fee	\$3,000.00
FPR - Fire Plan Review Fee	\$1,120.00

P/Z ITEM # SP-091-22
LOCATION: 20 SW 15 Street
APPLICANT: Starlife Group/ Gevorg Shahbazyan

PREPARED BY: Ibel Larios

TOTAL DUE: \$14,120.00

DRC Submittal:
SP-091-22
20 SW 15 Street

Check #: 2629

*CAJ
12-1-22*



AD ARCHITECTURAL DEVELOPERS, LLC
 1803 BANKS RD.
 MARGATE, FL. 33063
 WWW.AD-ARCHITECTURE.COM
 (561)213-7611

WELLS FARGO
 FLORIDA
 WWW.WELLSFARGO.COM

DATE 11/30/2022

2629

PAY TO THE
 ORDER OF City if Dania Beach

\$ **14,120.00

Fourteen thousand one hundred twenty and 00/100***** DOLLARS

VOID AFTER 90 DAYS

MEMO Dania Beach DRC

AUTHORIZED SIGNATURE

SECURITY FEATURES INCLUDED. DETAILS ON BACK

⑈002629⑈ ⑆063107513⑆ 6559071953⑈

AD ARCHITECTURAL DEVELOPERS, LLC

2629

DATE: 11/30/2022 PAYEE: City if Dania Beach CHECK TOTAL: \$ 14,120.00

Account	Amount	Memo	Class
	14120.00	Dania Beach DRC	

PAYMENT DATE
12/01/2022
COLLECTION STATION
City Hall Window 1
RECEIVED FROM
AD ARCHITECTURAL
DEVELOPERS LLC

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

BATCH NO.
2023-03000236
RECEIPT NO.
2023-00008567
CASHIER
fincashier1
ENTRY DATE
12/01/2022 04:09:33 PM

DESCRIPTION
1803 BANKS RD MARGATE FL

PAYMENT CODE	RECEIPT DESCRIPTION	TRANSACTION AMOUNT						
CR	Cost Recovery Misc SP-091-22 20 SW 15 STREET STARLIFE GROUP/GEVORG SHAHBAZYAN	\$10,000.00						
PSP	Appl Review - Standard SP-091-22 20 SW 15 STREET STARLIFE GROUP/GEVORG SHAHBAZYAN	\$3,000.00						
FPR	Fire Plan Review Fee SP-091-22 20 SW 15 STREET STARLIFE GROUP/GEVORG SHAHBAZYAN	\$1,120.00						
Payments:	<table><tr><th>Type</th><th>Detail</th><th>Amount</th></tr><tr><td>Check</td><td>2629</td><td>\$14,120.00</td></tr></table>	Type	Detail	Amount	Check	2629	\$14,120.00	
Type	Detail	Amount						
Check	2629	\$14,120.00						
Total Amount:		\$14,120.00						



GEVORG SHAHBAZYAN
TheStarLifeGroup@gmail.com

ARMAN SHAHBAZYAN
ARMANMIAMI@GMAIL.COM

September 11th, 2023

Community and Neighbor Outreach for Dania Site Plan
Location: At the Project Site – 20 SW 15th St, Dania Beach, FL, 33004
Project Address: 20 SW 15th St, Dania Beach, FL, 33004
When: September 26th at 1 pm at the Property Address

Re: Community and neighbor outreach

Dear Neighbors and Property Owners

An application has been submitted to the City of Dania for site plan approval for a project known as **The Villas at Dania Beach**. Project is designed by AD Architecture and Developed by Starlife Group, LLC. The applicant is proposing to develop 4-unit apartment building project consistent with the Land Use criteria and zoning of the City of Dania Beach.

As part of the City of Dania's public/neighbor outreach program, the applicant is reaching out to the owner of the property adjacent to the project The Villas at Dania Beach to get the support to the development of this project. We kindly ask that you sign below as your expression of support for this project to benefit the greater community and increase the value of your and other properties.

Should you have any questions or concerns, please do not hesitate to contact us via email at: TheStarLifeGroup@gmail.com Thank you for your time and consideration to this matter.

Sincerely,

Starlife Group, LLC

Gevorg Shahbazyan



AFFIDAVIT
CITY OF DANIA BEACH, FLORIDA
COMMUNITY DEVELOPMENT DEPARTMENT
MAILING LIST AND LABELS

STATE OF FLORIDA
COUNTY OF Broward

BEFORE ME, the undersigned authority, personally appeared Christina Mathews,
(Print Name)
who, after being duly sworn, deposes and says:

1. I am an individual over the age of 18 years old and

(CHECK APPLICABLE SPACE)

 I am the property Owner of the property identified below,

OR

X I represent to the City of Dania Beach, Florida that I am an authorized agent and representative of the property owner(s), Starlife Group LLC,

(Print Name of Property Owner)

for the property located at 20 SW 15 Street (the "Property"), and this
(Address)

sworn statement pertains to the application for Site Plan

(Briefly describe application, such as "site plan approval" or a "variance" or a "special exemption")

relating to Petition number(s) SP 091-22.

2. Pursuant to **Sec. 610-20(D)** of the Land Development Code ("LDC") of the Code of Ordinances of the City of Dania Beach, Florida, I understand that there is a mailing date deadline for notices and that as the applicant for the petition, I must provide the City with:

- One (1) set of Mailing Labels, and
- One (1) copy of the mailing list for all property owners who or which own property located within 1,000 feet of the subject property.

3. I understand that I am legally responsible for timely providing the City with the mailing labels and mailing list a minimum of twenty-five (25) days prior to the mailing date (for projects which may have more than 200 mailings, I understand that City staff may request labels even earlier). The mailing date is , 20 . I am also aware that pursuant to **LDC Sec. 610-30(D)(3)**, "[T]he mail notice shall contain substantially the same information as provided in the newspaper advertisement for the same application, and shall also contain the legal description of the subject property, the approximate relation to the nearest cross street(s) and a map or demarcated aerial photograph showing its approximate size, location and relationship to adjacent properties."

4. If I do not timely provide the mailing labels and mailing list, the City will need to delay the processing of the application.

OWNER OR REPRESENTATIVE:

JOINT OWNER (IF APPLICABLE)

Signature

Signature

PRINT Name

PRINT Name

Title

Title

**IF CORPORATION, LIMITED LIABILITY COMPANY, LIMITED PARTNERSHIP
OR OTHER ENTITY:**

Cutro & Associates

(Full Legal Name of Corporation or Entity)

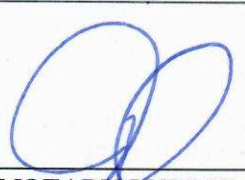

Signature

Christina Mathews

PRINT Name

Title

On September 6, 2023, personally appeared Christina Mathews,
and (if applicable, if there is a co-owner) _____, as the Owner(s)
of the property described above. Such person(s) is/are personally known to me or produced
his/her/their
identification.


NOTARY PUBLIC
State of Florida

My Commission Expires: 2-17-25





CERTIFICATION LETTER

City of Dania Beach

Date: September 13, 2023

Applicant: Starlife Group. LLC

Legal Description: Lot 8 Block 44 A of North Hollywood Plat as recorded in Plat Book 4 Page 1 of the Public Records of Broward County, Florida.

Address or

General Location: 20 SW 15 Street

This letter certifies that the attached list of property owners was prepared using the latest tax folio rolls supplied by the Broward County Property Appraisers Office as of August 29, 2023. This list includes all properties within 1,000 feet from each property line of the subject site known as The Villas at Dania Beach.

This letter also certifies that the attached notification was sent to the persons on the list of property owners. The notice was mailed September 13, 2023.

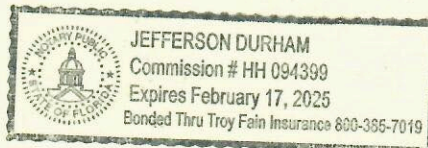
Thank You,

A blue ink signature of Christina Mathews, written in a cursive style.

Christina Mathews

Sworn and subscribed before me this 13th day of September, 2023. She is personally known to me.

A blue ink signature of the Notary, written in a cursive style.

Signature of Notary

1025 Yale Drive
Hollywood, Florida 33021
954-920-2205

Email: cutroplanning@yahoo.com

FOLIO_NUMB	NAME	ADDRESS_LI	CITY
514203000910	FLORIDA DEPT OF TRANSPORTATIONOFFICE OF RIGHT OF WAY	3400 W COMMERCIAL BLVD	FORT LAUDERDALE
514203070010	RHINOZ CORP	2000 TOWERSIDE TERR 810	MIAMI
514203070020	ZAWISTOWKI,ADAM	11 SE 14 ST	DANIA BEACH
514203070030	ZAWISTOWSKI,ADAM	11 SE 14 ST	DANIA BEACH
514203070031	CARMELO POLITO REV TRPOLITO,CARMELO TRSTEE	11655 LA VALINIERE	*MONTREAL QC
514203070040	SANTOS,DARLENE	17 SE 14 STREET	DANIA BEACH
514203070050	JONES,AARON JAMES	25 SE 14 ST	DANIA BEACH
514203070060	TONKS,BRIAN T & DEBORAH	29 SE 14 ST	DANIA BEACH
514203070070	SCIRPO,ELIZABETH R	300 WILLOW BROOK RD	CARTHAGE
514203070080	ELIZABETH SCIRPO TRSCIRPO,ELIZABETH R TRSTEE ETAL	300 WILLOW BROOK DR	CARTHAGE
514203070090	RODRIGUEZ,LENA T	41 SE 14 ST	DANIA BEACH
514203070100	SIGNORE,PETER ANTHONY III	210 NE 1 CT	DANIA BEACH
514203070110	LYND,CONSTANCE H/ELYND,ROBIN & LYND,ROXANNE	49 SE 14 ST	DANIA BEACH
514203070120	CITY OF DANIA BEACH	100 W DANIA BEACH BLVD	DANIA BEACH
514203070130	SMITH,EDWIN P & MICHELLE S	10921 PINE LODGE TRL	DAVIE
514203070180	PROJECT USA LLC	3415 N OCEAN DR #501	HOLLYWOOD
514203070190	PROJECT USA LLC	3415 N OCEAN DR #501	HOLLYWOOD
514203070210	18 REALTY LLC	19355 TURNBERRY WAY #23C	AVENTURA
514203070220	1437 S FEDERAL HWY LLC	135 WESTON RD #328	WESTON
514203070230	1437 S FEDERAL HWY LLC	135 WESTON RD #328	WESTON
514203070240	PRESUTTI,GIOVIMAR	15 SE 15 ST	DANIA BEACH
514203070250	LERDO,NELLY EST%LUIS E PAREDES GONZALES	17 SE 15 ST	DANIA BEACH
514203070260	COWART,NICK & SLOAN PAIGE	21 SE 15 ST	DANIA BEACH
514203070270	CARO,LEOPOLDO ECARO,LEONOR ETAL	25 SE 15 ST	DANIA BEACH
514203070280	KRESPIN,RAPHAELSEVILLA-SHARON,MAIA	29 SE 15 ST	DANIA BEACH
514203070290	POPESKU,JONPOPESCU,MARIORA	33 SE 15 ST #1-2	DANIA BEACH
514203070300	ALEKSANDR VEKSLER TRVEKSLER,ALEKSANDR TRS	7017 S NETHERLAND WAY	AURORA
514203070310	POPESKU,JON & POPESKU,MARIOARA	41 SE 15 ST	DANIA BEACH
514203070320	MAXRE LLC	21500 BISCAYNE BLVD # 504	AVENTURA
514203070330	GOROSTOLA,INIGO	1470 SE 2 AVE	DANIA BEACH
514203070340	CITY OF DANIA BEACH	100 W DANIA BEACH BLVD	DANIA BEACH
514203070350	NEW BETHANY BAPTIST MISSION INC	201 E SHERIDAN ST	DANIA BEACH
514203070390	ENJEDI,JOSEPH F & MARGARET &SOLIC,JOVAN & RADINKA ETAL	1403 SE 2 AVE	DANIA BEACH
514203070400	SOLIC,JOVAN & RADINKA	1401 SE 2 AVE	DANIA BEACH

514203070401	ENJEDI,JOSEPH JR H/EENJEDI,JOSEPH F & MARGARET	1403 SE 2 AVE	DANIA BEACH
514203070420	SIMOPOULOS,SIMOS T H/ESIMOPOULOS,NANCY ROCIO ETAL	50 SE 14 ST #1-2	DANIA BEACH
514203070430	LYND,ROBIN H/ELYND,CONSTANCE & LYND,ROXANNE	46 SE 14 ST	DANIA BEACH
514203070440	SORENSEN,JUDITH ANNJUDITH ANN SORENSEN REV LIV TR	42 SE 14 ST	DANIA BEACH
514203070450	LULIC,DANADE VITA,LEANDRO	38 SE 14 ST	DANIA BEACH
514203070460	ARIKA,LIMOR	34 SE 14 ST	DANIA BEACH
514203070470	CASTELLI,ANNA CATALANO	3900 ATLANTIC BLVD	VERO BEACH
514203070480	CASTELLI,BEPPUCCIO & ANNA	3900 ATLANTIC BLVD	VERO BEACH
514203070490	RUFFING,DENISE	22 SE 14 ST	DANIA BEACH
514203070520	SKOPP,STEVE	933 HARBOR VIEW N	HOLLYWOOD
514203070530	PROJECT USA LLC	3415 N OCEAN DR #501	HOLLYWOOD
514203070540	1505 FEDERAL PLAZA LLC	1173A 2 AVE #246	NEW YORK
514203070600	SHERIDAN EAST LLC	1026 N NORTHLAKE DR	HOLLYWOOD
514203070610	SHERIDAN EAST LLC	1026 N NORTHLAKE DR	HOLLYWOOD
514203070620	MARY POP REALTY CO INC	38 SE 15 ST APT 109	DANIA BEACH
514203070650	MARY POP REALTY CO INC	38 SE 15 ST APT 109	DANIA BEACH
514203070660	SHAGGY DOG HOLDINGS LLC	PO BOX 216795	NORTH MIAMI
514203070680	CITY OF DANIA BEACH	100 W DANIA BEACH BLVD	DANIA BEACH
514203070690	NEW BETHANY BAPTIST MISSION INC	201 E SHERIDAN ST	DANIA BEACH
514203070720	PUBLIC LAND% CITY OF DANIA BEACH	100 W DANIA BEACH BLVD	DANIA BEACH
514203080010	MCCALL,CODY ZACHARIAH	2032 UTICA SQ #52391	TULSA
514203080020	KUST,SAMUEL	35 SE 12 ST	DANIA BEACH
514203080030	KWC ENTERPRISES LLC	25 SE 11 ST	DANIA BEACH
514203080050	CASTRO,ANA ROSA	1200 SE 2 AVE	DANIA BEACH
514203080060	RYAN,RENEE	46 SE 12 ST	DANIA BEACH
514203080070	CABRERA,EDUARDO ELANZAFAME,PATRIZIA	3210 SW 16 CT	FORT LAUDERDALE
514203080080	GOLDIE HOLDINGS LLC	1940 SW 67 AVE	PLANTATION
514203080081	FISCHER,DAVID	34 SE 12 ST	DANIA BEACH
514203080100	MACKENZIE,CINDY MARIE	28 SE 12 ST	DANIA BEACH
514203080110	REEVES-SAULSBERRY,MARILYN H/ECALLWOOD,SIERRA NAOMI	27 SE 13 ST	DANIA BEACH
514203080120	GREEN,SHERI LTASCHEREAU,ROBERT	33 SE 13 ST	DANIA BEACH
514203080130	FRY,NICOLAS JAMES	9886 DAISY AVE	PALM BEACH GARDENS
514203080140	DOLINSKY,STEVEN J	5965 STERLING ROAD #307	DAVIE
514203080150	SOLTZ,GAL	274 SW 8 ST	DANIA BEACH
514203080160	PROPERTY INVEST W LLC	1200 BRICKELL AVE #1960	MIAMI
514203080170	GREENBERG,ALLEN SLI,GRACE DE LOS ANGELES YUNG	1846 MAYO ST	HOLLYWOOD
514203080180	CHESTO,DANIEL	PO BOX 820461	PEMBROKE PINES
514203080190	GREUNER,MONICA	26 SE 13 ST	DANIA BEACH

514203080210	2017-1 IH BORROWER LP%INVITATION HOMES - TAX DEPT	1717 MAIN ST #2000	DALLAS
514203080211	VLADISLAV PROTSENKO INC	1912 S OCEAN DR #2B	HALLANDALE BEACH
514203080220	MCELLIGOTT,PATRICIA EST	39 SE 13 TER	DANIA BEACH
514203080230	ANGEL,ERICK	220 SE 6 ST	DANIA BEACH
514203080240	WIELANDT,R T & ETTA J	243 SE 6 ST	DANIA BEACH
514203080250	NANTON,JANETTE SNANTON-JOHNSON FAM TR ETAL	53 SE 13 TER	DANIA BEACH
514203080252	GOMEZ D,EDGAR DANIELRIOS,PAMELA	1302 SE 2 AVE	DANIA BEACH
514203080260	PEDRAS,CAMILA JUNQUEIRA	1320 SE 2 AVE	DANIA BEACH
514203080270	FUNG,SAMANTHAGUTIERREZ,ALCIDES	50 SE 13 TER	DANIA BEACH
514203080280	BRADLEY,STEVEN & DEBRA	48 SE 13 TER	DANIA BEACH
514203080290	PEREZ,MARIA SNELYS H/EPEREZ,JUAN CARLOS	42 SE 13 TER	DANIA BEACH
514203080300	NICOLAE POVIAN REV LIV TR	10799 N SARATOGA DR	COOPER CITY
514203080310	TORJMAN,MAURICE	36 SE 13 TER	DANIA BEACH
514203080320	MM 26 SE 13 LLC	20533 BISCAYNE BLVD #168	AVENTURA
514203102300	ANGELOS,THOMAS	1160 SW 2 AVE	DANIA BEACH
514203102441	QUADE,JAMES RWILHERE,KATHLEEN D	603 BELLEVUE RD	WILMINGTON
514203102442	WU,NAI JEN &HE,XIAO XIA	242 S FEDERAL HWY	DANIA BEACH
514203102450	CANEDO,GUILLERMO A	230 SW 13 ST	DANIA BEACH
514203102460	CHARLES,EVELYNEMETIS,CHARLES & METIS,STEPHANIE	2805 RED LION LN	SILVER SPRINGS
514203102470	BELLERA,INGRID E	218 SW 13 ST	DANIA BEACH
514203102480	CORIA,CLARA OCORIA,JUAN G	65 FAYETTEVILLE RD NE	ATLANTA
514203102490	GOMEZ,CESAR A	2030 NW 16 STREET	DELRAY BEACH
514203102500	FLEMING FAMILY INVESTMENT LLC	414 NW KNIGHTS AVE #613	LAKE CITY
514203102510	JORGE,HENRY	21001 PINES BLVD #298636	PEMBROKE PINES
514203102590	ABYSS MIAMI CORP	19420 NW 2 ST	PEMBROKE PINES
514203102591	BETHBART HOLDINGS LLC	2699 STIRLING RD #C-101	FORT LAUDERDALE
514203102600	DEGRACIA,FRANK & MARGARITA C	248 SW 14 ST	DANIA BEACH
514203102610	DOMATOV,ARONDOMATOV,NATALYA	3505 S OCEAN DR #910	HOLLYWOOD
514203102620	GREAT MIAMI REAL ESTATEINVESTMENT & MANAGEMENT LLC	5190 NW 165 ST UNIT D	MIAMI GARDENS
514203102630	GREAT MIAMI REAL ESTATEINVESTMENT & MANAGEMENT LLC	5190 NW 165 ST UNIT D	MIAMI GARDENS
514203102640	ALWARD,JOHN & LISA	475 NE 8 AVE	DEERFIELD BEACH
514203102650	ROBERTO MONJE REV TRMONJE,ROBERTO TRSTEE	5316 CLEVELAND ST	HOLLYWOOD
514203102660	DARGHAM,GEORGE	490 SE 2 ST	HIALEAH
514203102670	DALE,JEFFREY C	1304 SW 2 AVE	DANIA BEACH
514203102680	BAKER,CREIGHTON JAMES	1302 SW 2 AVE	DANIA BEACH
514203102690	FORTUNEE LLC%FREDERIC M BARTHE ESQ	17 SE 24 AVE 2ND FLOOR	POMPANO BEACH
514203102700	BUJOR,CONSTANTIN	2400 SW 139 AVE	DAVIE
514203102710	NSLA INVESTMENTS LLC	3600 N 46 AVE	HOLLYWOOD
514203102720	SUE WHITTAKER REV TRWHITTAKER,SUE TRSTEE	218 SW 12 ST	DANIA BEACH
514203102730	SANCHEZ,JULI-ANN H/EGUERRERO,DEREK J	249 SW 13 ST	DANIA BEACH
514203102810	BETHBART HOLDINGS LLC	2699 STIRLING RD #C101	FORT LAUDERDALE
514203102820	DANIA PRIDE 248 LLC	266 SW 15 ST	DANIA BEACH
514203102830	LINDO,NORMAN H/ELINDO,JASON	242 SW 15 ST	DANIA BEACH
514203102840	HANUKA,NATI	240 SW 15 ST	DANIA BEACH
514203102850	JENKINS,GARY	230 SW 15 ST	DANIA BEACH
514203102852	DANIA PRIDE 224 LLC	1109 MANGO ISLE	FORT LAUDERDALE
514203102853	BLANC,JOSEPH PATRICKBLANC,NERLANDE	1181 NE 200 TER	MIAMI

514203102860	DANIA REAL ESTATE LLLP	6099 STIRLING RD STE 214	DAVIE
514203102861	DANIA REAL ESTATE LLLP	6099 STIRLING RD STE 214	DAVIE
514203102870	P & P PROPERTY ADMINISTRATIONLLC	2120 N 57 AVE	HOLLYWOOD
514203102880	PF RENTAL IV LLC	1205 S 21 AVE	HOLLYWOOD
514203102890	PF RENTAL IV LLC	1205 S 21 AVE	HOLLYWOOD
514203102900	4330 SHERIDAN LLC	4330 SHERIDAN ST #201B	HOLLYWOOD
514203102910	SANDS,VIRGINIA	231 SW 14 ST	DANIA BEACH
514203102920	AS MIAMI INVEST LLC	1201 S OCEAN DR #1008S	HOLLYWOOD
514203102930	LECOAL PROPERTIES LLC	3370 NE 190 ST #1606	AVENTURA
514203102940	SMITH GLOBAL ENTERPRISES LLC	3700 NW 11 ST	COCONUT CREEK
514203103000	CRUZ,THOMAS & LUCRECIA	2898 W 74 PL	HIALEAH
514203103010	NASRIN HOMES INC	201 NE 2 CT	DANIA BEACH
514203103012	JOHNSON,SOLOMONNATHANIEL- JOHNSON,CARROL P	242 SW 16 ST	DANIA BEACH
514203103013	ELEAZARD,MIRLYNE	234 SW 16 ST	DANIA BEACH
514203103020	DAVIS,WARREN	226 SW 16 ST	DANIA BEACH
514203103030	COFFEECAKE HOLDINGS LLC	3841 N 37 AVE	HOLLYWOOD
514203103040	THOMAS,GLORIA L	1841 SW 94 TER	MIRAMAR
514203103050	SIMCHA,REUVEN	220 TENNYSON DR	STATEN ISLAND
514203103051	FLORIDA DEPT OF TRANSPORTATIONOFFICE OF RIGHT OF WAY	3400 W COMMERCIAL BLVD	FORT LAUDERDALE
514203103060	GUARANTEED INVESTMENT II LLC	3501 N OCEAN DR APT 4C	HOLLYWOOD
514203103080	ADILI,ALLEN	7216 NW 65 TER	PARKLAND
514203103090	ROCK,ROBERT E	225 SW 15 STREET	DANIA BEACH
514203103100	ROMAN,JULIA M	231 SW 15 ST	DANIA BEACH
514203103120	PIERSON,KEVIN	237 SW 15 ST	DANIA BEACH
514203103121	243 LAND TRUST NO 1302013L6 LLC TRSTEE	4539 ROYAL PALM AVE	MIAMI BEACH
514203103130	DANIA PRIDE 249 LLC	1109 MANGO ISLE	FORT LAUDERDALE
514203103140	KEVIN PIERSON REV TRTHERESA SCHMITZ REV TR ETAL	1109 MANGO ISLE	FORT LAUDERDALE
514203103230	MERCILUS,JEANDORVILUS,EMELINE	1939 SHERMAN ST	HOLLYWOOD
514203103240	WEBER,PHILLIP & MARIA	1931 SHERMAN ST	HOLLYWOOD
514203103250	SITKU,ZOLTAN & MELINDA	1925 SHERMAN ST	HOLLYWOOD
514203103260	CARLE,MYRA	1919 SHERMAN ST	HOLLYWOOD
514203103270	SAMANTHA PARK LLC% KEVIN S GROSSFELD ESQ	PO BOX 191524	MIAMI BEACH
514203103280	DE LA CRUZ,ESMILDA NOEMI	1901 SHERMAN CIR	HOLLYWOOD
514203103290	DELGADO,IVETTE	2410 N 19 AVE	HOLLYWOOD
514203103300	HANNA,PETERHANNA,NARMAR	200 LESLIE DR #710	HALLANDALE BEACH
514203103310	FIGUEROA,CYNTHIA H/EFIGUEROA,AUGUSTIN	1914 SHERIDAN ST	HOLLYWOOD
514203103320	GAO,YUNQING	19651 NE 22 AVE	MIAMI
514203103330	7TH STREET BOCA LLC	PO BOX 6744	DELRAY BEACH
514203103340	SIMMIONS,JAMES	1926 SHERIDAN ST	HOLLYWOOD

514203103350	SAMANTHA PARK LLC	PO BOX 191524	MIAMI BEACH
514203103360	PHD DEVELOPMENT LLC	2900 GLADES CIR STE 250	WESTON
514203103490	LIVE CHEAP LLC	627 NW 177 ST	MIAMI GARDENS
514203103500	CITY M SHERIDAN LLC	1990 NE 163 ST STE 110	N MIAMI BEACH
514203103510	KROYTORO, CHELI	1912 SHERMAN ST	HOLLYWOOD
514203103520	BERLINGER, EVA CLIFF	1918 SHERMAN ST	HOLLYWOOD
514203105400	GABRIAN, CAMELIA H/EGABRIAN, PETRU	1853 THOMAS ST	HOLLYWOOD
514203105420	MACRAE, KATHY LEE	1845 THOMAS ST	HOLLYWOOD
514203105430	MEREU, ADRIANA & GABRIEL	1839 THOMAS ST	HOLLYWOOD
514203105440	VITERI, MARCO A & HYLDE	5000 MCKINLEY ST	HOLLYWOOD
514203105450	INVESTING WISELY XLII LLC% UPSIDE MANAGEMENT LLC	7771 W OAKLAND PARK BLVD STE 210	SUNRISE
514203105460	REAL ESTATE SOLUTIONS SAS LLC	3625 N COUNTY CLUB DR #1403	AVENTURA
514203105470	LOCAL RENTALS LLC	200 SE 4 ST # A	HALLANDALE BEACH
514203105480	MADISON EXCHANGE AS 1031 RICHARD HORWITZ (344 CORP)	4920 LORING DR #1422	WEST PALM BEACH
514203105490	ANDERSON, MARK W	1855 SHERMAN ST	HOLLYWOOD
514203105500	SP RENTAL ENTERPRISES LLC	3381 SHERIDAN ST	HOLLYWOOD
514203105510	B & H REAL ESTATE MANAGEMENT LLC	3241 SW 44 ST	FORT LAUDERDALE
514203105520	KASTROVA, GALINA	245 POINCIANA ISLAND DR	SUNNY ISLES BEACH
514203105530	G T ENTERPRISES 2 LLC	3241 SW 44 ST	FORT LAUDERDALE
514203105540	ALVIFIN CORP% CURRENT CAPITAL MGMT INC	4000 HOLLYWOOD BLVD STE 765S	HOLLYWOOD
514203105550	ALTURA REAL ESTATE INVESTMENTS LLC	20803 BISCAYNE BLVD STE 440	AVENTURA
514203105560	YTY FL INVESTMENTS LLC	2755 E OAKLAND PARK BLVD #301	FORT LAUDERDALE
514203105561	FLORIDA DEPT OF TRANSPORTATION OFFICE OF RIGHT OF WAY	3400 W COMMERCIAL BLVD	FORT LAUDERDALE
514203105570	LARCO, LUIS	54 SW 16 ST	DANIA BEACH
514203105571	FLORIDA DEPT OF TRANSPORTATION OFFICE OF RIGHT OF WAY	3400 W COMMERCIAL BLVD	FORT LAUDERDALE
514203105572	FLORIDA DEPT OF TRANSPORTATION OFFICE OF RIGHT OF WAY	3400 W COMMERCIAL BLVD	FORT LAUDERDALE
514203105580	JAFARMADAR, HOSSEIN NILCHIAN, NASRIN	201 NE 2 CT	DANIA BEACH
514203105590	JAFARMADAR, HOSSEIN NILCHIAN, NASRIN	201 NE 2 CT	DANIA BEACH
514203105600	BARREIRO, ELIZABET	36 SW 16 ST	DANIA BEACH
514203105630	GURU SHAKTI GROUP INC	PO BOX 85087	HALLANDALE BEACH
514203105680	AGUILERA, ROBERTO	1550 S FEDERAL HWY	DANIA BEACH
514203105690	1502 S FEDERAL HIGHWAY LLC/O XIRAS, JOSEPH	48 SOUNDVIEW DR	GREAT NECK

514203105700	1502 S FEDERAL HIGHWAY LLCC/O XIRAS, JOSEPH	48 SOUNDVIEW DR	GREAT NECK
514203105710	BULLOCK, BARBARA L	136 LYNTHURST F	DEERFIELD BEACH
514203105720	SCHWAB, GAIL	31 SW 15 ST	DANIA BEACH
514203105730	YOUNG, ROBERT M	PO BOX #92	DANIA BEACH
514203105740	SANTA INES LLC	325 S BISCAYNE BLVD APT 1116	MIAMI
514203105750	GUARANTEED INVESTMENT LLC	3501 N OCEAN DR APT 4C	HOLLYWOOD
514203105760	GUARANTEED INVESTMENT LLC	3501 N OCEAN DR APT 4C	HOLLYWOOD
514203105770	RH INVESTMENT HOMES LLC	3241 SW 44 ST	FORT LAUDERDALE
514203105780	LUX, MARTIN	54 SW 15 ST	DANIA BEACH
514203105790	PARK, CHRISTOPHER	48 SW 15 ST	DANIA BEACH
514203105800	42 SW 15 ST LLC	18117 BISCAYNE BLVD STE 2856	MIAMI
514203105810	MINDYRUNGERICHARDGOLDENBERG LLC	36 SW 15 ST	DANIA BEACH
514203105820	30 SW 15 ST LLC	3301 NE 183 ST #805	AVENTURA
514203105830	HRY PROPERTIES LLC	18117 BISCAYNE BLVD #149	MIAMI
514203105840	STARLIFE GROUP LLC	3080 SW 44 CT	FORT LAUDERDALE
514203105850	COHEN 2 LLC	18117 BISCAYNE BLVD #149	MIAMI
514203105860	VSS INVESTMENTS GROUP LLC	2600 NW 87 AVE #2	DORAL
514203105870	KODNER, RUSS	949 S NORTHLAKE DR	HOLLYWOOD
514203105880	ELIORAN PROPERTIES 14ST DANIA LLC	21234 NE 19 CT	MIAMI
514203105890	ELIORAN PROPERTIES 14ST DANIA LLC	21234 NE 19 CT	MIAMI
514203105910	WU, NAI JEN & HE, XIAO XIA	242 S FEDERAL HWY	DANIA BEACH
514203105920	LAVI ALPHA INVESTING LLC	1317 EDGEWATER DR #5508	ORLANDO
514203105930	CHRISTOPHER, KATHRYN AMAGALA, FRANK BRIAN	55 SW 14 ST	DANIA BEACH
514203105940	HOSEIN, ASHRAFF & VRITTIHOSEIN, LISHKA	764 NE 112 ST	BISCAYNE PARK
514203105950	NATLEDG ENTERPRISES LLC	5214 SW 148 AVE	MIRAMAR
514203105960	JIMENEZ, GLADYS YOLANDA JIMENEZ, JORGE LUIS JR	54 SW 14 ST	DANIA BEACH
514203105970	VIGNOLA, DANIELLE JANE	48 SW 14 ST	DANIA BEACH
514203105980	PELONES LLC	19900 HIGHLAND LAKES BLVD	MIAMI
514203105990	JOHN J COSTA REV LIV TRCOSTA, JOHN J TRSTEE	2621 NE 3 ST	POMPANO BEACH
514203106000	MCDONALDS CORP 009/0040% DANIEL B ASHLIN	113 SW 11 CT STE C	FORT LAUDERDALE
514203106010	MCDONALDS CORPORATION	711 JORIE BLVD	OAK BROOK
514203106011	FLORIDA DEPT OF TRANSPORTATION OFFICE OF RIGHT OF WAY	3400 W COMMERCIAL BLVD	FORT LAUDERDALE
514203106012	CITY OF DANIA BEACH	100 W DANIA BEACH BLVD	DANIA BEACH
514203106030	SHENANIGANS INVESTMENTS LLC	1300 S FEDERAL HWY	DANIA BEACH

514203106040	SHENANIGANS EAST SIDE LLC	1300 S FEDERAL HWY	DANIA BEACH
514203106060	ADVANTAGE HOTEL GROUP INC	1450 SE 3 AVE #403	DANIA BEACH
514203106070	ANGELOS,SAMANTHA C	43 SW 12 ST	DANIA BEACH
514203106080	FRITTER,MAXWELL	49 SW 13 ST	DANIA BEACH
514203106090	DANIA JSS LLC	2000 NW 150 AVE #2109	PEMBROKE PINES
514203106100	SOLORZANO,RODOLFO	1303 SW 2 AVE	DANIA BEACH
514203106110	CANOA,CAMILOCANOA,JOSE	4900 TYLER ST	HOLLYWOOD
514203106120	MITKEVICH,INA	242 S FEDERAL HWY	DANIA BEACH
514203106130	DIAZ,GARY	48 SW 13 ST #1-2	DANIA BEACH
514203106140	DIAZ,GARY	884 GARDENIA LN	PLANTATION
514203106150	FLOREN,LUIS FFLOREN,OLINDA C	8608 FALLSDALE DR	CHARLOTTE
514203106160	PHIPPS,PATRICK	PO BOX 897	DANIA BEACH
514203106170	DANIA APTS LLC	5931 POLK ST	HOLLYWOOD
514203106179	PATEL,SHILA N	1290 S FEDERAL HWY	DANIA BEACH
514203106180	PATEL,SHILA N	1290 S FEDERAL HWY	DANIA BEACH
514203106190	1200 PLAZA LLC	19220 NE 19 PL	MIAMI
514203106200	DIAZ,DANIEL ANDREW	5946 SW 34 ST	MIAMI
514203106210	HUFFMAN,KENT WDOWDY,DOUGLAS L	25 SW 12 ST	DANIA BEACH
514203106220	COVINGTON,ROBERT	31 SW 12 ST	DANIA BEACH
514203106230	CHEN INVESTMENTS GROUP INC	8570 STIRLING RD STE 102/PMB 388	HOLLYWOOD
514203106240	ANGELOS,SAMANTHA C	43 SW 12 ST	DANIA BEACH
514203106250	CORNEY,ELLIE M	49 SW 12 ST #1-2	DANIA BEACH
514203106260	CITY PARADISE LLC	7855 NW 12 ST #214	DORAL
514203106270	CANOA 61 HOLDING TRCANOA,JOSE		
514203106280	ALEXANDER TRS	8333 SW 44 CT	DAVIE
514203106290	HILL,FRANK R	267 SW 12 ST	DANIA BEACH
514203106300	CARDOSO,LIDICE	6815 BISCAYNE BLVD STE 103-416	MIAMI
514203106310	GREENIDGE,MARIA C	48 SW 12 STREET	DANIA BEACH
514203106320	INVEST IN AC LLC	4764 NE 12 AVE	OAKLAND PARK
514203106330	VUKOVIC,MILOS	36 SW 12 ST	DANIA BEACH
514203106340	MILOVANOVIC,SLOBODAN & OLJA	30 SW 12 ST	DANIA BEACH
514203106350	SARANGO-PETRUCELLI,ANGELAPETRUCELLI,DORA	333 SE 10 CT	DEERFIELD BEACH
514203106360	HORTY,HELEN	18 SW 12 ST	DANIA BEACH
514203100010	TEE JAY OF DANIA INC	1150 S FEDERAL HWY	DANIA BEACH
514203130010	FLEMING FAMILY INVESTMENT LLC	414 NW KNIGHTS AVE #613	LAKE CITY
514203130020	ARD FLORIDA INVESTMENTS LLC	571 W 183 ST	NEW YORK
514203130030	ZORG HOLDING DB LLC	231 174TH ST #808	SUNNY ISLES BEACH
514203130040	LEKAS,CHRISTOPHER	1751 SW 117 AVE	DAVIE
514203130390	PUBLIC LAND% CITY OF DANIA BEACH	100 W DANIA BEACH BLVD	DANIA BEACH
514203240010	ARD FLORIDA INVESTMENTS LLC	571 W 183 ST	NEW YORK

514203240030	TRUDEAU,JEANNINE	25 SE 12 ST	DANIA BEACH
514203240040	TWIN OIL CO INC	15300 NW 7 AVE	MIAMI
514203240041	TAVAKOLI,AHMAD K	1200 DIPLOMAT PKWY	HOLLYWOOD
514203240042	LAPIDUS,LEONID	15 SE 13 ST #1-2	DANIA BEACH
514203240043	SITTIG-MILLIGAN,CYNTHIA J	23 SE 13 ST #1-2	DANIA BEACH
514203240044	FLORIDA DEPT OF TRANSPORTATIONOFFICE OF RIGHT OF WAY	3400 W COMMERCIAL BLVD	FORT LAUDERDALE
514203240045	SANTOVENA,JOSE MANUEL	1900 SUNSET HARBOUR DR #1409	MIAMI BEACH
514203240046	BOILARD INVESTMENTS LLC	206 SE 4 TER	DANIA BEACH
514203240047	BE PROPERTY GROUP LLC	2201 NE 48 ST	LIGHTHOUSE POINT
514203240050	RADA LAND LLC	17600 COLLINS AVE	SUNNY ISLES BEACH
514203240080	21 GRAND REALTY LLC	3029 NE 188 ST APT 1111	AVENTURA
514203240090	POLANCO,ANGEL & SANDRA D	22 SE 13 ST	DANIA BEACH
514203240100	SANTINO DIBRANI LLC	1100 BISCAYNE BLVD #3705	MIAMI
514203240104	ROBERT J & MEREDITH K DONLY TRDONLY,ROBERT & MEREDITH TRSTEE	354 SE 6 ST	DANIA BEACH
514203240105	ROBERT J & MEREDITH K DONLY TRDONLY,ROBERT TRSTEE ETAL	354 SE 6 ST	DANIA BEACH
514203240110	DAVILA,JUAN CAMILOHURTADO,LORENA	6017 SW 14 ST	WEST MIAMI
514203240120	FLORIDA DEPT OF TRANSPORTATIONOFFICE OF RIGHT OF WAY	3400 W COMMERCIAL BLVD	FORT LAUDERDALE
514203240130	FLORIDA DEPT OF TRANSPORTATIONOFFICE OF RIGHT OF WAY	3400 W COMMERCIAL BLVD	FORT LAUDERDALE
514203460010	RHINOZ CORP	2000 TOWERSIDE TERR 810	MIAMI
514203690020	SCHOOL BOARD OF BROWARD COUNTYATTN:FACILITY MANAGEMENT	600 SE 3 AVE	FORT LAUDERDALE

514203740110	VOYTENKOV,MAKSIM & DAISY	219 SE 15 ST	DANIA BEACH
514203740120	TOUISIGNANT,GUYTOUISIGNANT,SHIRLEY	236 WESTGATE	*ROSEMERE QC
514203740130	BATTENFIELD,DAVID	215 SE 15 ST	DANIA BEACH
514210000060	CITY OF HOLLYWOODDEPT OF COMMUNITY & ECONOMIC DEV	2600 HOLLYWOOD BLVD #206	HOLLYWOOD
514210000071	BURGER KING COMPANY LLC	5707 BLUE LAGOON DR	MIAMI
514210000072	CITY OF HOLLYWOODDEPT OF COMMUNITY & ECONOMIC DEV	2600 HOLLYWOOD BLVD #206	HOLLYWOOD
514210000460	FLORIDA DEPT OF TRANSPORTATIONOFFICE OF RIGHT OF WAY	3400 W COMMERCIAL BLVD	FORT LAUDERDALE
514210340010	ARBY'S INC (BLDG)PHARAOHS INVESTMENT GRP LLC(LND)	3 GLENLAKE PKWY 5TH FL	ATLANTA
514210340011	CITY OF HOLLYWOODDEPT OF COMMUNITY & ECONOMIC DEV	2600 HOLLYWOOD BLVD #206	HOLLYWOOD
514210340020	2342 N FEDERAL LLC	PO BOX 814894	HOLLYWOOD
514210340021	MADISON HY LLC	210 71 ST STE 309	MIAMI BEACH
514210340022	FLORIDA DEPT OF TRANSPORTATIONOFFICE OF RIGHT OF WAY	3400 W COMMERCIAL BLVD	FORT LAUDERDALE
514210340030	COBLE PROPERTIES LLC	2600 CENTER AVE	FORT LAUDERDALE
514210340050	HOLDSHIP,MARK RICHARD	620 N MITCHELL ST	CADILLAC
514210340060	INVESTING WISELY XLII LLC% UPSIDE MANAGEMENT LLC	7771 W OAKLAND PARK BLVD STE 210	SUNRISE
514210340070	VITERI,HYLDE FOREROVITERI,MARCO A	5000 MCKINLEY ST	HOLLYWOOD
514210340080	THOMAS STREET LLC	1027 NE 46 CT	OAKLAND PARK
514210340090	PUBLIC LAND % CITY OF HOLLYWOODOFFICE OF BUSINESS & INTL TRADE	2600 HOLLYWOOD BLVD #212	HOLLYWOOD
514210350010	FIRST COAST ENERGY LLP	6867 SOUTHPOINT DR N STE 101	JACKSONVILLE
514210350020	MET INVESTMENT 1818 SHERIDANST CORP	4931 SW 35 TER	FORT LAUDERDALE
514210350030	G T ENTERPRISES 2 LLC	3241 SW 44 ST	FORT LAUDERDALE
514210350040	AETHERIUS LLC	2410 N FEDERAL HWY	HOLLYWOOD

514210380010	2227 NORTH FEDERAL HIGHWAY LLC	3069 TAFT ST	HOLLYWOOD
514210380020	1734 THOMAS STREET LLC	3069 TAFT ST	HOLLYWOOD
514210380030	1730 THOMAS STREET LLC	3069 TAFT ST	HOLLYWOOD
514210380050	TAN,KAH KAHCHEN,TONY	1726 THOMAS ST	HOLLYWOOD
514210380080	FLORIDA DEPT OF TRANSPORTATIONOFFICE OF RIGHT OF WAY	3400 W COMMERCIAL BLVD	FORT LAUDERDALE
514210420010	LINDSEY,GEORGE WLINDSEY,SANDRA D	1033 WASHINGTON ST	HOLLYWOOD
514210420020	INTREPID APARTMENTS LLC	15885 NW 14 RD	PEMBROKE PINES
514210420030	YTY FL INVESTMENTS LLC	2755 E OAKLAND PARK BLVD #301	FORT LAUDERDALE
514210420040	1715 THOMAS STREET LLC	3111 N UNIVERSITY DR #105	CORAL SPRINGS
514210420080	PUBLIC LAND % CITY OF HOLLYWOODOFFICE OF BUSINESS & INTL TRADE	2600 HOLLYWOOD BLVD #212	HOLLYWOOD
514210620010	REAL SUB LLC%PUBLIX SUPER MARKETS INC	PO BOX 32018	LAKELAND
514210620020	PUBLIC LAND % CITY OF HOLLYWOODOFFICE OF BUSINESS & INTL TRADE	2600 HOLLYWOOD BLVD #212	HOLLYWOOD
514210620040	REAL SUB LLC%PUBLIX SUPERMARKETS INC	PO BOX 32018	LAKELAND
514210620050	REAL SUB LLC% PUBLIX SUPER MARKETS INC	PO BOX 32018	LAKELAND
514210620060	REAL SUB LLC%PUBLIX SUPER MARKETS INC	PO BOX 32018	LAKELAND

STATE	ZIP	ZIP4	LEGAL
FL	33309	3421	3-51-42PORTION OF SHERIDAN STREET (STRD 822) RIGHT OF WAY AS PER R/WMAP 5-27, LYING WITHIN DANIA BCHCITY LIMITS
FL	33138		ST JAMES PARK NORTH 3-33 BLOT 2 S 25 LESS ST RD BLK 1
FL	33004		ST JAMES PARK NORTH 3-33 BLOT 3 LESS W 7' & LESS EXTERNALAREA FORMED BY A 15 FT RAD ARCLOCATED IN SW COR OF SAID LOT
FL	33004	4332	ST JAMES PARK NORTH 3-33 BLOT 4 BLK 1
CA	H1E 2	Z2	ST JAMES PARK NORTH 3-33 BLOT 5 BLK 1
FL	33004		ST JAMES PARK NORTH 3-33 BLOT 6,7 BLK 1
FL	33004	4332	ST JAMES PARK NORTH 3-33 BLOT 8 BLK 1
FL	33004	4332	ST JAMES PARK NORTH 3-33 BLOT 9 BLK 1
NC	28327	6511	ST JAMES PARK NORTH 3-33 BLOT 10 BLK 1
NC	28327	6511	ST JAMES PARK NORTH 3-33 BLOT 11 BLK 1
FL	33004		ST JAMES PARK NORTH 3-33 BLOT 12 BLK 1
FL	33004		ST JAMES PARK NORTH 3-33 BLOT 13 BLK 1
FL	33004		ST JAMES PARK NORTH 3-33 BLOT 14 BLK 1
FL	33004	3643	ST JAMES PARK NORTH 3-33 BLOT 15 BLK 1
FL	33328		ST JAMES PARK NORTH 3-33 BLOT 16,17 W 10 BLK 1 & N1/2 OFVAC SE 14 ST LYING ADJ & S OFSAID LOTS PER RES 2002-206 PEROR 35006/774
FL	33019		ST JAMES PARK NORTH 3-33 BLOT 1 LESS WLY 7 FOR RD & LESSEXT AREA OF 15' RAD TANGENT TON/L OF LOT 1 & TANGENT TO LINE7' E & PARALLEL TO E/L OF LOT 1BLK 4
FL	33019		ST JAMES PARK NORTH 3-33 BLOT 2 LESS WLY 7,3 LESS S 2INCHES LESS WLY 7 BLK 2
FL	33180	2531	ST JAMES PARK NORTH 3-33 BLOT 3 S 2 IN LESS WLY 7,4 LESSWLY 7 BLK 2
FL	33326		ST JAMES PARK NORTH 3-33 BLOT 5 LESS W 7,6 LESS W 7 BLK 2
FL	33326		ST JAMES PARK NORTH 3-33 BLOT 7 BLK 2
FL	33004		ST JAMES PARK NORTH 3-33 BLOT 8 BLK 2
FL	33004		ST JAMES PARK NORTH 3-33 BLOT 9 BLK 2
FL	33004	4334	ST JAMES PARK NORTH 3-33 BLOT 10 BLK 2
FL	33004	4334	ST JAMES PARK NORTH 3-33 BLOT 11 BLK 2
FL	33004		ST JAMES PARK NORTH 3-33 BLOT 12 BLK 2
FL	33004		ST JAMES PARK NORTH 3-33 BLOT 13 BLK 2
CO	80016		ST JAMES PARK NORTH 3-33 BLOT 14 BLK 2
FL	33004		ST JAMES PARK NORTH 3-33 BLOT 15 BLK 2
FL	33180		ST JAMES PARK NORTH 3-33 BLOT 16 S75, 17 S75 BLK 2
FL	33004	4605	ST JAMES PARK NORTH 3-33 BLOT 16 LESS S75, 17 LESS S75BLK 2
FL	33004	3643	ST JAMES PARK NORTH 3-33 BLOTS 18,29 BLK 2
FL	33004		ST JAMES PARK NORTH 3-33 BLOT 19,20 & N1/2 OF VAC POR OFSE 15 ST LYING S & ADJ TO SAIDLOT PER RES 2002-206 POR OR35006/774 BLK 2
FL	33004	4604	ST JAMES PARK NORTH 3-33 BLOT 27 BLK 2 & S1/2 OF VAC POROF SE 14 ST LYING N & ADJ TOSAID LOT PER RES 2002-206 PEROR 35006/774
FL	33004	4604	ST JAMES PARK NORTH 3-33 BPORTION OF LOT 28, BLK 2 DESC ASBEG NW COR OF SAID LOT 28, E 50,S 47.68, W 50, N 46.77 TO POB,TOG WITH S 1/2 OF VAC'D POR SE14 ST LYING N OF SAID LOT 28 PERRESOL IN OR 35006/774

FL	33004	4604	ST JAMES PARK NORTH 3-33 BPORTION OF LOT 28, BLK 2 DESC ASBEG SW COR OF SAID LOT 28, N93.23, E 50, S 92.32, W 50 TOPOB
FL	33004		ST JAMES PARK NORTH 3-33 BLOT 30 BLK 2
FL	33004		ST JAMES PARK NORTH 3-33 BLOT 31 BLK 2
FL	33004	4333	ST JAMES PARK NORTH 3-33 BLOT 32 BLK 2
FL	33004	4333	ST JAMES PARK NORTH 3-33 BLOT 33 BLK 2
FL	33004	4333	ST JAMES PARK NORTH 3-33 BLOT 34 BLK 2
FL	32960	2481	ST JAMES PARK NORTH 3-33 BLOT 35 BLK 2
FL	32960	2481	ST JAMES PARK NORTH 3-33 BLOT 36 BLK 2
FL	33004	4333	ST JAMES PARK NORTH 3-33 BLOT 37,38 E 25 BLK 2
FL	33019		ST JAMES PARK NORTH 3-33 BLOT 38 W 25,39 BLK 2
FL	33019		ST JAMES PARK NORTH 3-33 BLOT 40 BLK 2
NY	10065		ST JAMES PARK NORTH 3-33 BLOTS 1 THRU 5, BLK 3 TOG WITH15' VAC ALLEY PER RESO NO 157-92IN OR 20180/611, LESS S 28 OFLOTS 3,4,5, LESS W 7 OF LOTS 1,2,3 AND LESS PORTION DESC IN OR8292/199
FL	33019		ST JAMES PARK NORTH 3-33 BLOT 6 LESS S 28 FOR RD BLK 3
FL	33019		ST JAMES PARK NORTH 3-33 BLOT 7 LESS S 28 BLK 3
FL	33004		ST JAMES PARK NORTH 3-33 BLOT 8 LESS S 28 FOR ST,LOT 9 LESS S 28 FOR ST,LOT 10 LESS S 28 FOR ST BLK 3
FL	33004		ST JAMES PARK NORTH 3-33 BLOT 11 LESS S 28 FOR ST BLK 3
FL	33181		ST JAMES PARK NORTH 3-33 BLOT 12 LESS S 28 FOR RDLOT 13 & 14 LESS S 28 FOR RDBLK 3
FL	33004	3643	ST JAMES PARK NORTH 3-33 BLOT 15 LESS ST BLK 3
FL	33004		ST JAMES PARK NORTH 3-33 BLOT 16,17,18 LESS S 28 FOR STBLK 3 & S1/2 OF VAC POR OF SE15 ST LYING N & ADJ TO SAID LOTSPER RES 2002-206 PER OR35006/774
FL	33004	3643	ST JAMES PARK NORTH 3-33 BSTREETS & AVENUES DEDICATED TOTHE PUBLIC PER PLAT
OK	74152		ST JAMES PARK DELMAR 11-26 BLOT 1,2
FL	33004	4326	ST JAMES PARK DELMAR 11-26 BLOT 3
FL	33004		ST JAMES PARK DELMAR 11-26 BLOT 4
FL	33004	4601	ST JAMES PARK DELMAR 11-26 BLOT 9,10
FL	33004		ST JAMES PARK DELMAR 11-26 BLOT 11
FL	33312	3715	ST JAMES PARK DELMAR 11-26 BLOT 12
FL	33317		ST JAMES PARK DELMAR 11-26 BLOT 13
FL	33004	4327	ST JAMES PARK DELMAR 11-26 BLOT 14
FL	33004		ST JAMES PARK DELMAR 11-26 BLOTS 15 & 16
FL	33004	4328	ST JAMES PARK DELMAR 11-26 BLOT 17 TOGET WITH 3- 51-42 PT OFW 1/2 OF NW 1/4 OF SW 1/4 OF SE1/4 DESC AS BEG NW COR SAID LOT17,WLY TO A PT 3 EAST OF NE CORLOT 15 OF DIXIE WAY 12-4 B,SLYTO A PT 3 EAST OF SE COR LOT 15OF DIXIE WAY,ELY TO SW COR OFS AID LOT 17,NLY ALG W/BDRY OFLOT 17 TO POB
FL	33004		ST JAMES PARK DELMAR 11-26 BLOT 18,19
FL	33410		ST JAMES PARK DELMAR 11-26 BLOT 20
FL	33314		ST JAMES PARK DELMAR 11-26 BLOT 21 TO 23
FL	33004		ST JAMES PARK DELMAR 11-26 BLOT 24
FL	33131		ST JAMES PARK DELMAR 11-26 BLOT 25 TO 27
FL	33020	6320	ST JAMES PARK DELMAR 11-26 BLOT 28 TO 30
FL	33082	0461	ST JAMES PARK DELMAR 11-26 BLOT 31
FL	33004		ST JAMES PARK DELMAR 11-26 BLOT 32

TX	75201		ST JAMES PARK DELMAR 11-26 BLOTS 33,34 LESS E 30.5
FL	33009		ST JAMES PARK DELMAR 11-26 BLOTS 34 E 30.5,35 W1/2
FL	33004	4330	ST JAMES PARK DELMAR 11-26 BLOT 35 E 20,36
FL	33004		ST JAMES PARK DELMAR 11-26 BLOT 37
FL	33004	4147	ST JAMES PARK DELMAR 11-26 BLOT 38
FL	33004		ST JAMES PARK DELMAR 11-26 BLOT 39
FL	33004	4626	ST JAMES PARK DELMAR 11-26 BLOT 40
FL	33004		ST JAMES PARK DELMAR 11-26 BLOT 41
FL	33004		ST JAMES PARK DELMAR 11-26 BLOT 42
FL	33004	4331	ST JAMES PARK DELMAR 11-26 BLOT 43
FL	33004		ST JAMES PARK DELMAR 11-26 BLOT 44
FL	33026		ST JAMES PARK DELMAR 11-26 BLOT 45
FL	33004	4331	ST JAMES PARK DELMAR 11-26 BLOT 46
FL	33180		ST JAMES PARK DELMAR 11-26 BLOT 47,48 AND TOGET WITH PT OF W1/2 OF NW1/4 OF SW1/4 OF SE1/4 OF SEC 3-51-42 DESC AS: BEG NE COR LOT 11 BLK 4 DIXIE WAY, S 93M/L TO SE COR LOT 11, E 12 M/L TO SW COR LOT 48 OF ST JAMES PARK DELMAR, N 93 M/L TO NW COR OF SAID LOT 48, W 12 M/L TO POB AS DESC IN SURVEY MADE BY M E BERRY DATED 5-8-53
FL	33004	4202	NORTH HOLLYWOOD 4-1 BLOT 12 BLK 22
DE	19809		NORTH HOLLYWOOD 4-1 BLOT 6 BLK 23
FL	33004	4005	NORTH HOLLYWOOD 4-1 BLOT 7 BLK 23
FL	33004	4233	NORTH HOLLYWOOD 4-1 BLOT 8 BLK 23
MD	20904		NORTH HOLLYWOOD 4-1 BLOT 9 BLK 23
FL	33004		NORTH HOLLYWOOD 4-1 BLOT 10 BLK 23
GA	30317	2746	NORTH HOLLYWOOD 4-1 BLOT 11 BLK 23
FL	33445	2656	NORTH HOLLYWOOD 4-1 BLOT 12 BLK 23
FL	32055	7247	NORTH HOLLYWOOD 4-1 BLOT 13,14 BLK 23
FL	33029		NORTH HOLLYWOOD 4-1 BLOT 17 BLK 23
FL	33029	3233	NORTH HOLLYWOOD 4-1 BLOT 4 BLK 24
FL	33312		NORTH HOLLYWOOD 4-1 BLOT 5 BLK 24
FL	33004	4239	NORTH HOLLYWOOD 4-1 BLOT 6 BLK 24
FL	33019		NORTH HOLLYWOOD 4-1 BLOT 7 BLK 24
FL	33014		NORTH HOLLYWOOD 4-1 BLOT 8 BLK 24
FL	33014		NORTH HOLLYWOOD 4-1 BLOT 9 BLK 24
FL	33441	2117	NORTH HOLLYWOOD 4-1 BLOT 10 BLK 24
FL	33021		NORTH HOLLYWOOD 4-1 BLOT 11 BLK 24
FL	33010		NORTH HOLLYWOOD 4-1 BLOT 12 BLK 24
FL	33004	4206	NORTH HOLLYWOOD 4-1 BLOT 13 S 60,14 S 60 BLK 24
FL	33004		NORTH HOLLYWOOD 4-1 BLOT 13 LESS S 60,14 LESS S 60 BLK 24
FL	33062		NORTH HOLLYWOOD 4-1 BLOT 15 BLK 24
FL	33325		NORTH HOLLYWOOD 4-1 BLOT 16 BLK 24
FL	33021		NORTH HOLLYWOOD 4-1 BLOT 17,18 BLK 24
FL	33004		NORTH HOLLYWOOD 4-1 BLOT 19 BLK 24
FL	33004		NORTH HOLLYWOOD 4-1 BLOT 20 BLK 24
FL	33312		NORTH HOLLYWOOD 4-1 BLOT 4 BLK 25
FL	33004		NORTH HOLLYWOOD 4-1 BLOT 5 BLK 25
FL	33004		NORTH HOLLYWOOD 4-1 BLOT 6 BLK 25
FL	33004		NORTH HOLLYWOOD 4-1 BLOT 7,8 W 10 BLK 25
FL	33004		NORTH HOLLYWOOD 4-1 BLOT 8 E 50 BLK 25
FL	33315		NORTH HOLLYWOOD 4-1 BLOT 9 BLK 25
FL	33179		NORTH HOLLYWOOD 4-1 BLOT 10 BLK 25

FL	33314		NORTH HOLLYWOOD 4-1 BLOT 11 & 12,LESS S 67.80 THEREOFBLK 25
FL	33314		NORTH HOLLYWOOD 4-1 BLOT 11 & 12,S 67.80 THEREOFBLK 25
FL	33021		NORTH HOLLYWOOD 4-1 BLOT 13 BLK 25
FL	33020		NORTH HOLLYWOOD 4-1 BLOT 14 BLK 25
FL	33020		NORTH HOLLYWOOD 4-1 BLOT 15 BLK 25
FL	33021		NORTH HOLLYWOOD 4-1 BLOT 16 BLK 25
FL	33004	4238	NORTH HOLLYWOOD 4-1 BLOT 17 BLK 25
FL	33019		NORTH HOLLYWOOD 4-1 BLOT 18 BLK 25
FL	33180		NORTH HOLLYWOOD 4-1 BLOT 19 BLK 25
FL	33066		NORTH HOLLYWOOD 4-1 BLOT 20,21 BLK 25
FL	33018		NORTH HOLLYWOOD 4-1 BLOT 4 LESS S 15 FOR R/W BLK 26
FL	33004		NORTH HOLLYWOOD 4-1 BLOT 5 LESS S 15 FOR R/W BLK 26
FL	33004		NORTH HOLLYWOOD 4-1 BLOTS 6 LESS S 15 FOR R/WBLK 26
FL	33004		NORTH HOLLYWOOD 4-1 BLOT 7 LESS S 15 FOR R/W BLK 26
FL	33004	4249	NORTH HOLLYWOOD 4-1 BLOT 8 LESS S 15 FOR R/W BLK 26
FL	33021		NORTH HOLLYWOOD 4-1 BLOT 9 LESS S 15 FOR R/W BLK 26
FL	33025	4746	NORTH HOLLYWOOD 4-1 BLOT 10 LESS S 15 FOR R/W BLK 26
NY	10308		NORTH HOLLYWOOD 4-1 BLOT 11 LESS S 15 FOR ST,12 LESSS 15 FOR ST BLK 26 AND LESS THATPART OF LOT 12 BLK 26 INCL INEXT AREA FORMED BY 25' RAD ARCTANG TO E/L OF LOT 12 & TANG TOLN 15 FT N OF & PARA TO S/L OFLOT 12
FL	33309	3421	NORTH HOLLYWOOD 4-1 BTHAT PART OF LOT 12 BLK 26 INCLIN EXT AREA FORMED BY 25' RADARC TANG TO E/L LOT 12 & TANG TOLN 15 FT N OF & PARA TO S/L OFLOT 12AKA: PARCEL 166 SEC 86230-2501
FL	33019	3817	NORTH HOLLYWOOD 4-1 BLOTS 13 & 14 BLK 26
FL	33067		NORTH HOLLYWOOD 4-1 BLOT 15 BLK 26
FL	33304	4244	NORTH HOLLYWOOD 4-1 BLOT 16 BLK 26
FL	33004		NORTH HOLLYWOOD 4-1 BLOT 17 BLK 26
FL	33004		NORTH HOLLYWOOD 4-1 BLOT 18 BLK 26
FL	33140		NORTH HOLLYWOOD 4-1 BOT 19 BLK 26
FL	33315		NORTH HOLLYWOOD 4-1 BLOT 20 BLK 26
FL	33315		NORTH HOLLYWOOD 4-1 BLOT 21 BLK 26
FL	33020		NORTH HOLLYWOOD 4-1 BLOT 6 BLK 27
FL	33020		NORTH HOLLYWOOD 4-1 BLOT 7 BLK 27
FL	33020		NORTH HOLLYWOOD 4-1 BLOT 8 BLK 27
FL	33020		NORTH HOLLYWOOD 4-1 BLOT 9 BLK 27
FL	33115		NORTH HOLLYWOOD 4-1 BLOT 10 BLK 27
FL	33020		NORTH HOLLYWOOD 4-1 BLOT 11 LESS N 60 BLK 27
FL	33020		NORTH HOLLYWOOD 4-1 BLOT 11 N 60 BLK 27
FL	33009		NORTH HOLLYWOOD 4-1 BLOT 12 LESS N 15 FOR RD BLK 27
FL	33020		NORTH HOLLYWOOD 4-1 BLOT 13 LESS N 15 FOR R/W BLK 27
FL	33180		NORTH HOLLYWOOD 4-1 BLOT 14 LESS N 15 FOR R/W BLK 27
FL	33482		NORTH HOLLYWOOD 4-1 BLOT 15 LESS N 15 FOR RD BLK 27
FL	33020		NORTH HOLLYWOOD 4-1 BLOT 16 LESS N 15 FOR R/W BLK 27

FL	33115		NORTH HOLLYWOOD 4-1 BLOT 17 LESS N 15 FOR R/W BLK 27
FL	33327		NORTH HOLLYWOOD 4-1 BLOT 18 LESS N 15 FOR RD BLK 27
FL	33169		NORTH HOLLYWOOD 4-1 BLOT 11 BLK 28
FL	33162	4854	NORTH HOLLYWOOD 4-1 BLOT 12 BLK 28
FL	33020		NORTH HOLLYWOOD 4-1 BLOT 13 BLK 28
FL	33020		NORTH HOLLYWOOD 4-1 BLOT 14 BLK 28
FL	33020	2128	NORTH HOLLYWOOD 4-1 BLOTS 1 & 2 BLK 41
FL	33020	2128	NORTH HOLLYWOOD 4-1 BLOT 3 BLK 41
FL	33020		NORTH HOLLYWOOD 4-1 BLOT 4 BLK 41
FL	33021	4755	NORTH HOLLYWOOD 4-1 BLOT 5 BLK 41
FL	33351		NORTH HOLLYWOOD 4-1 BLOT 6 BLK 41
FL	33180		NORTH HOLLYWOOD 4-1 BLOT 7 BLK 41
FL	33009	6412	NORTH HOLLYWOOD 4-1 BLOT 8 BLK 41
FL	33417		NORTH HOLLYWOOD 4-1 BLOT 9,10 BLK 41
FL	33020	2122	NORTH HOLLYWOOD 4-1 BLOT 1 BLK 42
FL	33021		NORTH HOLLYWOOD 4-1 BLOT 2 BLK 42
FL	33312		NORTH HOLLYWOOD 4-1 BLOT 3 BLK 42
FL	33160		NORTH HOLLYWOOD 4-1 BLOT 4 BLK 42
FL	33312		NORTH HOLLYWOOD 4-1 BLOT 5 BLK 42
FL	33021	6771	NORTH HOLLYWOOD 4-1 BLOT 6 LESS N 15 FOR R/W,7LESS N 15 FOR R/W BLK 42
FL	33180		NORTH HOLLYWOOD 4-1 BLOT 8 LESS N 15 FOR RD BLK 42
FL	33306		NORTH HOLLYWOOD 4-1 BLOT 9 LESS RD R/W,LOT 10LESS RD R/WBLK 42
FL	33309	3421	NORTH HOLLYWOOD 4-1 BTHAT PT OF LOT 10 INCL IN EXTAREA OF 25 FT RAD ARC TANG TOW/L LOT 10 & TANG TO LN 15 FT SOF N/L OF SAID LOT 10, BLK 42AKA: PT PARCEL 188.1 IN FJ95-125
FL	33004		NORTH HOLLYWOOD 4-1 BLOT 1 LESS S 15 FOR R/W,2LESS S 15 FOR R/W BLK 43 & LESSTHAT PART OF LOT 1 BLK 43 INCLIN EXT AREA FORMED BY 25' RADARC TANG TO W/L LOT 1 & TANG TOLN 15 FT N OF & PARA TO S/L OFLOT 1, LESS ADDITIONAL POR OFLOT 1 AS SHOWN IN MISC MAP(9-54 B)
FL	33309	3421	NORTH HOLLYWOOD 4-1 BTHAT PART OF LOT 1 BLK 43 INCLIN EXT AREA FORMED BY 25' RADARC TANG TO W/L LOT 1 & TANG TOLN 15 FT N OF & PARA TO S/L OFLOT 1AKA: PARCEL 167 SEC 86230-2501
FL	33309	3421	NORTH HOLLYWOOD 4-1 BPOR OF LOT 1 BLK 43 AS SHOWN INMISC MAP 9-54 B
FL	33004		NORTH HOLLYWOOD 4-1 BLOT 3 LESS S 15 FOR RD,4 W 10LESS S 15 FOR RD BLK 43
FL	33004		NORTH HOLLYWOOD 4-1 BLOT 4 E 50 LESS S 15 FOR RD,5W 20 LESS S 15 FOR RD BLK 43
FL	33004		NORTH HOLLYWOOD 4-1 BLOT 5 E 40 LESS S 15 FOR RDBLK 43
FL	33008		NORTH HOLLYWOOD 4-1 BLOTS 6 THRU 9 LESS S 15 THEROF,LOT 10 LESS S 15 & LESS E 7 FORR/W,& LESS EXT PART OF 25'RADIUS CURVE,SAID CURVE TAN TOLINE 7' W OF E/L LOT 10, & TANTO LINE 15' N OF S/L LOT 10
FL	33004	4351	NORTH HOLLYWOOD 4-1 BLOT 11 S 50,LESS E 7 FOR RD12 S 50 BLK 43
NY	11020		NORTH HOLLYWOOD 4-1 BLOT 11 LESS S 50 & LESS THATINCLUDED EXT AREA FORMED BY 15RAD ARC TANG TO N/L LOT 11 &TANG TO LINE 7 FT W OF & PARATO E/L FOR RD,12 LESS S 50BLK 43

NY	11020		NORTH HOLLYWOOD 4-1 BLOT 13 BLK 43
FL	33442		NORTH HOLLYWOOD 4-1 BLOT 14 BLK 43
FL	33004		NORTH HOLLYWOOD 4-1 BLOT 15 BLK 43
FL	33004	0092	NORTH HOLLYWOOD 4-1 BLOT 16 BLK 43
FL	33131		NORTH HOLLYWOOD 4-1 BLOT 17,18 LESS W 40 BLK 43
FL	33019	3817	NORTH HOLLYWOOD 4-1 BLOT 18 W 40 FT BLK 43
FL	33019	3817	NORTH HOLLYWOOD 4-1 BLOT 19,20 BLK 43
FL	33312		NORTH HOLLYWOOD 4-1 BLOT 1 BLK 44
FL	33004		NORTH HOLLYWOOD 4-1 BLOT 2 BLK 44
FL	33004		NORTH HOLLYWOOD 4-1 BLOT 3 BLK 44
FL	33160		NORTH HOLLYWOOD 4-1 BLOT 4 BLK 44
FL	33004	4264	NORTH HOLLYWOOD 4-1 BLOT 5 BLK 44
FL	33160		NORTH HOLLYWOOD 4-1 BLOT 6 BLK 44
FL	33160		NORTH HOLLYWOOD 4-1 BLOT 7 BLK 44
FL	33312		NORTH HOLLYWOOD 4-1 BLOT 8 BLK 44
FL	33160		NORTH HOLLYWOOD 4-1 BLOT 9,10 LESS ELY 7 FOR RD & LESS EXT AREA FORMED BY 15 RAD ARC WHICH IS TANG TOS/L LOT 10 & TANG TO LINE 7W OF & PARA TO E/L OF LOT 10 BLK 44
FL	33172	0711	NORTH HOLLYWOOD 4-1 BLOT 11 LESS E 7 FOR RD & LESSPT INC IN EXT AREA FORMED BY 15 RAD ARC WHICH IS TANG TON/L LOT 11 & TANG TO LINE 7 W OF E/L LOT 11, LOT 12 BLK 44
FL	33019		NORTH HOLLYWOOD 4-1 BLOT 13 BLK 44
FL	33179		NORTH HOLLYWOOD 4-1 BLOT 14 BLK 44
FL	33179		NORTH HOLLYWOOD 4-1 BLOTS 15,16 BLK 44
FL	33004		NORTH HOLLYWOOD 4-1 BLOT 17 BLK 44
FL	32804		NORTH HOLLYWOOD 4-1 BLOT 18 BLK 44
FL	33004		NORTH HOLLYWOOD 4-1 BLOT 19 BLK 44
FL	33161		NORTH HOLLYWOOD 4-1 BLOT 20 BLK 44
FL	33027	3680	NORTH HOLLYWOOD 4-1 BLOT 1 BLK 45
FL	33004		NORTH HOLLYWOOD 4-1 BLOT 2 BLK 45
FL	33004		NORTH HOLLYWOOD 4-1 BLOT 3 BLK 45
FL	33179		NORTH HOLLYWOOD 4-1 BLOT 4 BLK 45
FL	33062		NORTH HOLLYWOOD 4-1 BLOT 5 BLK 45
FL	33315	1271	NORTH HOLLYWOOD 4-1 BLOT 6 BLK 45
IL	60523		NORTH HOLLYWOOD 4-1 BLOTS 7-10, BLK 45 LESS COMM NWCOR LOT 10, E 59.40 TO POB, S 23.40 TO CURV, SLY 29.26 TO REVCURV, SLY 29.26, S 50, SWLY 7.79, E 20.44, N 135.92, W ALG N/L LOT 107' TO POB AND LESS COMM NW COR LOT 6, E 293.19 TO POB, S 49.64, SWLY 15.81, NELY 13.45 TO REV CURNLY 29.26, N 23.52 TO N/L SAID LOT 10, W 6 TO POB
FL	33309	3421	NORTH HOLLYWOOD 4-1 BPORTION OF LOT 10, BLK 45 DESC ASCOMM AT NW COR LOT 10, E ALG N/L 59.4 TO POB, S 23.40, SLY 29.26 TO REV CURV, SLY 29.26, S 50, SWLY 7.79, E ALG S/L LOT 10 20.44, N 135.92, W 7 TO POBAKA: PARCEL 325
FL	33004	3643	NORTH HOLLYWOOD 4-1 BPORTION OF LOT 10, BLK 45 DESC ASCOMM NW COR LOT 6, BLK 45, E ALGN/L 293.19 TO POB, S 49.64, SWLY 15.81, NELY 13.45 TO PT OF REVCURV, NLY 29.26, N 23.52 TO N/L LOT 10, W 6 FT TO POB
FL	33004		NORTH HOLLYWOOD 4-1 BLOT 11 S1/2 LESS ELY 7 FOR RD, 12 S1/2, 13 S1/2, 14 S1/2, 15 S1/2 BLK 45

FL	33004		NORTH HOLLYWOOD 4-1 BLOT 11 N1/2, LESS E 7 FOR RD, 12 N1/2, 13 N1/2, 14 N1/2, 15 N1/2 BLK 45
FL	33004		NORTH HOLLYWOOD 4-1 BLOT 16 BLK 45
FL	33004	4226	NORTH HOLLYWOOD 4-1 BLOT 17 BLK 45
FL	33004		NORTH HOLLYWOOD 4-1 BLOT 18 BLK 45
FL	33028		NORTH HOLLYWOOD 4-1 BLOT 19 BLK 45
FL	33004		NORTH HOLLYWOOD 4-1 BLOT 20 BLK 45
FL	33021		NORTH HOLLYWOOD 4-1 BLOT 1 BLK 46
FL	33004		NORTH HOLLYWOOD 4-1 BLOT 2 BLK 46
FL	33004		NORTH HOLLYWOOD 4-1 BLOT 3 BLK 46
FL	33317	1311	NORTH HOLLYWOOD 4-1 BLOT 4 BLK 46
NC	28214		NORTH HOLLYWOOD 4-1 BLOT 5 BLK 46
FL	33004		NORTH HOLLYWOOD 4-1 BLOT 6 BLK 46
FL	33021	6335	NORTH HOLLYWOOD 4-1 BLOT 7 BLK 46
FL	33004	4345	NORTH HOLLYWOOD 4-1 BLOT 8 BLK 46
FL	33004		NORTH HOLLYWOOD 4-1 BLOTS 9, 10 LESS E 7 FOR RD & LESS PT INC IN EXT AREA FORMED BY 15 RAD ARC TANG TO S/L & TANG TO LINE 7 W OF E/L LOT 10 BLK 46
FL	33179		NORTH HOLLYWOOD 4-1 BPOR OF LOTS 11, 12 & 13, BLK 46 DESC AS: COMM NE COR LOT 11, S135.92, W 7 TO POB, N 120.93, NWLY 23.44, W 113.36, S 13.44, W 5.73, S 122.46, E 133.29 TO POB
FL	33155		NORTH HOLLYWOOD 4-1 BPOR OF LOT 13, BLK 46 DESC AS: BEG NW COR LOT 13, E 51.05, S13.44, W 5.73, S 122.46, W 46.11, N 135.85 TO POB
FL	33004	4226	NORTH HOLLYWOOD 4-1 BLOT 14 BLK 46
FL	33004	4226	NORTH HOLLYWOOD 4-1 BLOT 15 BLK 46
FL	33024		NORTH HOLLYWOOD 4-1 BLOT 16 BLK 46
FL	33004	4226	NORTH HOLLYWOOD 4-1 BLOT 17 BLK 46
FL	33004		NORTH HOLLYWOOD 4-1 BLOT 18 BLK 46
FL	33126		NORTH HOLLYWOOD 4-1 BLOT 19 BLK 46
FL	33328		NORTH HOLLYWOOD 4-1 BLOT 20 BLK 46
FL	33004	4228	NORTH HOLLYWOOD 4-1 BLOT 1 BLK 47
FL	33138		NORTH HOLLYWOOD 4-1 BLOT 2 BLK 47
FL	33004		NORTH HOLLYWOOD 4-1 BLOT 3 BLK 47
FL	33334		NORTH HOLLYWOOD 4-1 BLOT 4 BLK 47
FL	33004		NORTH HOLLYWOOD 4-1 BLOT 5 BLK 47
FL	33004	4227	NORTH HOLLYWOOD 4-1 BLOT 6 BLK 47
FL	33441		NORTH HOLLYWOOD 4-1 BLOT 7 BLK 47
FL	33004		NORTH HOLLYWOOD 4-1 BLOT 8 BLK 47
FL	33004		NORTH HOLLYWOOD 4-1 BLOT 9, 10 LESS E 7 FOR RDBLK 47
FL	32055	7247	RESUB OF LOTS 15 & 16 BLK 23 NORTH HOLLYWOOD 8-34 BLOT 1, 2, 3
NY	10033		HIGHLAND SQUARE 7-5 BLOT 1 LESS W 7 & LESS THAT PT OF IS RAD ARC WHICH IS TANGENT TO A LINE 7 EAST OF & PARALLEL TO W/LOF SAID LOT 1, LOT 2 LESS W 7, LOT 3 LESS W 7 BLK A
FL	33160		HIGHLAND SQUARE 7-5 BLOTS 4, 5 BLK A TOGETHER WITH LOTS 6, 7, 8 & 9 BLK 1 OF DIXIE WAY 12-4 B
FL	33325	4614	HIGHLAND SQUARE 7-5 BLOT 6, 7 W1/2 BLK A
FL	33004	3643	HIGHLAND SQUARE 7-5 B AVENUES & ALLEYS DEDICATED TO THE PUBLIC PER PLAT
NY	10033		DIXIE WAY 12-4 BLOT 1 LESS W 7, LOT 2 LESS W 7, LOT 3 LESS W 7 & LESS PT WHICH IS INCLUDED IN EXTERNAL AREA FORMED BY 15 RADIUS ARC TANGENT TO S/L OF LOT 3 & TANGENT TO LINE 7 E OF & PARA TO W/L OF SAID LOT, LOTS 4 & 5 BLK 1

FL	33004	4326	DIXIE WAY 12-4 BLOT 10,11 BLK 1,TOG W/ 3-51-42N 92.45 M/L OF W1/2 OF NW1/4 OFSW1/4 OF SE 1/4 LESS W 333 M/L
FL	33169		DIXIE WAY 12-4 BLOTS 1 TO 7,LESS W 7 FOR RDBLK 2
FL	33019		DIXIE WAY 12-4 BLOTS 8,9,10 W2/3 BLK 2
FL	33004		DIXIE WAY 12-4 BLOT 10 E1/3,11,12,13 W1/3 BLK 2
FL	33004	4328	DIXIE WAY 12-4 BLOT 13 E2/3,14,15 BLK 2
FL	33309	3421	DIXIE WAY 12-4 B03-51-42THE WLY 7 OF LOTS 1-7 BLK 2AKA:PARCEL 205
FL	33139		DIXIE WAY 12-4 BLOT 16,17,18 E2/3 BLK 2 TOG WITH3-51-42 PT OF W1/2 OF NW1/4 OFSW1/4 OF SE1/4 DESC AS BEG NECOR OF LOT 16 OF DIXIE WAY,ELY11.3 M/L TO NW COR OF LOT 16 OFST JAMES PK DELMAR,SLY ALG W/BOF SAID LOT 16 OF ST JAMES PKDELMAR TO SW COR OF SAID LOT,WLY TO SE COR OF LOT 16 BLK 2 OFDIXIE WAY,NLY ALG E/B OF SAIDLOT 16 OF DIXIE WAY TO POB
FL	33004		DIXIE WAY 12-4 BLOT 18 W1/3,19,20,21 E1/3 BLK 2
FL	33064		DIXIE WAY 12-4 BLOT 21 W2/3,22,23,BLK 2
FL	33160		DIXIE WAY 12-4 BLOTS 1 THRU 13 BLK 3,TOG WITHLOTS 18 THRU 23 BLK 3, LESS PORFOR RDS PER FDOT SEC MAP 86010-2510
FL	33180		DIXIE WAY 12-4 BLOT 14,15 BLK 3 TOG WITH 3-51-42PT OF W1/2 OF NW1/4 OF SW1/4 OFSE1/4 LYING ADJ TO & E OF LOT 15BLK 3 DIXIE WAY
FL	33004	4329	DIXIE WAY 12-4 BLOT 16,17 BLK 3 TOGET WITH A 14WIDE STRIP TO E THERE AT THESAME DEPTH AS SAID LOTS 16 & 17LYING BETWEEN DIXIE WAY & THENEXT PLAT
FL	33132		DIXIE WAY 12-4 BLOTS 1 TO 3,LESS WLY 7 FOR RD &PART OF LOT 1 IN EXT AREA OF 15'RAD TANGENT TO LINE7' EAST OF &PARALLEL TO W/L LOT 1 & TANGENTTO N/L LOT 1,BLK 4
FL	33004		DIXIE WAY 12-4 BBLK 4LOTS 4,5,6 W1/2
FL	33004		DIXIE WAY 12-4 BLOTS 6 E1/2,7,8 BLK 4
FL	33144		DIXIE WAY 12-4 BLOTS 9,10,11 BLK 4
FL	33309		DIXIE WAY 12-4 BTHAT PT OF LOTS 6 & 7 BLK 3 DESCAS:COMM AT NE COR OF SAID LOT 6,WLY 84.50 TO POB, S 46.91 TO P/CSLY & ELY ALG CUR 7.95, W ALGS/L OF SAID LOT 7 20.60, N ALGW/L OF SAID LOTS 7 & 6 52, E15.50 TO POBAKA:PARCEL 203FDOT R/W MAP FOR SEC 86010-2510,SR NO 5
FL	33309		DIXIE WAY 12-4 BTHAT PT OF LOTS 1 THRU 5 BLK 3DESC AS:COMM AT SE COR OF SAIDLOT 5, WLY ALG S/L 84.50 TO POB,N 3.09 TO P/C,NLY ALG CUR 29.26TO P/R/C, NLY ALG R/C 29.26,N57.24 TO P/C, NLY & ELY ALG CUR23.28, W ALG N/L OF LOT 1 21.73,S 132.90,E ALG S/L OF SAID LOT5 15.50 TO POBAKA:PARCEL 204FDOT R/W MAP FOR SEC 86010-2510,SR NO 5
FL	33138		FANROSE PARK 36-49 BALL BLK 1,LESS WLY 7 FT. FORU S 1 R/W
FL	33301	3125	SCHOOL SITE 0470 145-50 BPORTION OF TRACT A DESC AS BEGAT NW COR OF TR A,E 432.43,S282.50,SE 67.39,S 51.41,SW 36.24SE 63.39,SE 33.19,SE 134.73,W473.79,N 645.25 TO POB

FL	33004		ST JAMES PARK NORTH 3-33 BPORTION OF LOTS 17,18 & 19 BLK 1DESC AS COMM NE COR OF SAID PLATS 64.03 ALG E/L,W 115.50 TO POBCONT W 108.71,N 63.67,E 95.32ALG N/L OF PLAT,S 20.00,E 13.00S 43.84 TO POBAKA:LOT 11DANIA BEACH HOMES
CA	J7A 3	E9	ST JAMES PARK NORTH 3-33 BPORTION OF LOTS 17,18 & 19 BLK 1DESC AS:COMM NE COR OF SAID PLATS 114.03 ALG E/L,W 132.80 TO POBCONT W 91.73,N 50.00,E 108.71,S32.98,SLY 12.55,W 18.00,S 4.50TO POBAKA:LOT 12DANIA BEACH HOMES
FL	33004		ST JAMES PARK NORTH 3-33 BPORTION OF LOTS 17,18 & 19 BLK 1DESC AS COMM NE COR OF SAID PLATS 164.03 ALG E/L,W 123.50 TO POBW 101.33,N 50.00,E 91.73,S 4.50E 19.40,SLY 13.92,SLY 27.95,W18.00,S 4.50 TO POBAKA:LOT 13DANIA BEACH HOMES
FL	33020	4807	10-51-42THE S 4 FT OF E 326 FT OF N1/2OF NW1/4 OF NW1/4 OF NE 1/4
FL	33126		10-51-42E 150 OF W 190 OF N1/2 OF S1/2OF NW1/4 OF NW1/4 OF NE1/4LESS S 25 FOR RD R/W & LESSOR 6131/58 FOR RD
FL	33020	4807	10-51-42PORTION N1/2 OF S1/2 OF NW1/4 OFSEC 10 DESC AS BEG AT SW COR OFLOT 1,MARGOLIS ESTATES 35-33B,SW16,N 72.89,NLY 42.73,NELY 45.10,S 4,NE 16.01,S 141.16 TO POB
FL	33309	3421	10-51-42PORTION OF SHERIDAN STREET (STRD 822) RIGHT OF WAY AS PER R/WMAP 5-27, LYING BOTH W OF US HWY1 (ST RD 5) AND LYING WITHIN SEC10
GA	30328		NORTH HOLLYWOOD SQUARE AMEN PLAT16-10 BLOT 1 TO 6 & 20 LESS W 15 FT
FL	33020	4807	NORTH HOLLYWOOD SQUARE AMENDPLAT 16-10 BLOT 20 W 15 FT
FL	33081		NORTH HOLLYWOOD SQUARE AMEN PLAT16-10 BLOT 7 TO 10 LESS N 8.67,LESSOR 5484/444 FOR RD
FL	33141		NORTH HOLLYWOOD SQUARE AMEN PLAT16-10 BLOT 10 N 8.67 LESS OR 5484/444FOR RD,LOT 11 LESS OR 5484/444FOR RD
FL	33309	3421	NORTH HOLLYWOOD SQUARE AMEN PLAT16-10 B 10-51-42PT OF LOTS 7,8,9,10,11 DESC AS:COMM SW COR LOT 7,E 93 TO POB,N19.39 TO PI ON CUR,NLY 29.26,NLY29.26,N 50 TO PI ON CUR,NWLY7.93,E 20.58,S 132.29,E 7 TO POBAKA:PARCEL NO. 308
FL	33308		NORTH HOLLYWOOD SQUARE AMEN PLAT16-10 BLOT 12,13
MI	49601		NORTH HOLLYWOOD SQUARE AMEN PLAT16-10 BLOT 14
FL	33351		NORTH HOLLYWOOD SQUARE AMEN PLAT16-10 BLOT 15,16
FL	33021		NORTH HOLLYWOOD SQUARE AMEN PLAT16-10 BLOT 17
FL	33334		NORTH HOLLYWOOD SQUARE AMEN PLAT16-10 BLOT 18,19
FL	33020	4807	NORTH HOLLYWOOD SQUARE AMEN PLAT16-10 B STREETS,ALLEYS DEDICATED PERPLAT 16-10 B
FL	32216	8005	JONES CORNER AMEN PLAT 16-29 BBLK A LESS N 15 & E 7 FOR RD R/W
FL	33312		JONES CORNER AMEN PLAT 16-29 BBLK B LESS N 15 FOR RD
FL	33312		JONES CORNER AMEN PLAT 16-29 BALL BLK C
FL	33020		JONES CORNER AMEN PLAT 16-29 BALL BLK D LESS E 7 & LESS PT INCIN 15 FT RAD ARC WHICH IS TANGTO S/L OF BLK D & TANG TO LINEWHICH IS 7 FT W OF & PARA TOE/L OF BLK D

FL	33021		THOMAS ESTATES 27-33 BLOT 1 LESS W 7 & LESS PT INC INEXT AREA FORMED BY 15 FT RADARC WHICH IS TANG TO N/L LOT 1 & TANG TO LINE WHICH IS 7 E OF & PARA WITH W/L LOT 1
FL	33021		THOMAS ESTATES 27-33 BLOT 2 W 70
FL	33021		THOMAS ESTATES 27-33 BLOT 2 E 60
FL	33020	2269	THOMAS ESTATES 27-33 BLOT 3 W 60
FL	33309	3421	10-51-42PT OF E 150 OF W 190 OF N1/2 OFS1/2 OF NW1/4 OF NW1/4 OF NE1/4 OF SAID SEC 10-51-42 LESS S 25DESC AS:COMM SW COR N1/2 OF S1/2 OF NW1/4 OF NW1/4 OF NE1/4 OF SAID SEC 10,N 25,E 40 TO POB,CONT E 13.60 TO PI ON CUR,NWLY 7.96,N 50 TO PI ON CUR,NLY 29.26,NLY 29.26,S 112.96 TO POBAKA:PARCEL NO. 192
FL	33019		MARGOLIS ESTATES 35-35 BLOT 1
FL	33028		MARGOLIS ESTATES 35-35 BLOT 2,3 W 0.40
FL	33306	1671	MARGOLIS ESTATES 35-35 BLOT 3 LESS W 0.40
FL	33065	1411	MARGOLIS ESTATES 35-35 BLOT 4
FL	33020	4807	MARGOLIS ESTATES 35-35 B10-31-42ALLEY DEDICATED PER PLAT 35-35 B
FL	33802	2018	WEST LAKE COMMONS 180-127PARCEL A LESS PARCEL ALSO KNOWNAS CHASE BANK PARCEL, POLLOTROPICAL PARCEL, MEMORIALHEALTHCARE PARCEL, WELLS FARGOPARCEL
FL	33020	4807	WEST LAKE COMMONS 180-127R/W NO.1
FL	33802		WEST LAKE COMMONS 180-127 BPOR OF NW1/4 OF NE1/4 OF SEC10-51-42 DESC AS:COMM NW COR OFSAID NE1/4 OF SEC 10,E 40.01,S94.08,E 12 TO POB,NE 49,E 110.87,S 211.69,W 24.77,W 120.39,NWLY ARC DIST 4.36,N 172.35 TO POBAKA:CHASE BANK PARCEL
FL	33802	2018	WEST LAKE COMMONS 180-127 BPOR OF NW1/4 OF NE1/4 OF SEC10-51-42 DESC AS:COMM NW COR OFSAID NE1/4 OF SEC 10,E 195.98,S60 TO POB,E 145.05,S 211.69,W145.05,N 211.69 TO POBAKA:POLLO TROPICAL PARCEL
FL	33802		WEST LAKE COMMONS 180-127 BPOR OF NW1/4 OF NE1/4 OF SEC10-51-42 DESC AS:COMM NW COR OFSAID NE1/4 OF SEC 10,E 551.81,S60 TO POB,E 153.10,SE 5.93,S186.95,SWLY ARC DIST 31.42,W117.80,N 78.35,W 18.89,N 133.33TO POBAKA:MEMORIAL HEALTHCARE PARCEL

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Villas at Dania Beach

Welcome to our public outreach presentation about our exciting new real estate development project in the City of Dania Beach. We look forward to sharing with you all the details and benefits of this project.

Overview of the Project

The project is located in the the City of Dania Beach, with easy access to the beach, public transportation, shopping, dining, and entertainment. The surrounding community is vibrant and diverse, with a rich history and culture.

Presentation by Starlife Group, LLC

Villas at Dania Beach Highlights

Residential

4 unit residential building. Development will have 3 stories with two types of floor plans. Floor plans will include 3 bed apartments.



Overview of the Project

Design

Our project features modern architecture with sustainable construction and amenities that cater to residents and the community. The project is designed by Award winning architect AD Architecture.

Location

The site is situated in the heart of the city, providing accessibility to Dania Beach, public transportation, business, entertainment, and cultural areas.

Some of the Community Benefits







Expected Timeline

Villas at Dania Beach project will take approximately 12-14 months to complete. We are diligent in ensuring that we are on time and on budget. Construction is expected to commence summer of 2024.

Public Engagement and Feedback

Communications Plan

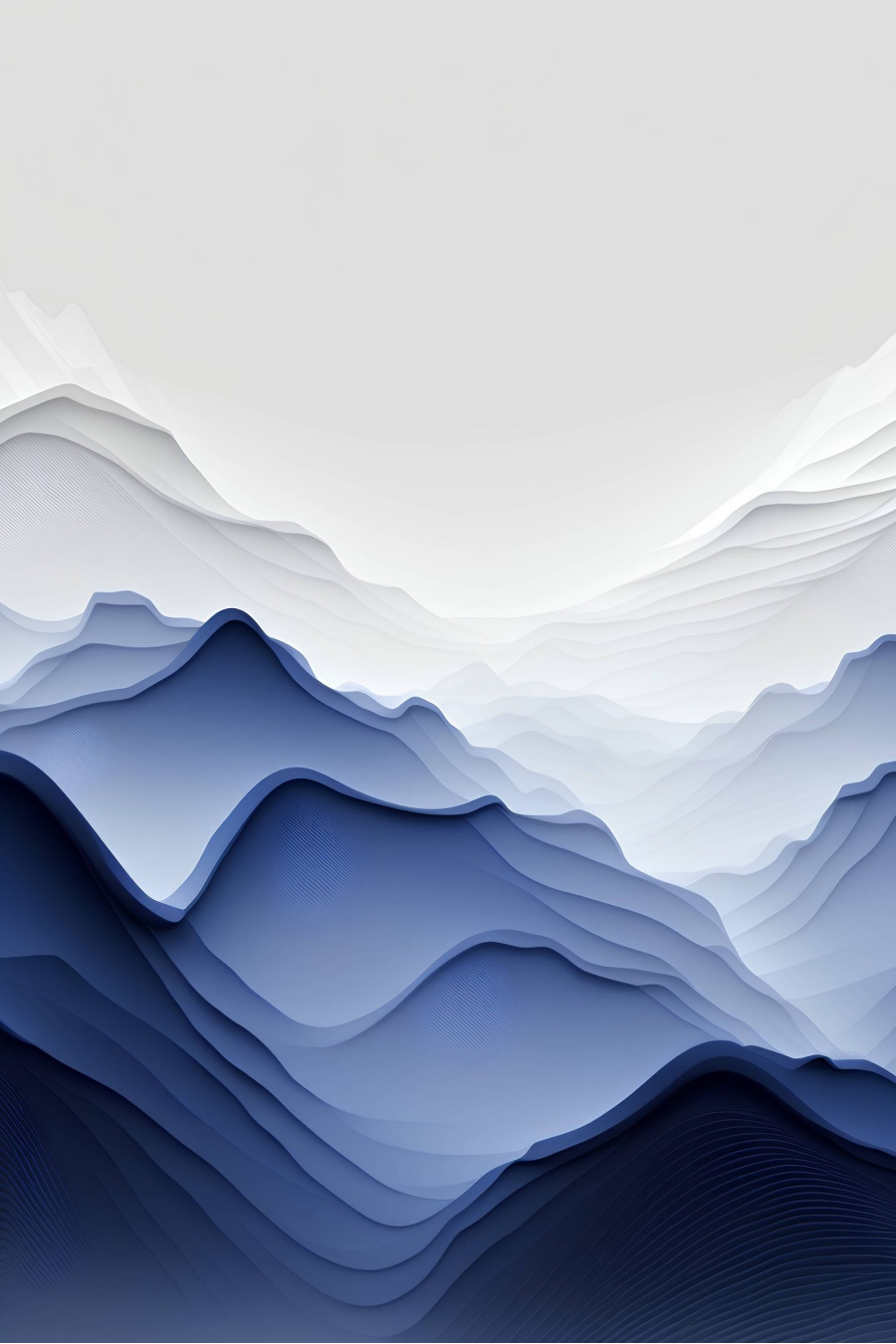
We are developing a comprehensive plan to communicate with the public and stakeholders throughout the construction process.

Community Advisory Panel

We have created an advisory panel made up of local residents and stakeholders, giving them a voice during the design and construction process.

Community Outreach Events

We are hosting this community event and others to engage and listen to the needs and expectations of the members of our community.



Q&A Session

We appreciate your attendance and attention throughout this presentation, we are excited to hear from you and answer any questions or concerns you may have.

RESOLUTION NO. 2023-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE TOWNHOMES COMPLEX SITE PLAN (SP-091-22) AND DESIGN VARIATIONS (OT-78-23, OT-79-23, OT-80-23) APPLICATION FOR PROPERTY OWNER, STARLIFE GROUP, LLC, WHOSE PROPERTY IS LOCATED AT 20 SW 15TH STREET IN THE CITY OF DANIA BEACH, FLORIDA, AS LEGALLY DESCRIBED IN EXHIBIT "A," A COPY OF WHICH IS ATTACHED TO AND INCORPORATED BY REFERENCE INTO THIS RESOLUTION; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Legislature of the State of Florida has, in Chapter 166, Florida Statutes, conferred upon local governments the authority to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry; and

WHEREAS, Chapter 28, the "Land Development Code" (the "LDC"), Part 6, entitled "Development Review Procedures and Requirements," Article 635, entitled "Site Plans" of the City Code of Ordinances (the "City Code") provides that Site Plan approval is required as a condition to the issuance of a building permit; and

WHEREAS, Part 6, of the LDC, Article 635 "Site Plans" states that site plan approval is required as a condition to the issuance of a building permit; and

WHEREAS, the Applicant has requested the approval of a Site Plan (SP-091-22) to permit the development of a 7,716 SF Three Story, Four Unit Multifamily housing development (4 units) at the property located at 20 SE 15th Street Avenue to be known as The Villas at Dania Beach; and

WHEREAS, the Applicant is requesting approval of the proposed Site Plan (SP-091-22) to permit the future development of the subject property pursuant to and consistent with the attached site plan provided as Exhibit "B"; and

WHEREAS, the Applicant has requested a Design Variation from parking and loading (OT-078-23); and,

WHEREAS, the Applicant has requested a Design Variation from façade design (OT-079-23); and

WHEREAS, the Applicant has requested a Design Variation from rooftop mechanical equipment (OT-080-23); and

WHEREAS, the Site plan for the proposed development of the property located at 20 SE 15th Street Avenue has passed DRC approval; and

WHEREAS, the City Commission conducted a duly noticed public hearing in accordance with Article 610 of the LDC; and

WHEREAS, the City Commission finds that the approval of the proposed Site Plan (SP-091-22) and Design Variations (OT-78-23, OT-79-23, OT-80-23), will protect the public health, safety, and welfare of the residents of the City, and furthers the purpose, goals, objectives, and policies of the Comprehensive Plan.

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

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

Section 2. That pursuant to Chapter 28 "Land Development Regulations," Part 6 "Development Review Procedures and Requirements," Article 635 "Site Plans," the following Site Plan (SP-091-22) and Design Variations (OT-78-23, OT-79-23, OT-80-23), attached and incorporated by this reference as Exhibit "B," is approved.

Section 3. That the approvals granted by this Resolution are subject to the Applicant's compliance with the following conditions:

1. The Applicant shall provide the necessary drainage calculations demonstrating that the site will meet the criteria set forth in the City Code Section 27-227 at the time of building and Right-of-Way permit submittal. (Engineering)
2. The existing speed hump in the S.W. 15th Street Right-of-Way shall remain in place until the newly constructed speed hump has been completed. (Engineering)
3. The applicant shall coordinate with FPL to relocate the existing FPL light pole located at the Southwest corner of the site. (Engineering)
4. The proposed driveway shall not encroach into the west neighbor's driveway. Further review of the driveway shall be completed at the time of the Building and Right-of-Way permitting. (Engineering)
5. Any additional proposed impervious area other than what is shown on the plan shall be reviewed and approved by the city. (Engineering)
6. Due to the fact that 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)

7. A Broward County Surface Water Management License is required for the proposed development as well as Florida Department of Environmental Protection (FDEP) approval for the drainage well(s) at the time of Building permitting. (Engineering)
8. A Demolition Plan and Erosion Control Plan and details are required at the time of Building permitting. (Engineering)
9. The pavement restoration limits shall be confirmed at the time of the pre-construction meeting. (Engineering)
10. Pavement restoration in the Right-of-Way is required to be completed per the city and county standards prior to the close out of the Right-of-Way permit(s). (Engineering)
11. Additional comments may apply and will need to be addressed prior to Building Permit approval. (Engineering)
12. In accordance with City Code of Ordinances in Article 415. SIDEWALKS AND SWALES, Owner is responsible for the construction of sidewalks / swales within the road ROW when buildings are constructed or substantially improved. (Engineering)
13. Provide BC standard details for pavement marking and signage. All traffic control signs shall conform to Broward County Traffic Engineering (BCTED) and MUTCD standards. BCTED signs specifications consist of Type XI retroreflective sheeting materials except for school zone and pedestrian signs which shall be comprised of retroreflective fluorescent yellow-green sheeting certified type IV. (Engineering)
14. Pavement markings shall be alkyd-based thermoplastic and fully retro-reflectorized, per BCTED specifications with the exception of parking stall striping. (Engineering)
15. Provide Maintenance of Traffic (MOT) Plan by a licensed General Contractor/Professional Engineer in the State of Florida (if applicable). (Engineering)
16. Detailed and complete engineering plans shall be required prior at the time of the Building and Right-of-Way permit submittal. (Engineering)
17. A utility piping conflict plan and details, along with documentation to demonstrate acceptability of the separation between water, sanitary, storm-water service lines, etc. shall be provided at the time of Building and Right-of-Way permitting. (Engineering)
18. All existing and proposed utilities shall be indicated on the landscape plans to determine potential conflicts. (Engineering)
19. Provide ADA parking, access / driveway, and sidewalks /ramps including dimensions in accordance with Chapter 553 of the Florida Statutes. "Accessibility of Handicapped Persons" and latest edition of "Accessibility Requirements Manual" by Department of Community Affairs, Florida Board Building Codes and Standards, and 'in accordance with Americans with Disability Act (ADA). (Engineering)
20. Provide regulatory agencies' approval documentation and Permits/Licenses (as applicable) as part of the final submittal, prior to issuance of the Building Permit (South Florida Water Management District (SFWMD), Broward County Surface Water Management License, Broward County EPGMD Wastewater Permit / BC Water and Wastewater Approval, Florida Department of Environmental Protection, FDOT, BC Environmental, BC Aviation, BCTED etc.). Also, include Utility / Right-of-Way Permits from the City, Broward County, and State Roads, as applicable. (Engineering)
21. Applicant shall obtain updated SCAD report from Broward County School Board. Current letter expired end of August 2023. (Planning)

22. Approval subject to final coordination with the FAA/BCAD review and approval. (Planning)
23. **PUBLIC ART PROGRAM:** Per Article 811. New development and redevelopment in non-residential, mixed-use and multi-family zoning districts shall provide fee for the creation, acquisition and installation of public art in the city.
- a. Pay In-Lieu Public Art Fee: Pay one-half of one percent (0.5%) of the cost of the proposed development project, as an “in-lieu” public art fee, with a minimum payment of \$5,000 and a maximum payment of \$250,000; or
 - b. Combination of In-Lieu Public Art Fee and Placement of Art on Site: Placement of art on the site of the development project, which shall have a minimum value of one-quarter of one percent (0.25%) of the cost of the proposed development project combined along with a one-quarter of one percent (0.25%) payment of an “in-lieu” public art fee. The owner shall provide documentation to the City that the art fee has been deposited into an escrow account for said purpose prior to the issuance of a building permit. Prior to placement on the development site, the art must be approved by the Community Services Director or designed and conform to the adopted public art guidelines.
24. **RAC Traffic Impact Mitigation:** Per resolution No. 2014-049, a rate of \$21.26 per p.m. peak hour trip. The Traffic Impact Study from KBP Consulting Inc demonstrates P.M peak hour trip identified as 2 PM Peak hours trip; therefore, \$42.52 Traffic Impact Mitigation fee will be due prior to issuance of a building permit. (Planning & Zoning)
25. **Recreation And Open Space Impact Fee:** In accordance with Resolution 2015-071, \$1,825.00, per Dwelling, must be paid for Recreation and Open Space Impacts at the time the building permit is issued. A total of \$7,300.00 (1,825 x 4 units) will be due at the time of building permit. (Planning)
26. 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. (Planning)
27. Provide a Construction Staging Plan to be approved by the Community Development Director prior to issuance of a building permit. The Construction Staging Plan must include, but is not limited to, all construction employee parking locations and location of equipment and material during construction (Planning).
28. Per O-2017-027 & O-2018-019. Commercial properties under construction are required to provide security to fencing with screening showing project rendering covering at least 75% of the length of the fence along an arterial or state right-of-way & 25% for local roads and must include name and intended use of the project, project rendering, project website address, and owner or agent, the telephone number for the owner or agent, and the name and an emergency contact telephone number of the general contractor. Provide screen detail prior to issuance of master construction permit. The City Commission must approve the use of City Logo. (Planning)
29. Storm Water Management Plan shall be submitted prior to building permit issuance. (Planning)

Section 4. That pursuant to Land Development Code Section 635-100 "Expiration of Site Plans" the Site Plan (SP-091-22) and Design Variations (OT-78-23, OT-79-23, OT-80-

23) approval shall automatically expire and become null and void unless the Applicant files a complete building permit application with construction drawings for the subject property to develop the Three Story Four Unit multi-family development within eighteen (18) months from the date of this Resolution.

Section 5. That the issuance of a development permit by a municipality does not in any way create any right on the part of an Applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the municipality for issuance of the permit if the Applicant fails to obtain requisite approvals or does not fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law.

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

Section 7. That this Resolution shall be effective 10 days after passage.

PASSED AND ADOPTED on _____, 2023.

Motion by _____, second by _____.

FINAL VOTE ON ADOPTION:

Commissioner Joyce Davis _____

Commissioner Tamara James _____

Commissioner Marco Salvino _____

Vice Mayor Lori Lewellen _____

Mayor Archibald J. Ryan IV _____

SIGNATURE PAGE TO FOLLOW

ATTEST:

ELORA RIERA, MMC
CITY CLERK

ARCHIBALD J. RYAN IV
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

EXHIBIT A

LEGAL DESCRIPTION

The legal description of the property is as follows: Lot 8, Block 44, NORTH HOLLYWOOD, according to the plat thereof, as recorded in Plat Book 4, Page 1, of the Public Records of Broward County Florida.

Parcel Identification Number 5142 03 10 5840



Community Development

City of Dania Beach

Memorandum

DATE: 10/24/2023

TO: Mayor and Commissioners

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

VIA: Candido Sosa-Cruz, Deputy City Manager
Eleanor Norena, CFM, Director
Corinne Lajoie, AICP, Deputy Director

SUBJECT: Zoning in Progress: A request of the City Commission to invoke a Zoning in Progress to consider amending its Land Development Code (LDC) to establish criteria to implement Senate Bill 102, known as Live Local, for the implementation of regulations relating to Florida Statute 420.508872.

Request:

To establish a Zoning-in-Progress for the consideration of an amendment to the LDC establish development regulations for multifamily residential construction with affordable housing as provided under the Live Local Statute.

Background:

The State of Florida adopted Chapter 2023-17, Laws of Florida, effective July 1, 2023, known as Live Local Act which among other things, is designed to streamline and incentivize affordable housing within the State of Florida. The Act preempts certain density and height regulations and imposes various obligations, including the requirements for a municipality to merit mixed-use residential development as an allowable use in any area zoned for commercial, industrial, or mixed-use if at least fourth percent (40%) of the residential units are affordable, as defined in Section 420.0004, Florida Statutes, for a period of at least thirty (30) years.

The benefits afforded by the Act are only available to development that provide certain threshold levels of affordable multi-family housing which housing units are further required to remain affordable for at least thirty (30) years, the act is silent on issued related to compliance reporting, monitoring and enforcement of the mandator affordable requirements applicable within the Region Activity Center (RAC).

The City is committed to providing a sustainable community for its residents and future generations and ensuring an adequate tax base to support public services is an essential component of developing and maintaining such a sustainable community.

If the City Commission agrees, the next step would be for staff to draft regulatory language creating development regulations by which any project utilizing the Live Local Act would have to follow.

The City wishes to place all parties on notice that it is considering amending its Regulations. To that end, the Resolution would invoke zoning in progress, as specified in Section 670-10 entitled “Review of Permits and Development Orders with Regard to Zoning in Progress”.

PUBLIC HEARING NOTICE

This item was duly advertised, posted, and noticed pursuant to Article 610 of the Land Development Code.

Budgetary Impact

None.

Recommendation

Approve the resolution invoking zoning in progress, directing staff to proceed with the preparation of development regulations for any project wishing to development under the Live Local Act.

RESOLUTION NO.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, INVOKING ZONING IN PROGRESS; DECLARING THAT THE CITY IS CONSIDERING AN AMENDMENT TO ITS LAND DEVELOPMENT CODE TO ESTABLISH CRITERIA TO IMPLEMENT LIVE LOCAL, FOR THE IMPLEMENTATION OF REGULATIONS RELATING TO FLORIDA STATUTES 420.50872, WHICH ZONING IN PROGRESS SHALL BE APPLIED TO THE CITY'S COMMERCIAL, INDUSTRIAL OR MIXED USE ZONING DISTRICTS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Dania Beach, Florida (the "City") desires to review its existing Land Development Code (the "LDC") in order to implement the requirements of the "Live Local" statute, Florida Statute Section 420.50872; and

WHEREAS, the City Commission directs staff to start developing regulations for Commission review and adoption, as provided in Chapter 28 of the Code of Ordinances of the City of Dania Beach, at Section 670-10, entitled "Review of Permits and Development Orders with Regard to Zoning in Progress"; and

WHEREAS, the City desires to place all parties on notice that it is considering amending its regulations to ensure the ability to implement Florida Statutes Section 420.50872, as contemplated in this Resolution; and

WHEREAS, this zoning in progress relates to the city's Commercial Zoning Districts, Industrial Zoning Districts, and Mixed Use Zoning Districts as it relates to multifamily residential construction, with affordable housing as provided under the Live Local Statute to develop setbacks, construction standards, etc.; and

WHEREAS, adoption of this Resolution is in the best interest of the residents of the City of Dania Beach, Florida.

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

Section 1. **Recitals.** That the above recitals are true and correct and are incorporated by this reference.

Section 2. **Zoning in Progress.** That the City declares "zoning in progress" and directs City staff to immediately review and recommend appropriate amendments to the City's regulations regarding implement the requirements of the "Live Local" statute, Florida Statute

Section 420.50872 and to recommend whether the adoption of any supplemental zoning regulations are needed.

Section 3. Timetable. That the period of time for a freeze on permits shall begin on the earlier of: (1) publication of a notice of a public hearing before the City Commission to consider a resolution declaring this zoning in progress process; or (2) the Planning and Zoning Board has held its initial public hearing on a proposed text amendment. This Zoning in Progress shall be in effect for three months, unless extended by the City Commission as permitted in Section 9.24.1 of Chapter 28 of the Code of Ordinances of the City of Dania Beach.

Section 4. Permits During Zoning In Progress. That during the period of time that the City Commission is considering the as a possible text amendments to provide for implementation of the Live Local Statute within the City's Land Development Code, no permit(s) or development order(s) of any kind shall be issued if issuance would result in the nonconforming or unlawful use of the property while a text amendment change is being developed and finally enacted by the City Commission.

Section 5. Public Notice. That a copy of this Resolution shall be posted at City Hall upon its Effective Date.

Section 6. Effective Date. That this Resolution shall become effective immediately upon its adoption, but zoning in progress is retroactive to the date of publication of the notice associated with the City Commission hearing this resolution relating to zoning in progress.

PASSED AND ADOPTED on _____, 2023.

Motion by _____, second by _____.

FINAL VOTE ON ADOPTION:

Commissioner Joyce Davis _____

Commissioner Tamara James _____

Commissioner Marco Salvino _____

Vice Mayor Lori Lewellen _____

Mayor Archibald J. Ryan IV _____

SIGNATURE PAGE TO FOLLOW

ATTEST:

ELORA RIERA, MMC
CITY CLERK

ARCHIBALD J. RYAN IV
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY



Public Services

City of Dania Beach

Memorandum

DATE: 10/24/2023

TO: Mayor and Commissioners

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

VIA: Fernando J. Rodriguez, Public Services Director
Dincer A. Ozaydin, P.E., Deputy Director/City Engineer

SUBJECT: EXPENDITURE OF CITY FUNDS TO EXCEED \$1M FOR THE SOUTHEAST DRAINAGE RETROFIT PROJECT, PHASE I - FIRST READING

Request:

The Public Services Department (PSD) requests expenditure authorization of City funds exceeding one million dollars for the Southeast Drainage Retrofit Project, Phase I (SE Drainage Project – Phase I).

Background:

The City engaged WSP USA, Inc.(WSP) to design stormwater improvements to address chronic flooding in the southeast section neighborhoods. WSP completed the design, and due to its overall magnitude, the project was separated into two construction phases. The City sought and successfully secured alternative funding sources to offset the project's cost for Phase I.

On July 25, 2023, the City issued an Invitation to Bid 23-014 for the SE Drainage Project, Phase I. Two bids were received on October 2, 2023. The most responsive and responsible bid is \$16,815,805.24. The City Code requires the City Commission to approve an ordinance authorizing the expenditure of funds exceeding one million dollars. This item will be the first of two readings of the ordinance to authorize the approval of funds for the first phase of the project.

Budgetary Impact

The Florida Department of Environmental Protection will provide the funding for this project in the amount of \$3,480,000. Broward County Transportation Surtax will provide additional funding for this project in the amount of \$7,212,000, and \$6,123,805.24 will come from the City's America Recovery Plan Act Funds.

Recommendation

It is recommended that the City Commission adopt an Ordinance to authorize the expenditure of City funds exceeding one million dollars for the SE Drainage Project, Phase I.

ORDINANCE NO. 2023-_____

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 SIXTEEN MILLION EIGHT HUNDRED FIFTEEN THOUSAND EIGHT HUNDRED FIVE DOLLARS AND TWENTY-FOUR CENTS (\$16,815,805.24) AS APPROVED BY THE CITY COMMISSION, TO FUND THE SOUTHEAST DRAINAGE RETROFIT PROJECT, PHASE I; PROVIDING FOR CODIFICATION, PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 2, “Certain Expenditures” of Article 3, “Powers of the City”, of the City Code of Ordinances, the City Commission must, by ordinance approve any expenditures of City funds that exceed One Million Dollars (\$1,000,000.00) after two (2) advertised public hearings of the ordinance; and

WHEREAS, the City-issued Invitation to Bid (“ITB”) No. 23-014 for the “Southeast Drainage Retrofit Project, Phase I” exceeds the monetary threshold of \$1,000,000.00; and

WHEREAS, the project expenditure shall not exceed the bid amount of Sixteen Million Eight Hundred Fifteen Thousand Eight Hundred Five Dollars and Twenty-Four Cents (\$16,815,805.24) for the Southeast Drainage Retrofit Project, Phase I.

NOW, THEREFORE, BE IT ORDAINED 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 Ordinance by this reference.

Section 2. That the proper City officials are authorized to expend more than One Million Dollars (\$1,000,000.00) in funding the Southeast Drainage Retrofit Project, Phase I.

Section 3. That the Florida Department of Environmental Protection Grant Program funds in the amount of \$3,480,000.00, and the Broward County Transportation Surtax funds in the amount of \$7,212,000.00 be appropriated to account number 402-35-28-535-63-10. In addition, the balance of funds, in the amount of \$6,123,805.24 to equal \$16,815.805.24 to fund the Southeast Drainage Retrofit Project, Phase I, will come from the City’s American Rescue Plan Act funds, reserves, and potentially new debt financing.

Section 4. That all ordinances or part of ordinances in conflict with the provisions of the Ordinance are repealed.

Section 5. That this Ordinance shall be effective immediately at adoption on second reading.

PASSED on first reading on October 24, 2023.

PASSED AND ADOPTED on second reading on _____ 2023.

First Reading:

Motion by: _____

Second by: _____

Second Reading:

Motion by: _____

Second by: _____

FINAL VOTE ON ADOPTION:

Commissioner Joyce L. Davis _____

Commissioner Tamara James _____

Commissioner Marco Salvino _____

Vice Mayor Lori Lewellen _____

Mayor Archibald J. Ryan IV _____

ATTEST:

ELORA RIERA, MMC
CITY CLERK

ARCHIBALD J. RYAN IV
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

SUN-SENTINEL

Sold To:

City of Dania Beach- City Clerk's Office - CU00117511
100 W. Dania Beach Blvd
Dania Beach, FL 33004-3699

Bill To:

City of Dania Beach- City Clerk's Office - CU00117511
100 W. Dania Beach Blvd
Dania Beach, FL 33004-3699

Published Daily

Fort Lauderdale, Broward County, Florida
Boca Raton, Palm Beach County, Florida
Miami, Miami-Dade County, Florida

State Of Florida
County Of Orange

Before the undersigned authority personally appeared
Rose Williams, who on oath says that he or she is a duly authorized representative of the SUN- SENTINEL,
a DAILY newspaper published in BROWARD/PALM BEACH/MIAMI-DADE County, Florida; that the
attached copy of advertisement, being a Legal Notice in:

The matter of 11720-Notice of Public Meeting .
Was published in said newspaper by print in the issues of, or by publication on the
newspaper's website, if authorized on Oct 15, 2023

Affiant further says that the newspaper complies with all legal requirements for
publication in Chapter 50, Florida Statutes.

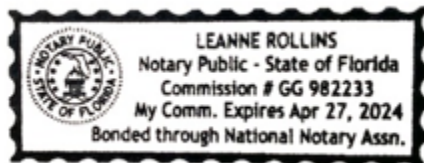


Signature of Affiant

Sworn to and subscribed before me this: October 16, 2023.



Signature of Notary Public



Name of Notary, Typed, Printed, or Stamped
Personally Known (X) or Produced Identification ()

Affidavit Delivery Method: E-Mail

Affidavit Email Address: eriera@daniabeachfl.gov, emcclendon@daniabeachfl.gov
7514566

**NOTICE OF HEARING BEFORE CITY
COMMISSION OF THE CITY OF DANIA
BEACH, FLORIDA, REGARDING FIRST
READING OF THE FOLLOWING
PROPOSED ORDINANCE:**

NOTICE IS GIVEN that on October 24, 2023, at 7:00 p.m. or as soon thereafter as the matter may be heard, the City Commission of the City of Dania Beach, Florida, will conduct a public hearing in the Commission Chamber at Dania Beach City Hall, 100 West Dania Beach Boulevard, Dania Beach, Florida, to consider the proposed first reading of the following ordinance:

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 SIXTEEN MILLION EIGHT HUNDRED FIFTEEN THOUSAND EIGHT HUNDRED FIVE DOLLARS AND TWENTY-FOUR CENTS (\$16,805,805.24) APPROVED BY THE CITY COMMISSION, TO FUND THE SOUTHEAST DRAINAGE RETROFIT PROJECT, PHASE I; PROVIDING FOR CODIFICATION, PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

Copies of the proposed ordinance are on file in the Office of the City Clerk, Dania Beach City Hall, 100 West Dania Beach Boulevard, Dania Beach, Florida, and may be inspected by the public during normal business hours.

Interested parties may appear at the meeting and be heard with respect to the proposed ordinance. Any person who decides to appeal any decision made with respect to any matter considered at this 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.

In accordance with the Americans with Disabilities Act, persons needing assistance to participate in any of the proceedings should contact the City Clerk's Office, 100 West Dania Beach Boulevard, Dania Beach, Florida 33004, (954) 924-6800 Ext. 3624 at least 48 hours prior to the meeting.

/s/ Elora Riera, MMC
City Clerk
10/15/2023 7514566



City Manager

City of Dania Beach

Memorandum

DATE: 10/24/2023

TO: Mayor and Commissioners

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

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

SUBJECT: Approval of Expenditure of City Funds to Exceed One Million for the Purchase of 148 S. North Federal Highway - Second Reading

Request:

The City Administration requests expenditure authorization of City funds that will exceed one million dollars for the property located at 148 N. Federal Highway.

Background:

Through the Mayor, the City has prepared a purchase and sale agreement between the City and Rodney B. Harrison which offer is contingent upon City Commission approval and a due diligence period to confirm environmental quality of the land, at a purchase price of One Million Six Hundred Thousand Dollars (\$1,600,000.00).

Before proceeding with the purchase, the City's to Section 2, "Certain Expenditures" of Article 3, "Powers of the City", of the City Charter, the City Commission must, by ordinance, approve any expenditures of City funds that exceed One Million Dollars (\$1,000,000.00) after two (2) advertised public hearings of the ordinance requires the Commission to authorize expenditures that exceed one million dollars. The City has completed its due diligence as to the property value, and any closing will occur after the City has received environmental sign off in conducting a Phase I Environmental test of the property.

Budgetary Impact

The funding for this purchase in the amount of \$1,600,000.00, plus closing costs, will be appropriated from: Appropriated Fund Balance (001-00-00-389-90-01), Purchase of Land (001-18-00-519-61-10).

Recommendation

It is recommended that the City Commission adopt the Ordinance on final reading to authorize the expenditure of City funds exceeding one million dollars for the purchase of 148 N. Federal Highway in the amount of \$1,600,000.00, plus closing costs.

ORDINANCE NO. 2023-_____

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 ONE MILLION SIX HUNDRED THOUSAND DOLLARS (\$1,600,000.00) FOR THE PURCHASE OF 148 NORTH FEDERAL HIGHWAY, DANIA BEACH, FLORIDA; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 2, “Certain Expenditures” of Article 3, “Powers of the City”, of the City Charter, the City Commission must, by ordinance, approve any expenditures of City funds that exceed One Million Dollars (\$1,000,000.00) after two (2) advertised public hearings of the ordinance; and

WHEREAS, the City has issued an offer to purchase 148 North Federal Highway, for the purchase price of One Million Six Hundred Thousand Dollars (\$1,600,000.00), contingent upon city commission approval, and a due diligence period; and

WHEREAS the dollar amount the purchase price exceeds the monetary threshold of One Million Dollars (\$1,000,000.00); and

WHEREAS, at second reading of the ordinance the City shall hold two public hearings on the expenditure exceeding One Million Dollars (\$1,000,000.00).

NOW, THEREFORE, BE IT ORDAINED 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 Ordinance by this reference.

Section 2. That the proper City officials are authorized to expend more than One Million Dollars (\$1,000,000.00) to purchase 148 North Federal Highway.

Section 3. That Fiscal Year 2023-24 funding for this purchase, in the amount of One Million Six Hundred Thousand Dollars (\$1,600,000.00), plus applicable closing costs, is currently available in the City’s General Fund Unassigned Fund Balance account number 001-71-00-00 and shall be appropriated to the following revenue and expenditure accounts:

Appropriated Fund Balance (001-00-00-389-90-01)

Purchase of Land (001-18-00-519-61-10).

Section 4. That if any section, clause, sentence, or phrase of this Ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, the holding shall not affect the validity of the remaining portions of this Ordinance.

Section 5. That all Ordinances or parts of Ordinances in conflict with the provisions of this Ordinance are repealed.

Section 6. That this Ordinance shall take effect immediately at the time of its passage and adoption.

PASSED on first reading on October 10, 2023.

PASSED AND ADOPTED on second reading on _____.

First Reading:

Motion by: _____

Second by: _____

Second Reading:

Motion by: _____

Second by: _____

FINAL VOTE ON ADOPTION:

Commissioner Joyce Davis _____

Commissioner Tamara James _____

Commissioner Marco Salvino _____

Vice Mayor Lori Lewellen _____

Mayor Archibald J. Ryan IV _____

ATTEST:

ELORA RIERA, MMC
CITY CLERK

ARCHIBALD J. RYAN IV
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

EXHIBIT "A"
LEGAL DESCRIPTION

Lots 5 and 6, less the West 24 feet of Lot 6, in Block 11, of the TOWN OF MODELO (now DANIA), according to the Plat thereof, as recorded in Plat Book "B," at Page 49, of the Public Records of Dade County, Florida; said lands situate, lying and being in Broward County, Florida.

SUN-SENTINEL

Sold To:

City of Dania Beach- City Clerk's Office - CU00117511
100 W. Dania Beach Blvd
Dania Beach,FL 33004-3699

Bill To:

City of Dania Beach- City Clerk's Office - CU00117511
100 W. Dania Beach Blvd
Dania Beach,FL 33004-3699

Published Daily

Fort Lauderdale, Broward County, Florida
Boca Raton, Palm Beach County, Florida
Miami, Miami-Dade County, Florida

State Of Florida

County Of Orange

Before the undersigned authority personally appeared
Rose Williams, who on oath says that he or she is a duly authorized representative of the SUN- SENTINEL,
a DAILY newspaper published in BROWARD/PALM BEACH/MIAMI-DADE County, Florida; that the
attached copy of advertisement, being a Legal Notice in:

The matter of 11720-Notice of Public Meeting .
Was published in said newspaper by print in the issues of, or by publication on the
newspaper's website, if authorized on Oct 15, 2023

Affiant further says that the newspaper complies with all legal requirements for
publication in Chapter 50, Florida Statutes.

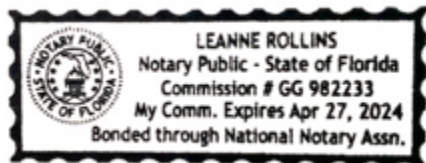


Signature of Affiant

Sworn to and subscribed before me this: October 16, 2023.



Signature of Notary Public



Name of Notary, Typed, Printed, or Stamped
Personally Known (X) or Produced Identification ()

Affidavit Delivery Method: E-Mail

Affidavit Email Address: eriera@daniabeachfl.gov, emcclendon@daniabeachfl.gov, djennings@daniabeachfl.gov
7514554

**NOTICE OF HEARING BEFORE CITY
COMMISSION OF THE CITY OF DANIA
BEACH, FLORIDA, REGARDING
ADOPTION OF THE FOLLOWING
PROPOSED ORDINANCE:**

NOTICE IS GIVEN that on October 24, 2023, at 7:00 p.m. or as soon thereafter as the matter may be heard, the City Commission of the City of Dania Beach, Florida, will conduct a public hearing in the Commission Chamber at Dania Beach City Hall, 100 West Dania Beach Boulevard, Dania Beach, Florida, to consider the adoption of the following ordinance:

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 ONE MILLION SIX HUNDRED THOUSAND DOLLARS (\$1,600,000.00) FOR THE PURCHASE OF 148 NORTH FEDERAL HIGHWAY, DANIA BEACH, FLORIDA; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

Copies of the proposed ordinance are on file in the Office of the City Clerk, Dania Beach City Hall, 100 West Dania Beach Boulevard, Dania Beach, Florida, and may be inspected by the public during normal business hours.

Interested parties may appear at the meeting and be heard with respect to the proposed ordinance. Any person who decides to appeal any decision made with respect to any matter considered at this 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.

In accordance with the Americans with Disabilities Act, persons needing assistance to participate in any of the proceedings should contact the City Clerk's Office, 100 West Dania Beach Boulevard, Dania Beach, Florida 33004, (954) 924-6800 Ext. 3624 at least 48 hours prior to the meeting.

/s/ Elora Riera, MMC
City Clerk
10/15/2023 7514554



City of Dania Beach
Community Development
Memorandum

DATE: 10/24/2023

TO: Mayor and Commissioners

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

VIA: Candido Sosa-Cruz, Deputy City Manager
Eleanor Norena, CFM, Director
Corinne Lajoie, AICP, Deputy Director

SUBJECT: RZ-074-23: The applicant, the City of Dania Beach, is requesting to rezone a portion of the city owned CW Thomas Park from Neighborhood-Residential to Open Space (SECOND READING).

Request:

To rezone a portion of CW Thomas Park from Neighborhood-Residential (NBDH-RES) to Open Space (OS).

Background:

The CW Thomas Park currently has two (2) zoning designations on the land, Neighborhood-Residential (NBDH-RES) and Open Space (OS). As the park expanded over time, the zoning was never changed to reflect the expansion of the park. Each zoning designation has different development regulations making redevelopment of the site difficult.

At this time, Community Development is proposing to rezone the western portion of the park, so the entire park is properly zoned Open Space. Having one set of development regulations for the entire park will make it easier to create and review the site plan for compliance with the City's Land Development Code (LDC).

Budgetary Impact

None.

Recommendation

The Community Development Department recommends that the City Commission approval of the proposed rezoning on second and final reading.

ORDINANCE NO. 2023-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE REQUEST MADE BY THE CITY OF DANIA BEACH TO REZONE PROPERTY LOCATED AT 100 NW 8 AVENUE, DANIA BEACH, FLORIDA, AS LEGALLY DESCRIBED IN EXHIBIT “A”; CHANGING THE CURRENT ZONING CLASSIFICATION OF THE PROPERTY FROM NEIGHBORHOOD RESIDENTIAL (NBHD-RES) TO OPEN SPACE (OS) (APPLICATION NO. RZ-074-23), SUBJECT TO CERTAIN RESTRICTIONS; AND AMENDING THE CITY’S ZONING MAP TO REFLECT THE REZONING OF THE PARCEL, AS REFLECTED IN EXHIBIT “B”; PROVIDING FOR CODIFICATION, PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 28, the “Land Development Code,” Part 6, “Development Review Procedures And Requirements,” Article 645, “Rezoning” of the City Code of Ordinances (the “City Code”), the City of Dania Beach, Owners (the “Applicant”), has applied to the City of Dania Beach (the “City”) for approval of a rezoning (Application RZ-074-23) for property located at 100 NW 8 Avenue, Dania Beach, Florida and legally described in Exhibit “A”; a copy of which is made a part of and incorporated into this Ordinance by this reference; and

WHEREAS, the City Planning and Zoning Board, sitting as the Local Planning Agency, held a duly advertised public hearing on September 21, 2023, and determined that the proposed rezoning is consistent with the goals and objectives of the City of Dania Beach Comprehensive Plan (the “Comprehensive Plan”), and therefore, recommended approval of the proposed rezoning; and

WHEREAS, the rezoning is consistent with the Future Land Use Map (FLUM) of the Comprehensive Plan which designates this area as Regional Activity Center; and

WHEREAS, the City Commission conducted two (2) duly noticed public hearings in accordance with law; and

WHEREAS, the City Commission finds that the approval of the proposed rezoning will protect the public health, safety, and welfare of the residents of the City, and furthers the purpose, goals, objectives and policies of the Comprehensive Plan.

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

Section 1. That the foregoing “Whereas” clauses are ratified and confirmed as being true and correct and they are made a specific part of this Ordinance.

Section 2. Pursuant to Chapter 28 “Land Development Code,” Part 6, “Development Review Procedures And Requirements,” Article 645, “Rezoning” of the City Code, the rezoning request (RZ-074-23) from Neighborhood Residential (NBHD-RES) to Open Space (OS) District, for the property located at 100 NW 8 Avenue, in the City of Dania Beach, Florida, as legally described in Exhibit “A,” is approved.

Section 3. That the City’s zoning map is amended, as described in Exhibit “B”, which exhibit is attached and incorporated by reference into this Ordinance.

Section 4. That issuance of a development permit by a municipality does not in any way create any right on the part of an applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the municipality for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law.

Section 5. That if any section, clause, sentence or phrase of this Ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, the holding shall not affect the validity of the remaining portions of this Ordinance.

Section 6. That all ordinances or parts of ordinances in conflict with the provisions of this Ordinance are repealed to the extent of such conflict.

Section 7. That this Ordinance shall be effective 10 days after passage.

PASSED on first reading on _____, 2023.

PASSED AND ADOPTED on second reading on _____, 2023.

First Reading:

Motion by: _____

Second by: _____

Second Reading:

Motion by: _____

Second by: _____

FINAL VOTE ON ADOPTION:

Commissioner Joyce Davis _____

Commissioner Tamara James _____

Commissioner Marco Salvino _____

Vice Mayor Lori Lewellen _____

Mayor Archibald J. Ryan IV _____

ATTEST:

ELORA RIERA, MMC
CITY CLERK

ARCHIBALD J. RYAN IV
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

**EXHIBIT “A”
LEGAL DESCRIPTION**

ALL THAT PART OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION THIRTY-FOUR (34), TOWNSHIP FIFTY (50) SOUTH, RANGE FORTY-TWO (42) EAST, LYING WEST OF BLOCK THIRTY (30) OF THE TOWN OF MODELO (NOW DANIA), ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK “B”, PAGE 49, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA; SAID LANDS SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA.

LESS AND EXCEPT THEREFROM PUBLIC RIGHT-OF-WAY FOR NW 8TH AVENUE, TOGETHER WITH:

LOTS ONE (1) THROUGH TEN (10), INCLUSIVE, BLOCK ONE (1), “WEST MOORLAND”, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 19, PAGE 8, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, TOGETHER WITH A TWENTY-FIVE (25) FOOT RIGHT-OF-WAY FOR NW 10TH AVENUE, LYING EASTERLY OF SAID BLOCK ONE (1).

SUBJECT TO:

THAT PORTION OF UNRECORDED PUBLIC RIGHT-OF-WAY, ADJACENT TO THE ABOVE DESCRIBED LANDS, BEING THE EASTERLY EXTENSION OF NW 1ST STREET AND NW 2ND STREET, INTERSECTING NW 8TH AVENUE.

EXHIBIT “B”