



AGENDA
DANIA BEACH CITY COMMISSION
REGULAR MEETING
TUESDAY, DECEMBER 10, 2024 - 7:00 PM

ANY PERSON WHO DECIDES TO APPEAL ANY DECISION MADE WITH REGARD TO ANY MATTER CONSIDERED AT THIS MEETING OR HEARING WILL NEED A RECORD OF THE PROCEEDING, AND FOR SUCH PURPOSE MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDING IS MADE WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

LOBBYIST REGISTRATION IS REQUIRED. PRIOR TO ENGAGING IN ANY LOBBYING ACTIVITIES, WHETHER OR NOT COMPENSATION IS PAID OR RECEIVED IN CONNECTION WITH THOSE ACTIVITIES, EACH LOBBYIST SHALL FILE WITH THE CITY CLERK AN ANNUAL REGISTRATION STATEMENT AND PAY AN ANNUAL TWO HUNDRED FIFTY DOLLARS (\$250.00) REGISTRATION FEE FOR EACH PRINCIPAL OR EMPLOYER. REGISTRATION FORMS ARE AVAILABLE ON THE CITY WEBSITE: WWW.DANIABEACHFL.GOV. (ORDINANCE #2012-019; AMENDED BY ORDINANCE #2019-019)

IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT, PERSONS NEEDING ASSISTANCE TO PARTICIPATE IN ANY OF THESE PROCEEDINGS SHOULD CONTACT THE CITY CLERK'S OFFICE, 100 W. DANIA BEACH BOULEVARD, DANIA BEACH, FL 33004, (954) 924-6800 EXTENSION 3624, AT LEAST 48 HOURS PRIOR TO THE MEETING.

IN CONSIDERATION OF OTHERS, WE ASK THAT YOU:

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

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

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

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

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

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

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

1. Special Event Applications - *Parks and Recreation*
Chabad of Dania Beach - Chanukah at Dania Pointe (12.30.24)
Dania Pointe - Yearly Event Programming (2025)
2. Rededication - Plaque for "Magnetic Geodes" Artwork at City Hall in Recognition of Robert "Bo" Donly - *Sponsored by Mayor Joyce L. Davis*

4. PROCLAMATIONS: None

5. ADMINISTRATIVE REPORTS

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

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:
 - November 18, 2024 Organizational - Special City Commission Meeting
 - November 18, 2024 City Commission Meeting
2. Travel Requests: None.
3. Approval for Use of City Logo:
 - Greater Dania Beach Chamber of Commerce - First Responders Luncheon and Holiday Toy Drive - (12/16/2024)
 - MLK Parade & Celebration - MLK Renaissance Corp (1/20/2025)
 - Vintage Motorcycle Show - Dania Bike Show (1/25/2025)
 - CareerSource Broward - Summer Youth Employment Program (6/9/2025-8/5/2025)
4. RESOLUTION NO. 2024- _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE ENTRY INTO AN AGREEMENT WITH FLORIDA EAST COAST RAILWAY (FECR) FOR ENHANCEMENTS TO RAIL CROSSINGS AS PART OF THE BROWARD COUNTY SEALED CORRIDOR PROJECT; PROVIDING FOR A BUDGETARY COMMITMENT OF NINETY-TWO THOUSAND TWO HUNDRED FIVE DOLLARS (\$92,205.00), WHICH INCLUDES A TWENTY PERCENT (20%) CONTINGENCY; ACKNOWLEDGING FEDERAL AND COUNTY GRANT MATCHES TOTALING SIX HUNDRED SIXTY-SIX THOUSAND EIGHT HUNDRED FORTY-ONE DOLLARS (\$666,841); FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

5. RESOLUTION NO. 2024-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A SECOND AMENDMENT OF THE AGREEMENT WITH BROWARD COUNTY FOR MAINTENANCE OF BUS SHELTERS, RETROACTIVELY PROVIDING FOR THE INSTALLATION OF AN ADDITIONAL SIXTEEN (16) BUS STOP SHELTERS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

6. RESOLUTION NO. 2024-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, RETROACTIVELY AUTHORIZING CHANGE ORDER NUMBER FOUR WITH VERCETTI ENTERPRISES FOR THE I.T. PARKER COMMUNITY CENTER RENOVATION, IN THE AMOUNT OF EIGHTEEN THOUSAND NINETY EIGHT DOLLARS AND THIRTY FIVE CENTS (\$18,098.35). WHICH AMOUNT EXCEEDS THE APPROVED AMOUNT OF THE UNDERLYING AGREEMENT, INCLUDING CONTINGENCY; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Parks & Recreation)*

7. RESOLUTION NO. 2024-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT WITH WALTERS ZACKRIA ASSOCIATES, PLLC. FOR DESIGN SERVICES FOR IMPROVEMENTS RELATED TO NEW CONSTRUCTION AT OLSEN MIDDLE SCHOOL, IN THE AMOUNT OF NINE THOUSAND FORTY-ONE THOUSAND SIX HUNDRED AND FORTY DOLLARS (\$941,640.00) WITH AN ADDITIONAL TEN THOUSAND DOLLARS (\$10,000.00) IN REIMBURSABLE FUNDS; PROVIDING FOR CONFLICTS, FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Parks and Recreation)*

8. RESOLUTION NO. 2024-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE MODIFICATION NUMBER FOUR TO THE SUBGRANT AGREEMENT BETWEEN THE CITY OF DANIA BEACH AND THE STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT FOR A FIVE-MONTH EXTENSION TO A GRANT FOR THE CREATION OF A WATERSHED MASTER PLAN; PROVIDING FOR CONFLICTS; FURTHER PROVIDING FOR AN EFFECTIVE DATE. *(Community Development)*

9. RESOLUTION NO. 2024-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AMENDMENT #4 TO THE MASTER RESEARCH AGREEMENT BETWEEN THE CITY OF DANIA BEACH AND FLORIDA ATLANTIC UNIVERSITY FOR A FIVE-MONTH EXTENSION TO A GRANT FOR THE CREATION OF A WATERSHED MASTER PLAN; PROVIDING FOR CONFLICTS; FURTHER PROVIDING FOR AN EFFECTIVE DATE.*(Community Development)*

10. RESOLUTION NO. 2024-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT WITH TYLER TECHNOLOGIES, INC. TO AMEND THE UNDERLYING SAAS SERVICES WITH TYLER TECHNOLOGIES, INC.; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Community Development/Finance)*

9. BIDS AND REQUESTS FOR PROPOSALS

1. RESOLUTION NO. 2024-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE AWARD OF INVITATION TO BID (“ITB”) NO. 24-030, ENTITLED “REHABILITATION OF LIFT STATION 12” PROJECT TO SOUTHERN UNDERGROUND INDUSTRIES, INC. IN THE AMOUNT OF THREE MILLION SIX HUNDRED NINETY-NINE THOUSAND NINE HUNDRED DOLLARS (\$3,699,900.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.*(Public Services)*

2. RESOLUTION NO. 2024-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AWARDING REQUEST FOR PROPOSAL NO. 24-014 AND

AUTHORIZING THE PURCHASE AND IMPLEMENTATION OF A SMART WATER METER / ADVANCED METERING INFRASTRUCTURE (AMI) SYSTEM FROM UTILITY SOLUTIONS AND AUTOMATION (USA); PROVIDING FOR FUNDING; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Finance)*

3. RESOLUTION NO. 2024-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, AUTHORIZING THE AWARD OF INVITATION TO BID NO. 24-020 “DANIA BEACH CITY HALL WINDOW AND DOOR REPLACEMENT” TO TECHGROUPONE, INC. IN AN AMOUNT NOT TO EXCEED TWO HUNDRED SIXTY-FIVE THOUSAND FIVE HUNDRED ONE DOLLAR AND FIFTY CENTS (\$265,501.50) PLUS A TEN PERCENT (10%) CONTINGENCY FOR UNFORSEEN CIRCUMSTANCES; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

10. QUASI-JUDICIAL & PUBLIC HEARING ITEMS: None

11. FIRST READING ORDINANCES: None

12. SECOND READING ORDINANCES

1. ORDINANCE 2024-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE EXPENDITURE OF CITY FUNDS EXCEEDING ONE MILLION DOLLARS (\$1,000,000.00) FOR REBUILDING LIFT STATION NO. 12; PROVIDING FOR CODIFICATION, PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

2. ORDINANCE NO. 2024-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE EXPENDITURE OF CITY FUNDS EXCEEDING ONE MILLION DOLLARS (\$1,000,000.00) FOR THE PURCHASE OF A SMART WATER METER / ADVANCED METERING INFRASTRUCTURE (AMI) SYSTEM; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Finance)*

3. ORDINANCE NO. 2024-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA

BEACH, FLORIDA, AMENDING CHAPTERS 17, ENTITLED “OFFENSES – MISCELLANEOUS” TO REPEAL THE CITY’S CAMPING ORDINANCE IN ORDER TO ENFORCE THE COUNTY’S ANTI-CAMPING ORDINANCE AND PROVIDING FOR NOTICE TO THE CITY OF CAMPING VIOLATIONS; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. (*City Attorney*)

13. DISCUSSION AND POSSIBLE ACTION

1. Community Grants Program and Discretionary Funds Policy and Procedures - *Sponsored by Commissioner Lewellen*
2. Appointing an Alternate to the Solid Waste Authority Executive Committee

14. APPOINTMENTS

1. Advisory Board Appointments - *City Clerk*

15. COMMISSION COMMENTS

16. ADJOURNMENT



City of Dania Beach Parks & Recreation Memorandum

DATE: 12/10/2024

TO: Mayor and Commissioners

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

VIA: Tyrone Cornileus, Event Liaison (Parks & Rec)

SUBJECT: Special Event Application Request: Chabad of Dania Beach (Chanukah at Dania Pointe) and Dania Pointe Yearly Programming

Request:

A Special Event is requested by Chabad of Dania Beach to host the Chanukah at Dania Pointe beginning on Monday, December 30, 2024 at Dania Pointe from 6 PM to 8 PM.

A Special Event is requested by Dania Pointe to present their annual event programming for January 1, 2025- December 31, 2025 at Dania Pointe.

Background:

Chabad of Dania Beach: Chanukah at Dania Pointe

The requested event will be held at Dania Pointe on December 30, 2024 from 6pm-8pm. This is a repeat event that has been hosted in 2021, 2022, and 2023. The event includes a Menorah lighting, kosher Chanukah treats, Dania Pointe in-house entertainment, balloon artists, face painters, and bounce houses.

Dania Pointe Yearly Programming:

The requested events are apart of Dania Pointe's yearly programming request for the annual year 2025. The events include: Wellness Wednesday: Free Yoga and Zumba class on the Lawn | Night Markets: Up to 30 vendors selling artisan goods | Family Sundays: DJ, performers, lawn games | Live Entertainment: Musicians (e.g. DJ's, solo guitarists, electric violinists, etc) | 5k: 5k course throughout DP with activations before/after race | Food & Wine: Tastings by DP restaurants, chef demos, and entertainment.

Budgetary Impact

Chabad of Dania Beach-Chanukah at Dania Pointe:
Special Event Application of \$150 must be paid.

Dania Pointe Yearly Programming:

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

Recommendation

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

Chabad of Dania Beach - Chanukah at Dania Pointe:

Department Review Comments:

:

BSO Fire:	No issues
Building Official	No permits needed
City Attorney	No issues
Code Enforcement	No issues
Planning & Zoning	No issues
Risk Mgmt.-	No issues
Parks & Recreation	No issues
Public Services	No issues
BSO Police Dept.	TBD

Dania Pointe Yearly Programming:

Department Review:

Comments:

BSO Fire:	Will be based on each specific event application as they are proposed.
Building Official	No issues
City Attorney	No issues
Code Enforcement	No issues
Planning & Zoning	No issues
Risk Mgmt.-	No issues.
Parks & Recreation	No issues
Public Services	No issues
BSO Police Dept.	Only need application for Food & Wine event.



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: Chanukah at Dania Pointe

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

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

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

Location: Dania Pointe

Expected maximum attendance _____ Expected sustained attendance 200
Has this event been held in the past? ☒ Yes ☐ No Dec 2 2021 (150) Dec 20 2022 (200)
If yes, please list the past dates, locations and attendance _____

Dec 7 2023 (200)

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

Menorah Lighting, Kosher Chanukah treats, Dania Point In House Entertainment

Balloon Artist, face paint, bounce house

Date and Time:	DATE	DAY	BEGIN	END	Attendance
SETUP:	<u>12/30/24</u>	<u>Monday</u>	<u>2</u> AM/PM	<u>6</u> AM/PM	<u>20</u>
EVENT DAY 1:	<u>12/30/24</u>	<u>Monday</u>	<u>6</u> AM/PM	<u>8</u> AM/PM	<u>200</u>
EVENT DAY 2:	_____	_____	_____ AM/PM	_____ AM/PM	_____
EVENT DAY 3:	_____	_____	_____ AM/PM	_____ AM/PM	_____
BREAKDOWN:	_____	_____	_____ AM/PM	_____ AM/PM	_____

PART II: APPLICANT

Organization Name Chabad of Dania Beach Inc. **Name of Authorized Signatory** Eliezer Eckstein
For-Profit Non-Profit Private (as registered in Sunbiz)
Address: 215 SE 2nd St **City, State, Zip:** Dania Beach, FL 33004
Date of registration: 02/08/2022 **State registered in:** FL **Federal ID #** 873099289
Email Address: chabaddaniabeach@gmail.com **Phone:** 954-815-7156
Event Coordinator Name Eliezer Eckstein **Phone:** 954-815-7156
Title: Rabbi **Phone:** 9548157156 **Cell:** 954-815-7156
Email address: chabaddaniabeach@gmail.com **Fax:** _____
Additional Contact Name Mushka Eckstein **Will you be on site?** ☒ Yes ☐ No
Title: Co-Director **Phone:** 917-975-5378 **Cell:** 917-975-5378
Email address: mushkab@gmail.com **Fax:** _____
Event Production Company (if other than applicant) N/A
Address: N/A **City, State, Zip:** N/A
Contact Name: N/A **Title:** N/A
Phone (day) N/A **(night)** N/A **Cell:** N/A
Email address: N/A **Fax:** N/A

PART III: EVENT INFORMATION

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

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

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

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

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

Amusement Ride ☐ Yes ☒ No
If yes, name a contact of company: N/A

What type of rides are you planning? N/A

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

Electricity ☐ Yes ☒ No **Generator** ☐ Yes ☒ No **Amount of Kilowatts** N/A

Events requiring electricity must be permitted.

Company: N/A License #: N/A

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

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 N/A

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

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

Food Vendors ☐ Yes ☒ No **Food Trucks** ☐ Yes ☒ No

Cooking Appliance Types (charcoal grills gas grills, deep fryers, etc.) N/A

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

Will any type of cooking appliances be used by either the Sponsor of the Event or any of its vendors?
☐ Yes ☒ No

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

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

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

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

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

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

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

Food Truck and vendors that are participating at the event.

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

5. All vendors that are cooking must have the proper fire extinguisher to extinguish their product.

Music ☒ Yes ☐ No

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

DJ

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

Speakers, Amp, Mixers

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

Stages may require permits.

Days and times music will be played: 12/30/24 6-8 pm

How close is the event to the nearest residence? .3 miles

It is the responsibility of the event coordinators/promoter to reach out to businesses within proximity of the event.

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

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

All Parking Spaces that are impacted by an event will be billed to the event organizer through the City's Parking Division and must be paid in full before the event.

Road Closings ☐ Yes ☒ No If yes, define Closure(s) N/A

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

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 N/A Contact N/A Phone N/A

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

Security/Police ☐ Yes ☒ No

Name N/A Phone N/A

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

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

Tents or Canopies ☒ Yes ☐ 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? 9 Tents size 10'x10' (no walls)

Company Name Dania Live 1748 II, LLC Contact Emily Wirley Phone 954-892-9029

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.

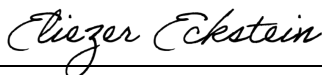
PART VI: SUBMISSION

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



Event Coordinator Signature

11/19/2024

Date

Chanukah at Dania Pointe
Monday, Dec. 30th 6pm – 8pm

-  **White 10x10 tents**
-  **DJ Tent**
-  **Menorah**





CITY OF DANIA BEACH SPECIAL EVENT APPLICATION

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

PART I: EVENT REQUEST

Event Name: Dania Pointe Annual Event Programming (January 1, 2025 - December 31, 2025)

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

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

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

Location: Dania Pointe, 139 S Compass Way, Dania Beach, FL 33004

Expected maximum attendance Varies per event Expected sustained attendance ____
Has this event been held in the past? ☐ Yes ____ No
If yes, please list the past dates, locations and attendance All events have been previously held at Dania Pointe.
Every Week in 2024: Wellness Wednesdays, Night Markets, Family Sundays, Live Music on Fridays & Saturdays
| 5k: 10/13/24 | Food & Wine: 11/10/24

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

Wellness Wednesday: Free Yoga and Zumba class on the Lawn | Night Markets: Up to 30
vendors selling artisan goods | Family Sundays: DJ, performers, lawn games | Live
Entertainment: Musicians (e.g. DJ's, solo guitarists, electric violinists, etc) | 5k: 5k course
throughout DP with activations before/after race | Food & Wine: Tastings by DP restaurants,
chef demos, and entertainment

Date and Time:	DATE	DAY	BEGIN	END	Attendance
SETUP:	Varies, see attached documentation	_____	_____AM/PM	_____AM/PM	_____
EVENT DAY 1:	_____	_____	_____AM/PM	_____AM/PM	_____
EVENT DAY 2:	_____	_____	_____AM/PM	_____AM/PM	_____
EVENT DAY 3:	_____	_____	_____AM/PM	_____AM/PM	_____
BREAKDOWN:	_____	_____	_____AM/PM	_____AM/PM	_____

PART II: APPLICANT

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

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

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

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

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

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

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

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

Title: Assistant General Manager **Phone:** (754) 221-7285 **Cell:** _____

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

Event Production Company (if other than applicant) Varies for 5k and Food & Wine, separate permits to follow

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?** \$ 5k and Food & Wine only, TBD

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: Electrical for Food & Wine only, separate permit to follow _____ License #: _____

Name of Electrician: _____ Phone: _____

Entertainment ☒ Yes _____ No _____

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

Fencing or Barricades ☒ Yes ☐ No

Include proposed fences in your Site Plan & Narrative

Fireworks & Flame Effects _____ Yes ☒ No

Name & Contact of Company conducting the show: _____

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

Food Vendors ☒ Yes ☐ No

Food Trucks _____ Yes ☒ No

Cooking Appliance Types (charcoal grills gas grills, deep fryers, etc.) For Food & Wine only, separate permit to follow

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?

F&W Only Yes _____ No

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

N/A Electric Grill(s) # _____ Gas Grill(s) # _____ Charcoal Grill(s) # _____ Smoker Grill(s) # _____

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

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

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

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

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

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

Food Truck and vendors that are participating at the event.

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

Music ☒ Yes _____ No

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

Amplified, acoustic, live, Emcee, and DJ

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

Speakers for DJ and amplifiers for violinists, saxophone players, etc

Stages ☒ Yes ☐ No Type (wood, metal, trailer stage, etc.) For Food & Wine only, separate permit to follow
Stages may require permits.

Days and times music will be played: Various, see attached documentation for event times

How close is the event to the nearest residence? 0.5

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)? 5k & Food & Wine Only, See site plans on attached documentation

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) 5k & Food & Wine Only, See site plans on attached documentation

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 Dania Pointe / CPM Contact Brittney Liberti Phone (754) 221-5239

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 Allied Universal Contact Corey Mason Phone (954) 405-0942

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? 10 x 10, QTY depends on event. Building permits to follow for Food & Wine.

Company Name Dania Pointe / CPM Contact Brittney Liberti Phone (754) 221-5239

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

Any events larger than 1,000 people must have a BSO EMS Detail.

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.

BSO EMS DETAIL REQUIREMENT

Any events larger than 1000 people must have a BSO EMS Detail

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

The cost for EMS Detail is as follows:

- EMS Detail Cart, Fire Rescue Lieutenant or Captain, and DE
- 4 Hour minimum \$75.00 per person per hour total of \$600 this includes the use of the EMS Cart or ambulance.
- Any event over 4 hours will be billed accordingly and will include ½ hour preparation time before event and ½ hour de-mobilization time after event.

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 (4 hour minimum). Personnel costs for apparatus and personnel are listed below: (4 hour minimum).

The cost of apparatus is as follows:

- Fire Watch - Engine/Fire Apparatus with 2-Person Crew (Fee Per Each Crew Member)
\$212.50 per hour with 4 hours minimum for total of \$1700.00
- Fire Watch - Engine/Fire Apparatus (per each additional Crew Member)
\$75.00 per hour with 4 hours minimum for total of \$300.00
- Incident Commander with Cart - Single Battalion Chief
\$75.00 per hour with 4 hours minimum for total of \$300.00

The City of Dania Beach requires application completion 14 days in advance for the detail services. 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.

Payment for Details can be made as follows:

Payment in person:

Broward County Sheriff's Office
Public Safety Building 2601 West Broward Blvd. Fort Lauderdale, FL 33312

Payment by mail:

Broward County Sheriff's Office
Attn: Special Revenue Unit P.O. Box 9507 Fort Lauderdale, FL 33312

Payment online:

You can now make payments online 24 hours per day, 7 days a week, 365 days per year.

Please visit:

<https://www.govpaynow.com/gps/user/plc/a0019h>

***FEES APPLY FOR ONLINE PAYMENTS**

Make all checks payable to Broward Sheriff's Office. Include Fire Tracking Number on the check (located at the top right corner of billing form).

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: dbspecialevents@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.

Create an account on RecDesk, <https://daniabeach.recdesk.com/Community/Home>, where an invoice will be sent electronically for the applicant to pay via credit card.

Emily Wirley as authorized agent
Event Coordinator Signature

11/13/24
Date



DANIA
POINTE

Welcome to the Sunny Side

Events & Entertainment Programming

January – December 2025



Objective

In 2025, Dania Pointe will continue expanding its vibrant mix of retailers, restaurants, and entertainment, remaining a destination dedicated to building meaningful connections with both visitors to Dania Beach and the local community, driving loyalty and advocacy.

Through an “always-on” approach to interactive and engaging experiences, Dania Pointe continues to be a place where people can connect, engage, and create lasting memories.



2025 Proposed Programming

Ongoing Programming: Utilize weekly and biweekly events to connect and engage with locals and visitors.

Wellness Wednesdays

Every Wednesday at 6PM and 7PM

- Free Yoga and Zumba on the Lawn

Live Music

Fridays & Saturdays 6-10PM

- Featuring solo guitarists, saxophone players, electric violinists, DJ's, and more on the Lawn

Family Sundays

Every Sunday 2-6PM

- DJ, entertainment, and games on the Lawn
- *Featured Event:* Dan Marino Foundation Autism Acceptance Family Sunday – April 6th

Night Market

2nd and 4th Friday of Every Month from 5-10PM

- Showcasing local small businesses and artisans on the Lawn



2025 Proposed Programming (cont'd)



Signature Programs: Establish Dania Pointe as the place for locals and tourists alike to experience unique, elevated and exclusive experiences.

Specialty Markets:

Fridays & Saturdays 5-10PM, Sundays 2-6PM

- International Women's Month Artisan Market 3/7 - 3/9
- Spring Artisan Market 4/11 - 4/13
- Mommy & Me Artisan Market 5/2 – 5/4
- Fall Artisan Market 10/24 – 10/26

Holiday Night Markets:

Fridays & Saturdays 5-10PM, Sundays 2-6PM

- Every Friday: 11/28– 12/19
- Saturday & Sunday Artisan Market: 11/29 -11/30 and 12/13 - 12/14

'Let it Snow' - Snowfall on the Lawn

Fridays & Saturdays 7PM & 8:30PM, Sundays 7PM

- Every weekend: 11/28 – 12/21

'The Snowman Experience' on the Lawn – Photo Opportunity

Saturdays & Sundays 3-8PM

- Every weekend: 11/29 – 12/21



Activation Zones

Pointe Blvd. Area

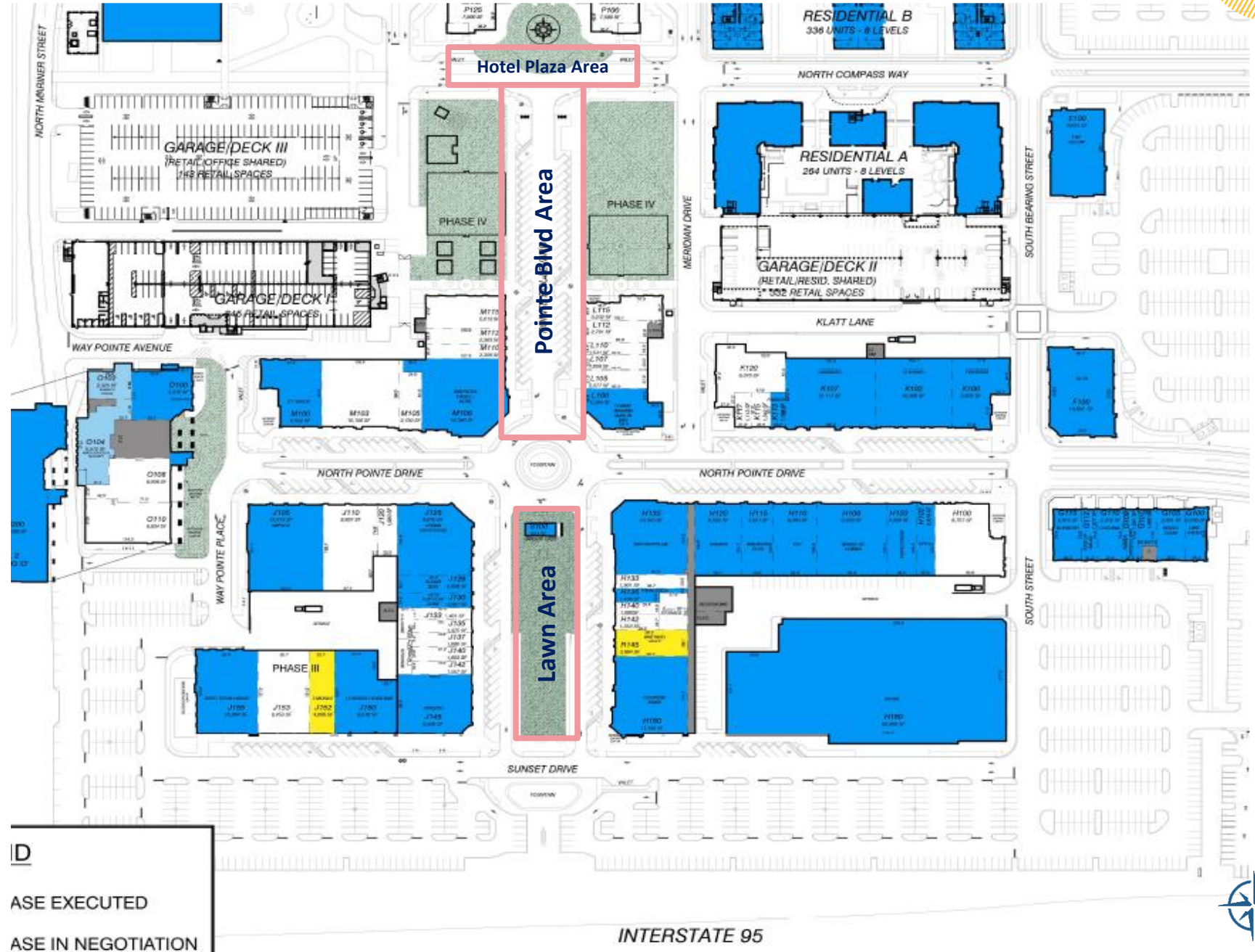
Signature Events (ex. Food & Wine Festival, 5K).

Hotel Plaza Area

Live music, Exclusive Photo Opportunities, Signature Events (ex. Food & Wine Festival, 5K).

Lawn Area

Live music, Wellness Wednesdays, Family Sundays, Night Market, Let it Snow, The Snowman Experience, and Signature Events.



Proposed Programming (cont'd)

Signature Events: Establish Dania Pointe as the place for locals and tourists alike to experience unique, elevated, and exclusive experiences.



Dania 5k Fun Run Under the Sun

Sunday, October 12th, 19th, or 26th

- Family-friendly 5k in partnership with the City of Dania Beach
- Course will take participants through Dania Pointe
- Percentage of ticket sales will be donated to local charity
- Activations on the Lawn before and after race



Course Map

- Blue line indicates course route, which begins and ends on the Lawn
- Road closures throughout the center from 4am until 9am the day of event
- Expected attendance: 500



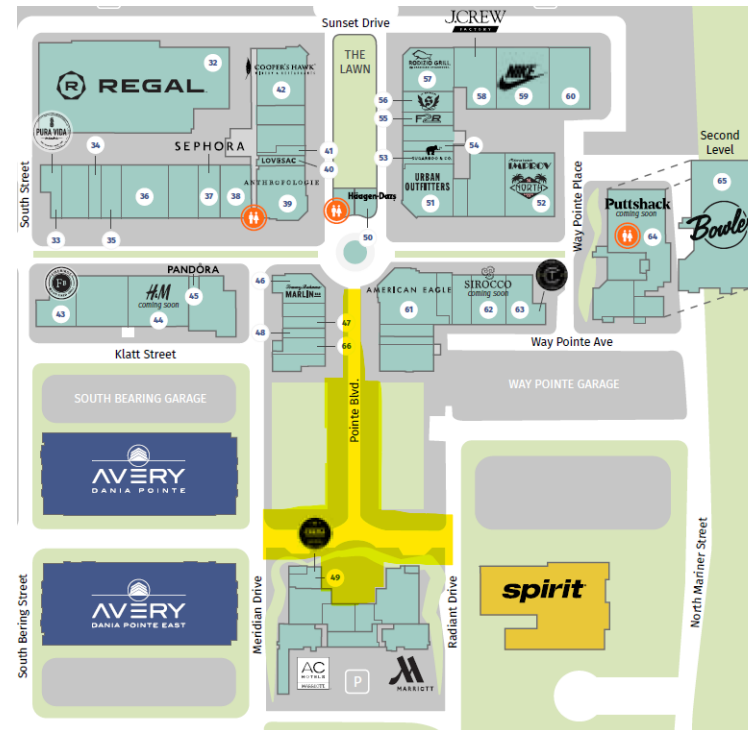
Proposed Programming (cont'd)

Signature Events: Establish Dania Pointe as the place for locals and tourists alike to experience unique, elevated, and exclusive experiences.



Dania Pointe Food & Wine Festival *Sunday, Nov. 9th or 16th*

- Specialty food, wine, cocktail sampling and chef demonstrations presented by Dania Pointe restaurants
- Wine, beer, and liquor tastings presented by sponsors
- Photo booths and activations to entertain guests



Site Plan

- Yellow highlight indicates event location
- Event to include tasting area, chef demonstrations, live entertainment, photo booth, and sponsors.
- Road closures on Pointe Blvd (hotel to fountain) beginning at 4am the day of event until 4am the next day.
- Expected attendance: 1,200

Example of 30-Day Event Schedule (December)



Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
27	28	29	30	01	02	03
				Holiday Market 5-11pm Solo musician 5-11pm Strolling Ent. 6-10pm Snowfall 7pm & 8:30pm	Musician 1-5pm Cultural Sat. 6 -10pm Strolling Ent. 6-10pm Snowman Experience 3-8pm Snowfall 7pm & 8:30pm	Family Sundays & Strolling Ent. 2pm - 6pm Snowman Experience 3pm-8pm Snowfall 7pm & 8:30pm
04	05	06	07	08	09	10
		Wellness Wednesdays Yoga 6pm Family Zumba 7pm	Menorah Lighting 6-8pm Hannukah Begins	Holiday Market 5-11pm Solo musician 5-11pm Strolling Ent. 6-10pm Snowfall 7pm & 8:30pm	Musician 12-4pm & 5-10pm Cultural Sat. 6 -10pm Holiday Market 5-10pm Strolling Ent. 6-10pm Snowman Experience 3-8pm Snowfall 7pm & 8:30pm	Family Sundays & Strolling Ent. 2pm - 6pm Holiday Market 2-7pm Snowman Experience 3pm-8pm Snowfall 7pm
11	12	13	14	15	16	17
		Wellness Wednesdays Yoga 6pm Zumba 7pm		Holiday Market 5-11pm Solo musician 5-11pm Strolling Ent. 6-10pm Snowfall 7pm & 8:30pm	Musician 1-5pm Cultural Sat. 6 -10pm Strolling Ent. 6-10pm Snowman Experience 3-8pm Snowfall 7pm & 8:30pm	Family Sundays & Strolling Ent. 2pm - 6pm Snowman Experience 3pm-8pm Snowfall 7pm
18	19	20	21	22	23	24
		Wellness Wednesdays Yoga 6pm Family Zumba 7pm		Holiday Market 5-11pm Solo musician 5-11pm Strolling Ent. 6-10pm Snowfall 7pm & 8:30pm	Musician 1-5pm Cultural Sat. 6 -10pm Strolling Ent. 6-10pm Snowman Experience 3-8pm Snowfall 7pm & 8:30pm	Holiday Hours: 11am - 6pm Family Sundays & Strolling Ent. 2pm - 6pm Snowman Experience 3pm-8pm Snowfall 7pm Christmas Eve
25	26	27	28	29	30	31
Hours at tenant discretion. Kimco Office Closed Christmas Day	Kwanzaa	Wellness Wednesdays Yoga 6pm Zumba 7pm		Solo musician & Strolling Entertainment 6pm -10pm	Solo Musician 1-5pm Cultural Saturdays 6pm - 10pm	Holiday Hours: 11am - 6pm Family Sundays & Strolling Ent. 2-6pm New Years Eve

Signature events (5K, Food & Wine festival, etc., will vary by season.)



Thank You!





Presented by
Mayor Joyce L. Davis

Magnetic Geodes by Rochonda

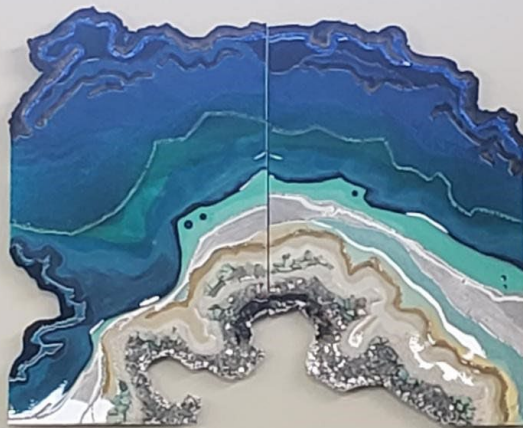
In Recognition of

Robert “Bo” Donly

Commissioner, City of Dania Beach
1974-1985, 1992

First Elected Official from the City of Dania Beach to Serve as
President of the Florida League of Cities
1981-1982

Mayor Joyce L. Davis
Vice Mayor Marco A. Salvino, Sr.
Commissioner Lori Lewellen, Commissioner Luis Rimoli, Commissioner A. J. Ryan IV
City of Dania Beach
December 2024



CASHIER



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: December 10, 2024

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

As you are aware, as a Credentialed Professional City Manager I attend the yearly ICMA Conference as well as other regional and local sessions. At the ICMA in Pittsburgh one particular class has impacted me and I will be working with our Chief Human Resources Director and her Team to bring the facilitator to our City as an investment for our Senior Team that will in turn benefit our entire organization and our community. I have included The Dignity Index/ Building Skills for Dignified Disagreements to share with you as we move forward into 2025 with our new Mayor, Vice Mayor and Commissioners. Once we have a date for this class/ training we would love to extend the invite to all of you as I know you all want to lead by example as well.

The 120th Birthday Celebration/Light up Dania Beach Dania After Dark (DAD) was the best event we have hosted in our City in a very long time! Chief Pellecer and I concur with our assessment that more than five thousand people participated and attended our event. The Deputy City Manager and I are exploring expanding our parking opportunities as we witnessed a packed garage and families walking west of the tracks post event to their vehicles. Kudos to the Parks and Recreation Team, particularly the special events division as well as our Marketing and our Public Services team who greatly contributed to the success of this event. Additionally, kudos and gratitude go out to our BSO Fire and Law Enforcement ensuring this event was safe, fun and enjoyable!

On Saturday, January 11th, the Dania After Dark (DAD) will be "The Taste of Dania Beach". This is a free event, however by popular demand a VIP ticket opportunity is available for \$50.00, plus tax.

The new and improved IT Parker Community Center is ready for rentals commencing January 2025! We are working on some small details to enhance the experience and quality of this premier waterfront facility. On Thursday, December 12th, we will host our employee appreciation and awards ceremony. We will extend an invitation to all of you in hopes that you can join us for what will be an

annual celebratory event.

On Thursday, December 5th, we will be doing a walkthrough with key members of the Administration of the Broward County Schools as we begin to assess the usable space at Olsen Middle to ensure we can align our needs with what they can offer our City. Per our last meeting with Dr. Wanza and her Team, Candido, Cassi and I, we will lead the way for the other 30 Cities to follow regarding a partnership project where thinking outside the box will become a win for our beloved Awesome Olsen and our City. We will keep you updated on the Olsen project as well as the possible Collins Elementary School collaboration.

On Tuesday, December 3rd, our Office Manager Chris reached out to Lyle Sumek to discuss the planning, and dates for February or March to revisit our 2021 adopted Strategic Master Plan and take the steps to update via a very interactive multi day retreat of sorts. We will keep you updated once we hear back.

My appointment with the Board of the Greater Ft. Lauderdale Alliance has given me the opportunity to be part of the strongest and most viable economic engine in Broward County. On Wednesday, January 8th, I will be part of the new members orientation program. I look forward to bringing forward opportunities to recruit new businesses to our City as well as what we can do to strengthen and improve existing businesses in Dania Beach.

We are nearing completion of the Nyberg Swanson Historic restoration project. We anticipate a mid-January completion and a February ribbon cutting/special celebration. The 2nd floor, according to our consultation with the fire marshal, can be used for storage due to the single means of egress. See below details for your information.

- **Completed items:**
 - Roof (awaiting reinstallation of siding on dormers – to begin tomorrow 12/4)
 - Lead paint and mold abatement
- Masonry restoration and cleaning
- **Substantially complete:**
 - Rough and finish carpentry
 - Plumbing
 - Electrical
 - Painting and staining interior & exterior finishes
 - Window restoration and weather striping
 - IT/communication
- To be completed in approximately three weeks
 - HVAC condensing units and pad installation
 - Crawl space cover
 - Wood floor refinishing
 - Landscape restoration
 - Front door installation

- **Project completion**

- Punch list expected to be complete by mid-January

This year our 120th has been a banner year with a vast number of accomplishments! This comes as result of an ongoing Team effort and immense dedication, a focus on our culture, the principles of RISE, and an unwavering support of our City Commission! There were challenges and losses in 2024 particularly the sudden passing of our Logan whom we will never forget! Logan Peirce's work ethic, enthusiasm and dedication will fuel us into 2025 and beyond! The best for Broward's 1st City is yet to come! I am honored to serve the great City of Dania Beach with our amazing Team and you, Mayor, Vice Mayor and Commissioners.

THE DIGNITY INDEX

Ease Divisions. Prevent Violence. Solve Problems.

8

"Each one of us is born with inherent worth, so we treat everyone with dignity—no matter what."

7

"We fully engage with the other side, discussing even values and interests we don't share, open to admitting mistakes or changing our minds."

6

"We always talk to the other side, searching for the values and interests we share."

5

"The other side has a right to be here and a right to be heard. It's their country too."

4

"We're better than those people. They don't really belong. They're not one of us."

3

"We're the good people and they're the bad people. It's us vs. them."

2

"Those people are evil. They're going to ruin our country if we let them. It's us or them."

1

"They're not even human. It's our moral duty to destroy them before they destroy us."

Building Skills for Dignified Disagreement

Honoring someone's dignity can be difficult, especially when situations get **heated**. Follow these steps when stress rises – and join the movement of Americans **easing divisions, preventing violence, and solving problems** by choosing dignity over contempt.



Be curious, not furious

When there is a disagreement, approach it with curiosity, using language that invites dialogue.



Regulate then debate

When you start to get upset, pause and take a breath before speaking.



Listen to hear, not to respond

Really listen to the other person and consider summarizing briefly what you heard.



Challenge ideas, don't attack people

Speak your truth but do it with dignity.



Acknowledge knowledge

When someone else makes a logical or interesting point, acknowledge their point.



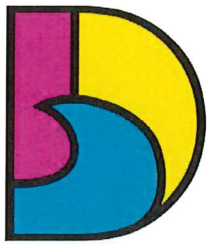
Build up rather than tear down

Advocate, explain, and build up your idea rather than just attacking others' ideas and/or dehumanizing people.

Take the Dignity Pledge:

As an American who knows and loves my country, I am convinced there is no America without democracy, no democracy without healthy debate, and no healthy debate without dignity; therefore, I pledge to do more to treat others with dignity, not contempt.

Learn more at dignityindex.us
or email us at dignityindex@unite.us



DANIA BEACH
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CITY OF DANIA BEACH COMMUNITY DEVELOPMENT DEPARTMENT MEMORANDUM

DATE: December 10, 2024

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 – October 2024 – Community Development Department

The following is a summary of Community Development Department activity during the month of October 2024.

Community Development Special Projects:

Future Land Use Amendment – RAC: Upon approval and recertification at the County, Community Development, working in cooperation with the City Attorney's Office, mailed letters on October 15, 2024, to all property owners within the Regional Activity Center informing them of the approval and corresponding City Commission action eliminating the incentives.

Safe Streets 4 Broward – Community Development staff along with Public Services is working with the Broward Metropolitan Planning Organization (MPO) on street improvement/traffic calming for Stirling Road, East of Interstate 95. A public meeting was conducted by Urban Health Partnerships, Inc., who is working with Broward MPO. A second community meeting will be scheduled to discuss the proposed plan.

Building Division:

The Building Department reviewed and issued 253 building permits and conducted 1,480 inspections. The Department issued 13 Certificates of Occupancy (11 residential and 2 commercial, Sirocco at Dania Pointe and 1588 Griffin Road Seabulk) for the month of October 2024.

Planning and Zoning Division:

SP-041-24 V.E.D Group Site Plan: This site plan request for 7 units in the RAC, to assemble two lots and develop seven (7), two story townhomes with parking and amenities. This project is currently being reviewed by DRC.

SP-042-24/RZ-045-24 501 Dania Beach Site Plan and rezone request: This submittal is for 49 units in the RAC to assemble three lots and rezone them from Neighborhood Mixed-Use (NBHD-MU) to City

Center (CC) and site plan to develop a multifamily building with 49 units, three (3) stories, and parking. This project is currently being reviewed by DRC.

SP-043-24 /TX-044-24 Braha Dania Site Plan & text amendment request: This submittal is for 214 units in the RAC to request amendment to the height regulations for East Dania Beach Blvd Mixed Use (EDBB-MU) district from 4 to 7 stories to develop a mixed-use containing retail and hotel with 196 keys, a condo/apart-hotel with 196 keys, and 18 townhomes. This project is currently being reviewed by DRC.

SP-046-24/ RZ-047-24/TX-048-24 Stanmore at DB Site Plan Text Amendment and rezone request: This submittal is for 350 units in the RAC to rezone them from Gateway Mixed-Use (GTWY-MU) to Gateway Mixed-Use II (GTWY-MU II) district from 7 to 8 stories to develop a multifamily building with 350 units, eight (8) stories, and parking. This text amendment request is to create a new zoning district within the RAC titled Gateway Mixed-Use II (GTWY-MU II) that proposes eight stories height and 85 DU/AC instead of 7 stories height and 50 DU/AC. This project is currently being reviewed by DRC.

SP-049-24/RZ-050-24 Apts. at 700 EDBB Site Plan and rezone request: This submittal is for 294 units in the RAC to rezone them from Gateway Mixed-Use (GTWY-MU) to Gateway Mixed-Use II (GTWY-MU II) district from 7 to 8 stories to develop a multifamily building with 294 units, eight (8) stories, and parking. This project is currently being reviewed by DRC.

Miscellaneous Zoning Activities:

The Zoning Division processed 41 new Certificates of Use applications for new businesses in the City for the month of October.

The Zoning Division processed, inspected, and approved nine (9) new Vacation Rental Certificates and issued thirteen (13) renewals of existing operating Vacation Rentals for the month of October.

Code Compliance Division:

The Code Compliance team diligently oversees the Downtown city center, concentrating on addressing issues such as graffiti removal, illegal signage and the upkeep of dumpster enclosures to maintain the area's aesthetic appeal and ensure community standards are upheld.

This month, a total of 84 complaints were submitted through the City's Ask Dania Beach App and promptly inspected by our code enforcement staff.

The Code Compliance staff collaborate with Public Services to tackle bulk trash and nuisance issues throughout the city. This month, a total of 47 bulk notices were issued.

Code Enforcement is actively monitoring political signage throughout the city in the lead-up to the November election.

This month, our Code Enforcement team has initiated inspections along the waterway. In collaboration with Public Services, we are citing properties based on our findings. Our primary focus includes aesthetics, such as: green pools, severe overgrowth, unauthorized work without permits, and vessel violations.

In October, the Code Enforcement department received eight complaints regarding noise violations. Please see below for detailed information.

Manager's Monthly Report – October 2024

Date of Complaint	Address	Description (type) Noise	Code Officer Assigned	Resolution
10/1/2024	5300 SW 22 Ave	Loud Music – BSO Police Report	Windy Damis	Irreparable Violation. Taken to 11/14/24 Special Magistrate -\$500 fine assessed.
10/6/2024	4101 SW 52 Ct	Loud Music - BSO Police Report	Ricky Ali	Irreparable Violation. Taken to 11/14/24 Special Magistrate -\$500 fine assessed.
10/11/2024	2411 SW 58 Mnr	Loud Music – BSO Report	Not Assigned	BSO responded and no noise was detected. No further action.
10/13/2024	407 SE 6 St	Loud Music – BSO Report	Not Assigned	BSO responded and no noise was detected. No further action
10/15/2024	2774 E Marina Dr	Loud Music – BSO Report	Windy Damis	Irreparable Violation. Taken to 11/14/24 Special Magistrate -\$500 fine assessed.
10/21/2024	3181 SW 44 St	Loud Music – BSO Report (Airbnb)	Michelle Shahryar	BSO responded and no noise was detected. No further action
10/30/2024	401 SE 3 St	Starting construction work at 7:15am. Loud noises heard.	Christina Caserta & weekend staff	No violation observed. Will continue to monitor.
10/31/2024	217 SE 3 Ter	Loud Music – BSO Report	Christina Caserta	Irreparable Violation – Scheduled for January 9, 2025 hearing.

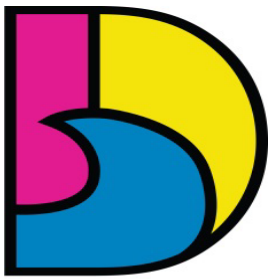
In October, the Code Enforcement department received three complaints regarding vacation rental properties. Please see below for detailed information.

Date of Complaint	Address	Description of violation	Code Officer Assigned	Resolution
10/15/2024	402 SE 5 St	Short term rental not properly handling their	Christina Caserta	Unfounded

		sanitation containers from the right of way		
10/16/2024	235 SE 6 St	Renting out vacation rental without BTR	Christina Caserta	Property already cited for violation on 9/4/2024. Went to Special Magistrate on 10/29/24 and fines of \$700 were assessed.
10/21/2024	3181 SW 44 St	Renting w/o vacation rental certificate – BSO Report	Michelle Shahryar	Irreparable – Set for January 9, 2025 hearing.

Beach Ranger and Parking Division:

- Beach Rangers patrol downtown City Center and all active construction sites for any parking and noise violations.
- Staff reported three violations at the beach in the Ask Dania Beach App including safety issues, and aesthetics.
- 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. 923 violations were observed and addressed.
- Beach Rangers are monitoring the marina for any unauthorized activity and any maintenance concerns.
- One full-time Beach Ranger was hired in October. She has been trained and is working the evening shift.
- Beach Rangers continue to work with BSO Homeless Outreach to address homeless issues at the beach.



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CITY OF DANIA BEACH HUMAN RESOURCES DEPARTMENT

MEMORANDUM

DATE: December 2, 2024

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 the last month's Human Resources and Risk Management activities.

Posted (4)

- Risk Manager
- Coordinator II, Permitting (Internal)
- Beach Lifeguard (PT)
- Park Ranger (PT)

Interview/Offer Process (5)

- Technician, Utility Customer Service
- Officer, Code Compliance
- Service Worker II
- Equipment Operator I- BEACH
- Beach Lifeguard (OC)

Background Process (4)

- 2 Beach Lifeguard (PT)
- Beach Lifeguard (OC)
- Service Worker II

Recent Hires/Status Changes (12)

- Technician, IT Systems
- Mechanic II
- Cemetery Assistant
- Project Manager
- Coordinator I, Recreation
- Ops Manager, Utility Billing and Customer Service
- Accountant
- 2 Equipment Operator I - (BEAM)
- Beach Lifeguard (FT)
- Project Manager
- Recreation Program Manager

Over the past few weeks, the recruitment team has worked diligently to close all recently posted positions and successfully onboarded more than 10 new team members. We continue to leverage a variety of recruitment channels to attract the best-qualified candidates, ensuring they met our hiring criteria and would be a strong fit for our RISE culture.

Training and Development

On Thursday, November 7, we hosted our second annual focus group as part of our ongoing commitment to fostering a positive workplace culture and staying responsive to team feedback. Our team members consistently provide valuable insights and suggestions, which are shared with the management team and lead to actionable improvements. The focus group was attended by 20 team members.

On Tuesday, November 12, we held our first Health and Safety Session for FY 2024-2025, titled "Self-Care/Invest in Yourself." The session emphasized the importance of self-care and its role in enhancing overall well-being. A total of 17 team members participated in the training.

Team Member Events

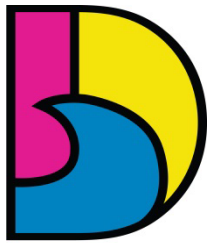
Feedback from our team members continues to support the importance of giving our team members an avenue for business and social interactions with their peers. Our second annual Halloween Costume Get Together at City Hall, which was thoroughly enjoyed by all in attendance, and we are planning for our First Rising Stars event later this month.

Risk Management, Wellness and Safety

On November 19, we conducted our first Safety Committee Meeting for this fiscal year. We received several nominations from the committee and for the first time gave awards to seven of the nominees. Our goal is to recognize those who has and continue to contribute to the City's safety initiatives.

Compensation and Benefits

Our Compensation and Benefits Specialist attended the annual meeting alongside representatives from other municipalities to discuss the jobs to be included in the annual PEPiE survey. This survey gathers data from participating municipalities each year, which is crucial for reviewing and analyzing our job structures and salary ranges within the public sector. We are currently in the process of preparing the annual Total Rewards Statements. Additionally, we are in negotiations with JDXpert regarding an agreement to use their job description software tool, which will greatly assist us in managing and streamlining job descriptions.



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CITY OF DANIA BEACH PARKS AND RECREATION DEPARTMENT

MEMORANDUM

DATE: December 3, 2024

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

FROM: Cassi Warren, CPRP, Parks & Recreation Director

SUBJECT: Parks and Recreation Updates

Parks and Recreation Department Updates

Project updates:

- CW Thomas Park – Construction is going as planned. The building shell continues to go up and they are preparing for the installation of the large beams for next month. Site drainage is underway throughout the entire site.
- IT Parker – The ribbon cutting took place on Monday, November 25th. Vercetti is doing final touch ups and closing out inspections.
- Mullikin Park –Bejar Construction, Inc. submitted the signed NTP for November 25, 2024. The contractor has received approval for early start of demo and began demolition the week of December 2nd.
- Olsen Middle School – The agreement with Walters Zackria for the design of the project is going before City Commission for approval on December 10th.
- Chester Byrd Park – Staff working with procurement to put out the RFQ for the design services of the project.
- PJ Meli Park – Staff has worked with Bermello Ajamil and negotiated and agreed to the design services fee. As the project will exceed \$1 million staff will be bringing the first ordinance reading before City Commission on January 14th with the second reading and agreement being brought before City Commission January 28th.

The team held the Dania After Dark – Light Up the Night event on November 16th. With over 5,000 attendees, the event was a jam-packed night of excitement celebrating the City's 120th birthday and the holiday season.

Staff also assisted with the Tamara James Turkey Giveaway that is held each year at CW Thomas Park. The team, including Parks and Recreation, Public Services and BSO helped give away 800 turkeys.

Ocean Rescue held their "Total Requal" bi-annual physical requalification test consisting of a 500-meter swim, 100-meter run, 200-meter swim, 100-meter swim, finishing with a 1,000-meter paddle in under 30 minutes.

All Ocean Rescue lifeguards are in the process of receiving their ARC Lifeguard/CPR instructor certifications. We expect all lifeguards to have their instructor certifications next month.



Staff continues to work with the City of Hollywood to help enforce the launching of paragliders from the beach.

Ocean Rescue Report:

- Rescues – 0
- Medical – 1
- Law Enforcement Calls – 3
- Missing Persons – 0
- Wildlife or Domestic Rescues – 1

Athletic Programs (ongoing/upcoming):

- Tarpons Soccer at Frost Park
- Lil Sluggers Baseball at PJ Meli Park
- Basketball at Frost Park
- Adult Kickball at PJ Meli Park

Frost Park will be holding their second sold out flea market on Saturday, December 7th.

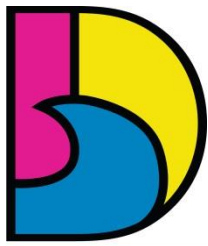
The Social Seniors program at PJ Meli Park continues to thrive with increased attendance. The program consists of game playing, creative writing, crafting, field trips, physical movement, puzzle playing and more. Below is a picture of the breast cancer awareness luncheon held:



Ongoing programs:

- Rising Stars at CW Thomas Park, Frost Park and PJ Meli Park
- FitFusion at CW Thomas Park
- Hip Hop and Contemporary Dance at CW Thomas Park
- Tint Tots at CW Thomas Park
- Gracefully Aging at CW Thomas Park
- Grooving Gourmets at CW Thomas Park
- YAC at PJ Meli Aquatic Complex
- Tot Time at PJ Meli Park
- Karate at PJ Meli Park
- Swim Team at PJ Meli Park
- Waterpolo at PJ Meli Park
- Social Seniors at PJ Meli Park
- 1Up Gaming at PJ Meli Park
- Kreation Station at Frost Park

Staff continues to evaluate the current and new programs to ensure we are offering the best programs for our community for all ages. Be on the lookout for new programming rolling out in the next couple of months.



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CITY OF DANIA BEACH PUBLIC SERVICES DEPARTMENT

MEMORANDUM

DATE: December 10, 2024
TO: Ana M. Garcia, ICMA-CM, City Manager
VIA: Candido Sosa-Cruz, ICMA-CM, Deputy City Manager
FROM: Fernando J. Rodriguez, Public Services Director
RE: **PUBLIC SERVICES DEPARTMENT ACTIVITIES – November 11 to December 9, 2024**

Provided below is a summary of the main PSD project activities for roughly the past four weeks:

SW 34th Court Drainage Project – The bids for this project were advertised in October. The project will significantly mitigate the flooding that frequently plagues this roadway just south of Griffin Road. The pre-bid meeting was held on November 26th, and bids will be opened on December 18th. Work is expected to begin in early January 2025.

Ocean Park Restrooms – These new, fully updated restrooms on the north end of the park will replace the restrooms adjacent to the sand. The former restroom facility will be converted to much-needed and larger storage space for the beach maintenance operation. The permit process is complex, involving an environmental component. It will likely be granted in late 2025, with the bidding and start of construction expected in the first quarter of 2026. Design is 30 percent complete and awaiting FDEP review.

Stormwater Master Plan (SWMP) – The consultant (Chen Moore and Associates) is nearing the completion of data collection and analysis, as well as computer modeling. The model, in conjunction with PSD input, has identified 10 areas of vulnerability. These areas, along with proposed solutions, will be presented and the last public workshop will be held in January 2025. The SWMP is expected to be substantially complete in February.

SW 52nd Street Drainage Project – This project is under way, and will entail drainage pipes, inlets, and swale regrading. The project's substantial completion is expected in the early part of 2025. This project will complement the successfully completed SW 43rd Terrace drainage project (spring 2024). The project 90% complete. A meeting with Broward County will be held in the coming month for its crew to complete water lateral lines relocations.

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



Date: October 21, 2024

path which will include new lighting. The contractor and permit division met in early December to satisfy the permit comments. A modification to the scope for the light fixture installation will be required. Construction to take roughly 60 days.

Nyberg Swanson House Refurbishing Project – Many of the main tasks have been completed or are substantially complete, including the masonry restoration and cleaning, lead paint and mold abatement, and plumbing. The refurbishing is expected to be substantially complete in mid-January.

SE Drainage Project – The project's Phase I construction is proceeding according to schedule. The design for Phase II will be completed in January with the aim of bidding out the work in early spring and beginning construction on this final phase in early June.

GRANTS

FEMA – 2023 Staffing for Adequate Fire and Emergency Response (SAFER) Grant – FEMA is announcing awards incrementally. As of October 11, no decision has been made on the City's SAFER application, and PSD is following up periodically to seek updates.

FDOT- Highway Beautification Grant – In September, PSD submitted two Highway Beautification Grant applications to help fund the Corridor Landscaping Improvements on East Dania Beach Blvd. The grant program allows for multiple applications, so the City's divided its application into two phases, increasing the city's total grant allocation to \$212,000. Award notification is expected in the coming three to four weeks.



CITY OF DANIA BEACH

MARKETING AND COMMUNICATIONS

DIVISION MEMORANDUM

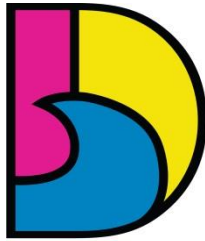
DATE: December 3, 2024
TO: Ana M. Garcia, ICMA-CM, City Manager
VIA: Candido Sosa-Cruz, ICMA-CM, Deputy City Manager
FROM: Nannette Rodriguez, Director of Marketing and Communications
SUBJECT: Marketing and Communications Division Report

The City's website, social media, and digital signs/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 digital communications and engagement by implementing best practices. Below are the latest social media, website, and visual communications including special event activities from mid-October to November 2024:

- **Post-Production & Video Content:** Reviewed post-production videos with Full Moon Creative for events such as the State of the City, 120th Anniversary Beer, Oktoberfest, and Light Up the Night. Developed creative materials and timeline for the Light Up Drone Show, focusing on storyline and relevance.
- **Event & Campaign Materials:** Produced marketing materials for Oktoberfest, Light Up the Night, and Taste of Dania Beach, including flyers, advertisements, social media content, and event signage.
- **Media Relations:** Secured live broadcast opportunity with NBC6's Today in South Florida for Light Up the Night.
- **Internal Communications:** Produced promotional materials for internal events, including the Halloween celebration, holiday and awards celebration, and Take Dogs to Work Day. Created the employee 2025 calendar and holiday/birthday cards for HR. Designed and updated employee benefits marketing materials and created a press ad to attract applicants for Dania Beach positions.
- **Website & News Updates:** Updated website content and navigation, including sections like "Pay Bills," 2024 elections, transportation, and building safety inspection program. Created and promoted a news page for the Mosaic project with the Community Development Department.
- **Parks & Recreation Marketing:** Designed materials and graphics for multiple Parks and Recreation programs, including Winter Break Camps, Teen Winter Break Camps, Social Seniors, NBA Experience, Fall Festival, and the reopening of I.T. Parker Community Center. Managed social media posts and engagement to promote these programs.
- **Consultation & Coordination:** Coordinated with consultants for the Stormwater Master Plan Workshop and Safe Streets Workshop. Edited the onboarding presentation for elected officials. Produced professional headshots for Community Redevelopment Agency (CRA) team members.

Analytics –

- Email campaigns: New Subscribers: 421; Total Subscribers: 6,838
 - eNews November: 62% open rate and 4% click through
 - Light Up event eblast: 44% open rate and 1% click through
- Facebook: Reach, 136,941; Profile impressions, 199,605; New followers, 159; Followers, 10,343; Post engagement rate, 10.1%
- Instagram: Profile impressions, 48,591; Reach, 44,568; Page visits, 2.2K; New Followers, 806; Followers, 8,823; Post engagement rate, 5.19%
- X: Followers, 2,891; Post impressions, 2,003; Post engagement rate, 3.6%
- YouTube: Channel views, 2,563; Subscribers, 563
- LinkedIn: Followers, 1,290; New Followers, 40; Page views, 366
- Everbridge: Community Subscribers: 5,428; Alert Dania Beach Subscribers: 232; Dania Events: 60



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

MEMORANDUM

DATE: December 2nd, 2024

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 – October – November, 2024

Below are the monthly crime reports for part 1 crimes from 10/12/2024 to 11/28/2024:

 BROWARD SHERIFF'S OFFICE CITY OF DANIA BEACH MONTHLY CRIME REPORT 10/12/2024 - 11/28/2024												
Charge	201	202	203	204	205	206	207	208	211	240	Grand	Total
AGGRAVATED ASSAULT				1		2					3	
AGGRAVATED BATTERY		2		1	1						4	
AUTO THEFT	3	2	3	2	2		1	3		1	17	
AUTO THEFT - MOTORCYCLE	1			1							2	
BURGLARY BUILDING/STRUCTURE	1		1								2	
BURGLARY CONVEYANCE	2	3	2	3	3	7	2	4	1	3	30	
BURGLARY RESIDENCE		2	2	2		1					7	
ROBBERY	1	3			2	1	1				8	
ROBBERY BY SUDDEN SNATCHING		1									1	
ROBBERY-CARJACKING				1							1	
SEXUAL BATTERY							2				2	
THEFT - ALL OTHER	1	8	1	3	2	4	1	2		1	23	
THEFT - BICYCLE			2		1					1	4	
THEFT - MOTOR VEHICLE PARTS		1			3	2	2	1		1	10	
THEFT - RETAIL / SHOPLIFTING		2	3		4	2				15	26	
THEFT FROM BUILDING								2			2	
Grand Total	9	24	14	14	18	19	9	12	1	22	142	

Monthly Crime Report

142 Incidents

- ♦ All Other Values (2)

A AGGRAVATED ASSAULT (3)

B AGGRAVATED BATTERY (4)

A AUTO THEFT (17)

M AUTO THEFT - MOTORCYCLE (2)

C BURGLARY CONVEYANCE (30)

R BURGLARY RESIDENCE (7)

R ROBBERY (8)

○ ROBBERY-CARJACKING (1)

S ROBBERY BY SUDDEN SNATCHING (1)

B SEXUAL BATTERY (2)

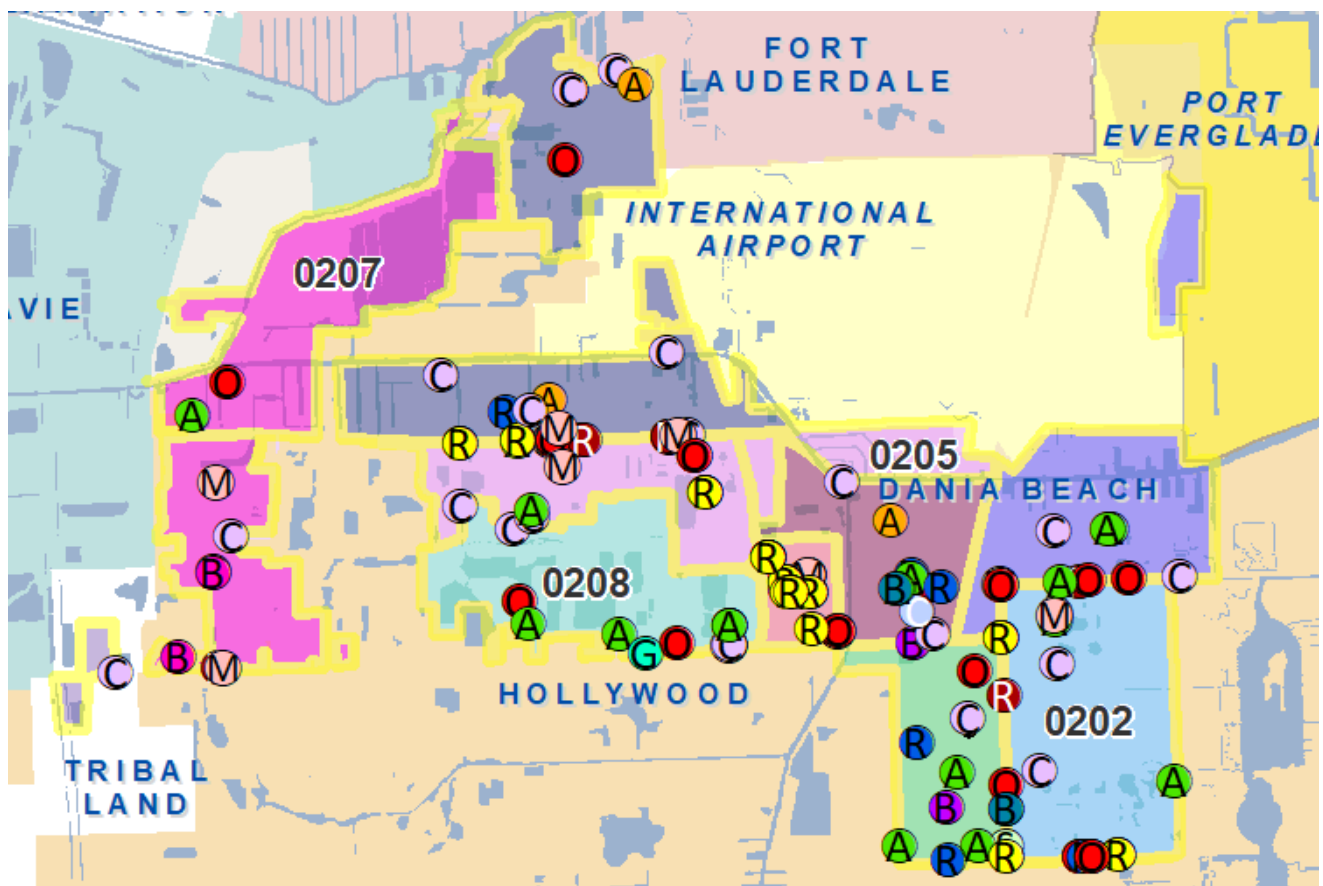
R THEFT - ALL OTHER (23)

B THEFT - BICYCLE (4)

M THEFT - MOTOR VEHICLE PARTS (10)

R THEFT - RETAIL / SHOPLIFTING (26)

G THEFT FROM BUILDING (2)



Notable Increases/Decreases

When compared to the previous report:

- Overall, part 1 crimes **decreased** by 8%.
- Auto thefts **increased by 35%**, increasing from about 2 incidents per week to nearly 3. This is a county wide trend not just a Dania Beach issue.
- Burglary incidents decreased from about 7 incidents per week to 5, **decreasing by 17%**.
- Overall, thefts **decreased about 12%**.
- Theft of motor vehicle parts **increased by 13%**.
- Retail thefts and shoplifting **decreased about 33%**.

Total Arrests

10/12/2024 – 11/28/2024
157

- 119 arrests made by Road Patrol
- 11 arrests made by the Crime Suppression Team
- 27 arrests made by Criminal Investigations

Notable Arrests/Initiatives

- The CFO of the Casino @ Dania Beach was arrested and charged with money laundering, scheming to defraud, and embezzling close to \$1,000,000 from the business.
- A suspect was arrested for burglarizing a vehicle and causing over \$1500 in damage. Our criminal investigations detectives handled this investigation and the subsequent arrest.
- A customer dropped off his tractor trailer for repairs (costing around \$10,000), the customer then picked up the tractor trailer without paying for the repairs. The suspect was charged accordingly.
- The suspect rented a Toyota forklift, then disabled the GPS device and failed to return the vehicle. The suspect was identified by our criminal investigations detectives and charged accordingly.
- A vehicle was stolen out of Dania Beach, then recovered in Weston. The suspect was successfully identified and arrested.
- Multiple arrests were made relating to suspects stealing equipment from Bass Pro Shops.
- An employee was charged with theft and embezzlement after she misappropriated customer payments from the business account to her personal account.

- The victim's vehicle title was stolen from her mailbox by her next-door neighbor. The neighbor then sold the vehicle without the victim's knowledge. The neighbor was arrested and charged.
- The owner of a tax and investment business was arrested and charged with over 40 counts of fraud and theft. For several years, the suspect was stealing his client's identities and using them to open various credit card and loan accounts. Over 20 victims were located across Florida.
- 15 arrests were made in Dania Pointe relating to retail theft and shoplifting. The victimized businesses included the Nike Store, Sephora, Ulta, and Hobby Lobby. Our CST team and criminal investigations detectives worked to apprehend these suspects.

Proactive Enforcement

In response to numerous complaints of drug usage and prostitution along federal highway, detectives have made several narcotics arrests and prostitution arrests in the target location area. Additional search warrants and arrest warrants are underway.

Detectives also assisted Coral Springs PD with arresting two theft suspects and Dania Beach CI with the execution of a search and arrest warrant.

Additionally, numerous traffic stops were conducted by the detectives, resulting in the confiscation of oxycodone, hydrocodone, and cocaine. Numerous suspects were arrested and charged.

Throughout the past month, a total of 11 arrests were made by CST detectives.

Motors/Commercial Vehicle Enforcement

- A resident off W Marina Dr complained about speeding, particularly in the morning hours. Additional enforcement has been focused in this area, but no violations were noted. Deputies attempted to contact the resident but were unsuccessful.
- An additional deputy has been added to the Dania Beach Motors Unit, allowing for better coverage of school zones and areas with frequent traffic complaints.
- Area checks were conducted along I95 and Griffin Rd due to an anonymous complaint. Several violations were observed, and drivers cited accordingly.
- School zones near SE 5th Ave and Dania Beach Blvd continue to be regularly monitored for speeding violations.
- Between the Dania Beach Motors Unit and road patrol deputies, 254 warnings and citations were issued during the last seven weeks.
- Speed trailers are currently deployed along Lakeshore Dr/W Marina Dr and 400 N Federal Hwy
- LPR trailers and message boards remain deployed throughout the city.

Homeless Outreach Team

- Deputies are working to secure funding from the Multi-Agency Homeless Taskforce (MAHT) to assist a homeless individual with obtaining their Certificate of Naturalization. Once this is obtained, the person can receive benefits to assist with housing.
- A mother of three was evicted from her home, resulting in her family sleeping in their car. Deputies are assisting them with finding housing and reuniting them with other potential family members.
- A complaint was received for homeless activity along 4200 SW 54th Ct. The owner of the property was contacted and signed a trespass affidavit. One person was located inside the structure and ordered to leave.
- A know homeless Dania resident was arrested due to the increase in nuisance activity she was causing. Outreach deputies contacted the jail, to ensure she was transferred to the mental health unit so she can receive help. Her criminal case was also transferred to the mental health courts.
- Ongoing patrols continue along SW 4 Ave, along the FEC railroad tracks, all city parks, and City Hall. No new encampments have been discovered.

Neighborhood Support Team (NST)

Follow-Up/Directives/Initiatives

Halloween Fall Festival/National Night Out – October 25, 2024 – BSO held our Annual National Night Out in conjunction with the City of Dania Beach Annual Fall Festival. SWAT, Marine Unit, Recruitment, and BSO Fire Rescue were all in attendance. In addition, attendees enjoyed the DUNK – A – DEPUTY station. Attendees got the chance to throw the ball and dunk a deputy in the tank.

National DEA Drug Take Back Day – October 26, 2024 – BSO NST Unit participated in the National DEA Drug Take Back Day to collect unused/unwanted medications. The event was held at Walmart and over the course of (4) hours, Deputy Session and Deputy Hoff collected approximately 12 pounds of medication. The medication was taken to the DEA warehouse for safe disposal/destruction.

Rise Up Summit – November 16, 2024 – BSO NST Unit participated in the 4th Annual Rise Up Summit, held at Dr. Von D. Mizell Eula-Johnson State Park. This event was held in celebration of

International Men's Day and focused on empowering boys, men, fathers, families, and communities.

BSO Sharing with Others – November 23, 2024 – BSO NST participated in the distribution of over 800 turkeys to families in Central/South Broward County, to include families from Dania Beach (selected by the School Resource Deputies at Collins Elementary, Dania Beach Elementary, & Olsen Middle School). Each family received a turkey and box of food for the upcoming Holiday.

Tamara James Foundation – Annual Turkey Giveaway- November 26, 2024 – BSO Dania Beach assisted with the distribution of 800 turkeys & food to the residents of Dania Beach.

Meetings Zoom/In Person

- **October 16, 2024** – Dania Beach Woman's Club Meeting – 12:00pm
- **October 17, 2024** – C.O.P. Monthly Meeting – 5:00pm
- **October 17, 2024** – College Gardens H.O.A. Meeting – 6:00pm
- **October 18, 2024** – Autism Coalition Meeting – 3:30pm
- **October 22, 2024** – Chamber Breast Cancer Awareness Luncheon– 11:30am
- **October 24, 2024** – Dania Beach Casino Table Top Meeting – 11:00am
- **October 30, 2024** – South Florida Crime Prevention Meeting – 10:30am
- **November 7, 2024** – Elder Abuse Task Force Meeting – 12:00pm
- **November 12, 2024** – Estates of Ft Lauderdale Women's Club – 11:00am
- **November 13, 2024** – Dania Beach Chamber Meeting – 11:30am
- **November 14, 2024** – Gracefully Aging Meeting – 10:00am
- **November 14, 2024** – C.O.P. Monthly Meeting – 5:00pm
- **November 14, 2024** – Villas at Harbor Isles HOA Meeting – 6:30pm
- **November 19, 2024** – Dania Beach Safety Committee Meeting – 10:00am
- **November 20, 2024** – Estates of Ft Lauderdale H.O.A. Meeting – 7:00pm



BROWARD SHERIFF'S OFFICE
CITY OF DANIA BEACH
CALLS FOR SERVICE – 240 ZONE
10/12/2024 – 11/28/2024

THERE WERE A TOTAL OF **462** CALLS FOR SERVICE FOR 240 ZONE WITHIN THE LAST SEVEN WEEKS.

Calls for Service - 240 Zone		Total
01-DRUNK DRIVER		1
03-HIT & RUN		2
04-ACCIDENT-MINOR		21
04I-ACCIDENT WITH INJURIES		2
08R-MISSING PERSON (RECOVERED)		2
09-STOLEN TAG		1
10-50 TRAFFIC STOP		9
10R-STOLEN VEHICLE RECOVERED		1
10-STOLEN VEHICLE		1
12-RECKLESS DRIVER		6
13I-SUSPICIOUS INCIDENT/PACKAGE		23
13P-SUSPICIOUS PERSON		5
13V-SUSPICIOUS VEHICLE		2
14-INFORMATION		18
18-FELONY WARRANT		2
19-MISDEMEANOR WARRANT		1
20-MENTALLY ILL PERSON		2
21V-BREAKING & ENTERING (BURGLARY) VEHICLE/VESSEL		4
22-DISTURBANCE/NUISANCE		16
22N-DISTURBANCE-NOISE COMPLAINT		4
25CF-COMMERCIAL STRUCTURE FIRE		1

25EV-ELEVATOR RESCUE	4
30A-LARCENY ATTEMPT	2
30-LARCENY	21
31-ASSAULT	3
33-SHOOTING	1
36-FIGHT	1
37-DISTURBANCE JUVENILE	4
38-DOMESTIC DISTURBANCE	2
38V-DOMESTIC DISTURBANCE VERBAL	1
40-VANDALISM/MALICIOUS MISCHIEF	4
41AR-ROBBERY-ARMED	1
49A-AUDIBLE/INTRUSION ALARM	22
49H-HOLD-UP ALARM	1
49S-SILENT ALARM	2
51-TRESPASSING	5
64-LARCENY-AUTO PARTS	1
65-SHOPLIFTER	1
66-CIVIL MATTER/CUSTODY ISSUE	13
67FI-MEDICAL-FALL INJURY	1
67HP-MEDICAL-HEART PROBLEMS	1
67PO-MEDICAL-UNCONSCIOUS/FAINTING	2
67SZ-MEDICAL-SEIZURE	1
68-POLICE SERVICE CALL	171
69-ANIMAL SERVICE CALL	1
72-LOST/FOUND PROPERTY	5
73-TRAFFIC/PARKING COMPLAINT	2
74-RECALL	7
76-AOA (ASSIST OTHER AGENCY)	20
85-POSSIBLE WANTED PERSON/VEHICLE	1
911 HANG UP/DROP OFF	34
COMMERCIAL STRUCTURE FIRE ALARM	3
Grand Total	462

THERE WERE A TOTAL OF **22** PART 1 CRIMES FOR 240 ZONE WITHIN THE LAST SEVEN WEEKS.

Part 1 Crimes - 240 Zone		Total
AUTO THEFT		1
BURGLARY CONVEYANCE		3
THEFT - ALL OTHER		1
THEFT - BICYCLE		1
THEFT - MOTOR VEHICLE PARTS		1
THEFT - RETAIL / SHOPLIFTING		15
Grand Total		22

THERE WERE A TOTAL OF **58** NOISE COMPLAINTS FOR ALL ZONES WITHIN THE LAST SEVEN WEEKS.

Date	Address	Zone
11/24/2024 10:40:24 PM	1025 SE 2ND AV	0202
11/6/2024 10:36:48 PM	1155 SE 7TH AV	0202
11/9/2024 10:33:54 PM	1155 SE 7TH AV	0202
10/15/2024 11:54:27 PM	120 N COMPASS WAY	0240
10/24/2024 12:10:05 AM	120 N COMPASS WAY	0240
11/20/2024 2:36:05 AM	120 N COMPASS WAY	0240
11/22/2024 7:37:08 PM	120 N COMPASS WAY	0240
11/23/2024 8:50:28 AM	1310 S FEDERAL HWY	0203
11/1/2024 4:07:51 AM	150 S BRYAN RD	0204
11/14/2024 2:54:27 AM	150 S BRYAN RD	0204
11/28/2024 12:30:44 AM	150 S BRYAN RD	0204
10/28/2024 5:14:04 PM	1554 S FEDERAL HWY	0203
10/13/2024 3:16:37 AM	200 SE 4TH TER	0202
10/13/2024 2:28:42 AM	208 SE 1ST TER	0202
11/23/2024 11:32:14 PM	213 SE 6TH ST	0202
11/11/2024 1:15:09 AM	2183 SW 21ST WAY	0208
11/4/2024 5:43:26 PM	226 SW 6TH ST	0203
11/4/2024 6:00:45 PM	226 SW 6TH ST	0203
10/14/2024 10:08:00 AM	2460 STATE ROAD 84	0206

10/22/2024 6:48:19 PM	265 S FEDERAL HWY	0202
11/18/2024 10:09:48 PM	2716 SW 46TH ST	0206
10/15/2024 12:41:54 AM	2775 E MARINA DR	0208
11/7/2024 8:12:50 PM	2901 SW 52ND ST	0205
10/21/2024 12:02:50 AM	3181 SW 44TH ST	0206
11/19/2024 5:49:02 PM	361 SHERIDAN ST	0202
10/16/2024 11:09:43 PM	37 SW 14TH ST	0203
10/19/2024 11:08:01 PM	37 SW 14TH ST	0203
10/20/2024 11:31:47 PM	37 SW 14TH ST	0203
11/12/2024 11:48:05 PM	37 SW 14TH ST	0203
11/13/2024 9:50:36 PM	37 SW 14TH ST	0203
11/13/2024 10:51:17 PM	37 SW 14TH ST	0203
11/14/2024 10:57:56 PM	37 SW 14TH ST	0203
11/27/2024 1:11:15 AM	37 SW 14TH ST	0203
11/13/2024 11:23:12 PM	4 N FEDERAL HWY	0201
11/23/2024 1:21:33 AM	4 N FEDERAL HWY	0201
11/12/2024 5:00:15 AM	4101 SW 53RD ST	0207
11/22/2024 1:21:17 AM	421 SE 10TH ST	0202
10/20/2024 2:19:43 AM	425 SE 11TH TER	0202
10/28/2024 5:48:29 AM	44 N FEDERAL HWY	0201
11/15/2024 11:02:33 PM	4421 SW 23RD AV	0206

10/20/2024 12:24:47 AM	4425 SW 50TH ST	0207
10/27/2024 8:36:58 PM	4503 SW 27TH AV	0206
11/1/2024 4:50:08 PM	4610 SW 30TH AV	0206
11/28/2024 3:43:47 PM	4833 SW 44TH TER	0207
11/24/2024 1:10:34 AM	4947 TRADEWINDS TER	0205
10/26/2024 11:38:05 PM	4947 WHISPERING WAY	0205
10/31/2024 1:26:00 AM	5220 SW 26TH AV	0205
10/19/2024 11:26:24 PM	5375 SW 40TH AV	0207
10/20/2024 12:07:06 AM	5383 SW 40TH AV	0207
10/13/2024 12:19:59 AM	5430 SW 44TH TER	0207
11/28/2024 3:40:48 AM	5431 SW 44TH AV	0207
10/15/2024 11:41:42 PM	601 E DANIA BEACH BLVD	0201
10/19/2024 1:32:27 AM	601 E DANIA BEACH BLVD	0201
11/3/2024 1:43:15 AM	601 E DANIA BEACH BLVD	0201
11/3/2024 3:39:36 AM	601 E DANIA BEACH BLVD	0201
11/12/2024 7:11:59 PM	604 NE 2ND ST	0201
11/14/2024 3:09:19 AM	610 SE 13TH ST	0202
11/3/2024 9:56:04 PM	709 W DANIA BEACH BLVD	0204



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

DATE: December 3, 2024

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

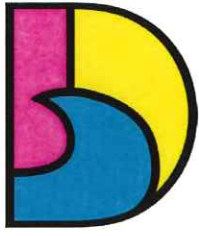
VIA: Candido Sosa-Cruz, ICMA-CM, Deputy City Manager

FROM: Sergio Pellecer, District Fire Chief

RE: Dania Beach Memo to City Manager

Please see the requested information below concerning the October 16, 2024, through December 3, 2024 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.
- Dania Beach Commission 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 12/03/2024.
- Station 1 New Ceiling Tile replacement by City Team – This project is still ongoing as of 12/03/2024.
- Fire Truck (Quint 1 FRES2264) our ladder truck has been refurbished and restored, finishing up on final touches and will place back into service at Fire Station 17 with new designation as Quint 17.
- Rescue Truck (R17) our ambulance truck that was refurbished and restored, it is officially back in service
- Fire Truck (Quint 17 FRES2265) our ladder truck has been sent out to refurbished at Georgia Ten8 facility. The process will take 8-10 Months.
- SAFER Grant – Waiting on Federal response, as of 12/03/2024.



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

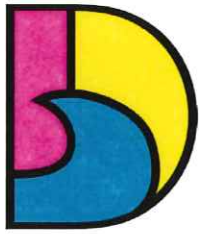
- Fire Safety Inspections station 1 and 17
- Housing Drill exercise with Broward County EOC
- Fire Chief's Association of Broward County Emergency Management Meeting – (Tamarac FS15) representing Dania Beach
- District response times meeting BSO
- Dania Beach Annual Fall Festival
- IT Parker Ribbon Cutting
- Zoll Unit Service – all our life pack cardiac defibrillating machines serviced.

Training during this period –

- Final round of Bunker gear cleaning Station 1 and 17
- Company training – Professional Development
- Facility Training – Broward Fire Academy
- Company Training – Professional development series
- Battalion based Company Training.
- Pre-Fire plans by Station 1 and 17

Community Outreach –

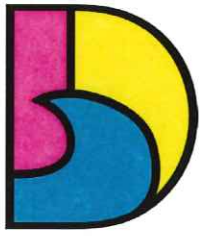
- Rescue 201 and R17 assisted with Cadet Training
- Station 1 and 17 crews participated at Dania Beach Annual Fall Festival
- E17 Delivered Santa to Bass Pro
- Dania Beach Senior Citizens Meeting
- Dania Beach College Gardens Neighborhood Association Social meeting
- Dania After Dark Light up the night Toy Drive with Cadets and Life Safety Educators
- Firefighters Toy Drive at Dania Pointe fiveBelow with Cadets
- Dania Pointe Wine and Seafood festival EMS Detail
- Veteran's Day Celebration American Legion by Station 1 crews
- Dania Beach COP Members taught Heat Stroke Awareness
- Tamara James Turkey giveaway



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

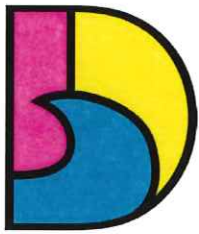




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**CITY OF DANIA BEACH
BROWARD SHERIFF'S OFFICE (BSO)
EXTERNAL MEMORANDUM**





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

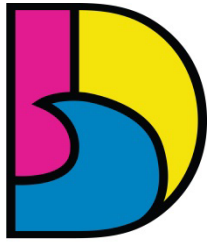


Dania Beach Incidents

From: 10/01/2024 00:00:00 To: 10/31/2024 23:59:59

INCIDENT TYPE	Total
ABDOMINAL PAIN	12
ACCIDENT HIGHWAY	29
ACCIDENT OPEN WATER	1
ACCIDENT ROLLOVER OR EXTRICATION	3
ACCIDENT WITH FIRE	1
ACCIDENT WITH INJURIES	23
ALLERGIC REACTION	3
ASSAULT	5
BACK PAIN	3
BOAT MARINE - FIRE (INLAND/COASTAL)	1
CARDIAC/RESPIRATORY ARREST	9
CHEST PAINS NON-TRAUMATIC	30
CHOKING	5
COMMERCIAL STRUCTURE FIRE	1
DIABETIC	6
DOMESTIC DISTURBANCE	9
ELECTRICAL UTILITY FIRE	8
ELEVATOR RESCUE	21
EXPLOSION	1
FALL INJURY	60
FALL NO INJURY	5
FIGHT	3
FIRE ALARM	4
FIRE ALARM - COMMERCIAL STRUCTURE	41
FIRE ALARM - HIGH LIFE HAZARD	10
FIRE ALARM - HIGH RISE	4
FIRE ALARM - RESIDENTIAL	10
FIRE OR MEDICAL SERVICE CALL	64
FUEL SPILL/FUEL ODOR LAND	2
HAZ-MAT INCIDENT	1
HEADACHE	3
HEART PROBLEMS	7
HEMORRHAGE OR LACERATION	13
HIGH HAZARD STRUCTURE FIRE	2
HIT & RUN ON HIGHWAY	3
HIT AND RUN WITH INJURIES	3
INJURY	13
MCI LEVEL 1	1
MEDICAL ALARM	3
MENTAL ILLNESS	2
MULTIFAMILY STRUCTURE FIRE (GREATER THAN 5 UNITS)	1
OBSTETRICAL/PREGNANCY/CHILDBIRTH/MISCARRIAGE	1
ODOR (STRANGE/UNKNOWN)	3
OPEN WATER BOAT MARINE ACCIDENT	1
OPEN WATER DROWNING	1
OUTSIDE FIRE	3
OVERDOSE OR POISONING	11
RESIDENTIAL FIRE	1
SEIZURE	14
SHOOTING	2
SICK PERSON	60
SMOKE INVESTIGATION	4
STROKE	9
SUICIDE ATTEMPT	5

TROUBLE BREATHING	60
UNCONSCIOUS OR FAINTING	56
UNKNOWN MEDICAL	25
VEHICLE FIRE	3
WEATHER/DISASTER	3
Total	688



DANIA BEACH
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CITY OF DANIA BEACH FINANCE DEPARTMENT

MEMORANDUM

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

FROM: Megan Jelaso, Revenue Accountant

DATE: December 2, 2024

SUBJECT: Finance Monthly Report – October 2024

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

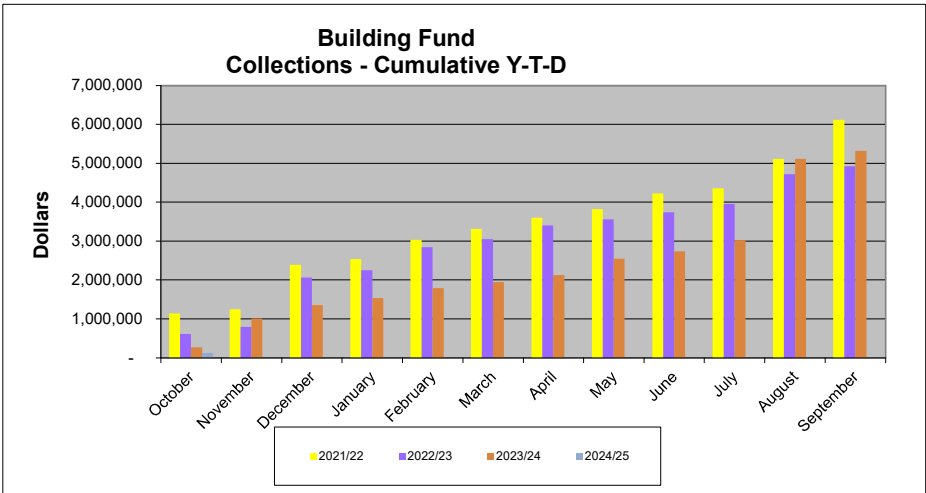
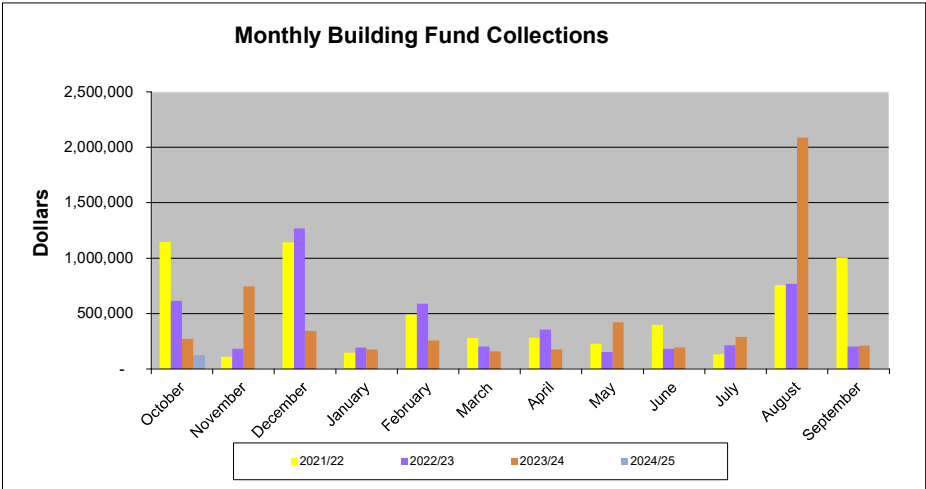
Contingency and Fund Balance Estimate

Building Fund Collections

	<u>2021/22</u>	<u>2022/23</u>	<u>2023/24</u>	<u>2024/25</u>
Monthly				
October	1,144,624	613,610	272,140	120,615
November	107,616	183,413	742,357	
December	1,142,811	1,267,607	343,469	
January	146,194	193,243	175,715	
February	490,813	588,953	258,034	
March	281,847	202,690	159,520	
April	283,429	356,512	175,277	
May	226,093	153,965	421,096	
June	399,287	181,738	191,611	
July	132,426	212,528	288,360	
August	755,979	767,780	2,087,847	
September	1,003,182	202,415	209,254	
Total	6,114,301	4,924,453	5,324,681	120,615

	<u>2021/22</u>	<u>2022/23</u>	<u>2023/24</u>	<u>2024/25</u>
Cumulative				
October	1,144,624	613,610	272,140	120,615
November	1,252,240	797,023	1,014,498	
December	2,395,051	2,064,630	1,357,967	
January	2,541,246	2,257,873	1,533,681	
February	3,032,058	2,846,825	1,791,716	
March	3,313,906	3,049,515	1,951,236	
April	3,597,334	3,406,027	2,126,512	
May	3,823,427	3,559,992	2,547,608	
June	4,222,715	3,741,730	2,739,219	
July	4,355,140	3,954,258	3,027,579	
August	5,111,119	4,722,038	5,115,426	
September	6,114,301	4,924,453	5,324,681	
Annual Goal	4,741,977	4,868,000	5,191,000	

Building Fund - thru October 2024



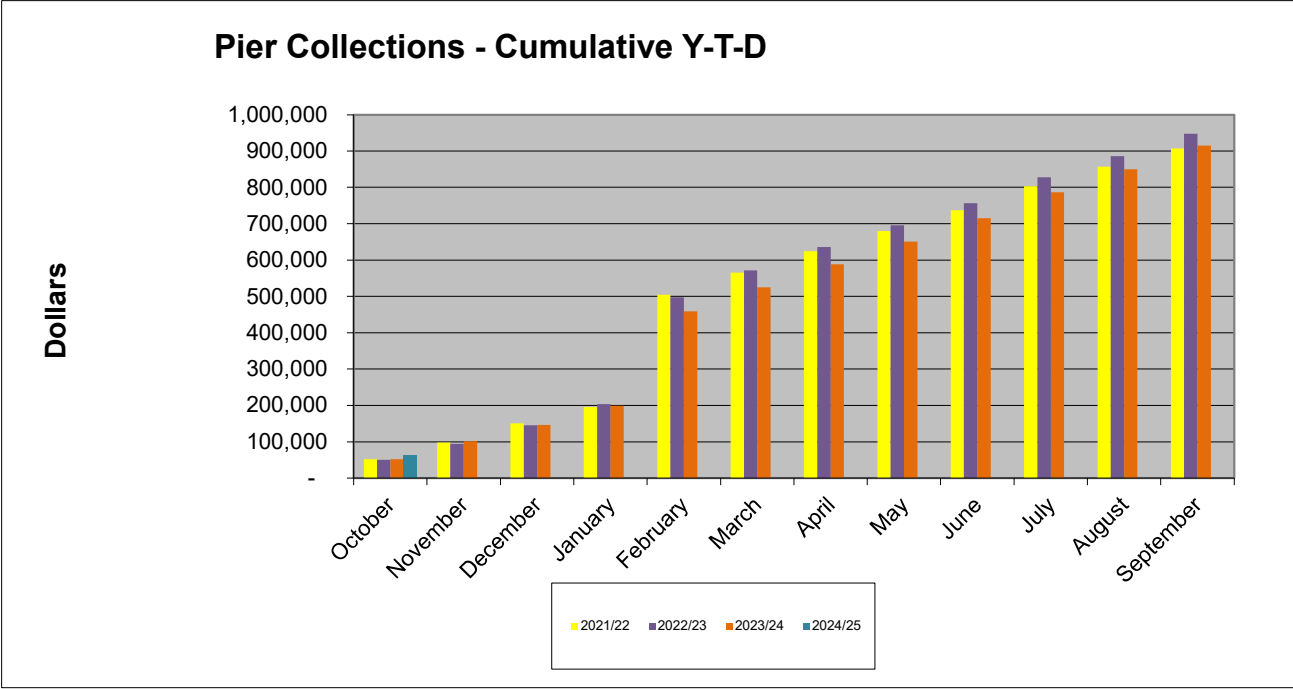
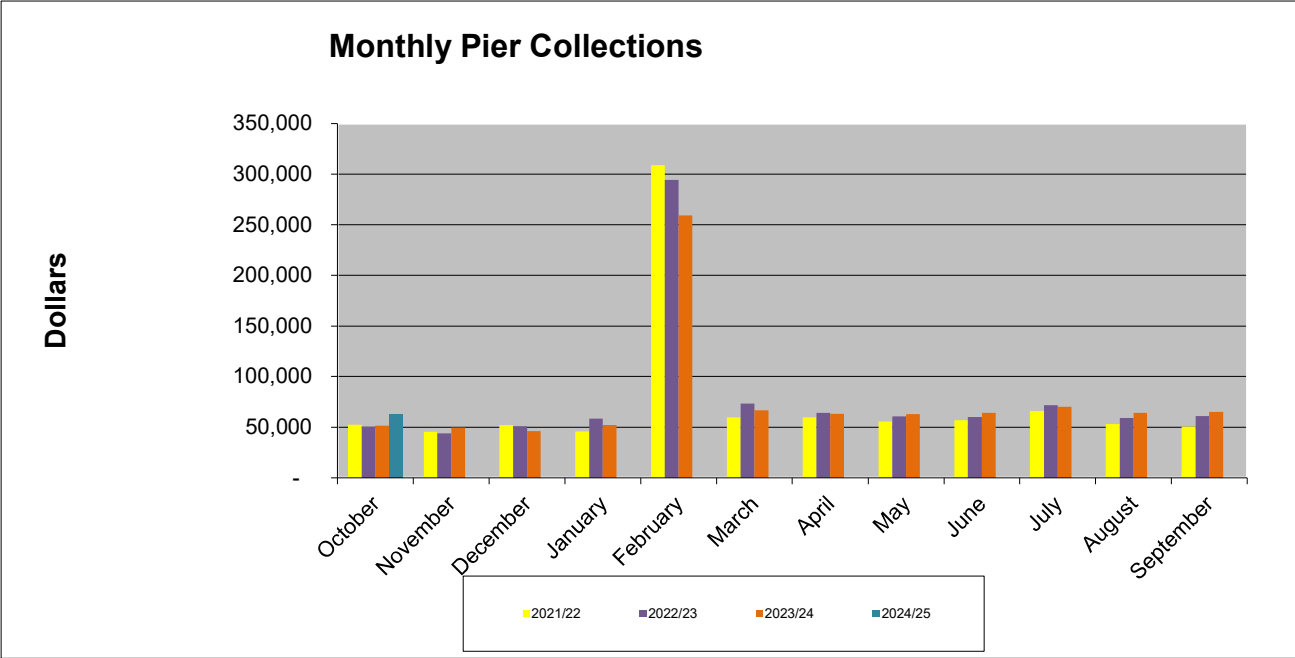
Pier Revenues

	2021/22	2022/23	2023/24	2024/25
Monthly				
October	52,575	50,313	51,495	62,104
November	45,411	43,917	49,561	
December	52,271	50,942	45,928	
January	45,906	58,345	52,190	
February	308,830	294,357	259,466	
March	59,863	73,487	66,698	
April	59,852	63,945	63,244	
May	55,621	60,688	62,991	
June	56,858	60,003	64,114	
July	66,152	71,604	70,205	
August	52,975	58,871	64,092	
September	50,426	60,849	65,294	
Total	906,740	947,320	915,279	62,104

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

	2021/22	2022/23	2023/24	2024/25
Cumulative				
October	52,575	50,313	51,495	62,104
November	97,986	94,229	101,056	
December	150,257	145,171	146,984	
January	196,163	203,516	199,174	
February	504,993	497,873	458,640	
March	564,856	571,360	525,338	
April	624,708	635,305	588,583	
May	680,329	695,993	651,574	
June	737,187	755,996	715,688	
July	803,339	827,600	785,894	
August	856,314	886,471	849,985	
September	906,740	947,320	915,279	
Annual Budget Goal	844,816	937,301	942,488	925,209

Pier Revenues - thru October 2024

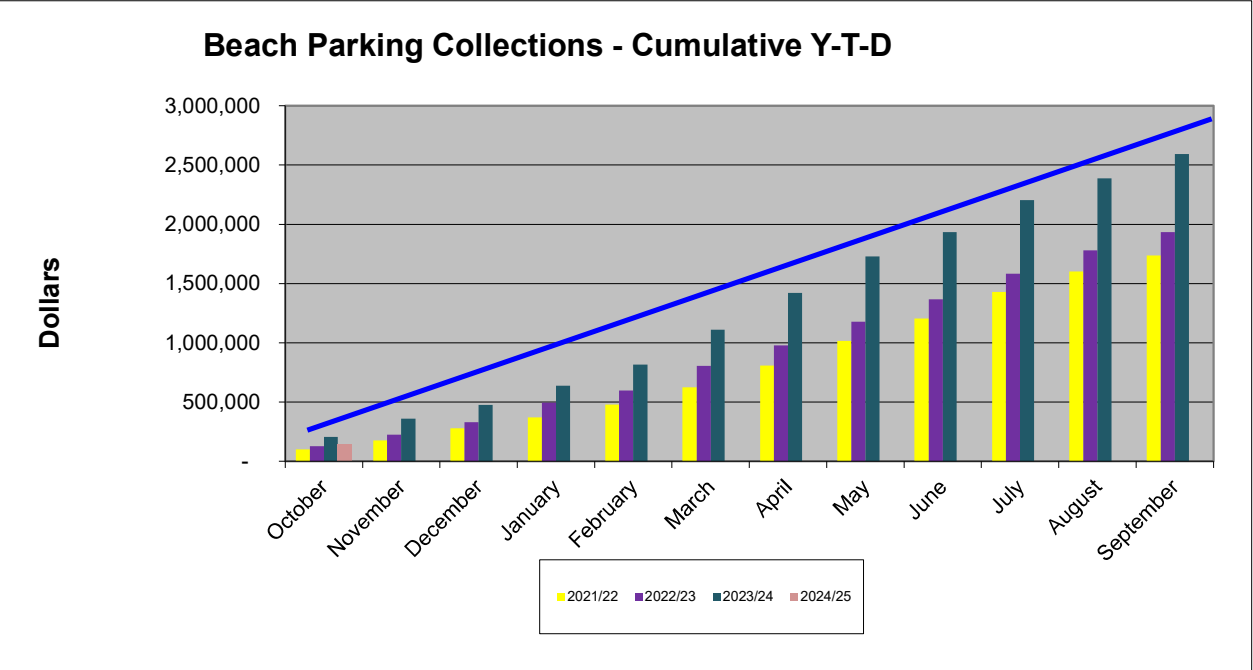
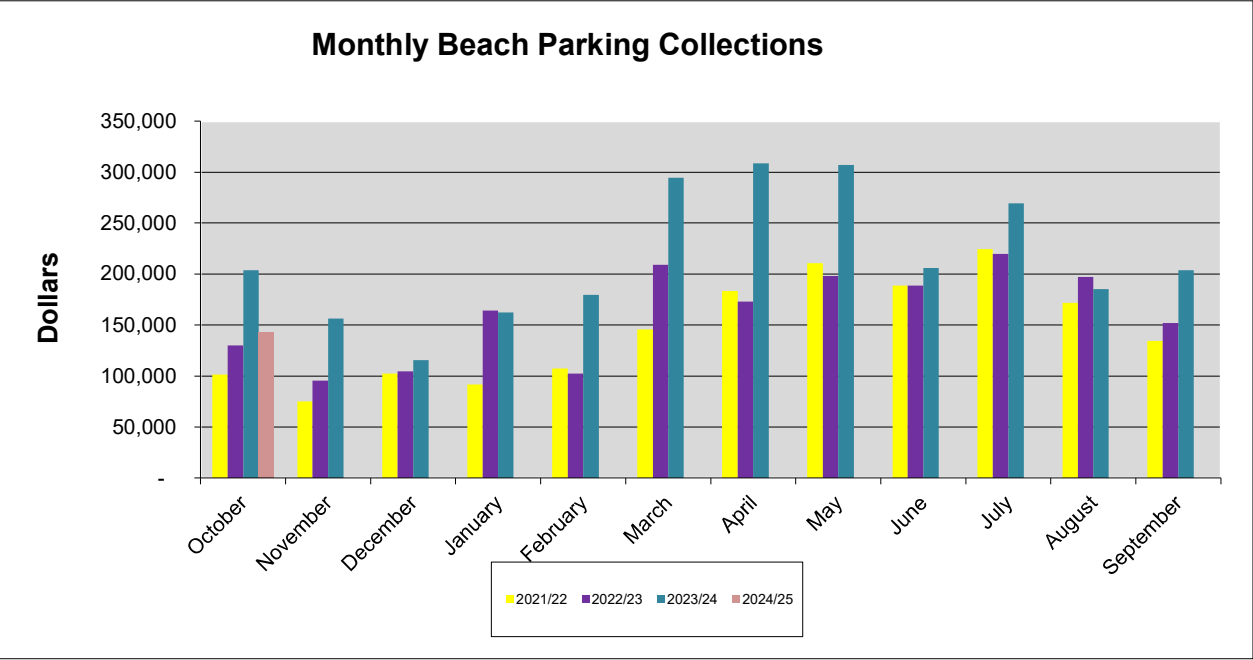


Parking Fee Collections

	<u>2021/22</u>	<u>2022/23</u>	<u>2023/24</u>	<u>2024/25</u>
Monthly				
October	101,582	130,026	203,967	142,986
November	75,146	95,694	156,460	
December	102,321	104,713	115,640	
January	91,751	164,030	162,393	
February	107,375	102,648	179,664	
March	145,848	209,333	294,283	
April	183,397	172,853	308,344	
May	210,704	197,957	307,252	
June	188,603	188,603	206,128	
July	224,411	219,627	269,299	
August	171,951	197,119	185,189	
September	134,616	151,776	204,001	
Total	<u>1,737,704</u>	<u>1,934,380</u>	<u>2,592,620</u>	<u>142,986</u>

	<u>2021/22</u>	<u>2022/23</u>	<u>2023/24</u>	<u>2024/25</u>
Cumulative				
October	101,582	130,026	203,967	142,986
November	176,728	225,720	360,427	
December	279,049	330,433	476,068	
January	370,800	494,463	638,460	
February	478,175	597,111	818,125	
March	624,023	806,444	1,112,407	
April	807,420	979,297	1,420,751	
May	1,018,123	1,177,255	1,728,003	
June	1,206,726	1,365,857	1,934,131	
July	1,431,138	1,585,485	2,203,430	
August	1,603,088	1,782,604	2,388,619	
September	1,737,704	1,934,380	2,592,620	
Annual Budget Goal	<u>1,347,086</u>	<u>1,558,354</u>	<u>1,800,000</u>	<u>2,500,000</u>

Beach Parking - thru October 2024

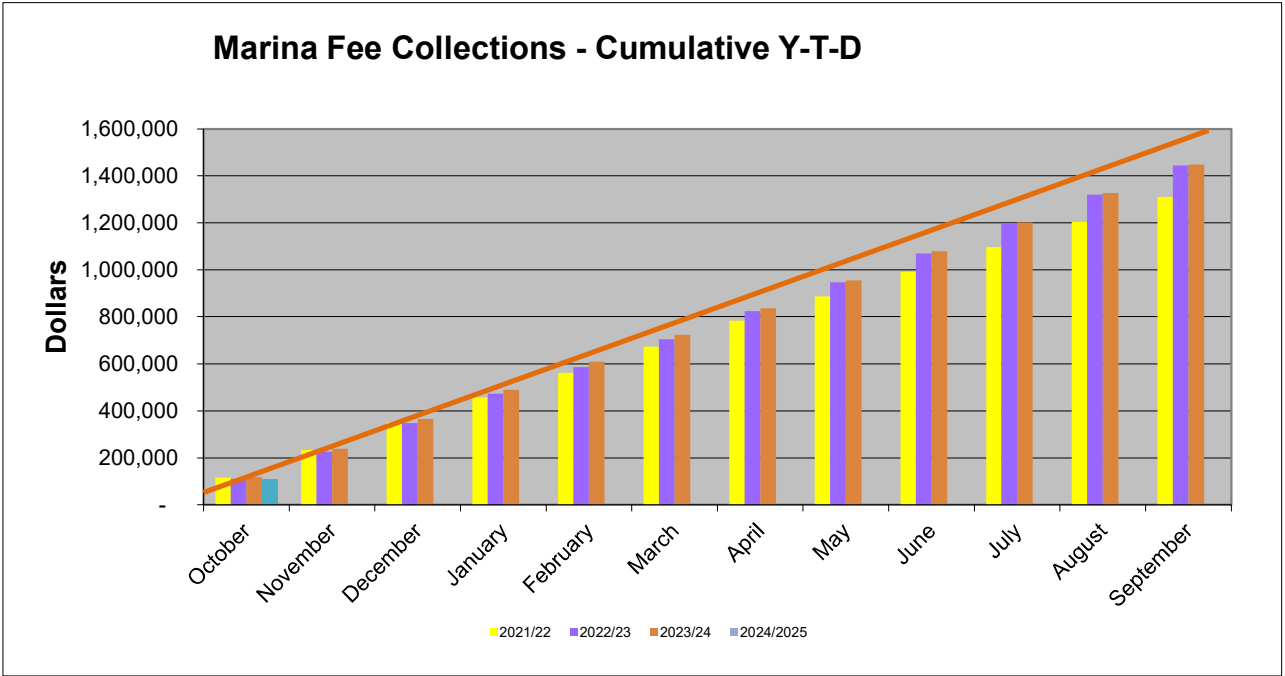
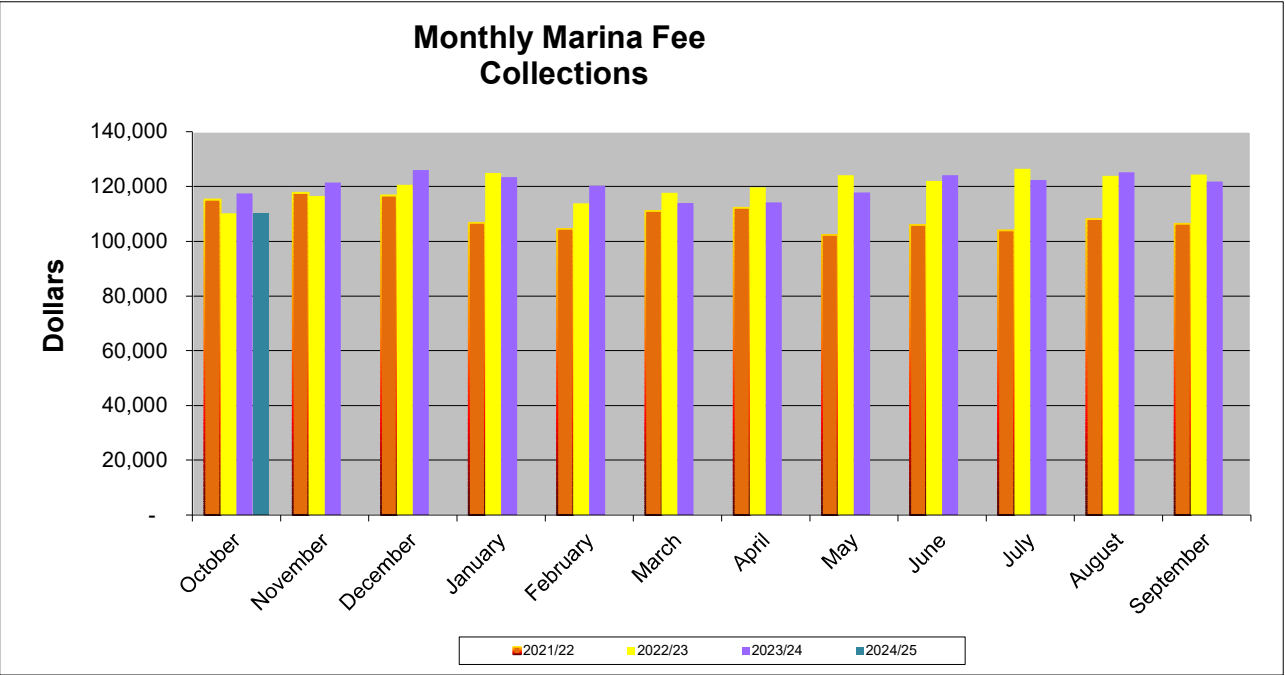


Marina Fee Collections

	<u>2021/22</u>	<u>2022/23</u>	<u>2023/24</u>	<u>2024/25</u>
Monthly				
October	115,264	110,239	117,540	110,024
November	117,663	116,542	121,509	
December	116,830	120,621	126,034	
January	106,673	124,885	123,519	
February	104,605	113,849	120,277	
March	111,125	117,710	114,070	
April	112,170	119,728	114,246	
May	102,373	124,138	117,832	
June	106,001	122,027	124,132	
July	104,000	126,485	122,421	
August	108,096	123,889	125,237	
September	106,418	124,369	121,769	
Total	1,311,218	1,444,481	1,448,584	110,024

	<u>2021/22</u>	<u>2022/23</u>	<u>2023/24</u>	<u>2024/25</u>
Cumulative				
October	115,264	110,239	117,540	110,024
November	232,927	226,781	239,049	
December	349,758	347,402	365,082	
January	456,431	472,287	488,602	
February	561,036	586,135	608,878	
March	672,161	703,845	722,948	
April	784,330	823,574	837,194	
May	886,703	947,711	955,026	
June	992,704	1,069,738	1,079,158	
July	1,096,704	1,196,223	1,201,579	
August	1,204,800	1,320,112	1,326,815	
September	1,311,218	1,444,481	1,448,584	
Budget Goal	1,290,768	1,339,555	1,398,942	1,655,620

Marina Fees - thru October 2024



City of Dania Beach
Commercial Solid Waste Report FY 2024-2025
Payments Received

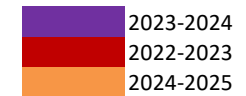
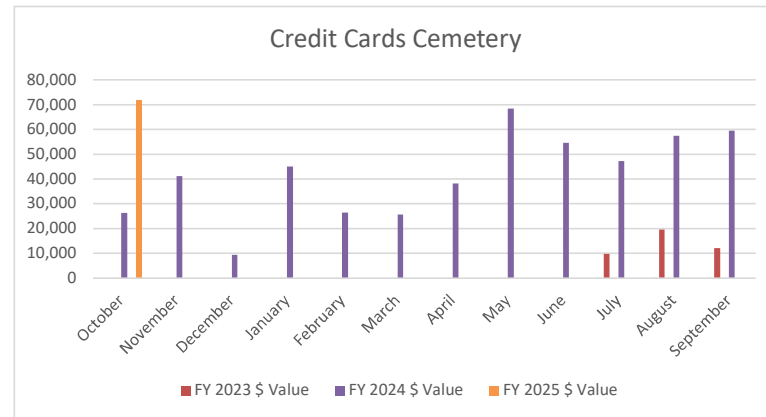
Annual Budget \$ 1,095,000.00

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	Tropical Sanitation Inc	General Fund	
Permit Application Fee	75.00	75.00		-	75.00	75.00	75.00	-		
Annual Permit Fee	1,000.00	1,000.00		-	1,000.00	1,000.00	1,000.00	-	Monthly Activity	
Monthly Franchise										
Oct	\$ -	\$ 35,091.25	\$ 9,383.63	\$ -	\$ 1,715.74	\$ -	\$ 9,686.41	\$ -	\$	55,877.03
Nov										-
Dec										-
Jan										-
Feb										-
Mar										-
Apr										-
May										-
Jun										-
Jul										-
Aug										-
Sep										-
Total Mo. Franchise	\$ -	\$ 35,091.25	\$ 9,383.63	\$ -	\$ 1,715.74	\$ -	\$ 9,686.41		\$	55,877.03
	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		\$ 11,697.08	\$ 3,127.88		\$ 571.91		\$ 3,228.81		\$	18,625.68
Nov									\$	-
Dec									\$	-
Jan									\$	-
Feb									\$	-
Mar									\$	-
Apr									\$	-
May									\$	-
Jun									\$	-
Jul									\$	-
Aug									\$	-
Sep									\$	-
Total Mo. Franchise	\$ -	\$ 11,697.08	\$ 3,127.88	\$ -	\$ 571.91	\$ -	\$ 3,228.81		\$	18,625.68
Total Receipts	\$ 1,075.00	\$ 47,863.33	\$ 12,511.51	\$ -	\$ 3,362.65	\$ 1,075.00	\$ 13,990.22		\$	79,877.71

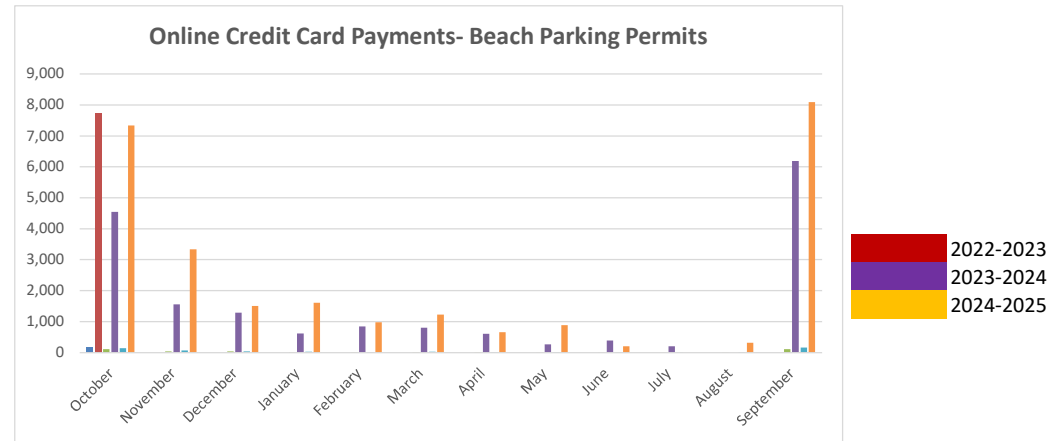
City of Dania Beach: Master Capital Projects Summary as of 05-31-2024

Project Name	Project Number	Revenue Source	Original Budget	Grant Award	Cash Match	Budget Amendments	Total Budget Allocation	Total Expenses & Encumbrances	FY 23-24 Carryforward Amount	Project Phase/ Status	Anticipated Completion Date	Grant Expiration
Stormwater Fund												
SE Stormwater II	PS-SW-0010	SRF Loan, Stormwater	6,126,822	-	-	865,440	6,971,318	(850,593)	6,120,725	Construction		
Neighborhood Drainage Improvement		Surtax, Stormwater	1,170,960	-	-	3,000,000	4,170,960	(3,018,832)	1,152,128	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)	-	Completed/Waiting on Grant Reimbursement		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)	-	Completed/Waiting on Grant Reimbursement		9/30/2026
SW 43rd Terrace Stormwater Improvement	PS-SW-0040	Transportation Surtax, Stormwater	2,297,468	2,076,876	220,592	-	2,297,468	(2,300,699)	(3,231)	Construction - Grant Revenue Received Nov 2023		
Citywide Stormwater Master Plan/CDBG Mitigation	PS-SW-0080	Stormwater, CDBG-MIT	-	795,000	265,000	16,535	1,076,535	(1,045,940)	30,595	Design		
PJ Meli Drainage Project		Stormwater	247,340	-	-	-	247,340	(247,340)	-	Construction		
Total Stormwater Fund Projects			9,842,590	2,871,876	485,592	3,881,975	14,763,621	(7,463,404)	7,300,217			
Water Fund												
NW 1st Ave Water Main Stirling-City Hall	N/A	Water	431,730	-	-	-	431,730	(48,549)	383,183	Design		
AMI Water Meter System		Water	265,540	-	-	-	265,540	(265,540)	-	Design		
Total Water Fund Projects			697,270	-	-	-	697,270	(314,089)	383,183			
Sewer Fund												
Lift Rehabs 5,7,10	PS-SU-0010	Sewer	1,137,594	-	-	(9,607)	1,127,987	(1,007,274)	120,713	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	499,800	9,369,678	404,918	-	10,274,395	(10,274,395)	123,375	Construction		9/30/2026
Lift Station Mitigation Phs III		FDEP	8,339,000	4,169,500	4,169,500	-	8,339,000	-	8,339,000	Construction		9/30/2026
Total Sewer Fund Projects			12,275,559	13,539,178	4,574,418	4,013	22,054,167	(13,594,454)	8,583,088			
Pier Fund												
Pier Refurbishing	PS-BP-0040, PS-BP-0041	Pier, GF Loan	500,000	-	-	1,818,188	2,318,188	(2,320,746)	(2,558)	Construction		
Total Pier Fund Projects			500,000	-	-	1,818,188	2,318,188	(2,320,746)	-			
Grants Fund												
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		7/31/2024
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		6/30/2024
CDBG 48th Year Solar Lights	NA	CDBG	177,575	-	24,000	-	201,575	-	177,575	Design		9/30/2023
HMGP Hardening Grant Police Generator	NA	HMGP	264,000	-	-	-	264,000	(19,450)	236,000	Design		5/31/2024
Mullikin Park	NA	FDEP	312,623	250,000	200,000	300,000	612,623	(69,163)	543,461	Design		6/30/2025
Watershed Master Plan Grant	NA	FEMA	100,000	25,000	75,000	100,000	-	(50,000)	50,000			9/30/2024
Vulnerability Assessment	NA	FDEP	95,500	95,500	-	-	95,500	-	95,500			
Total Grants Fund Projects			949,698	3,588,850	569,150	400,000	4,662,198	(593,192)	4,136,456			
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	2,500,000	-	-	647,987	3,147,987	(1,659,133)	1,488,854	Construction		
Solar Street Lighting	PS-RB-0040, PS-RB-0041, PS-RB-0042, PS-RB-0045	Capital, Bank Loan	1,305,462	-	-	1,600,000	2,905,462	(1,625,394)	1,280,068	Construction		
Oasis XV - Capital Fund	N/A	Capital	270,000	-	-	-	270,000	-	270,000	NA		
Sidewalk Masterplan Tier 1	N/A	Capital, ARPA, GF	400,000	-	-	422,604	822,604	(822,604)	0	Construction		
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	(1,304,709)	422,089	Construction		
City Hall Restrooms	PS-PB-0055	Facilities	188,654	-	-	-	188,654	(209,154)	-	Construction		

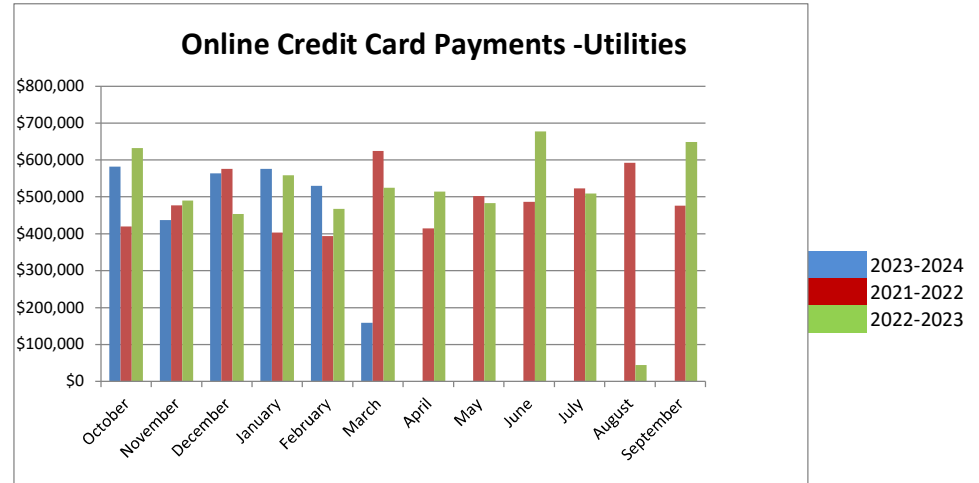
FY 2023		FY 2024		FY 2025	
<u># of</u>		<u># of</u>		<u># of</u>	
<u>Pymts</u>	<u>\$ Value</u>	<u>Pymts</u>	<u>\$ Value</u>	<u>Pymts</u>	<u>\$ Value</u>
October		12	\$26,300	19	\$71,675
November		21	\$41,105		
December		6	\$9,330		
January		19	\$44,995		
February		9	\$26,465		
March		9	\$25,630		
April		9	\$38,255		
May		17	\$68,375		
June		18	\$54,575		
July	5	18	\$47,175		
August	8	25	\$57,400		
Septembe	6	17	\$59,485		
	\$41,380		\$499,090		\$71,675



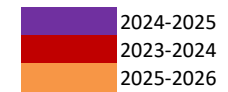
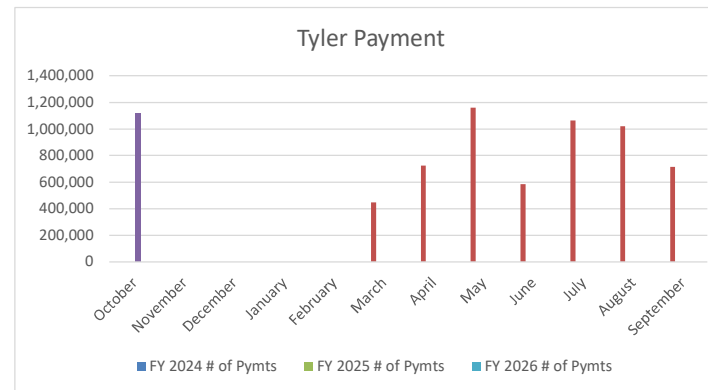
	FY 2025		FY 2023		FY 2024	
	<u># of Pymts</u>	<u>\$ Value</u>	<u># of Pymts</u>	<u>\$ Value</u>	<u># of Pymts</u>	<u>\$ Value</u>
October	158	\$7,720	112	\$4,547	141	\$7,334
November			46	\$1,562	74	\$3,333
December			36	\$1,284	37	\$1,503
January			23	\$615	31	\$1,616
February			19	\$851	23	\$979
March			18	\$802	26	\$1,225
April			13	\$604	19	\$663
May			10	\$267	21	\$888
June			10	\$385	9	\$208
July			9	\$198	2	\$0
August			2	\$0	20	\$310
September			115	\$6,191	162	\$8,089



	FY 2024		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	1,806	\$581,381	1,756	\$419,523	1,799	\$631,937
November	1,626	\$436,666	1,607	\$477,225	1,698	\$490,381
December	1,720	\$563,383	1,644	\$575,861	1,676	\$453,598
January	1,851	\$576,388	1,580	\$403,966	1,814	\$559,003
February	1,727	\$529,750	1,461	\$393,924	1,586	\$466,879
March	399	\$159,173	1,883	\$624,708	1,673	\$524,878
April	6	\$300	1,558	\$415,006	1,696	\$514,951
May	0	\$0	1,635	\$502,840	1,705	\$482,818
June	0	\$0	1,771	\$486,384	1,890	\$677,359
July	0	\$0	2,003	\$522,805	1,956	\$509,105
August	0	\$0	1,919	\$591,853	1,745	\$44,810
September	0	\$0	1,748	\$475,765	1,953	\$648,891

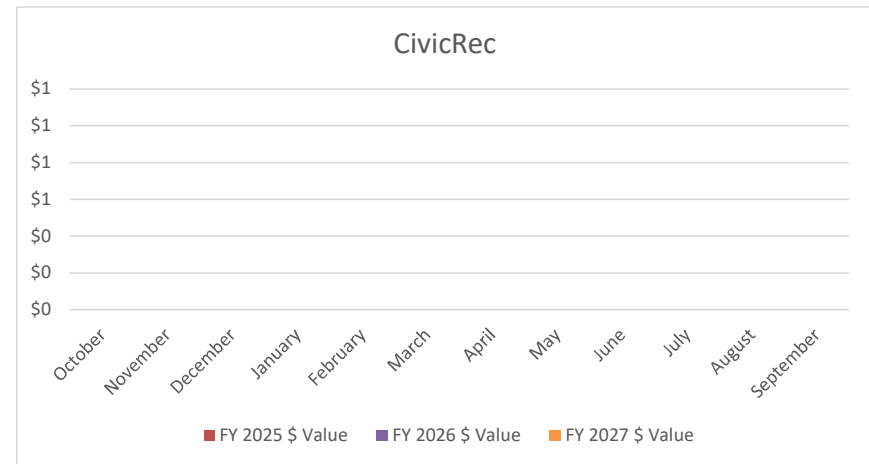


	FY 2024		FY 2025		FY 2026	
	<u># of</u>	<u>\$ Value</u>	<u># of</u>	<u>\$ Value</u>	<u># of</u>	<u>\$ Value</u>
	<u>Pymts</u>		<u>Pymts</u>		<u>Pymts</u>	
October			31	\$1,115,216		
November						
December						
January						
February						
March	31	\$448,959				
April	30	\$724,743				
May	30	\$1,159,841				
June	30	\$584,435				
July	31	\$1,062,320				
August	31	\$1,020,856				
September	30	\$715,255				

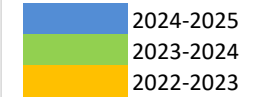
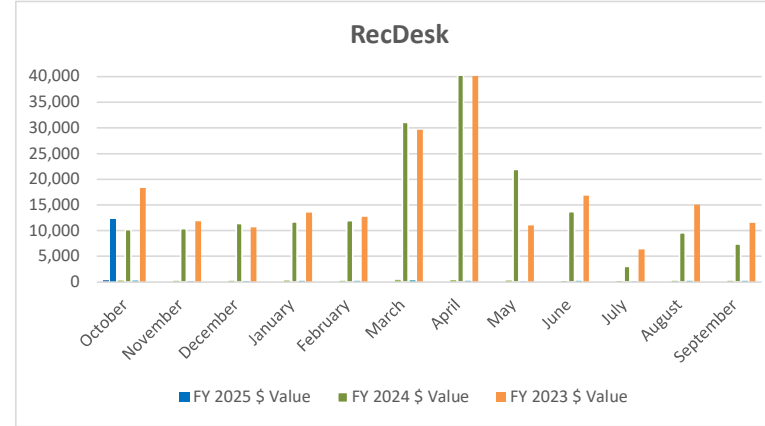


Report is Financial activity summary
Pull information from "Net Financial Activity"

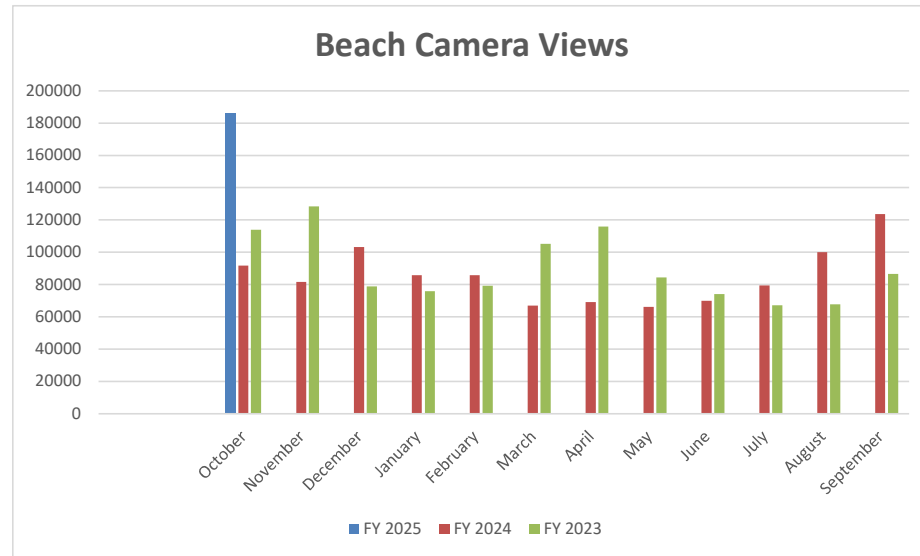
	FY 2025		FY 2026		FY 2027	
	<u># of</u>		<u># of</u>		<u># of</u>	
	<u>Pymts</u>	<u>\$ Value</u>	<u>Pymts</u>	<u>\$ Value</u>	<u>Pymts</u>	<u>\$ Value</u>
October						
November						
December						
January						
February						
March						
April						
May						
June						
July						
August						
September						



	FY 2025		FY 2024		FY 2023	
	<u># of</u>		<u># of</u>		<u># of</u>	
	<u>Pymts</u>	<u>\$ Value</u>	<u>Pymts</u>	<u>\$ Value</u>	<u>Pymts</u>	<u>\$ Value</u>
October	300	\$12,087	305	\$10,189	293	\$18,293
November			219	\$10,420	188	\$11,802
December			218	\$11,389	184	\$10,643
January			266	\$11,741	228	\$13,489
February			201	\$11,951	215	\$12,691
March			422	\$31,083	339	\$29,674
April			377	\$59,880	229	\$54,344
May			315	\$21,926	147	\$11,025
June			168	\$13,708	216	\$16,773
July			183	\$3,038	125	\$6,317
August			233	\$9,575	242	\$15,031
September			218	\$7,421	240	\$11,545

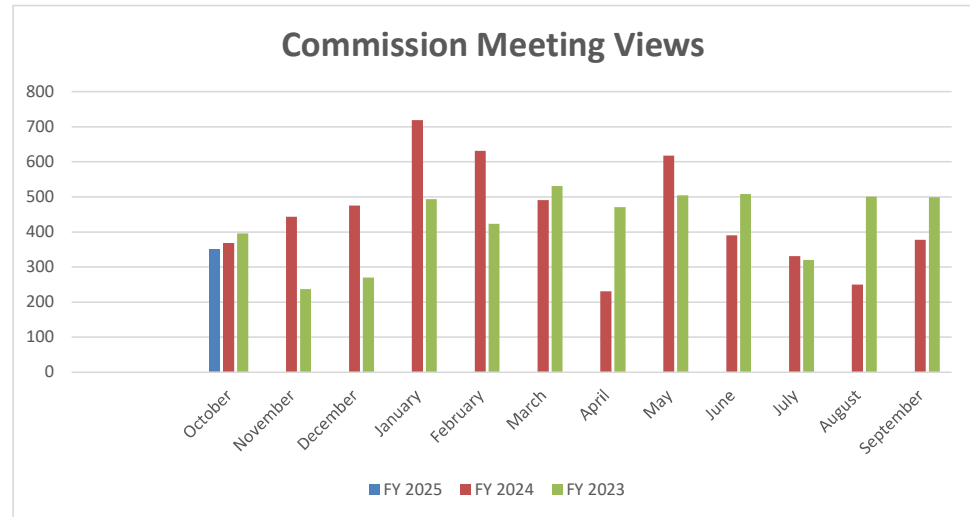


	FY 2025	FY 2024	FY 2023
October	185,800	91,738	113,900
November		81,622	128,500
December		103,235	78,800
January		85,760	75,900
February		85,861	79,200
March		67,008	105,100
April		69,102	115,900
May		66,040	84,300
June		70,024	74,100
July		79,388	67,100
August		100,130	67,700
September		123,562	86,599



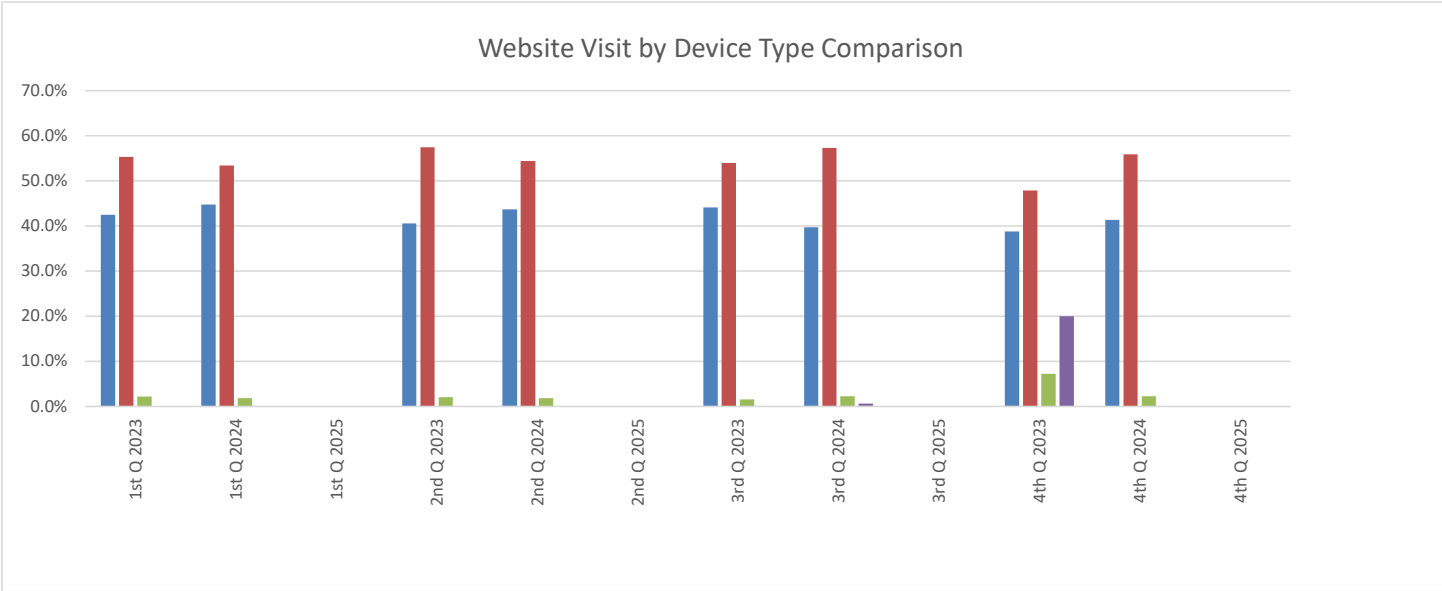
YouTube Channel
FY 2025 **FY 2024** **FY 2023**

October	351	369	396
November		444	238
December		475	270
January		719	494
February		632	424
March		491	531
April		231	471
May		618	505
June		391	508
July		331	321
August		250	501
September		378	499

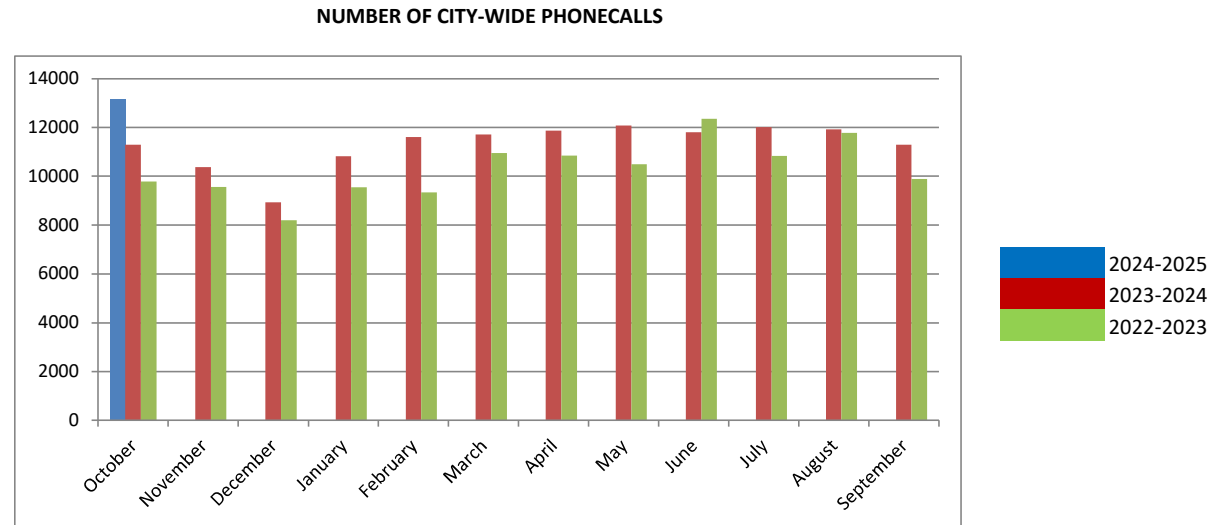


Website Visit by Device Type Comparison

	1st Q 2023	1st Q 2024	1st Q 2025	2nd Q 2023	2nd Q 2024	2nd Q 2025	3rd Q 2023	3rd Q 2024	3rd Q 2025	4th Q 2023	4th Q 2024	4th Q 2025
Desktop	42.5%	44.7%		40.5%	43.7%		44.1%	39.7%		38.8%	41.4%	
Smartphone	55.3%	53.4%		57.4%	54.4%		54.0%	57.3%		47.9%	55.9%	
Tablet	2.2%	1.8%		2.1%	1.9%		1.6%	2.3%		7.3%	2.3%	
Other		0.0%			0.0%		0.0%	0.7%		20.0%	0.1%	



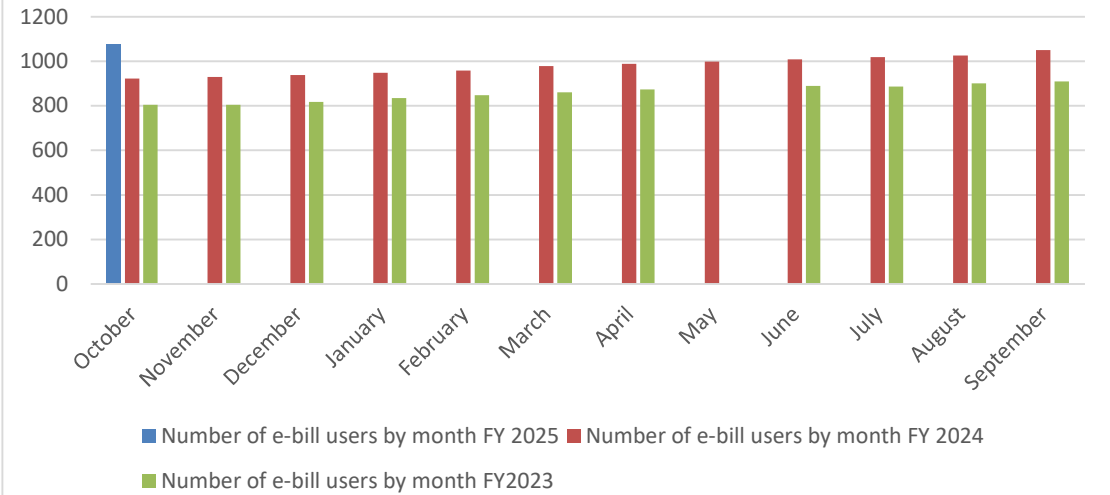
	<u>FY 2025</u>	<u>FY 2024</u>	<u>FY 2023</u>
October	13,174	11,286	9,789
November		10,370	9,564
December		8,932	8,197
January		10,820	9,543
February		11,612	9,338
March		11,703	10,946
April		11,869	10,851
May		12,087	10,489
June		11,809	12,351
July		12,019	10,843
August		11,919	11,775
September		11,293	9,897



Number of e-bill users by month

	<u>FY 2025</u>	<u>FY 2024</u>	<u>FY2023</u>
October	1078	922	804
November		929	805
December		939	818
January		948	835
February		959	848
March		979	861
April		988	873
May		999	
June		1008	890
July		1019	886
August		1026	901
September		1051	910

Incremental E-bill Accounts



Kiosk

	<u>FY 2025</u>	<u>FY 2024</u>	<u>FY 2023</u>
October	\$ 15,527.43	\$ 14,452.23	\$ 10,067.50
November	\$ -	\$ 11,121.83	\$ 11,339.44
December	\$ -	\$ 11,401.43	\$ 12,409.30
January	\$ -	\$ 12,953.63	\$ 11,856.78
February	\$ -	\$ 15,069.97	\$ 11,856.78
March	\$ -	\$ 12,091.93	\$ 11,032.47
April	\$ -	\$ 10,302.51	\$ 7,514.64
May	\$ -	\$ 12,472.31	\$ 11,120.90
June	\$ -	\$ 15,266.47	\$ 12,405.61
July	\$ -	\$ 14,865.64	\$ 10,289.44
August	\$ -	\$ 14,014.91	\$ 10,380.86
September	\$ -	\$ 13,041.75	\$ 11,842.84



Business Tax Receipt Activity - October 2024

Out of Business/Inactive	# of BTRs	Dollar Amount
Nadia Pacheco	1	\$ 236.25
JMW Enterprises Inc	1	\$ 131.25
N.L.Elgut, MD & Assoc. LLC	1	\$ 236.25
Stadthagen Services LLC	1	\$ 625.00
Total Out of Business/Inactive	4	\$ 1,228.75

New Approved Applications	# of BTRs	Dollar Amount
229 Partners LLC	1	\$ 236.25
237 Dania Realty LLC	1	\$ 63.00
360 DG FL LLC	1	\$ 546.25
Accordia Life and Annuity Company	1	\$ 183.75
AIP US LLC	1	\$ 131.25
American Contractors Indemnity Company	1	\$ 183.75
As Miami Invest LLC	1	\$ 31.50
Bradford Williams	1	\$ 196.50
Juan Carlos Giraldo DMD	1	\$ 651.25
Broward Biomechanics LLC	1	\$ 546.25
Bryan Picado	1	\$ 236.25
Carlos Perez	1	\$ 63.00
Clara Oliva Coria	1	\$ 63.00
Damon Ball	1	\$ 236.25
Delaware Life Insurance Company	1	\$ 183.75
Diagno Insight Investments LLC	1	\$ 31.50
DND Kava Bar LLC	1	\$ 546.25
Ecotree Fulfillment LLC	1	\$ 677.50
Forethought Life Insurance Company	1	\$ 183.75
G's Tobacco Distributors LLC	1	\$ 677.50
Galene Water Treatment LLC	1	\$ 131.25
Galim Investments LLC	1	\$ 31.50
Gordon Cook	1	\$ 236.25
Hard Rock 5501 LLC	1	\$ 31.50
HDI Global Insurance Company	1	\$ 183.75
Heartland National Life Insurance Company	1	\$ 183.75
Hopi Style LLC	1	\$ 546.25
Infinite Bliss Official LLC	1	\$ 1,465.00
Jack Alan Owens	1	\$ 63.00
Jamrock Properties & Interior Design LLC	1	\$ 236.25
Jorge Mendez, DO6391	1	\$ 236.25
Lagaci Inc	1	\$ 625.00
LTA Vision Corp	1	\$ 1,465.00
MBA Investment Group II LLC	1	\$ 31.50
Miracle 26 LLC	1	\$ 236.25
Moddeany LLC	1	\$ 31.50
Natalia Villegas	1	\$ 236.25
G Robert Toney and Associates	1	\$ 625.00
Neal Gilson DO1178	1	\$ 236.25

NX Boats USA LLC	1	\$	425.00
Pavel Itskovskty	1	\$	236.25
Performance LLC	1	\$	651.25
Perla Hernandez	1	\$	236.25
Planar Systems Inc	1	\$	520.00
Roberto Berrios	1	\$	63.00
Shane Piper	1	\$	236.25
Suncoast Lawn Service Inc	1	\$	493.75
The Chesapeake Life Insurance Company	1	\$	183.75
United Fire & Casualty Company	1	\$	183.75
Unilatina Corp	1	\$	546.25
United States Liability Insurance Company	1	\$	183.75
Total New Applications	51	\$	16,459.25

BTR Status	# of BTRs	Total Dollar Amount
Open Renewals- Current Year	504	\$ 163,378.05
Paid Renewals	2,686	\$ 955,286.11
Total BTRs as of 10/31/2024	3,190	1,118,664.16 **

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

Water Fund	Monthly Utility Account Activity	MISC
------------	----------------------------------	------

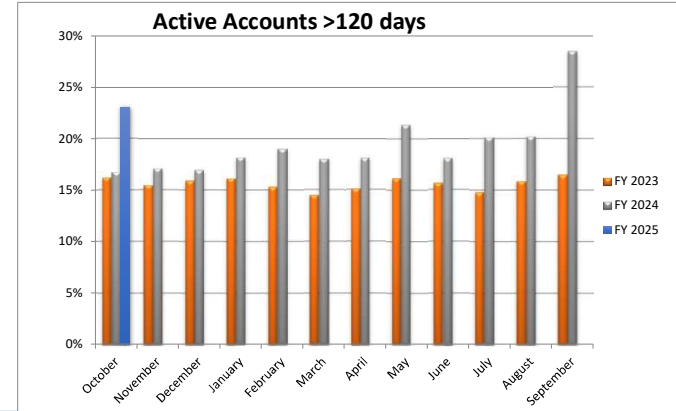
	Building/ New Construction Activity				Delinquent Account Activity			New Accts	
	Water Impact Fee		Water Tap Fee		Delinquent			# per Month	Prior Yr.
	2024	2025	2024	2025	2024	2025	# of Accts		
Oct	3,114.00	6,041.16	1,450.00	3,125.00	2,660.00	3,010.00	602.00	45	47
Nov	-		-		2,865.00				39
Dec	6,228.00		-		2,630.00				48
Jan	-		-		2,995.00				48
Feb	10,241.00		-		2,850.00				40
Mar	1,557.00		1,450.00		2,770.00				50
Apr	-		-		2,255.00				58
May	2,900.00		-		2,480.00				56
Jun	12,456.00		1,750.00		3,005.00				39
Jul	-		75.00		2,640.00				43
Aug	63,837.00		1,935.00		2,705.00				48
Sept	196,961.00	-	2,900.00		3,065.00				56
Total	\$ 297,294	\$ 6,041	\$ 9,560	\$ 3,125	\$ 32,920	\$ 3,010	\$ 602	45	572

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

WATER & SEWER UTILITY AGING REPORT

ACTIVE ACCOUNTS

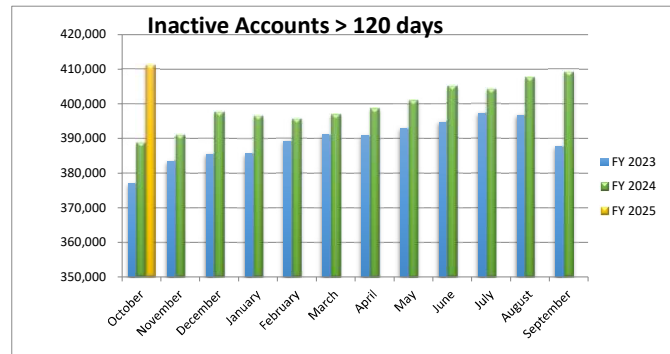
FY 2023				FY 2024				FY 2025			
	>120 Past Due	Monthly Billings	% DELQ	>120 Past Due	Monthly Billings	% DELQ		>120 Past Due	Monthly Billings	% DELQ	
October	184,989	\$ 1,140,696	16%	207,794	\$ 1,241,355	17%		286,955	\$ 1,243,012	23%	
November	186,463	1,205,526	15%	216,614	1,267,676	17%				#DIV/0!	
December	188,661	1,186,620	16%	214,935	1,270,207	17%				#DIV/0!	
January	188,029	1,165,000	16%	220,340	1,211,794	18%				#DIV/0!	
February	185,376	1,210,890	15%	231,139	1,217,188	19%				#DIV/0!	
March	183,535	1,267,253	14%	235,434	1,310,333	18%				#DIV/0!	
April	190,502	1,262,289	15%	236,352	1,307,061	18%				#DIV/0!	
May	189,684	1,172,418	16%	262,509	1,229,203	21%				#DIV/0!	
June	184,340	1,178,310	16%	247,808	1,372,056	18%				#DIV/0!	
July	190,677	1,288,709	15%	261,459	1,298,366	20%				#DIV/0!	
August	198,874	1,252,551	16%	252,820	1,250,659	20%				#DIV/0!	
September	203,881	1,235,287	17%	360,091	1,263,892	28%				#DIV/0!	
Annual Avg	\$ 189,584	\$ 1,213,796	16%	\$ 245,608	\$ 1,269,983	19%		\$ 286,955	\$ 1,243,012	#DIV/0!	



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 2023			FY 2024			FY 2025		
	>120 Past Due	% +/-	>120 Past Due	% +/-		>120 Past Due	% +/-	
October	377,040	3%	388,922	3%		411,308	5%	
November	383,454	2%	390,867	2%			#DIV/0!	
December	385,515	3%	397,662	3%			#DIV/0!	
January	385,601	3%	396,459	3%			#DIV/0!	
February	389,237	2%	395,697	2%			#DIV/0!	
March	391,059	2%	397,067	2%			#DIV/0!	
April	390,781	2%	398,812	2%			#DIV/0!	
May	392,882	2%	401,076	2%			#DIV/0!	
June	394,781	3%	405,003	3%			#DIV/0!	
July	397,219	2%	404,194	2%			#DIV/0!	
August	396,674	3%	407,690	3%			#DIV/0!	
September	387,690	5%	409,329	5%			#DIV/0!	
Annual Avg	\$ 389,328	3%	\$ 399,398	3%		\$ 411,308	3%	



City of Dania Beach

General Fund

Unassigned Fund Balance - - Contingency

Balance 10/1/24 (Unaudited)

(Uses) / Additions:

----- General Fund -----			
<u>Contingency</u>		<u>Unassigned Fund Balance</u>	
\$	325,000	\$	27,231,349
October	-		-
November	-		-
December	-		-
January	-		-
February	-		-
March	-		-
April	-		-
May	-		-
June	-		-
July	-		-
August	-		-
September	-		-
Sub-Total (Uses) / Additions			
Sub-Total Available		325,000	27,231,349
<u>Other Considerations</u>			
GFOA/City Commission 25% Reserve			(20,977,106)
Estimate of Availability at 12/3/2024		\$ 325,000	\$ 6,254,244

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

Original Budget

\$ 325,000

Amendment

Uses:

Total

Oct

—

Nov

December

January

February

March

April

May

June

July

August

September

Balance Remaining

\$ 325,000

City of Dania Beach

General Fund

Analysis of
Fund Balance

	<u>Balance 10/1/23</u>	27,231,349
Uses: <u>#389-90-01</u>		
October	-	
November		
December		
January		
February		
March		
April		
May		
June		
July		
August		
September		
Total Uses (Sources)		-
Estimated Balance Available 09/30/24	\$	27,231,349
<u>Other Considerations</u>		
GFOA/City Commission 25% Reserve	(13,000,000)	est.
Estimate of Availability at 09/30/24		14,231,349



MINUTES OF REGULAR MEETING
DANIA BEACH CITY COMMISSION
MONDAY, NOVEMBER, 18, 2024 – 5:15 P.M.

1. CALL TO ORDER/ROLL CALL

Mayor Ryan called the meeting to order at 5:15 p.m.

Present:

Mayor A. J. Ryan IV
Vice-Mayor Lori Lewellen
Commissioner Joyce L. Davis
Commissioner Tamara James
Commissioner Marco A. Salvino, Sr

City Manager Ana M. Garcia, ICMA-CM
City Attorney Eve Boutsis
City Clerk Elora Riera, MMC

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.

2. DISCUSSION AND POSSIBLE ACTION ITEMS

2.1 Presentation to Commissioner Tamara James - City Manager

City Manager Garcia introduced the item and presented Commissioner James with a token of appreciation for her service to the City of Dania Beach.

**2.2 Retroactive Approval - Key to the City - Presented to A. J. Ryan Realty - 100th Anniversary
- November 16, 2024 - Sponsored by Commissioner James**

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

3. ACCEPTANCE OF CERTIFICATION OF GENERAL ELECTION

3.1 Motion to Accept Certification of General Election Results from the Broward County Canvassing Board - City Clerk

City Clerk Riera read the vote counts into the record as follows:

MAYOR:	Joyce L. Davis	4,977 votes
VICE MAYOR:	Marco A. Salvino, Sr.	3,588 votes
COMMISSIONER:	Luis Rimoli	3,059 votes
	Coleman Ryan	2,744 votes
	Polly Ann Jones	1,824 votes
	Morris Vaughn Stowers	1,416 votes
	Gunnar Magliocca	1,394 votes

Vice Mayor Lewellen made a motion to accept the Certification of the General Election results from the Broward County Canvassing Board for the November 5, 2024 Municipal Election. Commissioner Davis seconded the motion which carried unanimously on voice vote.

4. ADMINISTRATION OF OATH OF OFFICE FOR NEWLY ELECTED OFFICIALS

1. Commissioner-Elect Luis Rimoli Swearing in by Lacey Rimoli-Wiesel and Alex Rimoli

City Manager Garcia advised that City Clerk Riera administered the official Oath of Office to Commissioner-Elect Luis Rimoli earlier in the day.

Lacey Rimoli-Wiesel and Alex Rimoli administered the ceremonial Oath of Office to Commissioner-Elect Luis Rimoli.

Commissioner Rimoli congratulated all the candidates that ran this election and thanked everyone who supported him. He commented that he looks forward to serving the residents of Dania Beach and is going to do everything possible to make the right decisions on behalf of them and the city. He thanked Tamara James for dedicating herself to the city for eight years and wished her the best of luck in her next chapters. He said he looks forward to working with Mayor-Elect Davis and Vice Mayor-Elect Salvino.

2. Vice Mayor-Elect Marco A. Salvino Sr. Swearing in by City Clerk Elora Riera, MMC

City Clerk Elora Riera, MMC administered the Oath of Office to Vice Mayor-Elect Marco A. Salvino Sr.

Vice Mayor Salvino said he has enjoyed being on the Commission and is thankful to all the residents who voted for him, and for those that did not, he is going to make them believers and is going to continue to work hard for the city. He commented that in 2014, when he was Mayor, he took criticism for all the development that was going on, but everyone is enjoying Dania Pointe, and he takes the stance that it was the right decision for the city. He thanked City Manager Garcia for bringing the city's strategic plan as it has really come into place and a lot has been accomplished. He thanked his family and everyone for their support.

3. Mayor-Elect Joyce L. Davis Swearing in by Honorable Florence Taylor Barner, 17th Judicial Circuit Judge

Honorable Florence Taylor Barner, 17th Judicial Circuit Judge administer the Oath of Office to Mayor-Elect Joyce L. Davis.

Mayor Davis's father addressed the Commission and audience and thanked the residents for giving Mayor Davis the opportunity to serve as their commissioner and now rewarding her with the opportunity to become their mayor.

Mayor Davis thanked her father and congratulated Vice Mayor Salvino and Commissioner Rimoli. She said with this team and the city's administration, Dania Beach got it right. The Commission will work hard for the residents in the future, and she is excited to work with everyone for the next four years. Mayor Davis told a story from her childhood and said she will work hard every single day so that the residents are proud to call her their mayor.

5. SEATING OF ELECTED OFFICIALS

Mayor Davis, Vice Mayor Salvino and Commissioner Rimoli took their seats at the dais.

6. ADJOURNMENT

Mayor Davis adjourned the meeting at 6:15 p.m.

ATTEST:

CITY OF DANIA BEACH

ELORA RIERA, MMC
CITY CLERK

JOYCE L. DAVIS
MAYOR

Approved:



MINUTES OF REGULAR MEETING
DANIA BEACH CITY COMMISSION
MONDAY, NOVEMBER 18, 2024 – 7:00 P.M.

1. CALL TO ORDER/ROLL CALL

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

Present:

Mayor Joyce L. Davis
Vice-Mayor Marco A. Salvino, Sr.
Commissioner Lori Lewellen
Commissioner Luis Rimoli
Commissioner A. J. Ryan IV

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 Davis 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 Applications - *Parks and Recreation*
- Moonlight Car Show (3/25/2025)
 - MLK Parade & Celebration (1/20/2025)
 - Blueridge Tree Farm (Christmas Tree Sell) (11/20/2024)

City Manager Garcia introduced the item.

Consensus to approve the applications.

4. PROCLAMATIONS

None.

5. ADMINISTRATIVE REPORTS

5.1 City Manager

City Manager Garcia deferred her report to the December meeting.

5.2 City Attorney

City Attorney Boutsis deferred her report to the December meeting. She mentioned the passing of former City Attorney Tom Ansboro.

5.3 City Clerk - Reminders

City Clerk Riera reminded the Commission of the following upcoming meetings:

- December 10, 2024 CRA Board Meeting - 5:30 p.m.
- December 10, 2024 - City Commission Meeting - 7:00 p.m.

6. PUBLIC SAFETY REPORTS

Captain Tarala provided his crime report which included arrests, traffic stops, and gang activity.

Fire Chief Pellecer provided his fire/medic report which included call volumes, fire inspections and their annual toy drives.

7. CITIZENS' COMMENTS

The following spoke under citizens' comments:

- Jack Est – 2020 Scott Street
- Shawn DeRosa – 408 SE 5th Street

8. CONSENT AGENDA

Commissioner Lewellen made a motion to approve the consent agenda. The motion was seconded by Commissioner Rimoli which carried unanimously on voice vote.

8.1 Minutes: October 22, 2024 City Commission Meeting

Approved under consent agenda.

8.2 Travel Requests: None.

8.3 RESOLUTION NO. 2024-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A

MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY OF DANIA BEACH AND THE BROWARD COUNTY SHERIFF'S OFFICE FOR THE FY 2021 EDWARD BYRNE JUSTICE ASSISTANCE GRANT PROGRAM (JAG); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

Approved under consent agenda.

8.4 RESOLUTION NO. 2024-____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE APPROPRIATION OF STORMWATER FUND RESERVES IN THE AMOUNT OF ONE HUNDRED AND NINETEEN THOUSAND AND ONE HUNDRED DOLLARS (\$119,100.00) FOR EMERGENCY STORMWATER CONTROL SERVICES PROVIDED BY HINTERLAND GROUP, INC. DURING A FOUR-DAY STORM EVENT; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

Approved under consent agenda.

8.5 RESOLUTION NO. 2024-____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE APPROPRIATION OF STORMWATER FUND RESERVES IN THE AMOUNT OF SEVENTY-NINE THOUSAND FOUR HUNDRED AND NINETY-ONE DOLLARS (\$79,491.00) FOR EMERGENCY STORMWATER CONTROL SERVICES PROVIDED BY KAILAS CORP. DURING A FOUR-DAY STORM EVENT; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

Approved under consent agenda.

8.6 RESOLUTION NO. 2024-____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A RENEWAL OF SAM'S LANDSCAPE MAINTENANCE, INC. FOR THE CITYWIDE LANDSCAPING SERVICES RELATED TO REQUEST FOR PROPOSALS NO. 21-017 ENTITLED, "CITYWIDE LANDSCAPING SERVICES" IN AN ANNUAL AMOUNT OF SEVEN HUNDRED FIFTY FOUR THOUSAND FIVE HUNDRED DOLLARS(\$754,500.00), AN AMOUNT THAT WILL EXCEED THE CITY'S ANNUAL VENDOR THRESHOLD TOTAL AMOUNT OF FIFTY THOUSAND DOLLARS (\$50,000.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

Approved under consent agenda.

8.7 RESOLUTION NO. 2024-____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A SECOND AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF DANIA BEACH AND THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR THE SOUTHEAST DRAINAGE PROJECT; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

Approved under consent agenda.

8.8 RESOLUTION NO. 2024-____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AMENDMENT TO AN AGREEMENT BETWEEN THE CITY OF DANIA BEACH AND THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR THE SW 37TH TERRACE STORMWATER IMPROVEMENT PROJECT; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

Approved under consent agenda.

8.9 RESOLUTION NO. 2024-____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AMENDMENT TO AN AGREEMENT BETWEEN THE CITY OF DANIA BEACH AND THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR LIFT STATION NO. 4; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

Approved under consent agenda.

8.10 RESOLUTION NO. 2024-____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AMENDMENT TO AN AGREEMENT BETWEEN THE CITY OF DANIA BEACH AND THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR THE SW 54TH COURT STORMWATER IMPROVEMENT PROJECT; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

Approved under consent agenda.

8.11 RESOLUTION NO. 2024-____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE THIRD AMENDMENT OF DANIA BEACH, FLORIDA, AND THE BROWARD COUNTY SHERIFF'S OFFICE FOR POLICE SERVICES DATED OCTOBER 1, 2020; AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE THE

THIRD AMENDMENT TO THE AGREEMENT FOR SUCH SERVICES; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Finance)*

Approved under consent agenda.

8.12 RESOLUTION NO. 2024-____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING AN INTERAGENCY MEMORANDUM OF UNDERSTANDING FOR THE OBLIGATION OF AMERICAN RESCUE PLAN ACT STATE AND LOCAL FISCAL RECOVERY FUNDS TOWARD THE REHABILITATION OF LIFT STATION 12, AND FURTHER AUTHORIZING MODIFICATIONS TO THE PROJECT LIST AND FUNDING ALLOCATIONS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Finance)*

Approved under consent agenda.

8.13 RESOLUTION NO. 2024-____

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 2024-25, 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. *(Information Technology)*

Approved under consent agenda.

8.14 Approval for Use of City Logo – Tamara James Foundation Thanksgiving Drive – November 26, 2024

Approved under consent agenda.

9. BIDS AND REQUESTS FOR PROPOSALS

9.1 RESOLUTION NO. 2024-____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE AWARD OF INVITATION TO BID (“ITB”) NO. 24-025, ENTITLED “DIRECTIONAL BORING AND ELECTRICAL UTILITY INSTALLATION” TO BORE TECH UTILITIES & MAINTAINANCE, INC. IN AN AMOUNT NOT TO EXCEED TWO HUNDRED AND EIGHTY-SIX THOUSAND AND SIX HUNDRED AND SEVENTY-TWO DOLLARS AND TWENTY-FIVE CENTS (\$286,672.25); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

City Attorney Boutsis read the title of the resolution.

Deputy Director of Public Services Dincer Ozaydin introduced the item.

Commissioner Ryan made a motion to approve the item. Commissioner Lewellen seconded the motion which carried unanimously on voice vote.

10. QUASI-JUDICIAL HEARINGS

10.1 RESOLUTION NO 2024-____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, PROVIDING FOR AN AMENDED BUDGET APPROPRIATION FOR FISCAL YEAR 2023-2024; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. (Finance)

City Attorney Boutsis read the title of the resolution.

Chief Financial Officer Frank DiPaolo introduced the item.

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

Commissioner Ryan made a motion to approve the item. Commissioner Lewellen seconded the motion which carried unanimously on voice vote.

11. FIRST READING ORDINANCES

11.1 ORDINANCE NO. 2024-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE EXPENDITURE OF CITY FUNDS EXCEEDING ONE MILLION DOLLARS (\$1,000,000.00) FOR THE PURCHASE OF A SMART WATER METER / ADVANCED METERING INFRASTRUCTURE (AMI) SYSTEM; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE. (Finance)

City Attorney Boutsis read the title of the resolution.

Chief Financial Officer Frank DiPaolo introduced the item.

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

Vice Mayor Salvino made a motion to approve the item. Commissioner Ryan seconded the motion which carried unanimously on voice vote.

11.2 ORDINANCE NO. 2024-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE EXPENDITURE OF CITY FUNDS EXCEEDING ONE MILLION DOLLARS (\$1,000,000.00) FOR REBUILDING LIFT STATION NO. 12; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

City Attorney Boutsis read the title of the resolution.

Deputy Director of Public Services Dincer Ozaydin introduced the item.

Mayor Davis opened the floor to public comments and the following spoke:

- Christopher Noel – 1109 West Dania Beach Blvd.

Commissioner Ryan made a motion to approve the item. Commissioner Rimoli seconded the motion which carried unanimously on voice vote.

11.3 ORDINANCE NO. 2024-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTERS 17, ENTITLED “OFFENSES – MISCELLANEOUS” TO REPEAL THE CITY’S CAMPING ORDINANCE IN ORDER TO ENFORCE THE COUNTY’S ANTI-CAMPING ORDINANCE AND PROVIDING FOR NOTICE TO THE CITY OF CAMPING VIOLATIONS; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(City Attorney)*

City Attorney Boutsis read the title of the resolution and noted this is not a public hearing. There will be public hearing on second reading.

City Attorney Boutsis introduced the item.

Commissioner Lewellen made a motion to approve the item. Commissioner Ryan seconded the motion which carried unanimously on voice vote.

12. SECOND READING ORDINANCES

None.

13. DISCUSSION AND POSSIBLE ACTION

13.1 Approval of 2025 City Commission Meeting Dates - *City Clerk*

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

14. APPOINTMENTS

None.

15. COMMISSION COMMENTS

15.1 Commissioner Lewellen

Commissioner Lewellen spoke about temporary housing for the homeless and congratulated Mayor Davis, Vice Mayor Salvino and Commissioner Rimoli and commented that she looks forward to working with everyone.

15.2 Commissioner Rimoli

Commissioner Rimoli said it will be an absolute joy to work with everyone on the Commission and staff and he looks forward to this new chapter, his service to the city and working with everyone.

15.3 Commissioner Ryan

Commissioner Ryan commented that it was a great meeting, and he looks forward to working with everyone.

15.4 Vice-Mayor Salvino

Vice Mayor Salvino congratulated Mayor Davis and Commissioner Rimoli and thanked Commissioner Lewellen and Commissioner Ryan for working so well together.

15.5 Mayor Davis

Mayor Davis thanked the team for making it a quicker meeting and said she is grateful for the support that she has received from the Administration and staff, and she believes this is going to be a great Commission to work with. She recognized the Parks and Recreation team and city staff for a spectacular holiday event. She wished everyone a Happy Thanksgiving.

16. ADJOURNMENT

Mayor Ryan adjourned the meeting at 7:36 p.m.

ATTEST:

CITY OF DANIA BEACH

ELORA RIERA, MMC
CITY CLERK

JOYCE L. DAVIS
MAYOR

Approved:

THE GREATER
DANIA BEACH
CHAMBER OF COMMERCE



*First Responders Luncheon
and Holiday Toy Drive*

MONDAY
DECEMBER

16th

11:30 AM

Marriott Dania Pointe

166 N. Compass Way

Dania Beach, FL 33004

Self Parking \$7 Valet Parking \$20

\$15 pp with New Unwrapped Toy
(no Plush Please)

\$25 pp without Toy

RSVP Required Limited Attendance

To RSVP and Pay email:

rshane@daniabeachchamber.org

SPONSORED BY:



Summer Youth Employment Program

**Application Opens
Dec. 2, 2024 at 9 a.m.**

Earn \$14 Per Hour



**If You Are Ages 16 - 18 Years Old
A Broward County Resident**

**Don't Miss This Opportunity To Launch Your Future!
Get Paid, Gain Skills, And Build Connections!**

Limited Slots, Apply Here!
www.CareerSourceBroward.com/SYEP

Find Us On:



**PRESENTED
BY:**



SCAN ME





City of Dania Beach Public Services Memorandum

DATE: 12/10/2024

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: APPROVAL TO ENTER INTO AN AGREEMENT WITH FLORIDA EAST COAST RAILWAY (FECR) FOR ENHANCE RAIL CROSSING SAFETY MEASURES

Request:

The Public Services Department (PSD) requests approval to enter into an agreement with Florida East Coast Railway (FECR) for enhancements to the rail crossings as part of the Broward County Sealed Corridor Project.

Background:

Recent studies and incident reports highlight the necessity for upgraded safety measures at multiple rail crossings within Broward County. The agreement with FECR will focus on installing supplemental safety features such as exit gates and centerline raised medians at critical crossings. These enhancements aim to deter illegal and unsafe crossing maneuvers as well as to improve safety for both vehicular and pedestrian traffic along the corridor.

Budgetary Impact

The city's total commitment for this project is \$743,679 with a federal grant match of \$594,943 and a county grant match of \$71,898. The remaining City contribution amounts to \$76,838, plus a 20 percent contingency which brings the City's total financial contribution to \$92,205. This amount will be funded from the Professional Services General Account No. 001-39-01-539-31-10.

Recommendation

PSD recommends approval to enter into an agreement with FECR for the enhancement of rail crossings.

RESOLUTION NO. 2024-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE ENTRY INTO AN AGREEMENT WITH FLORIDA EAST COAST RAILWAY (FECR) FOR ENHANCEMENTS TO RAIL CROSSINGS AS PART OF THE BROWARD COUNTY SEALED CORRIDOR PROJECT; PROVIDING FOR A BUDGETARY COMMITMENT OF NINETY-TWO THOUSAND TWO HUNDRED FIVE DOLLARS (\$92,205.00), WHICH INCLUDES A TWENTY PERCENT (20%) CONTINGENCY; ACKNOWLEDGING FEDERAL AND COUNTY GRANT MATCHES TOTALING SIX HUNDRED SIXTY-SIX THOUSAND EIGHT HUNDRED FORTY-ONE DOLLARS (\$666,841); FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, recent studies and incident reports have highlighted the necessity for upgraded safety measures at multiple rail crossings within Broward County; and

WHEREAS, the Public Services Department has identified the need to install supplemental safety features such as exit gates and centerline raised medians at critical crossings to deter unsafe and illegal crossing maneuvers and improve safety for both vehicular and pedestrian traffic along the corridor; and

WHEREAS, the City of Dania Beach has proposed to enter into an Agreement with Florida East Coast Railway (FECR) as part of the Broward County Sealed Corridor Project to enhance rail crossing safety; and

WHEREAS, the City's total commitment for this project is \$743,679.00 with a federal grant match of \$594,943.00, and a County grant match of \$71,898.00. The remaining City contribution amounts to \$76,838.00, plus a 20 percent contingency which brings the City's total financial contribution to \$92,205.00; and

WHEREAS, the Public Services Department recommends approval to enter into this Agreement, which Agreement is attached and incorporated into this Resolution as Exhibit "A", to ensure the enhanced safety and efficiency of the rail crossings within the City limits.

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 Administration to enter into an Agreement with Florida East Coast Railway (FECR) which Agreement is attached and incorporated into this Resolution as Exhibit “A”, for enhancements to rail crossings within the Broward County Sealed Corridor Project at a total City financial commitment of Ninety-Two Thousand Two Hundred Five Dollars (\$92,205.00) which includes a 20% contingency.

Section 3. Funds will be allocated from the Professional Services General Account No. 001-39-01-539-31-10 with additional support from a federal grant match of Five Hundred Ninety-Four Thousand Nine Hundred Forty-Three Dollars (\$594,943.00) and a county grant match of Seventy-One Thousand Eight Hundred Ninety-Eight Dollars (\$71,898.00).

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 _____, 2024.

Motion by _____, second by _____.

FINAL VOTE ON ADOPTION: Unanimous _____

Yes No

Commissioner Lori Lewellen _____

Commissioner Luis Rimoli _____

Commissioner Archibald J. Ryan IV _____

Vice Mayor Marco Salvino _____

Mayor Joyce L. Davis _____

ATTEST:

ELORA RIERA, MMC
CITY CLERK

JOYCE L. DAVIS
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

1 **GRANT PARTICIPATION AND REIMBURSEMENT AGREEMENT FOR THE**
2 **IMPLEMENTATION OF THE RAILROAD CROSSING ELIMINATION PROGRAM GRANT**
3 **BROWARD COUNTY SEALED CORRIDOR PROJECT ALONG THE FLORIDA EAST COAST**
4 **RAILWAY AND BRIGHTLINE CORRIDOR WITHIN BROWARD COUNTY, FLORIDA**
5

6 **THIS AGREEMENT** is made as of this ____ day of _____, 2024, by and
7 between Brightline Trains Florida LLC, a Delaware limited liability company, ("Brightline" or
8 "Contractor"), and the Cities of Dania Beach, a Florida municipal corporation, Fort Lauderdale, a
9 Florida municipal corporation, Pompano Beach, a Florida municipal corporation, Hallandale
10 Beach, a Florida municipal corporation, Hollywood, a Florida municipal corporation, and Wilton
11 Manors, a Florida municipal corporation, (the "Cities") and Broward County, Florida, a political
12 subdivision of the state of Florida (the "County").

13 **WHEREAS**, Brightline is a subrecipient of the Federal Railroad Administration (the "FRA")
14 funds (the "Grant Funds") being provided by the Broward Metropolitan Planning Organization
15 ("BMPO"), pursuant to a Subrecipient Agreement for the construction of certain safety
16 improvements along the rail corridor owned by the Florida East Coast Railway, L.L.C. ("FECR"),
17 and Brightline located within Broward County, Florida, (the "Subrecipient Agreement"), which is
18 more particularly described in Exhibit A, which is attached hereto and incorporated by reference
19 (the "Project"); and

20 **WHEREAS**, Brightline has agreed to design and construct the railroad crossings identified
21 in Exhibit B (the "Improvements").

22 **WHEREAS**, the County and the Cities have agreed to provide certain funding (the "Local
23 Match") for the design and construction of the Improvements as set forth in Exhibit C; and

24 **WHEREAS**, the BMPO has agreed to provide administrative support for the Project,
25 including but not limited to processing invoices for the County and Cities' Local Match
26 contributions.

27 **NOW, THEREFORE**, for and inconsideration of the mutual covenants contained herein
28 and other good and valuable consideration, the receipt and sufficiency of which is hereby
29 acknowledged, Brightline, the BMPO, the Cities, and the County (collectively the "Parties") agree
30 as follows:

31 1. Brightline will design and construct the Improvements identified in Exhibit B, which
32 is attached hereto and incorporated herein by reference. Exhibit B sets forth the Improvements
33 that will be made on County property (the "County Improvements") and each of the Cities' Property
34 (collectively the "City Improvements").

35 2. Eighty percent (80%) of the cost of the Improvements shall be paid from the Grant
36 Funds. The remaining twenty percent (20%) of the cost of the Improvements shall be paid by the
37 County and the Cities (the "Local Match"). The amounts to be paid by the County and each City
38 are set forth more particularly in Exhibit C, which is attached hereto and incorporated herein by
39 reference.

40 3. The Term of this Agreement shall commence on execution of both this Agreement
41 and the Subrecipient Agreement in substantially the form attached hereto in Exhibit A by all parties
42 to such agreements and shall terminate upon the earlier of the expiration of the Budget Period

43 under the Grant Agreement between BMPO and FRA, but no later than December 31, 2029, or
44 the termination of the Subrecipient Agreement. If the Subrecipient Agreement is not executed in
45 substantially the same form attached hereto in Exhibit A and such changes are not approved, in
46 writing, by the County and each of the Cities within thirty (30) days after the full execution of the
47 Subrecipient Agreement, then the obligations and rights contained in this Agreement shall not
48 commence and this Agreement shall terminate without liability by or to any party.

49 4. Prior to Brightline issuing Requests for Proposals from Contractors, Brightline shall
50 submit the Final Design to the BMPO, County and Cities for their approval as provided herein.
51 Each respective crossing agreement holder (each an Authority Having Jurisdiction, "AHJ") will
52 have the right to comment on the Final Design for improvements within its own right-of-way. Final
53 Design improvements made within Florida East Coast Railway's ("FECR") right-of-way will not be
54 subject to the approval of the applicable AHJ, except to confirm that the improvements within
55 FECR's right-of-way substantially conform to the description of such improvements on Exhibit B.
56 All comments on Final Design shall be provided to Brightline within fifteen (15) calendar days.
57 Failure to provide comments within the provided timeline shall be deemed to be acceptance of
58 the Final Design.

59 5. Upon receipt of final bids for the Project and prior to executing the construction
60 contracts, Brightline will advise the BMPO, County and Cities whether the Grant Funds and the
61 Local Match will be sufficient to complete the Project and maintain the budgeted contingency
62 percentages for the respective County and City Improvements. The County's Local Match for the
63 Cities' Improvements (i.e., \$1,398,886.00) detailed in Exhibit C may be recalculated and
64 redistributed as set forth in an Amended Exhibit C to achieve the budgeted percentages for the
65 cost of Improvements for the County and each City. Brightline will work with BMPO, the County
66 and applicable Cities for all parties' approval of the recalculation and redistribution prior to
67 Brightline executing a construction contract.

68 6. Prior to commencing any construction work on the Project contemplated in the
69 Subrecipient Agreement, Brightline shall cause qualified contractor or contractors performing
70 construction work on the Project to furnish a payment bond and a performance bond as required
71 under Section 255.05, Florida Statutes, including a rider naming each AHJ as an additional
72 obligee, in a penal sum of no less than the full amount of the cost for the construction work of the
73 portions of the Project located on property owned by each AHJ ("Payment and Performance
74 Bonds"). The Payment and Performance Bonds shall guarantee to each AHJ the completion and
75 performance of construction work to be performed under the Project and full payment of all
76 suppliers, material providers, laborers, and subcontractors of all tiers employed under this Project.
77 The bond shall be with a surety company that is qualified under Section 255.05, Florida Statutes.
78 Brightline shall ensure that the Payment and Performance Bond is recorded in the public records
79 of Broward County and provide each AHJ with evidence of such recording as a precondition to
80 commencing any Project construction work.

81 7. Brightline shall require that each contract and subcontract with a qualified
82 contractor hired to perform construction work on the Project include a provision naming each AHJ
83 as a third-party beneficiary for any portion of such contract or subcontract relating to
84 improvements within such AHJ's property or right-of-way. Brightline shall furnish each AHJ a
85 copy of such contract or subcontract upon request by the applicable AHJ prior to authorizing any
86 construction work to be commenced on such AHJ's property or right-of-way. In the alternative to
87 contractual language naming each AHJ as an intended third-party beneficiary, Brightline may
88 ensure that each contractor obtain a policy of insurance covering claims brought by Brightline
89 and/or an AHJ relating to construction defects for work performed by such Contractor (and all

applicable subcontractors) with a term covering a period of time equal to seven (7) years after the final completion and acceptance of the construction work, with each AHJ named as an additional insured under such policy for construction work located on property owned by AHJ or within the AHJ's right-of-way.

8. As set forth in Exhibit C, the County shall pay Brightline an amount not to exceed \$966,114 for design and construction of the County Improvements ("County Funds"). Brightline shall submit to the BMPO and the County monthly invoices specifying the work performed during the preceding month on each County Improvement. The BMPO shall be responsible to ensure monthly invoices are submitted to the County for twenty percent (20%) of the cost for such work. The County shall have the right to review and comment on the monthly invoices for accuracy of the distribution of payment between Grant Funds, County Funds, County Overage, and Cities' Local Match. The County shall provide its comments, if any, for the monthly invoices within five (5) business days from the BMPO's receipt of the monthly invoice. The County shall pay the undisputed invoice amounts within thirty (30) days of the BMPO's receipt of an invoice. Within sixty (60) days after final completion of a County Improvement, Brightline will provide the BMPO with a final invoice. The BMPO shall then submit monthly invoices to the County for twenty percent (20%) of the cost of the final invoice. The County shall pay the undisputed amount of the invoices within thirty (30) days thereafter.

9. If at any time Brightline becomes aware that the cost of completion of the County Improvements may result in the County being invoiced for an amount that is more than its portion of the Local Match for the County Improvements ("County Overage"), then Brightline shall promptly notify the BMPO and the County. Prior to execution of an agreement (Contract, Change Order, etc.) that will exceed the County Overage, Brightline will work with its contractors, BMPO and the County to provide best industry practice solutions to mitigate the County Overage to the greatest extent possible. Brightline shall not perform any work or incur any costs with respect to the County Improvements that result in a County Overage without the County's written agreement. If the County approves an expenditure with respect to a County Overage, Brightline shall submit invoices for the County Overage to the BMPO and the County. If the County does not approve an expenditure with respect to a County Overage, Brightline shall have the right to stop work and/or, to the extent approved by FRA, modify the scope of the County Improvements to keep the County Improvements within the allocated budget for the Project. If Brightline elects to stop work on the applicable County Improvement because a modification of the scope has not been approved by the FRA and the County, Brightline shall return the applicable crossing to a usable condition. Costs incurred to return the applicable crossing to a usable condition are reimbursable under the terms of this Agreement. If an expenditure that includes a County Overage is approved as provided in this section, the BMPO shall submit a prorated invoice for the approved County Overage to each City, which shall be paid by the Cities with any available City contingency funds to satisfy the cost of the County Overage. Each City shall pay the undisputed invoice amounts within thirty (30) days of the BMPO's receipt of an invoice. Upon exhaustion of all City contingency funds, BMPO shall submit any remaining invoices for a County Overage to the County. The County shall pay the undisputed invoice amounts within thirty (30) days of the BMPO's receipt of an invoice.

10. As set forth in Exhibit C, as may be amended, the County shall pay Brightline an amount not to exceed \$1,398,886 ("County's Local Match") towards completion of the City Improvements and each City shall pay an amount not to exceed its funding of the City Improvements (the "Cities' Local Match"). Brightline shall submit to the BMPO and each City monthly invoices for work performed during the preceding month on each City Improvement. The

BMPO shall be responsible to ensure monthly invoices are submitted to each City in which the work was performed. The Cities shall have the right to review and comment on the monthly invoices for accuracy of the distribution of payment between Grant Funds, County Funds, County Overage, and Cities' Local Match. The Cities shall provide its comments, if any, for the monthly invoices within five (5) business days from the Cities' receipt of the monthly invoice. The Cities shall pay the amount of such invoices until each City's Local Match for their respective Improvements, as set forth on Exhibits B and C, is exhausted. Once such funding is exhausted, the BMPO shall submit remaining invoice amounts for the City Improvements to the County, which shall pay the undisputed amounts of such invoices within thirty (30) days of the BMPO's receipt of invoice, provided that the County shall not be obligated to pay more than a total of \$1,398,886 for the City Improvements. The process for submission and payment of final invoices set forth in Paragraph 4 shall also apply to the City Improvements.

11. If Brightline at any time learns or determines that County's portion of the cost of completion of the City Improvements may exceed the County's Local Match of \$1,398,886 ("City Overage") then Brightline shall promptly notify the BMPO, the County and the applicable City. Prior to execution of an agreement (Contract, Change Order, etc.) that will exceed the County's Local Match, Brightline will work with its contractors, the County, and the applicable City to provide best industry practice solutions to mitigate the City Overages to the greatest extent possible. If the City does not approve an expenditure with respect to a City Overage, Brightline shall have the right to stop work and/or, to the extent approved by FRA, modify the scope of the City Improvements to keep the City Improvements within the allocated budget for the Project. If Brightline elects to stop work on the applicable City Improvement because a modification of the scope has not been approved by the FRA, the City, and the County Brightline shall return the applicable crossing to a usable condition. Costs incurred to return the applicable crossing to a usable condition are reimbursable under the terms of this Agreement. If an expenditure that includes a City Overage is approved as provided in this section, the BMPO shall submit an invoice for the approved City Overage to each applicable City, which shall be paid by the applicable City with any available City contingency funds to satisfy the cost of the City Overage. Each City shall pay the undisputed invoice amounts within thirty (30) days of the BMPO's receipt of an invoice. All costs for the City Overages shall be paid by each City using City Contingency funds as set forth in Exhibit C. In no event shall the County be obligated to pay any share of the increased costs of City Overages absent a written agreement between the County, the Cities, and Brightline. In no event shall any City be obligated to pay any funds beyond the Cities' Local Match and Cities' Contingency that absent a written agreement between that City and Brightline

12. If the BMPO, County, or any City fails to make a payment to Brightline in accordance with the terms and conditions of this Agreement or the Subrecipient Agreement (as to Brightline) (a "Non-Paying Party") for an invoice that BMPO, a City, or the County has not disputed as described in Paragraph 8 or 10, which failure is not cured within twenty (20) days after delivery of written notice of lack of payment from Brightline to the Non-Paying Party, then Brightline shall have the right to temporarily stop work on the portion of the Project for which payment has not been made. Brightline shall have the right to receive payment for any undisputed amounts then due and payable to Brightline for work performed prior to the date of the notice from the Non-Paying Party, and Brightline will continue to work on, and be entitled to payment for, the remainder of the Project until completion.

13. Brightline will be responsible for obtaining all permits or other authorizations necessary for construction and installation of the Project. The County and the Cities each agree

184 to cooperate with Brightline with respect to the necessary permits for the Project, and each will
185 waive all applicable permitting fees and any requirements to furnish a security instrument,
186 payment bond, or performance bond associated with the portion of the Project in each such party's
187 respective jurisdiction.

188 14. The Project intends to hire a Construction Engineering and Inspection ("CEI")
189 consultant to perform independent inspections of the Improvements. The CEI will provide a
190 certification with each monthly invoice to the BMPO, County and Cities declaring the payment is
191 accurate, and the Work has been done in accordance with the Contract Documents. If the County
192 and/or the Cities desire to conduct any independent and/or final inspections for Improvements in
193 connection with permits issued by the County and the Cities, the inspection shall be performed
194 within fifteen (15) business days after receiving written notification from Brightline that specific
195 portions of the Improvements are complete. The County or the Cities, as applicable, shall notify
196 Brightline of any deficiencies resulting from such independent inspections on behalf of the County
197 and the Cities within three (3) business days after such inspection. Brightline will cooperate with
198 the County and the Cities to resolve any deficiencies found during these independent inspections.
199 For the avoidance of doubt, Brightline and its contractors shall not be liable for the cost to repair
200 any damage to the Improvements or any infrastructure within the Project limits caused by any
201 third-party at any time before, during, or after the construction of the Project, except to the extent
202 solely caused by the negligent or willful act or omission of Brightline or its contractors.

203 15. Prior to the commencement of the construction of the Project, the Cities and
204 County shall enter into independent and separate crossing agreements or crossing agreement
205 amendments to existing crossing agreements with FECR. The crossing agreements, or crossing
206 agreement amendments, as the case may be, for each crossing to be improved as part of the
207 Project will require the applicable City or County, as the roadway owner, to bear the cost of
208 maintaining the applicable Improvements and to name Brightline as an intended third-party
209 beneficiary of each such agreement solely for the purpose of construction of the Improvements.

210 The County and the Cities may audit the books, records, and accounts of Brightline that are
211 related to this Agreement. Brightline shall keep such books, records, and accounts as may be
212 necessary in order to record complete and correct entries related to this Agreement. Brightline
213 shall preserve and make available, at reasonable times for examination and audit by the County
214 and the Cities all financial records, supporting documents, statistical records, and any other
215 documents pertinent to this Agreement for the required retention period of the Florida Public
216 Records Act (Chapter 119, Florida Statutes) and corresponding retention schedules, or for a
217 minimum of three (3) years after expiration or termination of this Agreement, whichever is longer.
218 If any audit has been initiated and audit findings have not been resolved at the end of the retention
219 period or three (3) years, whichever is longer, the books, records, and accounts shall be retained
220 until resolution of the audit findings. If a public records request is made to County or one or more
221 Cities for any Brightline records related to this Agreement, then the County or Cities to which the
222 request is made shall determine whether such records must be provided in response to the
223 request pursuant to the Florida Public Records Act, in which case Brightline shall comply with all
224 requirements thereof. If Brightline receives a request for the County's or one or more Cities' public
225 records regarding this Agreement, Brightline will promptly notify the applicable Party in writing
226 and provide all requested records to the County or Cit(ies) (as applicable), to enable that entity to
227 timely respond to the public records request.

**IF BRIGHTLINE HAS QUESTIONS REGARDING THE APPLICATION OF
CHAPTER 119, FLORIDA STATUTES, REGARDING ITS DUTY TO
PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT,
CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE COUNTY
OR CITIES, AS APPLICABLE, AT THEIR ADDRESS OF RECORD FOR
NOTICES AS PROVIDED IN THIS AGREEMENT.**

16. Brightline shall indemnify, defend (with counsel reasonably acceptable to the County or any City, as the case may be) and hold harmless the County and the Cities and their current, past, and future officers and employees (collectively, "Indemnified Parties"), from any and all claims, actions, suits, demands, losses, liabilities, damages, costs, and expenses (including reasonable attorneys' fees and expenses) (collectively, "Claims"), asserted by a third party against one or more Indemnified Party to the extent the Claim was caused by the negligence, recklessness, or intentional misconduct of Brightline or persons employed or utilized by Brightline in the performance of this Agreement, including but not limited to Brightline's subcontractors, sub-subcontractors, materialmen, or agents of any tier, or any of their respective employees, agents, or representatives. This indemnification shall survive the term of this Agreement. Brightline shall, and shall cause its contractors to, name the County and the Cities as additional insureds on all liability insurance policies to be carried pursuant to the Subrecipient Agreement.

17. Any communication, notice, or demand of any kind whatsoever that a party to this Agreement may be required or may desire to serve on any other party to this Agreement must be in writing and delivered by personal service (including express or courier service with receipt of acknowledgement of delivery) or by registered or certified mail, postage prepaid, return receipt requested, or by a national recognized overnight delivery service, in each case to the recipient party at the address for notice set forth on Exhibit D attached hereto. Without requiring an amendment to this Agreement, any party may change its address for notice by written notice given to the other Parties in the manner provided in this Section. Any such communication, notice, or demand will be deemed to have been duly given or served on the date personally served, if by personal service with a written receipt of acknowledgment of delivery; three (3) days after being placed in the U.S. Mail (certified), if mailed; or one (1) day after being delivered to an overnight delivery service, if sent by overnight delivery with acknowledgement of delivery.

18. Except as expressly provided in the Subrecipient Agreement, this Agreement constitutes the entire agreement between the Parties with respect to its subject matter, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Parties with respect to this Agreement. No prior written contemporaneous oral promises or representations shall be binding. This Agreement shall not be amended except by written instrument signed by all Parties.

19. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of this Agreement shall be in the courts in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida.

IN WITNESS WHEREOF, Brightline, Broward County, and the cities of Fort Lauderdale, Dania Beach, Pompano Beach, Hallandale Beach, Hollywood, and Wilton Manors execute this Agreement as follows:

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WITNESSES:

Brightline Trains Florida LLC

By:

Print Name: _____

Patrick Goddard, President

Print Name: _____

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Broward County

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By: _____
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294 By: _____
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This ____ day of _____, 2024.

298 Attest:
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302 By: _____
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(SEAL)

305
306 APPROVED AS TO FORM AND LEGAL

307 SUFFICIENCY:
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municipal City of Pompano Beach, a Florida corporation

By: _____

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By: _____
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This ____ day of _____, 2024.

Attest:

By: _____

(SEAL)

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:

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**City of Wilton Manors, a Florida municipal
corporation**

By: _____
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By: _____
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This ____ day of _____, 2024.

Attest:

By: _____

(SEAL)

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:

By: _____

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municipal City of Fort Lauderdale, a Florida corporation

By: _____
_____.

By: _____
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This ____ day of _____, 2024.

Attest:

By: _____

(SEAL)

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:

By: _____

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**City of Dania Beach, a Florida municipal
corporation**

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By: _____
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By: _____
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This ____ day of _____, 2024.

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403 Attest:

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407 By: _____
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(SEAL)

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411 APPROVED AS TO FORM AND LEGAL

412 SUFFICIENCY:

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414 By: _____

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**City of Hollywood, a Florida municipal
corporation**

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By: _____
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425 By: _____
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This ____ day of _____, 2024.

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429 Attest:

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433 By: _____
434 _____

(SEAL)

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437 APPROVED AS TO FORM AND LEGAL

438 SUFFICIENCY:

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440 By: _____

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**City of Hallandale Beach, a Florida
municipal corporation**

By: _____
_____.

By: _____
[]

This ____ day of _____, 2024.

Attest:

By: _____

(SEAL)

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:

By: _____

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Exhibit "A" - Subrecipient Agreement (To be attached)

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Exhibit "B" – Improvements

Crossing ID	RailRoad	Street	Milepost	City	Crossing Infrastructure Maintenance Agreement Holder	Centerline Raised Median	Exit Gate
272519P	FEC	COPANS RD	331.1	POMPANO BEACH	BROWARD COUNTY	Existing (East Side)	Proposed RCEP (West Side)
272528N	FEC	NE 6TH ST	332.77	POMPANO BEACH	CITY OF POMPANO BEACH		Proposed RCEP (Both Sides)
272531W	FEC	NE 3RD ST	332.97	POMPANO BEACH	CITY OF POMPANO BEACH		Proposed RCEP (Both Sides)
272534S	FEC	SW 2ND ST	333.31	POMPANO BEACH	CITY OF POMPANO BEACH	Proposed RCEP (East Side)	Proposed RCEP (West Side)
272535Y	FEC	SW 6TH ST	333.79	POMPANO BEACH	BROWARD COUNTY		Proposed RCEP (Both Sides)
272870B	FEC	NE 56TH ST	335.63	OAKLAND PARK	BROWARD COUNTY	Proposed RCEP (East Side)	Proposed RCEP (West Side)
272546L	FEC	NE 24TH ST	338.3	WILTON MANORS	CITY OF WILTON MANORS		Proposed RCEP (Both Sides)
272547T	FEC	NE 17TH CT	338.8	FORT LAUDERDALE	CITY OF FT. LAUDERDALE	Proposed RCEP (Both Sides)	
272558F	FEC	SW 5TH ST	341.45	FORT LAUDERDALE	CITY OF FT. LAUDERDALE		Proposed RCEP (Both Sides)
272559M	FEC	SW 6TH ST	341.56	FORT LAUDERDALE	CITY OF FT. LAUDERDALE		Proposed RCEP (Both Sides)
272560G	FEC	SW 7TH ST	341.67	FORT LAUDERDALE	CITY OF FT. LAUDERDALE		Proposed RCEP (Both Sides)
272564J	FEC	SW 17TH ST	342.55	FORT LAUDERDALE	CITY OF FT. LAUDERDALE	Existing (Both Sides)	Proposed RCEP (East Side)
272566X	FEC	SW 22ND ST	342.96	FORT LAUDERDALE	CITY OF FT. LAUDERDALE	Proposed RCEP (East Side)	Proposed RCEP (West Side)
272572B	FEC	OLD GRIFFIN RD	345.44	DANIA BEACH	BROWARD COUNTY	Proposed RCEP (East Side)	Proposed RCEP (West Side)
272573H	FEC	NW 1ST ST	345.81	DANIA BEACH	CITY OF DANIA BEACH	Proposed RCEP (East Side)	Proposed RCEP (West Side)
272576D	FEC	DIXIE HWY	347.08	DANIA BEACH	BROWARD COUNTY		Proposed RCEP (Both Sides)
272582G	FEC	GARFIELD ST	348.07	HOLLYWOOD	CITY OF HOLLYWOOD	Proposed RCEP Crossing Closure	
272584V	FEC	JOHNSON ST	348.27	HOLLYWOOD	CITY OF HOLLYWOOD		Proposed RCEP (Both Sides)
272589E	FEC	WASHINGTON ST	349.29	HOLLYWOOD	CITY OF HOLLYWOOD		Proposed RCEP (Both Sides)
272591F	FEC	NE 3RD ST	350.3	HALLANDALE BEACH	CITY OF HALLANDALE BEACH		Proposed RCEP (Both Sides)
272593U	FEC	SE 3RD ST	350.81	HALLANDALE BEACH	CITY OF HALLANDALE BEACH		Proposed RCEP (Both Sides)

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Exhibit "C" – Local Match Budget Estimate

Local Government	Cost Estimates of Improvements	80% Federal	20% Local Match	County's Local Match	Cities' Local Match	Cities' Contingency	Cities' Total
Dania Beach	\$ 743,679	\$ 594,943	\$ 148,736	\$ 71,898	\$ 76,838	\$ 15,368	\$ 92,205
Fort Lauderdale	\$ 5,453,436	\$ 4,362,749	\$ 1,090,687	\$ 527,231	\$ 563,456	\$ 112,691	\$ 676,147
Pompano Beach	\$ 2,854,517	\$ 2,283,614	\$ 570,903	\$ 275,971	\$ 294,932	\$ 58,986	\$ 353,919
Hallandale Beach	\$ 1,679,103	\$ 1,343,282	\$ 335,821	\$ 162,334	\$ 173,487	\$ 34,697	\$ 208,184
Hollywood	\$ 2,668,140	\$ 2,134,512	\$ 533,628	\$ 257,952	\$ 275,676	\$ 55,135	\$ 330,811
Wilton Manors	\$ 1,070,555	\$ 856,444	\$ 214,111	\$ 103,500	\$ 110,611	\$ 22,122	\$ 132,733
Total Cities:	\$ 14,469,430	\$ 11,575,544	\$ 2,893,886	\$ 1,398,886	\$ 1,495,000	\$ 299,000	\$ 1,794,000
Broward County	\$ 4,830,569	\$ 3,864,455	\$ 966,114	\$ 966,114			
Grand Total:	\$ 19,299,998	\$ 15,439,999	\$ 3,860,000	\$ 2,365,000	\$ 1,495,000		



City of Dania Beach Public Services Memorandum

DATE: 12/10/2024

TO: Mayor and Commissioners

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

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

**SUBJECT: AUTHORIZATION TO EXECUTE A SECOND AMENDMENT OF
BROWARD COUNTY'S TRANSIT MAINTENANCE AGREEMENT FOR
RETROACTIVELY PROVIDING THE INSTALLATION OF SIXTEEN (16)
ADDITIONAL BUS STOP SHELTERS**

Request:

The Public Services Department (PSD) requests the adoption of a resolution authorizing the execution of a Second Amendment to the Broward County Transit Maintenance Agreement for retroactively providing for the installation of an additional sixteen (16) bus shelters.

Background:

On August 16, 2011, the City entered into an Agreement with Broward County to provide maintenance of (28) bus stop shelters within the city limits via Resolution 2011-062. In 2023, a First Amendment was adopted via Resolution 2023-038, for the City to maintain (10) additional bus stop shelters, which were installed by Broward County. The county has recently installed (16) additional bus shelters, which will be maintained by the City; therefore, Second Amendment approval is being requested retroactively. See attached as "Exhibit A".

Below is the list of the additional 16 bus shelters that the City will be maintaining.

109	US1	SE 1 ST	NB	F	S	Y	Y	Y	STATE
445	ANGLERS AVE	GRIFFIN RD	SB	F	S	Y	Y	Y	COUNTY

448	ANGLERS AVE	TIGERTAIL BLVD	SB	N	S	Y	Y	Y	COUNTY
449	ANGLERS AVE	STIRLING RD	SB	N	S	Y	Y	Y	COUNTY
454	PHIPPEN RD	SW 2 TERR	SB	N	S	Y	Y	Y	LOCAL
456	PHIPPEN RD	SW 4 ST	SB	N	S	Y	Y	Y	LOCAL
2949	US1	NW 1 ST	SB	N	S	Y	Y	Y	STATE
4758	ANGLERS AVE	TIGERTAIL BLVD	NB	F	S	Y	Y	Y	COUNTY
4951	SR84	SW 25 TERR	WB	N	L	Y	Y	Y	STATE
4952	SR84	SECRET WOODS	WB	INFR	L	Y	Y	Y	STATE
4960	SW 30 AVE	SW 46 CT	SB	N	L	Y	Y	Y	LOCAL
4961	GRIFFIN RD	SW 29 TERR	EB	F	S	Y	Y	Y	STATE
4962	GRIFFIN RD	SW 28 TERR	EB	F	S	Y	Y	Y	STATE
4968	ANGLERS AVE	GULFSTREAM WAY	NB	F	S	Y	Y	Y	COUNTY
4981	SR84	SW 30 AVE	EB	F	S	Y	Y	Y	STATE
4982	SR84	SW 26 TERR	EB	F	S	Y	Y	Y	STATE

Budgetary Impact

There is no budgetary impact on this item at this time, as current Streets Division staff will provide litter control and waste dispenser maintenance to the added shelters.

Recommendation

PSD recommends the City Commission adopt a resolution authorizing the execution of the Broward County's Transit Maintenance Second Amendment to the agreement for retroactively providing for the installation of an additional sixteen (16) bus stop shelters.

RESOLUTION NO. 2024 - _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A SECOND AMENDMENT OF THE AGREEMENT WITH BROWARD COUNTY FOR MAINTENANCE OF BUS SHELTERS, RETROACTIVELY PROVIDING FOR THE INSTALLATION OF AN ADDITIONAL SIXTEEN (16) BUS STOP SHELTERS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on August 16, 2011, pursuant to Resolution No. 2011-062, the City entered into an Agreement with Broward County providing for the furnishing, installation, and maintenance of 28 City bus shelters; and

WHEREAS, on April 25, 2023, the City Commission authorized the First Amendment to the Agreement with Broward County providing for ten (10) new bus stop shelters and updates to the amenities of four (4) existing locations; and

WHEREAS, the parties now desire to enter into a Second Amendment to the Agreement providing for retroactive approval of sixteen (16) additional bus stop shelters that have already been installed, further providing for maintenance of the bus stop shelters by the City in perpetuity, which Amendment is attached as "Exhibit A," and incorporated into this Resolution by this reference; and

WHEREAS, the City Administration recommends that the City Commission authorize execution of the Second Amendment to ensure the continued maintenance and upkeep of all 54 bus shelters, in the best interest of the City and its residents.

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 the Second Amendment to the Agreement with Broward County, attached as Exhibit "A", providing for retroactive approval of the installation of sixteen (16) additional bus stop shelters at the following locations:

STOPID	MAIN_STREET	CROSS_STREET	DIRECTION	LOCATION	SHELTERTYPE	BENCHTYPE	TRASHBIN	BIKERACK	ROW
109	US1	SE 1 ST	NB	F	S	Y	Y	Y	STATE
445	ANGLERS AVE	GRIFFIN RD	SB	F	S	Y	Y	Y	COUNTY
448	ANGLERS AVE	TIGERTAIL BLVD	SB	N	S	Y	Y	Y	COUNTY
449	ANGLERS AVE	STIRLING RD	SB	N	S	Y	Y	Y	COUNTY
454	PHIPPEN RD	SW 2 TERR	SB	N	S	Y	Y	Y	LOCAL
456	PHIPPEN RD	SW 4 ST	SB	N	S	Y	Y	Y	LOCAL
2949	US1	NW 1 ST	SB	N	S	Y	Y	Y	STATE
4758	ANGLERS AVE	TIGERTAIL BLVD	NB	F	S	Y	Y	Y	COUNTY
4951	SR84	SW 25 TERR	WB	N	L	Y	Y	Y	STATE
4952	SR84	SECRET WOODS	WB	INFR	L	Y	Y	Y	STATE
4960	SW 30 AVE	SW 46 CT	SB	N	L	Y	Y	Y	LOCAL
4961	GRIFFIN RD	SW 29 TERR	EB	F	S	Y	Y	Y	STATE
4962	GRIFFIN RD	SW 28 TERR	EB	F	S	Y	Y	Y	STATE
4968	ANGLERS AVE	GULFSTREAM WAY	NB	F	S	Y	Y	Y	COUNTY
4981	SR84	SW 30 AVE	EB	F	S	Y	Y	Y	STATE
4982	SR84	SW 26 TERR	EB	F	S	Y	Y	Y	STATE

Section 3. That the City agrees to provide maintenance of the additional bus stop shelters for perpetuity, or for as long as the Agreement and subsequent Amendments are in effect.

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 _____, 2024.

Motion by _____, second by _____.

FINAL VOTE ON ADOPTION: Unanimous _____

Yes No

Commissioner Lori Lewellen _____

Commissioner Luis Rimoli _____

Commissioner Archibald J. Ryan IV _____

Vice Mayor Marco Salvino _____

Mayor Joyce L. Davis _____

ATTEST:

ELORA RIERA, MMC
CITY CLERK

JOYCE L. DAVIS
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS



**SECOND AMENDMENT TO AGREEMENT BETWEEN
BROWARD COUNTY AND THE CITY OF DANIA BEACH
FOR MAINTENANCE OF BUS SHELTERS**

This Second Amendment ("Second Amendment") modifies the agreement between Broward County (the "County") and the City of Dania Beach, a municipal corporation (the "Municipality") (each a "Party" and collectively referred to as the "Parties").

RECITALS

A. On August 16, 2011, the Parties entered into an agreement ("Original Agreement"), wherein County agreed to install certain bus shelters within the jurisdictional limits of Municipality and, in consideration for County incurring the costs associated with the acquisition and installation of the bus shelters, Municipality agreed to provide perpetual maintenance of the bus shelters at Municipality's sole cost and expense.

B. On May 4, 2023, the Parties entered into a First Amendment to the Original Agreement, whereby County agreed to acquire and install an additional ten (10) bus shelters within the jurisdictional limits of the Municipality, and Municipality agreed to provide for the perpetual maintenance of these additional bus shelters at Municipality's sole cost and expense. The Original Agreement and First Amendment are collectively referred to as the "Agreement."

C. The Parties desire to further modify the Agreement to provide a current list of all bus shelters that Municipality has obligated itself to provide perpetual maintenance at its sole cost and expense pursuant to the Agreement.

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

1. The above Recitals are true and correct and are incorporated herein by reference. All capitalized terms not expressly defined in this Second Amendment retain their meanings as defined in the Agreement.

2. Except as modified in this Second Amendment, all remaining provisions in the Agreement shall remain in full force and effect.

3. Exhibit A to the Agreement is hereby deleted and replaced with Exhibit A to this Second Amendment, which identifies all bus shelters within Municipality (whether procured by County or others) that Municipality has agreed to perpetually maintain at its sole cost and expense in accordance with the terms of the Agreement.

4. If there is any conflict or ambiguity between this Second Amendment and the Agreement, the Parties agree that this Second Amendment shall control. The Agreement, as

amended herein by this Second Amendment, incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein, and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter hereof that are not contained in the Agreement as amended in this Second Amendment. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

5. Preparation of this Second Amendment has been a joint effort of the Parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than any other.

6. The Parties agree and acknowledge that through the effective date of this Second Amendment, Municipality has no claims against County with respect to any of the matters covered by the Agreement.

7. The effective date of this Second Amendment shall be the date of complete execution by the Parties.

8. This Second Amendment may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

[Remainder of this page is intentionally left blank]

IN WITNESS WHEREOF, the Parties hereto have made and executed this Second Amendment to Agreement: Broward County through its Board of County Commissioners, signing by and through its County Administrator, authorized to execute same by Board action on April 6, 2021 (Agenda Item 16), and the City of Dania Beach, signing by and through its Mayor, duly authorized to execute same.

BROWARD COUNTY

BROWARD COUNTY, by and through
its County Administrator

By _____
Monica Cepero

____ day of _____, 2024

Approved as to form by
Andrew J. Meyers
Broward County Attorney
115 South Andrews Avenue, Suite 423
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600

By _____
Gavin P. Rynard (Date)
Assistant County Attorney

By _____
Nathaniel A. Klitsberg (Date)
Transportation Surtax General Counsel

NK/gpr
Dania Beach Maintenance Agreement – Second Amendment
11/01/2024
1132114.1

**SECOND AMENDMENT TO AGREEMENT BETWEEN
BROWARD COUNTY AND THE CITY OF DANIA BEACH
FOR MAINTENANCE OF BUS SHELTERS**

MUNICIPALITY

CITY OF DANIA BEACH

WITNESS:

(Signature)

(Print Name of Witness)

(Signature)

(Print Name of Witness)

By _____
MAYOR

____ day of _____, 20__

Approved as to form:

By _____
City Attorney

EXHIBIT A
List of Existing Bus Shelters

Summary of Work

Exhibit A is a replacement showing all existing bus shelters with current components. Modifications to the shelter components in the Agreement are identified in bold and underline.

STOP ID	MAIN_STREET	CROSS_STREET	DIRECTION	LOCATION	SHELTERTYPE	BENCHTYPE	TRASHBIN	BIKERACK	ROW
14	US1	OLD GRIFFIN RD	SB	F	<u>Y</u>	Y	Y	<u>Y</u>	STATE
17	US1	DANIA BEACH BLVD	SB	F	M	Y	Y	Y	STATE
18	US1	SW 1 ST	SB	F	M	Y	Y	Y	STATE
19	US1	STIRLING RD	SB	F	M	Y	Y	<u>Y</u>	STATE
20	US1	SW 3 ST	SB	N	<u>Y</u>	Y	Y	<u>Y</u>	STATE
22	US1	DIXIE HWY	SB	N	M	N	Y	N	STATE
24	US1	SW 11 ST	SB	F	N	Y	Y	N	STATE
102	US1	SE 14 ST	NB	N	<u>Y</u>	Y	Y	<u>Y</u>	STATE
103	US1	SE 13 TERR	NB	F	N	Y	Y	<u>Y</u>	STATE
104	US1	SE 12 ST	NB	F	N	Y	Y	<u>Y</u>	STATE
105	US1	SE 6 ST	NB	F	S	Y	Y	N	STATE
107	US1	SE 3 TERRACE	NB	F	<u>Y</u>	Y	Y	N	STATE
108	US1	STIRLING RD	NB	F	S	Y	Y	Y	STATE
109	US1	SE 1 ST	NB	F	S	Y	Y	Y	STATE
110	US1	NE 1 ST	NB	F	M	Y	Y	N	STATE
111	US1	NE 2 ST	NB	F	S	Y	Y	Y	STATE
432	SW 12 AVE	SW 6 ST	NB	F	Y	Y	Y	Y	LOCAL
443	NW 1 ST	NW 10 CT	WB	N	M	Y	Y	N	LOCAL
445	ANGLERS AVE	GRIFFIN RD	SB	F	S	Y	Y	Y	COUNTY
446	ANGLERS AVE	HIGHLAND PARK MHP	SB	F	Y	Y	Y	Y	COUNTY

STOPID	MAIN_STREET	CROSS_STREET	DIRECTION	LOCATION	SHELTERTYPE	BENCHTYPE	TRASHBIN	BIKERACK	ROW
448	ANGLERS AVE	TIGERTAIL BLVD	SB	N	S	Y	Y	Y	COUNTY
449	ANGLERS AVE	STIRLING RD	SB	N	S	Y	Y	Y	COUNTY
454	PHIPPEN RD	SW 2 TERR	SB	N	S	Y	Y	Y	LOCAL
456	PHIPPEN RD	SW 4 ST	SB	N	S	Y	Y	Y	LOCAL
579	DANIA BEACH BLVD	GULF STREAM RD	WB	N	Y	Y	Y	Y	STATE
580	DANIA BEACH BLVD	SE 5 AVE	WB	N	N	N	Y	Y	STATE
581	DANIA BEACH BLVD	FRONTON BLVD	WB	N	Y	Y	Y	Y	STATE
582	DANIA BEACH BLVD	NE 2 AVE	WB	N	Y	Y	Y	Y	STATE
583	DANIA BEACH BLVD	SW 1 AVE	EB	N	M	Y	Y	Y	LOCAL
585	DANIA BEACH BLVD	SE 2 AVE	EB	N	N	N	Y	Y	STATE
586	DANIA BEACH BLVD	SE 3 AVE	EB	N	N	Y	Y	Y	STATE
587	DANIA BEACH BLVD	SW 5 AVE	EB	N	Y	Y	Y	Y	STATE
588	N BEACH RD	CAMBRIDGE ST	NB	F	Y	Y	Y	Y	LOCAL
2554	DANIA BEACH BLVD	GULFSTREAM RD	WB	F	<u>Y</u>	Y	Y	Y	STATE
2949	US1	NW 1 ST	SB	N	S	Y	Y	Y	STATE
2951	US1	DANIA BEACH BLVD	NB	N	S	Y	Y	<u>Y</u>	STATE
3329	SHERIDAN STREET	SE 2 AVE	W	F	N	Y	Y	N	STATE
3330	SHERIDAN STREET	US1	WB	F	Y	Y	Y	<u>Y</u>	STATE
3792	SHERIDAN STREET	DIXIE HWY	WB	F	N	Y	Y	N	STATE
3818	DANIA BEACH BLVD	SE 5 AVE	EB	F	N	N	Y	Y	STATE
3819	DANIA BEACH BLVD	GULF STREAM RD	EB	N	N	N	Y	Y	STATE
4006	SHERIDAN STREET	SE 5 AVE	WB	F	N	Y	Y	N	STATE
4758	ANGLERS AVE	TIGERTAIL BLVD	NB	F	S	Y	Y	Y	COUNTY
4894	STIRLING RD	PHIPPEN RD	WB	F	S	Y	Y	N	STATE
4897	STIRLING RD	OAKWOOD BLVD	WB	N	S	Y	Y	<u>Y</u>	STATE

STOPID	MAIN_STREET	CROSS_STREET	DIRECTION	LOCATION	SHELTERTYPE	BENCHTYPE	TRASHBIN	BIKERACK	ROW
4951	SR84	SW 25 TERR	WB	N	L	Y	Y	Y	STATE
4952	SR84	SECRET WOODS	WB	INF R	L	Y	Y	Y	STATE
4960	SW 30 AVE	SW 46 CT	SB	N	L	Y	Y	Y	LOCAL
4961	GRIFFIN RD	SW 29 TERR	EB	F	S	Y	Y	Y	STATE
4962	GRIFFIN RD	SW 28 TERR	EB	F	S	Y	Y	Y	STATE
4968	ANGLERS AVE	GULFSTREAM WAY	NB	F	S	Y	Y	Y	COUNTY
4972	GRIFFIN RD	SW 29 TERR	WB	F	S	Y	Y	Y	STATE
4981	SR84	SW 30 AVE	EB	F	S	Y	Y	Y	STATE
4982	SR84	SW 26 TERR	EB	F	S	Y	Y	Y	STATE

Fields Key

Direction – SB = Southbound, NB = Northbound, EB = Eastbound, WB = Westbound

Location - F = Farside, N= Nearside, INFR – In front

Shelter Type – M = Medium size prefabricated, S= Small size prefabricated

Furniture – Y= Yes, N=No



City of Dania Beach Parks & Recreation Memorandum

DATE: 12/10/2024

TO: Mayor and Commissioners

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

VIA: Cassi Waren, CPRP, Director of Parks and Recreation

SUBJECT: Retroactive approval of change order number four with Vercetti Enterprises exceeding the previously approved contract contingency in the amount of Nine Thousand Twenty-Six Dollars and Twenty-Six Cents for the I.T. Parker Community Center Renovations.

Request:

The Department of Parks and Recreation is requesting retroactive approval of change order number four with Vercetti Enterprises exceeding the previously approved contract contingency in the amount of Nine Thousand Twenty-Six Dollars and Twenty-Six Cents for the I.T. Parker Community Center Renovations.

Background:

The City issued an Invitation to Bid (ITB) on December 30, 2022, and due to technical issues with the ITB, on June 5, 2023, re-solicited the Project as Request for Proposals RFP No. 23-006, to allow for more competitive pricing and negotiations.

On September 13, 2023 the City Commission approved Resolution No. 2023-110 authorizing Vercetti Enterprises as the top ranked firm for the I.T. Parker Community Center Renovation in the amount of Seven Hundred and Fifty-Five Thousand Six Hundred and Seventy-One Dollars (\$755,671.00) plus a contract Contingency of Seventy-Five Thousand Dollars (\$75,000.00).

During the project, the City Manager authorized various necessary change orders utilizing most of the contract contingency.

As the project was nearing completion, City staff noticed that some of the furnishings for the building were set to be refurnished versus replaced. This was a cause for concern, as you would be able to tell the old refinished furnishing from the new replaced furnishings and the project would not look complete. To replace these items versus refurnish, a change order was required in the amount of Eighteen Thousand Ninety-Eight Dollars and Thirty-Five Cents (\$18,098.350, exceeding the previously approved contract contingency in the amount of Nine Thousand Twenty-Six Dollars and Twenty-Six Cents (\$9,026.26).

These items were necessary to finish the project. The department is requesting retroactive approval to the change order that was deemed necessary and authorized by the City Manager.

Budgetary Impact

A budget transfer in the amount of Nine Thousand Twenty-Six Thousand Twenty-Six Cents from City Managers Contingency Account No. 001-12-01-512-99-10 to the Capital Projects Fund IT Parker Improvements Other Than Buildings Account No. 301-72-04-572-63-10 is necessary.

Recommendation

The Department recommends retroactive approval of change order number four with Vercetti Enterprises exceeding the previously approved contract contingency in the amount of Nine Thousand Twenty-Six Dollars and Twenty-Six Cents for the I.T. Parker Community Center Renovations.

RESOLUTION NO. 2024-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, RETROACTIVELY AUTHORIZING CHANGE ORDER NUMBER FOUR WITH VERCETTI ENTERPRISES FOR THE I.T. PARKER COMMUNITY CENTER RENOVATION, IN THE AMOUNT OF EIGHTEEN THOUSAND NINETY EIGHT DOLLARS AND THIRTY FIVE CENTS (\$18,098.35). WHICH AMOUNT EXCEEDS THE APPROVED AMOUNT OF THE UNDERLYING AGREEMENT, INCLUDING CONTINGENCY; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on August 23, 2022, the City Commission approved Resolution 2022-114, entering into an agreement with Saltz Michelson Architects, Inc. for the Design Services related to the renovation of I.T. Parker Community Center (the “Project”); and

WHEREAS, the City issued an Invitation to Bid (ITB) on December 30, 2022, and due to technical issues with the ITB, on June 5, 2023, the City re-solicited the Project as Request for Proposals RFP No. 23-006, to allow for more competitive pricing and negotiation; and

WHEREAS, on September 13, 2023, the City Commission approved Resolution No. 2023-110 authorizing Vercetti Enterprises as the top ranked firm for the I.T. Parker Community Center Renovation in the amount of Seven Hundred and Fifty-Five Thousand Six Hundred and Seventy-One Dollars (\$755,671.00) plus a contract Contingency of Seventy-Five Thousand Dollars (\$75,000.00); and

WHEREAS, during the project, the City Manager has authorized various necessary change orders utilizing most of the contract Contingency; and

WHEREAS, Vercetti Enterprises submitted Change Order Number Four (CO4) in the amount of Eighteen Thousand Ninety-Eight Dollars and Thirty-Five Cents (\$18,098.35) for the purchasing of new furnishings that were listed be refurnished versus replaced, exceeding the previously approved contract Contingency in the amount of Nine Thousand Twenty-Six Dollars and Twenty-Six Cents (\$9,026.26); and

WHEREAS, in the interest of timely completion of the project, the City Manager authorized CO4 and the City Administration requests that the City Commission retroactive approve the change order that was deemed necessary to finish the I.T. Parker Community Center Renovations.

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 retroactive authorizes Change Order Number Four with Vercetti Enterprises for the I.T. Parker Community Center renovation in the amount of Eighteen Thousand Ninety-Eight Dollars and Thirty-Five Cents (\$18,098.35).

Section 3. That funding in the amount of Nine Thousand Twenty-Six Thousand Twenty-Six Cents (\$9,026.26) will be transferred from the City Manager Contingency Account No. 001-12-01-512-99-10 to the IT Parker Improvements Other Than Buildings Account No. 301-72-04-572-63-10.

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

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

PASSED AND ADOPTED on _____, 2024.

Motion by _____, second by _____.

FINAL VOTE ON ADOPTION: Unanimous _____

Yes No

Commissioner Lori Lewellen _____

Commissioner Luis Rimoli _____

Commissioner Archibald J. Ryan IV _____

Vice Mayor Marco Salvino _____

Mayor Joyce L. Davis _____

ATTEST:

ELORA RIERA, MMC
CITY CLERK

JOYCE L. DAVIS
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

**CHANGE
ORDER**

4

CONTRACTOR
OWNER☒
☒IN BUDGET
OUT OF BUDGET☒
☐**PROJECT:**Dania Beach - I.T. Parker Community
Center RenoOWNER CHANGE ORDER NUMBER:
CHANGE ORDER SUBMISSION DATE:

4

November 8, 2024

TO OWNER:City of Dania Beach
100 W Dania Beach Boulevard
Dania Beach, FL 33004CONTRACT DATE: 12/13/2023
CONTRACT FOR: I.T. Parker Community Center Reno

The Contract is changed as follows:

1 Additional items requested by owner

1a	New Interior Doors	\$	5,671.00
1b	Add junction box for HDMI, Lights fixtures for the entrance, & replace outlets	\$	2,610.00
1c	Replace all existing Exit signs	\$	1,040.00
1d	Brand new appliances (Refrigerators & Microwaves)	\$	4,589.15
1e	New diffusers - Replace old existing diffusers with new modern diffusers	\$	1,904.00

\$ 15,814.15

Insurance	2.0%	\$	316.28
Overhead & Profit	10.00%	\$	1,613.04
P&P Bond	2.0%	\$	354.87

Total Amount of Change Order: \$ 18,098.35

Recommended for Approval:

Owner

The original Contract Sum was

\$755,671.00

Net change by previously authorized Change orders

\$65,927.91

The Contract Sum prior to this Change order was

\$821,598.91

The Contract Sum will be increased by this Change Order in the amount of

\$18,098.35

The new Contract Sum including this Change order will be

\$839,697.25

NOTE:

Not valid until signed by the General Contractor and Owner

Vercetti Enterprises, LLC

CONTRACTOR

7296 SW 48st

ADDRESS

Miami , FL 33155

BY: Danial Vercetti

Danny Vercetti

Signature

DATE 11/8/2024

City of Dania Beach

Owner

100 W Dania Beach Boulevard

ADDRESS

Dania Beach, FL 33004

BY: Ana M. Garcia, ICMA-CM

Ana M. Garcia

Digitally signed by Ana M. Garcia
Date: 2024.11.14 08:38:46 -05'00'

Signature

DATE 11/14/2024



CUSTOM DOORS CORP

305-635-1662
info@customdoorscorp.com
3485 NW 65 ST

PROPOSAL

DATE	PROPOSAL #
------	------------

11/7/2024	78078
-----------	-------

NAME / ADDRESS

VERCETTI ENTERPRISES
7296 SW 48TH ST
MIAMI, FL 33155
786-340-0830

P.O. NO.	TERMS	REP	ORDERED BY	JOB NAME
	C.O.D.	GQ	ISRAEL	

DESCRIPTION	QTY	COST	Total
2 RH, 2 LH 3-0 X 6-8 SOLID CORE BIRCH WOOD DOOR 1-LOCK PREP	4		0.00T
2 RH, 2 LH 3-0 X 6-8 HOLLOW METAL FRAMES KDPF	4		0.00T
INCLUDE: HINGES	4	530.00	2,120.00T
4 LH, 2 RH 2-8 X 6-8 SOLID CORE BIRCH WOOD DOORS 1- LOCK PREP	6		0.00T
4 LH 2 RH 2-8 X 6-8 HOLLOW METAL FRAMES KDPF	6		0.00T
INCLUDE: HINGES	6	530.00	3,180.00T

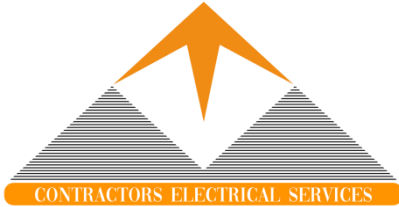
Sub-Total	\$5,300.00
-----------	------------

Sales Tax (7.0%)	\$371.00
------------------	----------

Total	\$5,671.00
-------	------------

PRICES VALID FOR 30 DAYS. BY SIGNING BELOW, CUSTOMER AGREES TO THE PAYMENT TERMS SPECIFIED. PAYMENT MAY BE MADE BY VISA, M/CARD, AMEX OR COMPANY CHECK. ANY CHANGES TO THE ORDER WILL AFFECT PRICE. RETURNS ARE SUBJECT TO 30% RE-STOCK FEE. NO RETURNS ON SPECIAL ORDERS. WE RESERVE THE RIGHT TO RECORD NOTICE TO OWNER AND CLAIM OF LIEN SHOULD CUSTOMER FAIL TO COMPLY WITH PAYMENT TERMS. CUSTOMER WILL BE RESPONSIBLE FOR ANY EXPENSES INCURRED IN COLLECTING ANY UNPAID BALANCE.

PRINT & SIGN NAME



Contractors Electrical Services **Estimate 4107**
12063 SW 131 AVE
Miami, FL 33186
+1 7862521280
leoelectric@yahoo.com

ADDRESS

VERCETTI
ENTERPRISES
7296 SW 48 ST
MIAMI, FL 33155

DATE
10/25/2024

TOTAL
\$2,610.00

PROJECT LOCATION:

IT PARKER COMMUNITY - ADD.

DESCRIPTION

QTY

AMOUNT

NEW ADDERS:

NEW JUNCTION BOX AND FLEX 3/4" FOR HDMI FOR PROJECTOR SCREEN		600.00
NEW LIGHT FIXTURE FOR THE FRONT TOTAL OF 6 CLIP IN ROUND 4" CCT	6	240.00
INSTALLATION OF NEW LIGHTS IN THE FRONT TOTAL OF 6	6	720.00
SWAP OUT OLD OUTLETS WITCHES ETC FOR NEW DECORA WHITE TOTAL OF 42	42	1,050.00

TOTAL

\$2,610.00

THANK YOU.

Accepted By

Accepted Date



Contractors Electrical Services **Estimate 4144**
12063 SW 131 AVE
Miami, FL 33186
+1 7862521280
leoelectric@yahoo.com

ADDRESS

VERCETTI
ENTERPRISES
7296 SW 48 ST
MIAMI, FL 33155

DATE
11/08/2024

TOTAL
\$1,040.00

PROJECT LOCATION:

IT PARKER COMMUNITY - ADD.

DESCRIPTION

QTY

AMOUNT

REPLACEMENT OF EXISTING EXITS AND EM LIGHTS:

NEW EXITS PLASTIC RED LETTERS 8 240.00

INSTALLATION OF NEW AND DEMO OF OLD EXITS 8 400.00

NEW EM LIGHTS 5 150.00

INSTALLATION OF NEW AND DEMO OF OLD EM LIGHTS 5 250.00

TOTAL

\$1,040.00

THANK YOU.

Accepted By

Accepted Date



VERCETTI ENTERPRISES

Order # WG74207295

PO/Job Name: Dania Beach IT Parker

Appliance

Ship To:

Israel Ferreiro
901 Ne 3rd St
Dania, FL 33004

Ordered

11/2/2024

Being Processed

11/5/2024

Item Description	Qty	Unit Price	Discount	Net Unit Price	Pre Tax Amount
SKU 174602	1	\$50.00	\$0.00	\$50.00	\$50.00
Bespoke 30 cu. ft. 3-Door French Door Smart Refrigerator with Beverage Center in Stainless Steel, Standard Depth SKU 1007541262	1	\$1798.00	\$1301.00	\$1798.00	\$1798.00

Over-the-Range Microwave 2.1 cu. ft. with Wi-Fi in Fingerprint Resistant Stainless Steel SKU 1011062853	1	\$298.00	\$161.00	\$298.00	\$298.00
SKU 1001854188	1	\$17.98	\$0.00	\$17.98	\$17.98
SKU 590337	1	\$129.00	\$0.00	\$129.00	\$129.00
SKU 590337	1	\$129.00	\$0.00	\$129.00	\$129.00
SKU 1001854188	1	\$17.98	\$0.00	\$17.98	\$17.98
Over-the-Range Microwave 2.1 cu. ft. with Wi-Fi in Fingerprint Resistant Stainless Steel SKU 1011062853	1	\$298.00	\$161.00	\$298.00	\$298.00
36 in. 28 cu. ft. Smart Side by Side Refrigerator in Fingerprint-Resistant Stainless Steel, Standard Depth SKU 1006101826	1	\$1148.00	\$351.00	\$1148.00	\$1148.00
SKU 1005665044	1	\$150.00	\$0.00	\$150.00	\$150.00
SKU 1005665045	1	\$185.00	\$0.00	\$185.00	\$185.00
SKU 1005665037	1	\$50.00	\$0.00	\$50.00	\$50.00
SKU 1005665037	1	\$50.00	\$0.00	\$50.00	\$50.00
				Subtotal	\$6323.96
				Discount	\$1974.00
				Shipping	\$0.0
				Delivery Charge	\$29.00
				Sales Tax	\$239.19

Order Total

\$4589.15



Articpolo, Inc — Pedro Migenes

15370 Southwest 101st Avenue | Miami, Florida 33157
786-253-4539 / 786-253-4536 | articpolo.inc@gmail.com

RECIPIENT:

Vercetti Enterprises

901 Northeast 3rd Street
Dania Beach, Florida 33004

Quote #300

Sent on

Nov 06, 2024

Total

\$1,904.00

Product/Service	Description	Qty.	Unit Price	Total
Demolition and Removal	Removal and demolition of all existing grilles diffusers specified on floor plans	16	\$119.00	\$1,904.00

Total

\$1,904.00

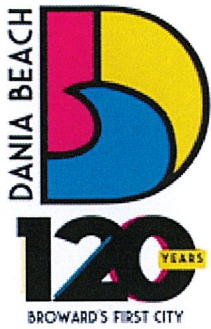
Articpolo, INC.

Any alteration or deviation from above specifications involving extra cost, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. Owner should carry fire, tornado and other necessary insurance upon above work. Workmen' s Compensation and Public Liability Insurance on above work to be taken out by Articpolo, Inc. Purchaser (Debtor) agrees to pay all cost of collection damage, including a reasonable attorneys fee for collecting this account or repossessing the said property, whether suit be brought or not. The purchaser (Debtor) agrees that the says materials above described will not be removed from above address without prior written consent of Articpolo, Inc., the Seller (secured Party). Purchaser (Debtor) waives demand all

Riera, Elora

From: Waren, Cassi
Sent: Wednesday, December 4, 2024 10:17 AM
To: Riera, Elora
Subject: FW: Approval needed for digital signature FW: Dania Beach - IT Parker - CO #4

Below is the email chain.



Cassi Waren, Director of Parks and Recreation
cwaren@daniabeachfl.gov | daniabeachfl.gov
100 W Dania Beach Blvd, Dania Beach, FL, 33004
Phone: 954.924.6800, x3731

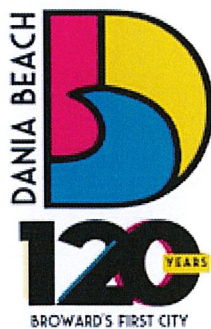


R.I.S.E. - RESPECT, INTEGRITY AND STANDARD OF EXCELLENCE

Please note: Florida has a very broad public records law. Most written communications, including emails, to or from City officials regarding City business are public records and may be subject to public disclosure.

From: Garcia, Ana M. <agarcia@daniabeachfl.gov>
Sent: Thursday, November 14, 2024 8:06 AM
To: Lottier, Christine <clottier@daniabeachfl.gov>
Cc: Waren, Cassi <cwaren@daniabeachfl.gov>; DiPaolo, Frank <fdipaolo@daniabeachfl.gov>; Sosa-Cruz, Candido <csosacruz@daniabeachfl.gov>; Guzman, Yeimy <yguzman@daniabeachfl.gov>; Lazo, Franky <flazo@daniabeachfl.gov>; McClendon, Erin <emcclendon@daniabeachfl.gov>; Riera, Elora <eriera@daniabeachfl.gov>
Subject: Re: Approval needed for digital signature FW: Dania Beach - IT Parker - CO #4

Good morning yes, thank you.
Sent from my iPhone



Ana M. Garcia, ICMA-CM, City Manager
agarcia@daniabeachfl.gov | daniabeachfl.gov
100 W Dania Beach Blvd, Dania Beach, FL, 33004
Phone: 954.924.6800, x3610



R.I.S.E. - RESPECT, INTEGRITY AND STANDARD OF EXCELLENCE

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On Nov 13, 2024, at 4:00 PM, Lottier, Christine <clottier@daniabeachfl.gov> wrote:

Good afternoon Manager, for your approval of digital signature, please see below request from Cassi/Parks for change order at IT Parker.
Thank you,

Christine Lottier, Office Manager

clottier@daniabeachfl.gov | daniabeachfl.gov

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

Phone: 954.924.6800, x3606 | Cell: 954.260.9959

R.I.S.E. - RESPECT, INTEGRITY AND STANDARD OF EXCELLENCE

Please note: Florida has a very broad public records law. Most written communications, including emails, to or from City officials regarding City business are public records and may be subject to public disclosure.

From: Waren, Cassi <cwaren@daniabeachfl.gov>

Sent: Wednesday, November 13, 2024 3:57 PM

To: DiPaolo, Frank <fdipaolo@daniabeachfl.gov>; Boutsis, Eve A. <eboutsis@daniabeachfl.gov>; Lazo, Franky <flazo@daniabeachfl.gov>; Lottier, Christine <clottier@daniabeachfl.gov>

Cc: Guzman, Yeimy <yguzman@daniabeachfl.gov>; Garcia, Ana M. <agarcia@daniabeachfl.gov>; Sosa-Cruz, Candido <csosacruz@daniabeachfl.gov>

Subject: RE: Dania Beach - IT Parker - CO #4

Got it!

@Lottier, Christine – attached is the changed order that we need signature on 😊

Cassi Waren, Director of Parks and Recreation

cwaren@daniabeachfl.gov | daniabeachfl.gov

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

Phone: 954.924.6800, x3731

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From: DiPaolo, Frank <fdipaolo@daniabeachfl.gov>

Sent: Wednesday, November 13, 2024 3:54 PM

To: Waren, Cassi <cwaren@daniabeachfl.gov>; Boutsis, Eve A. <eboutsis@daniabeachfl.gov>; Lazo, Franky <flazo@daniabeachfl.gov>

Cc: Guzman, Yeimy <yguzman@daniabeachfl.gov>; Garcia, Ana M. <agarcia@daniabeachfl.gov>; Sosa-Cruz, Candido <csosacruz@daniabeachfl.gov>; Lottier, Christine <clottier@daniabeachfl.gov>

Subject: RE: Dania Beach - IT Parker - CO #4

Hi Cassi, at this point we have the Manager's approval as evidenced by this email conversation, and I believe that is sufficient. However, she will still need to sign the C/O so the vendor can proceed and we need to attach it and this email conversation to the change PO in New World.

The agenda item will formalize everything via the Memo/Reso.

Thanks,
Frank

Frank DiPaolo, Chief Financial Officer

fdipaolo@daniabeachfl.gov | daniabeachfl.gov

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

Phone: 954.924.6800, x3609

R.I.S.E. - RESPECT, INTEGRITY AND STANDARD OF EXCELLENCE

Please note: Florida has a very broad public records law. Most written communications, including emails, to or from City officials regarding City business are public records and may be subject to public disclosure.

From: Waren, Cassi <cwaren@daniabeachfl.gov>

Sent: Wednesday, November 13, 2024 3:50 PM

To: DiPaolo, Frank <fdipaolo@daniabeachfl.gov>; Boutsis, Eve A. <eboutsis@daniabeachfl.gov>; Lazo, Franky <flazo@daniabeachfl.gov>

Cc: Guzman, Yeimy <yguzman@daniabeachfl.gov>; Garcia, Ana M. <agarcia@daniabeachfl.gov>; Sosa-Cruz, Candido <csosacruz@daniabeachfl.gov>; Lottier, Christine <clottier@daniabeachfl.gov>

Subject: RE: Dania Beach - IT Parker - CO #4

Frank/Eve,

As we discussed earlier with City Manager, she has approved the change order and we will utilized the City Manager's contingency for the additional \$9,026.26 that exceeds the budgeted funds for the project.

We will put an item on the December 10th commission meeting to retroactively approve the excess funds. All elected officials have been made aware of this plan today.

@DiPaolo, Frank – do I need to draft a memo to approve the change order as we have done in the past and then I will do the agenda item in addition?

Thank you,

Cassi Waren, Director of Parks and Recreation

cwaren@daniabeachfl.gov | daniabeachfl.gov

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

Phone: 954.924.6800, x3731

R.I.S.E. - RESPECT, INTEGRITY AND STANDARD OF EXCELLENCE

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From: DiPaolo, Frank <fdipaolo@daniabeachfl.gov>

Sent: Tuesday, November 12, 2024 4:36 PM

To: Boutsis, Eve A. <eboutsis@daniabeachfl.gov>; Waren, Cassi <cwaren@daniabeachfl.gov>

Cc: Lazo, Franky <flazo@daniabeachfl.gov>; Guzman, Yeimy <yguzman@daniabeachfl.gov>

Subject: RE: Dania Beach - IT Parker - CO #4

Cassi, please advise City Manager of Eve's assessment below. Best option at this point is to leave the doors for now, maybe just a coat of paint. Bring the change order to City Commission on December 10 and then replace.

Frank DiPaolo, Chief Financial Officer

fdipaolo@daniabeachfl.gov | daniabeachfl.gov

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

Phone: 954.924.6800, x3609

R.I.S.E. - RESPECT, INTEGRITY AND STANDARD OF EXCELLENCE

Please note: Florida has a very broad public records law. Most written communications, including emails, to or from City officials regarding City business are public records and may be subject to public disclosure.

From: Boutsis, Eve A. <eboutsis@daniabeachfl.gov>

Sent: Tuesday, November 12, 2024 4:32 PM

To: DiPaolo, Frank <fdipaolo@daniabeachfl.gov>; Warren, Cassi <cwaren@daniabeachfl.gov>

Cc: Lazo, Franky <flazo@daniabeachfl.gov>; Guzman, Yeimy <yguzman@daniabeachfl.gov>

Subject: Re: Dania Beach - IT Parker - CO #4

Needs to go to city commission. If the city manager wants to approve without city commission, that is very tricky. If she think she has the support of the city commission, and thinks they will retroactively approve the resolution, as it will have to go back to the city commission.

....

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Eve Boutsis, City Attorney

eboutsis@daniabeachfl.gov | daniabeachfl.gov

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

Phone: 954.924.6800, x3631

R.I.S.E. - RESPECT, INTEGRITY AND STANDARD OF EXCELLENCE

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From: DiPaolo, Frank <fdipaolo@daniabeachfl.gov>

Sent: Tuesday, November 12, 2024 4:28:44 PM

To: Warren, Cassi <cwaren@daniabeachfl.gov>; Boutsis, Eve A. <eboutsis@daniabeachfl.gov>

Cc: Lazo, Franky <flazo@daniabeachfl.gov>; Guzman, Yeimy <yguzman@daniabeachfl.gov>

Subject: RE: Dania Beach - IT Parker - CO #4

Including Eve – see below. This change order brings us above the contract and contingency, we are tapped out.

Resolution is pretty specific with a not-to-exceed \$830,671 (contract + contingency).

Eve: can we avoid going back to Commission? It's a relatively small change order to finish the project. We may need to obtain CM approval to proceed and ratify in December.

Let me know.

<image010.png>

Frank DiPaolo, Chief Financial Officer

fdipaolo@daniabeachfl.gov | daniabeachfl.gov

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

Phone: 954.924.6800, x3609

R.I.S.E. - RESPECT, INTEGRITY AND STANDARD OF EXCELLENCE

Please note: Florida has a very broad public records law. Most written communications, including emails, to or from City officials regarding City business are public records and may be subject to public disclosure.

From: Waren, Cassi <cwaren@daniabeachfl.gov>

Sent: Tuesday, November 12, 2024 2:33 PM

To: DiPaolo, Frank <fdipaolo@daniabeachfl.gov>

Cc: Lazo, Franky <flazo@daniabeachfl.gov>; Guzman, Yeimy <yguzman@daniabeachfl.gov>

Subject: FW: Dania Beach - IT Parker - CO #4

Importance: High

Frank,

As we discussed, attached is the last change order for IT Parker. The total is \$18,098.35.

We have done two previous change orders that are attached, the first totaling \$58,809.49 and the second totaling \$7,118.42 for a lump sum of \$65,927.91. This additional \$18,098.35 would bring the total to \$84,026.26 exceeding the approved \$75,000 in contingency funds by \$9,026.26.

I have attached the reso for your reference. It has "not to exceed" in the reso.

Please let me know how best to proceed.

Thank you,

Cassi Waren, Director of Parks and Recreation

cwaren@daniabeachfl.gov | daniabeachfl.gov

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

Phone: 954.924.6800, x3731

R.I.S.E. - RESPECT, INTEGRITY AND STANDARD OF EXCELLENCE

Please note: Florida has a very broad public records law. Most written communications, including emails, to or from City officials regarding City business are public records and may be subject to public disclosure.

From: Alexander Iturrey <ai@vercetti.net>
Sent: Friday, November 8, 2024 6:10 PM
To: Waren, Cassi <cwaren@daniabeachfl.gov>
Cc: Danny Vercetti <dv@vercetti.net>; Israel Ferreiro <if@vercetti.net>; Samantha Blanco <sb@vercetti.net>; Rawil Leon <rjl@vercetti.net>
Subject: Dania Beach - IT Parker - CO #4

CAUTION: This email originated from outside the City of Dania Beach. Do not click links or open attachments unless you recognize the sender **and** expect the content.

Good evening,

Please see attached the change order for all the additional items requested.

Thanks,

<image011.png>

Alexander Iturrey
Project Manager

7296 SW 48th Street
Miami, FL 33155
C: 786.340.0830 O: 305.517.3772

<image012.jpg>

<image013.jpg>

<2024-11-08 - CO #04 - Add. Work.pdf>



City of Dania Beach Parks & Recreation Memorandum

DATE: 12/10/2024

TO: Mayor and Commissioners

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

VIA: Cassi Waren, CPRP, Director of Parks & Recreation

SUBJECT: Authorizing the award of RFQ-24-019 for design services of the Olsen Middle School Park Project, to Walters Zackria Associates, PLLC. in a not-to-exceed amount of Nine Hundred Forty-One Thousand Six Hundred Forty Dollars (\$941,640.00).

Request:

The Parks and Recreation Department is requesting the adoption of a resolution authorizing the award of RFQ-24-019 for design services of the Olsen Middle School Park Project, to Walters Zackria Associates, PLLC. in a not-to-exceed amount of Nine Hundred Forty-One Thousand Six Hundred Forty Dollars (\$941,640.00).

Background:

The City issued Request for Qualifications (RFQ) 24-019 for the Design Services of Olsen Middle School Park Project on July 12, 2024. The bid closed on August 12, 2024 at 1:00pm.

On September 24, 2024, the City Commission adopted resolution 2024-148 providing for the proper City Officials to begin contract negotiations with the top ranked firm of RFQ 24-019, Walters Zackria Associates, PLLC.

Administration has agreed to the services of Walters Zackria Associates, PLLC. in the amount of Nine Hundred Forty-One Thousand Six Hundred Forty Dollars (\$941,640.00).

Budgetary Impact

Funding for the Project is available and appropriated within the Capital Projects Fund Olsen Middle Project Professional Services Account No. 301-72-62-572-31-10.

Recommendation

It is recommended that the City Commission adopt the resolution authorizing the award of RFQ-24-019 for design services of the Olsen Middle School Park Project, to Walters Zackria Associates, PLLC. in a not-to-exceed amount of Nine Hundred Forty-One Thousand Six Hundred Forty Dollars (\$941,640.00).

RESOLUTION NO. 2024-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT WITH WALTERS ZACKRIA ASSOCIATES, PLLC. FOR DESIGN SERVICES FOR OLSEN MIDDLE SCHOOL PARK PROJECT, IN THE AMOUNT OF NINE HUNDRED FORTY-ONE THOUSAND SIX HUNDRED FORTY DOLLARS (\$941,640.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Resolution No. 2024-148, adopted on September 24, 2024, the City Commission authorized the City Administration to begin contract negotiations with the top ranked firm, Walters Zackria Associates, PLLC., related to RFQ No. 24-019 entitled “Design Services for Olsen Middle School Park Project”; and

WHEREAS, the City Administration recommends approval of the Agreement which is attached as “Exhibit A”, and is made a part of and incorporated into this Resolution by this reference, in the amount of Nine Hundred Forty-One Thousand Six Hundred Forty Dollars (\$941,640.00).

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

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

Section 2. That the proper City officials are authorized to execute an Agreement with Walters Zackria Associates, PLLC. for Design Services for Olsen Middle School Park Project in the amount of Nine Hundred Forty-One Thousand Six Hundred Forty Dollars (\$941,640.00).

Section 3. That funding for the design services is available within the Capital Projects Fund Olsen Middle Project Professional Services Account No. 301-72-62-572-31-10.

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

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

PASSED AND ADOPTED on _____, 2024.

Motion by _____, second by _____.

FINAL VOTE ON ADOPTION: Unanimous _____

Yes No

Commissioner Lori Lewellen _____ _____

Commissioner Luis Rimoli _____ _____

Commissioner Archibald J. Ryan IV _____ _____

Vice Mayor Marco Salvino _____ _____

Mayor Joyce L. Davis _____ _____

ATTEST:

ELORA RIERA, MMC
CITY CLERK

JOYCE L. DAVIS
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

AGREEMENT BETWEEN THE CITY OF DANIA BEACH, FLORIDA AND WALTERS ZACKRIA ASSOCIATES, PLLC., FOR DESIGN SERVICES RELATED TO NEW CONSTRUCTION FOR OLSEN MIDDLE SCHOOL PARK PROJECT, AS FURTHER DESCRIBED IN THE CITY’S REQUEST FOR QUALIFICATIONS (“RFQ”) NO. 24-019.

This is an Agreement (“Agreement”) dated _____, 2024, between the City of Dania Beach, Florida, a Florida municipal corporation (“City”), with its principal place of business located at 100 West Dania Beach Boulevard, Dania Beach, Florida 33004 and Walters Zackria Associates, PLLC. (the “Consultant”), a Florida corporation an address of 5813 North Andrews Way, Fort Lauderdale, Florida 33309.

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

1. This Agreement between the Consultant and the City under the City of Dania Beach Request for Qualifications (“RFQ”) No. 24-019 is effective upon execution by all parties and will terminate after completion of the project. A copy of RFQ No. 24-019 is attached as Exhibit “A” and made a part of and incorporated into this Agreement by this reference) and shall be considered as part of this Agreement.
2. The Consultant has submitted their Scope of Services and Fee Schedule in response to RFQ No. 24-019 which is attached as Exhibit “B” and is incorporated into this Agreement by this reference.
3. The cost of this project is a total amount of Nine Hundred Forty-One Thousand Six Hundred Forty Dollars (\$941,640.00).
4. That in all respects, the terms of Exhibit “A” and Exhibit “B” apply to this Agreement.

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

ATTEST:

**CITY OF DANIA BEACH, FLORIDA,
a Florida municipal corporation**

ELORA RIERA, MMC
CITY CLERK

JOYCE L. DAVIS
MAYOR

APPROVED AS TO FORM AND CORRECTNESS

EVE A. BOUTSIS
CITY ATTORNEY

ANA M. GARCIA, ICMA-CM
CITY MANAGER

WITNESSES:

Signature

PRINT Name

Signature

PRINT Name

CONSULTANT:

**Walters Zackria Associates, PLLC.
a Florida corporation**

Signature

PRINT Name

Title

Dated: _____, 2022

STATE OF FLORIDA)

COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by means of ☐ physical presence
or ☐ online notarization, on _____, 2024
by _____, as _____ of
Walters Zackria Associates, PLLC., a Florida corporation. He/she is personally known to me or
has produced _____ as identification.

My Commission Expires:

Notary Public, State of Florida

Print Name

DESIGN SERVICES FOR MULLIKIN PARK IMPROVEMENTS

PROFESSIONAL SERVICES AGREEMENT

This Agreement (“Agreement”), dated _____, 20____, is made by and between the **CITY OF DANIA BEACH**, with an address of 100 W. Dania Beach Boulevard, Dania Beach, Florida 33304 (the “City”) between the City of Dania Beach, Florida, a Florida municipal corporation (“City”), with its principal place of business located at 100 West Dania Beach Boulevard, Dania Beach, Florida 33004 and **WALTERS ZACKRIA ASSOCIATES PLLC**(the “Consultant”), a Florida limited liability company with a local address of 5813 N. Andrews Way, Fort Lauderdale, Florida 33309.

Proposal: Consultant submitted its Proposal dated August 12, 2024 (the “Proposal”) in response to the Request for Qualifications No. 24-019 issued by the City (the “RFQ”)

SECTION 1 – SCOPE OF SERVICES

The Consultant agrees to provide to the City engineering and consulting professional services in connection with the following project or study:

I. Description of Proposed Project

The City of Dania Beach entered into a Recreation License Agreement with the School Board of Broward County for the Olsen Middle School land that is owed by the School Board of Broward County on December 13, 2022. The City Commission adopted the conceptual design of the property which includes specific amenities and site improvements. Anticipated design elements for this location include, but are not limited to, an artificial turf multipurpose football/soccer field with a 4 lane – 400 meter track to include covered bleachers, one (1) basketball court, one (1) tennis court, two (2) pickleball courts, dual age covered playground with turf safety surfacing, a passive walking-park, a 3500 square foot Parks and Recreation administrative office building, off street parking with 52-parking spaces and security fencing where necessary. Other improvements may also be necessary and may be determined during the design process.

II. City’s Priorities

Detailed construction documents are needed for bidding for this park improvement project .

The City’s priorities for the Project include requiring the selected firm to:

- Design the elements of the Project as described above.
- Ensure that all installations are in strict compliance with the Florida Building Code or Miami Dade Specifications

III. In accordance with Florida State Statute 287.055, known as the “Consultants’ Competitive Negotiation Act” (the “CCNA”), the purpose of this solicitation is to invite architecture, landscape architecture and engineering firms (Consultants) to provide proposals for the design, surveying services, permitting, bidding assistance and

construction phase services associated with the park improvement project identified in this RFQ. Work includes but is not limited to the following:

- Design, analysis and permitting for construction of the project.
- Devise a bidding strategy to meet the project schedule that may include multiple contractors through multiple bids.
- Project management and oversight.
- Permit applications.
- Final signed and sealed Plans, permits, detailed bid form, Technical Specifications and details.
- Complete and orderly maintenance of paperwork and records.
- Receipt and logging of correspondence.
- Review of Contractor(s) monthly invoices during construction phase and applications for payment.
- Project closeout inspection.

I

A. PROJECT LOCATION

Olsen Middle School Property at SE 11th Terrace, Dania Beach, 33004



In accordance with the phases of services described below, and as more specifically described in the Scope of Services outlined in **Exhibit A** (the “Professional Services”) attached and incorporated into this Agreement.

1.1 Phases of Professional Services

The services provided under this Agreement (“**Professional Services**”) intended to be compensated by the Fees shall be categorized into the following phases of service, as applicable:

1. Pre-Design Analysis (or Planning/Study/Report) Phase - • Design, analysis and permitting for construction of the project.
2. Devise a bidding strategy to meet the project schedule that may include multiple contractors through multiple bids.
3. Preliminary Design Phase and Estimated Construction Costs
4. Final Design and Construction Documents Phase and Estimated Construction Costs
5. Permitting Phase
6. Bidding and Negotiation Phase
7. Project management and oversight/Construction Administration Phase

1.2 Pre-Design Analysis (or Planning/Study/Report) Phase

1.2.1 Scope. *If the scope of Professional Services includes pre-design analysis or preparation of planning/study/report*, the Consultant shall: i) Consult with the City regarding the requirements and budget allocations for the scope of services/Project and review available data; ii) Advise the City as to the necessity of any additional services from other technical professionals; iii) Provide analyses of the City’s needs, surveys, site evaluations, environmental assessments, utility locations and comparative studies of solutions; and iv) Provide a general economic analysis of the requirements applicable to various alternatives; and identify any areas of the task that can be properly value-engineered to produce a savings in the Project construction cost.

1.2.2. Deliverables:

- (a) *If the scope of Professional Services includes design services:*
 - i. Prepare conceptual design criteria with appropriate sketches or exhibits, and identify in a clear manner the considerations involved and the alternative solutions available, as well as Consultant’s recommendations (the “**Pre-Design Analysis**”). The Pre-Design Analysis shall be accompanied by Consultant’s preliminary estimate of total construction costs for the Project.
- (b) *If the scope of Professional Services includes a Study or Report:* Prepare a report which report shall identify in a clear manner the issue and considerations involved; Consultant’s findings; the alternative solutions available, estimated costs, as well as Consultant’s recommendations; and shall include appropriate exhibits (the “**Study Report**”).

1.2.3. **Presentations.** If requested by City, Consultant shall attend meeting(s) with City Commissioners and/or City administration and may be asked to prepare and make presentation of the Study Report or Pre-Design Analysis.

1.3 Preliminary Design Phase

1.3.1 **Scope.** *If the scope of Professional Services includes Preliminary Design*, Consultant shall address City's comments to the Pre-Design Analysis, and shall prepare the preliminary design package. The preliminary design package shall include the following:

- (a) preliminary design drawings (20-30%), including design criteria and sketches or exhibits, including elevations, sections, site plan and additional renderings, showing the scale and relationship of project components.
- (b) outline of technical specifications.
- (c) Estimated Construction Cost, in accordance with **Section 5.**
- (d) Location map exhibits and renderings
- (e) Survey and existing utilities as-builts
- (f) Utilities coordination documentations
- (g) Environmental documents (if applicable)

(the “**Preliminary Design Package**”).

1.3.2. **Deliverable:** The Preliminary Design Package for review and comment by the City.

1.3.3 **Outreach.** If requested, Consultant shall assist the City with any public communication/information program during this phase or any other phase of the project, including neighborhood presentations. Such assistance shall include the development of presentation material and attendance at public meetings.

1.3.4. **Presentations.** If requested by City, Consultant shall attend meeting(s) with City administration and/or City Commission and may be asked to prepare and make presentation of the Preliminary Design Package and Estimated Construction Cost.

1.4 Final Design – Construction Documents Phase

1.4.1 **Scope.** *If the scope of Professional Services includes design development of construction documents*, then on the basis of the accepted Preliminary Design Package and Estimated Construction Cost of the project, the Consultant shall prepare, for attachment to the forthcoming construction contract, final construction drawings identifying and describing the scope, extent and character of the work to be furnished and performed by contractor(s), which comply with all applicable building codes, laws and regulations (the “**Final Drawings**”) and technical specifications for construction of the Project (the “**Technical Specifications**”) at 60%, 90% and 100% completion. The Specifications are to be prepared in conformance with the sixteen division format provided by the Construction Specifications Institute. The Technical specifications shall include a Measurement section for the bid items.

1.4.2. Schedule of bid items. Prepare, for review and acceptance by the City, a proposed schedule of bid items.

1.4.3 Estimated Construction Cost. In accordance with Section 5, modify the Estimated Construction Cost of the project necessitated by the Construction Drawings and Specifications. In the event that the Estimated Construction Cost of the Project, when combined with the total Professional Services Fee and costs; plus any Construction Contingency or allowances established by the City, exceeds the total amount budgeted for the project as established by the City, then the Consultant shall revise and/or redesign the documents to bring the designs back within the budgeted amount, unless the City provides written approval that the Estimated Construction Cost exceeds the project budget. If the reason that the Estimated Construction Cost exceeds the budget is reasonably foreseeable at the time of performing the Professional Services, Consultant shall provide written notification identifying the specific reason to the City immediately upon Consultant determination that the Estimated Construction Cost may exceed the project budget, and in such case, shall await further direction from the City before proceeding further with the Professional Services. If the reason that the Estimated Construction Cost exceeds the budget was reasonably foreseeable at the time of performing the Professional Services, and the Consultant does not notify the City and obtain written approval from the City that the Estimated Construction Cost exceeds the project budget, Consultant shall revise and/or redesign the documents at its own cost and expense to bring the designs back within the budgeted amount.

1.4.4. Deliverables:

- (a) 60% Construction Drawings, Estimated Construction Cost and draft Technical Specifications in editable electronic format (docx,.xls, dwg, and .pdf) for the review and comments of the City;
- (b) 90% Construction Drawings, Estimated Construction Cost and draft Technical Specifications in editable electronic format (docx,.xls, dwg, and .pdf) for the review and comments of the City;
- (c) 100% Construction Drawings, Estimated Construction Cost and draft Technical Specifications in editable electronic format (docx,.xls, dwg, and .pdf) for the review and comments of the City;
- (d) Final signed and sealed sets of final Construction Drawings, Technical Specifications and Estimated Construction Cost in electronic format (the “**Construction Drawings and Technical Specifications**”) along with all supporting calculations; and any associated documents;
- (e) Schedule of bid items;
- (f) Estimated Construction Costs within project budget, unless otherwise accepted in writing by the City.

1.5 Permitting Phase

1.5.1 Scope. *If the scope of Professional Services includes permitting*, then in consultation with the City and on the basis of the Construction Drawings and Technical Specifications and Estimated Construction Cost of the project, Consultant shall prepare all necessary permit applications for submission with the Construction Drawings and Technical Specifications to the regulatory agencies

for appropriate permits or other approvals. Consultant shall provide technical criteria, written descriptions and design data for the City's and Consultant's use in filing applications for permits with or obtaining approvals of such governmental authorities as have jurisdiction to approve the design of the project. Consultant shall respond to any comments or requests for information from permitting authorities and assist the City in consultations with appropriate authorities.

1.5.2. Permits. In the event that the Construction Drawings and Technical Specifications are not granted the necessary or appropriate permits or other approvals from the appropriate regulatory agencies due to design issues, Consultant shall revise and/or redesign the documents at its own cost and expense to ensure the necessary permits and approvals are granted.

1.5.3. Permit Fees. Permit applications fees shall be determined by Consultant and paid by the City.

1.6 Construction Bidding and Negotiation Phase

1.6.1 Scope. *If the scope of Professional Services includes the Construction Bidding and Negotiation Phase*, then in consultation with City and on the basis of the Construction Drawings and Technical Specifications, Consultant shall review price tabulation sheets and assist the City in evaluating bids or proposals and consult with and advise the City as to the acceptability of subcontractors, suppliers and other persons and organizations proposed by the prime contractor(s) for those portions of the work as to which such acceptability is required by the procurement documents. Consultant will identify any areas of the Project that may be properly value-engineered to produce a savings in the construction cost. Consultant may be required to assist the City's Procurement Division in the preparation of addenda or written clarifications of additional instructions, to interpret, clarify or expand the procurement documents.

1.6.2. Bidding assistance, if requested. Only if requested, Consultant may be required to:

- (a) Participate in any pre-bid conferences and/or attend the bid opening;
- (b) Assist the City in negotiating proposals for each separate prime contract for construction, materials, equipment and services.

1.7 Construction Administration Phase

1.7.1 Scope. *If the scope of Professional Services includes the Construction Administration Phase*, Consultant shall consult with and advise the City and act as Owner's representative on the Project. Consultant will have limited authority to act on behalf of the City as specifically provided in this Agreement.

- (a) *Site visits*. Consultant shall conduct site visits in accordance with Section 1.7.2, herein.
- (b) *Meetings*. Consultant shall conduct weekly meetings with the City and contractor(s). Consultant shall be responsible for preparing weekly meeting minutes and distributing them to all in attendance.
- (c) *Interpretations*. Consultant shall issue necessary interpretations and clarifications of the Construction Drawings and Technical Specifications and may issue additional

instructions, by means of drawings, minor change orders or otherwise, necessary to illustrate changes in the work. Change orders shall comply with Section 1.7.3 below.

- (d) *Shop drawings; Samples.* Consultant shall timely review and approve or take other appropriate action with respect to shop drawings, samples, the acceptability of substitute materials and equipment proposed by contractor(s), and other data that the contractor(s) are required to submit to ascertain conformance to the Construction Drawings and Technical Specifications. Consultant shall complete its review of submittals, shop drawings, samples and other data shall be completed so as not to delay the progression of the work or within fourteen (14) calendar days of receipt. The City shall be entitled to rely upon the approval of Consultant that the shop drawings, product data, and samples approved by Consultant conform with the Technical Specifications and design specified in the Construction Drawings, as may be amended. Such reviews and approvals or other action shall not extend to the means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto.
- (e) *Testing.* Consultant shall be obliged, in its role as the representative of the City on the project, to require special inspection or testing of the work, and shall receive and review all certificates of inspections, testings and approvals as required by laws, rules, regulations, ordinances, codes, orders or the contract documents to determine that the work complies with the requirements of, and that the results certified indicate compliance with the Technical Specifications.
- (f) *Review of payment applications.* Consultant shall review applications for payment and the accompanying data and schedules, Consultant shall determine the amounts owing to contractor(s) and recommend in writing payments to contractor(s) in such amounts. Such recommendations of payment will constitute a representation to the City, based on such observations and review, that the work has progressed to the point indicated, and that, to the best of Consultant's knowledge, information and belief, the quality of such work is in accordance with the Construction Drawings and Technical Specifications subject to (1) an evaluation of such work as a functioning whole prior to or upon substantial completion; (2) the results of any subsequent tests called for in the contract documents and (3) any other qualification reasonably stated in the recommendation(s). With regard to unit price work, Consultant's recommendations of payment shall include final determinations of quantities and classifications of such work subject to any subsequent adjustments allowed by the Construction Drawings and Technical Specifications or terms and conditions of the construction contract for the Project.
- (g) *Documentation review.* Consultant shall receive and review maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals, which will be assembled by contractor(s) in accordance with the construction contract. Such review shall be limited to a determination by Consultant that the content of said documents and instruments complies with the construction contract. In the case of certificates of inspection, tests and approvals, such review shall be limited to a determination that the results certified indicate compliance with, the construction contract. Consultant shall thereafter transmit said documents and instruments to the

City with written comments and, if applicable, recommendations regarding same, prior to determination of substantial completion.

- (h) *Substantial Completion Inspection.* Consultant shall conduct substantial completion inspection(s) to develop the “punchlist” and to determine if the work is substantially complete; such inspection to be scheduled within three (3) days of notice of substantial completion. Said punch list shall be prepared and signed by Consultant and the City and delivered to contractor not later than three (3) calendar days after the walkthrough. If necessary, Consultant shall assist in any mediation between City and contractor to develop an agreed punch list.
- (i) *Final Inspection.* Consultant shall conduct a final inspection to determine if the completed work is in compliance with the punch list, “as-built” drawings” and the Construction Drawings, Technical Specifications, and construction contract documents. Within three (3) business days following such determination of compliance by Consultant, Consultant shall recommend in writing final payment to contractor(s) and shall give written notice to City and contractor(s) that the work is acceptable, subject to any conditions expressed in such recommendation.

1.7.2 Site visits. Consultant shall visit the construction site at intervals appropriate to the various stages of construction as Consultant deems necessary or as the City requests in order to enable Consultant to observe as an experienced and qualified design professional the progress and quality of the various aspects of contractor(s)’ work. Based on information obtained during such visits and on such observations, Consultant shall advise City whether (i) the work is proceeding in accordance with the Construction Drawings and Technical Specifications, and (ii) the integrity of the design concepts have been implemented and preserved by the contractor(s). Consultant shall keep the City informed of the progress of the work in the manner and frequency requested by the City. During such visits and on the basis of such observations, Consultant may disapprove of or reject contractor(s)’ work while it is in progress if Consultant believes that such work will not produce a completed project that conforms generally to the contract documents or that it will prejudice the integrity of the design of the project as reflected in the Construction Drawings and Technical Specifications. Consultant shall notify the City within twenty-four (24) hours of the discovery of such conditions that stoppage of the work may be necessary to insure the proper execution of the Construction Drawings and Technical Specifications or to protect the public and/or property. Consultant shall sign any Stop Work Notice issued by the City. Consultant shall also have authority to reject all work, materials and equipment which do not conform to the Construction Drawings and Technical Specifications and to decide questions raised by contractor which arise in the execution of the work.

1.7.3 Change orders. Consultant shall prepare work change directives and change orders as required or requested by the City. Consultant will provide a response to the contractor and City with respect to a request for change order within a reasonable amount of time after receipt of contractor’s notice and all necessary backup information required by Consultant to formulate a response. Consultant will have authority to make minor changes in the work which: (1) do not result in extra cost; and (2) do not extend the timeline for completion of the project, and (3) are not inconsistent with the purpose of the work. Consultant is not authorized to bind the City to changes in contract price or time.

1.7.4. Contractor claims. Consultant will make decisions in writing on all claims of the contractor(s), and on all other matters relating to the execution and progress of the work or the interpretation of the Construction Drawings and Technical Specifications and contract documents. All such decisions of Consultant shall be final. In the event of any unresolved dispute between City and its contractor(s), Consultant may mediate a meeting with City and contractor(s) to resolve the dispute. Notwithstanding the foregoing, Consultant will not be an arbitrator of disputes between City and its contractor(s).

1.7.5 No contractor supervision. Consultant will not, either during site visits or as a result of observations of contractor(s)' work in progress, supervise, direct or have control over contractor(s)' work. Nor shall Consultant have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by contractor(s), for safety precautions incident to the work of contractor(s) or for any failure of contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to contractor(s) furnishing and performing their work. Accordingly, it is understood that Consultant can neither guarantee the performance of the construction contracts by contractor(s) nor assume responsibility for contractor(s)' failure to furnish and perform their work in accordance with the contract documents. Consultant shall not be required to make any examination to ascertain how or for what purpose any contractor has used the monies paid on account of the contract price, or to determine that title to any of the work, materials or equipment has passed to City free and clear of any lien, claims, security interests or encumbrances, or that there may not be other matters at issue between City and contractor that might affect the amount that should be paid. The limitations in this section shall not limit the responsibility of Consultant otherwise set forth in this Agreement.

Consultant is NOT authorized to do the following:

- a. Expedite the work for the contractor(s).
- b. Advise the contractor(s) on building techniques or scheduling.
- c. Get involved in disputes or problems between contractor(s) and subcontractor(s).

1.7.6 Deliverables.

- (a) Weekly project meeting minutes;
- (b) Recommendations regarding payment applications;
- (c) Transmittal of maintenance and operating instructions, schedules, guarantees, bonds and certificates and inspection, tests and approvals (assembled by contractor(s)) with written comments and, if applicable, recommendations regarding same;
- (d) Punch list of items to be completed by contractor after substantial completion;
- (e) Recommendation of final payment to the contractor(s) and written notice to City that the work is complete and reasonably conforms with the Construction Drawings and Technical Specifications.

1.7.7. Presentation. If requested by City, Consultant shall attend additional City meeting(s) and may be asked to make presentation of the project status or any issues or concerns.

1.8 Requirement for Drawings and Plans

Unless otherwise set forth in the scope of services, plans shall be based on the North American Datum of 1983, 1190 Adjustment and the North American Vertical Datum of 1988. All drawings and plans shall be accurate, legible, complete in design, drawn to scale, and suitable for bidding purposes.

1.9 Non-Exclusive

This is a non-exclusive Agreement and the City may secure similar or identical services from other professionals.

SECTION 2 – COMPLETION SCHEDULE

2.1 Project Schedule

Consultant agrees to complete its Professional Services and provided the indicated deliverables in accordance with the Project schedule.

2.2 Delay

2.2.1. Consultant's Professional Services shall be timely performed in compliance with the Project schedule or as amended in a writing executed by both parties. If Consultant is delayed at any time in the progress of its Professional Services by any act, failure to act or neglect of the City, or any separate consultant or contractor hired directly by the City, or by occurrences beyond the control and without any fault or negligence of Consultant, Consultant shall provide to the City, within five (5) working days of the date the delay began, written notice of the delay. Provided Consultant has timely notified the City of such delay, the City shall amend the schedule in writing, for the time delay actually caused by such occurrence, as determined by the City in its sole discretion. This extension of time shall be Consultant's sole and exclusive remedy attributed to such delay.

2.2.2. Consultant acknowledges responsibility for any delay damages suffered by the City as a result of Consultant's negligent, reckless or intentional wrongful actions or inactions. In the event that the City suffers or reasonably believes that it will suffer actual delay damages as a result of Consultant aforesaid actions or inactions, the City, in its sole discretion, said discretion to be exercised reasonably and in good faith, shall have the right and be entitled to terminate this Agreement upon five (5) day's written notice and such termination shall not be construed to constitute a breach of this Agreement by the City.

SECTION 3 - PROFESSIONAL SERVICES FEE & EXPENSES

3.1 Compensation.

The professional services Fee and administrative reimbursements to be paid by the City to Consultant, for all Professional Services of both Consultant and any of its subcontractors under this Agreement shall not exceed: Nine Hundred Forty One Thousand Six Hundred Fort Dollars (\$941,640.00). This amount includes an additional Ten Thousand Dollars (\$10,000.00) in reimbursable funds. This compensation amount shall be the sole amount paid to Consultant. The compensation may

be adjusted, if necessary, by a written amendment, duly approved and executed by Consultant and City, provided the City's budget includes, or is adjusted to include, the entire Fee.

3.2 Fee Schedule.

A detailed Fee Schedule, tied to the deliverables shall be attached as **Exhibit B**. The Fee schedule shall detail the hourly rates, number of hours and a payment schedule that shall not be front-loaded.

3.2.1 Rates. Consultant's hourly rates for every position or level of profession or staff for whom time will be invoiced under this Agreement shall be included in the Fee Schedule attached as **Exhibit B** and incorporated into this Agreement. All such rates shall be effective for the term of this Agreement. The fixed hourly costs for all positions will be applicable to both in-house professional engineering services and professional engineering services at the Consultant firm's place of business.

3.2.2 Expenses. The Fee Schedule shall include all administrative out-of-pocket expenses to be reimbursed under this Agreement.

3.2.3 Supporting Documents. Consultant shall maintain complete and orderly documentation underlying all of its invoiced out of pocket expenses, including copies of paid receipts, invoices, or other documentation acceptable to the City. Such documentation shall be sufficient to establish that the expenses were actually incurred and necessary in the performance of the Professional Services.

3.2.4 Mark-Up. Any out-of-pocket costs shall not be marked up more than three percent (3%).

3.2.5 Travel Expenses. Any agreed travel, per diem, mileage, meals, or lodging expenses, the cost of which are subject to the City's prior written approval, shall be paid in accordance with the rates and conditions established by the City's Travel Policy, a copy of which has been provided to Consultant, or the applicable law or ordinance.

3.3 Subcontracts.

Consultant may invoice for Professional Services related to the sub-contractual services at the established hourly rates in the Fee Schedule.

3.4 Invoices.

3.4.1 Invoices must identify the PO number and Contract Number.

3.4.2 Submit by email. Invoices shall be emailed to: ap@daniabeachfl.gov

Alternatively, invoices may be mailed to: City of Dania Beach
Accounts Payable,
100 W. Dania Beach Boulevard
Dania Beach, Florida 33004.

And shall be concurrently emailed to the designated City's Representative

3.4.3 Invoices requesting reimbursement of expenses shall include copies of all documentation of the expenses, to the satisfaction of the City.

3.4.4 Invoices received from Consultant pursuant to this Agreement shall be reviewed and are subject to the prior approval of the City to determine if services have been rendered in conformity with this Agreement.

3.5 Payment.

3.5.1 Electronic Deposit. The City will make payment by electronic deposit (ACH) based on the directions provided to the City from Consultant.

3.5.2. The Fee shall be paid in accordance with the Payment Schedule and upon acceptance of deliverables satisfactory to the City and receipt of a proper invoice from Consultant.

3.5.3. Payment of Fees will be made in accordance with the Local Government Prompt Payment Act, Section 218.70, et al., Florida Statutes, as amended, which provides for prompt payment, interest payments, and dispute resolution provided detailed invoices are submitted in compliance with the terms of this Agreement.

3.5.4. No payment made under this Agreement shall be conclusive evidence of the performance of this Agreement by Consultant, either wholly or in part, and no payment shall be construed to be an acceptance of or to relieve Consultant of liability for the defective, faulty or incomplete rendition of the Professional Services.

3.6 Final Invoice

In order for both parties to close their books and records, Consultant shall submit its final invoice no later than four (4) months after completion of all Professional Services. Consultant shall clearly indicate "Final Invoice" on its final invoice. Such indication shall certify to the City that all Services have been properly performed and all charges and costs owed in connection with this Agreement have been invoiced to the City. Any requests for reimbursement or fee payment, if not properly included on the final invoice or not submitted within four months of completion of Professional Services, are waived by Consultant.

SECTION 4 - TERM

4.1 Term.

This Agreement shall commence as of the date of full execution of this Agreement. This Agreement shall continue in force until completion of the Professional Services related to the Project under this Agreement, unless terminated early by either party or pursuant to the termination provisions in this Agreement

4.2 Surviving Provisions.

It is agreed that the indemnity provisions, insurance provisions, the right to audit and all covenants, agreements, and representations made in this Agreement or otherwise made in writing by

Consultant, including but not limited to any representations made relating to disclosure or ownership of documents, shall survive the expiration or termination of this Agreement.

SECTION 5 - ESTIMATED CONSTRUCTION COSTS

5.1 Included in Estimated Construction Cost

The Estimated Construction Cost of a project shall include the total cost to City of all elements of the entire project designed and specified by Consultant; including an itemization of each of the following:

- a. Cost of construction including all labor, materials and equipment required; including but not limited to, an estimated statement of proposed hourly rates and labor costs by job classification; general conditions, bonds and insurance, etc.;
- b. Allowance for construction cost contingencies;
- c. Regulatory permit fees;
- d. Allowance for other necessary services, such as materials testing, to be provided by others for the City;
- e. Traffic Control, when applicable;
- f. Sheet and shoring, when applicable;
- g. By-pass plumbing, when applicable;
- h. Pressure Testing, when applicable;
- i. Video Taping Inspections, when applicable;
- j. Mobilization and De-mobilizations;

(the “**Estimated Construction Cost**”)

5.2 Excluded in Estimated Construction Cost

The Estimated Construction Cost shall exclude Consultant’s Fee.

5.3 City’s Reliance; Adjustment to Estimated Construction Cost

Consultant hereby represents to the City that Consultant is aware that City is relying on the Estimated Construction Costs prepared by the Consultant. Consultant further represents that it has the necessary resources and expertise, including a cost analyst, to ensure that the bids received for the project will not exceed the Estimated Construction Costs determined by Consultant in the performance of its Professional Services under this Agreement by a factor of more than ten percent (10%) over and above the Estimated Construction Cost at the time that the construction procurement solicitation is advertised for the project, subject to unforeseeable, documented, changes in markets and costs. In the event that the bidding phase has not commenced within three (3) months after Consultant submits the Construction Drawings and Technical Specifications and Estimated Construction Cost of the project to the City, the Estimated Construction Cost of the project may be adjusted by Consultant to reflect any documented change in the general level of prices in the construction industry between the date of submission of the Estimated Construction Costs to the City and the date on which the construction

procurement solicitation is ultimately advertised.

5.4 Inaccurate Estimated Construction Cost

In the event that a least two (2) responsive and responsible bids are received, and the lowest “best value” bid, as such term is used in the City of Dania Beach Procurement Code, excluding any alternate bid items (“base bid”), exceeds the Estimated Construction Cost for a project by more than ten percent (10%), the Consultant shall explain, in writing, the reasons why the bids or proposals exceeded the ten percent (10%) factor following the analysis of all base bids. In such a circumstance, the City may at its sole discretion, exercise any one or more of the following options: (1) Consultant shall be required to amend, at the sole cost and expense of Consultant, the Construction Drawings and Technical Specifications along with the Estimated Construction Cost, to enable the project to conform to a maximum of ten percent (10%) above the Estimated Construction Costs of the project and the City’s project budget with such amendments subject to the written final acceptance and approval of the City; (2) Consultant shall be required to provide, at the sole cost and expense of Consultant, re-bidding services and related items (including costs associated with regulatory review and approval of revised documents) as many times as requested by the City until the base bid of at least one “best value” bid falls within the factor of ten percent (10%) of the Estimated Construction Cost of the project; (3) City may grant approval of an increase in the Estimated Construction Cost of project; (4) City may abandon the project and terminate this Agreement; or (5) City may select as many deductive alternatives as may be necessary to bring the award within ten percent (10%) of the Estimated Construction Costs of the project. Notwithstanding the foregoing and anything to the contrary contained in this Agreement, it is expressly understood and agreed that the redesigning services required to keep a project within 10% of the Estimated Construction Cost shall not be considered additional services and Consultant agrees that it shall not seek compensation from the City for same.

SECTION 6 - MODIFICATIONS TO THE SCOPE

Notwithstanding the foregoing provisions, the City reserves the right to make changes to a project or the scope of Professional Services at any time, including alterations, reductions or additions thereto. Upon receipt by Consultant of City’s notification of a contemplated change, Consultant shall in writing: (i) provide a detailed estimate for the increase or decrease in Consultant’s Fee and other design costs that would result from the contemplated change; (ii) provide a detailed estimate for the increase or decrease in Estimated Construction Costs that would result from the contemplated change; (iii) notify the City of any estimated change in the completion date; and (iv) advise the City how the contemplated change shall affect the Consultant’s ability to meet the completion dates or schedules. If the City so instructs in writing, Consultant shall suspend work on the portion of the scope of services affected by a contemplated change, pending the City’s decision to proceed with the change. If the City elects to make the change, the parties shall execute a written amendment to this Agreement and Consultant shall not commence work on any such change until such amendment is signed by the parties. It is further acknowledged and agreed that changes to Deliverables, or revisions of studies, that do not increase or change the overall estimate of time under the schedule shall be considered mere substitution of work for scope of work (“**Substituted Services**”) already included in the Fee. Substituted Services shall not in any circumstances be considered compensable as other expenses, and, to the extent that the event of Substituted Services causes an overall reduction in the amount of time for services considered in the Fee Schedule, such shall result in pro-rata reduction of the Fee.

SECTION 7 - REPRESENTATIONS OF THE CONSULTANT

7.1 Authority.

Consultant hereby represents to the City that it has full power and authority to enter into and fully perform its obligations under this Agreement without the need for any further corporate or governmental consents or approvals, and that the persons executing this Agreement are authorized to execute and deliver it.

7.2 Duly Licensed.

Consultant represents that it is duly licensed in Florida to perform the Professional Services under this Agreement and that it will continue to maintain all licenses and approvals required to conduct its business.

7.3 No Solicitation.

Consultant represents that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant, 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 Consultant, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. In the event of a breach or violation of this provision by Consultant, the City shall have the right to terminate the Agreement without liability and, at its discretion, to deduct from the Fee, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

7.4 Convicted Vendor List.

Consultant represents that the execution of this Agreement will not violate Section 287.133, Florida Statutes and certifies that Consultant and any parent corporations, affiliates, subsidiaries, members, shareholders, partners, officers, directors or executives, and any sub-consultants have not been placed on the Convicted Vendor List maintained by the State of Florida within 36 months prior to the submittal of the Proposal to under this RFQ. Violation of this section may result in termination of this Agreement and recovery of all monies paid hereto, and may result in debarment from City's competitive procurement activities.

7.5 Discriminatory Vendor List.

In accordance with Fla. Stat. Sec. 287.134, Consultant represents that it has never been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services. Violation of this section may result in termination of this Agreement and recovery of all monies paid hereto, and may result in debarment from City's competitive procurement activities.

7.6. Scrutinized Companies List.

Pursuant to Fla. Stat. Sec. 287.135, Consultant represents that Consultant is not on the Scrutinized Companies that Boycott Israel List, maintained by the State of Florida, and is not engaged in a boycott of Israel. Consultant further represents that it is not on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy

Sector List, or engages in business activities in Sudan or Cuba. Violation of this section may result in termination of this Agreement and recovery of all monies paid hereto, and may result in debarment from City's competitive procurement activities.

7.7 E-Verify.

7.7.1 In compliance with Section 448.095, Fla. Stat., Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of new employees hired by Consultant during the term of this Agreement. Consultant shall require all subcontractors performing services under this Agreement to verify the employment eligibility of new employees hired by the subcontractor during the term of this Agreement. Consultant shall require each of its subcontractors to provide Consultant with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Agreement.

7.7.2 The City, Consultant, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Consultant acknowledges that upon termination of this Agreement by City for a violation of this section by Consultant, Consultant may not be awarded a public contract for at least one (1) year. Consultant further acknowledges that Consultant is liable for any additional costs incurred by the City as a result of termination of any contract for a violation of this section.

7.7.3 Consultant or its subcontractor shall insert in any subcontracts the clauses set forth in this section and shall require subcontractors to include these clauses in any lower tier subcontracts.

7.8 ADA Compliance.

Consultant shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA), including all applicable regulations, guidelines, and standards.

7.9 Standard of Care.

The standard of care for all Professional Services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by members of Consultant's profession practicing under similar circumstances.

7.10 Standard of Conduct.

The implied covenant of good faith and fair dealing under Florida law is expressly adopted.

7.11 Compliance with Laws.

In the conduct of Professional Services under this Agreement, Consultant shall comply in all material respects with all applicable federal and state laws and regulations and all applicable County and City ordinances and regulations.

7.12 Design and Constructability.

Consultant hereby represents to City that where Professional Services includes development of Construction Drawings and Technical Specifications, such project: (i) is and shall be designed with no material defects in design, determined in accordance with sound architectural and engineering principles, as applicable, and generally accepted industry standards; (ii) is and shall be designed in accordance with generally accepted architectural and engineering standards, as applicable, and (iii) is constructible. Without waiver of City's other rights and remedies, City may require Consultant to perform again, at Consultant's sole cost and expense, any design services which were not performed in accordance with the requirements and standards set forth in this Agreement. Consultant hereby waives any claims which it may have or assert against the City with respect to this section, except and unless and failure of Consultant to perform, in whole or in part, is due to the action or inaction of the City. Without limiting any other remedy available to City, the Consultant shall furnish at its own expense any redesign or revisions to the Construction Documents and Technical Specifications necessary to correct any material errors, omissions, failures or deficiencies in such documents, and shall, at its sole cost and expense, correct any work performed in accordance with deficient documents. The City's review or approval of, or payment for, any Professional Services or deliverables under this Agreement shall not be construed as a waiver of any rights under this Agreement or any cause of action arising out of performance under this Agreement. This section shall survive the expiration or termination of this Agreement.

7.13 Ethics Provisions; No Conflicts of Interest.

7.13.1 Consultant represents that it has not given or accepted a kickback in relation to this Agreement and has not solicited this Agreement by payment or acceptance of a gratuity or offer of employment.

7.13.2 Consultant represents that it has not solicited this Agreement by payment of a gift or gratuity or offer of employment to any official, employee of the City or any City agency or selection committee.

7.13.3 Consultant represents that it does not and will not employ, directly or indirectly, the mayor, members of the City commission or any official, department director, head of any City agency, member of any board, committee or agency of the City, or any other City employee without prior approval.

7.13.4 Consultant represents that it does not employ, directly or indirectly, any official of the City. Consultant represents that it does not employ, directly or indirectly, any employee or member of any board, committee or agency of the City who, alone or together with his household members, own at least five percent (5%) of the total assets and/or common stock of Consultant.

7.13.5 Consultant represents that it has not knowingly given, directly or indirectly, any gift with a value greater than \$100 in the aggregate in any calendar year to the mayor, members of the City commission, any department director or head of any City agency, any employee of the City or any City agency, or any member of a board that provides regulation, oversight, management or policy-setting recommendations regarding the Consultant or its business.

7.13.6 Consultant represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with its performance under this Agreement. The Consultant further represents that no person having any such interest shall be employed or engaged by it to provide the Professional Services.

7.13.7 Consultant, its officers, personnel, subsidiaries and subcontractors shall not have or hold any continuing or frequently recurring employment, contractual relationship, business association or other circumstance which may influence or appear to influence Consultant's exercise of judgment or quality of the Professional Services being provided under this Agreement. Consultant, its officers, personnel, subsidiaries and subcontractors shall not perform consulting work for any third party that would in any way be in conflict with the Professional Services to be provided to the City under this Agreement.

7.13.8 Consultant, its officers, personnel, subsidiaries and subcontractors shall not, during the term of this Agreement, serve as an expert witness against City in any legal or administrative proceeding unless compelled by court process. Further, Consultant agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of City or in connection with any pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude such persons from representing themselves in any action or in any administrative or legal proceeding.

7.13.9 Consultant shall promptly notify the City in writing by certified mail of all potential conflicts of interest or any event described in this Section. Said notification shall identify the prospective business interest or circumstance and the nature of work that Consultant intends to undertake and shall request the opinion of the City as to whether such association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by Consultant. The City agrees to notify Consultant by certified mail of its opinion within thirty (30) calendar days of receipt of the said notification and request for opinion. If, in the opinion of the City, the prospective business association, interest or circumstance would not constitute a conflict of interest by Consultant, the City shall so state in its opinion and Consultant may, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the City by Consultant under this Agreement.

7.13.10 In the event Consultant is permitted to utilize subcontractors to perform any services required by this Agreement, Consultant agrees to prohibit such subcontractors, by written contract, from having any conflicts as within the meaning of this section.

7.14 Lobbying Certification.

Consultant certifies to the best of its knowledge and belief that no Federal or State grant funds or other resources received in connection with this Agreement will be used directly or indirectly to influence legislation or any other official action by a Member of Congress, a member of the Florida Legislature or any state agency.

7.15 Truth in Negotiation Statement.

Signature of this Agreement by Consultant serves as the execution of a truth-in-negotiation certificate certifying that the compensation and hourly rates and other expenses or costs to be compensated under this Agreement are accurate, complete and current at the time of contracting. The fees and expenses payable under the contract shall be adjusted to exclude any significant sums should the City determine that the fees and costs were increased due to inaccurate, incomplete or non-current wage rates or due to inaccurate representations of fees paid to sub-consultants or sub-contractors. Any such contract adjustments must be made within one year following the expiration or termination of this

Agreement.

7.16 Financial Capability.

Consultant certifies that Consultant has not filed for bankruptcy in the past five (5) years and is financially able to provide Professional Services under this Agreement. Consultant further represents that it has no obligation or indebtedness that would impair its ability to meet the completion dates or schedules to be established by the Project Schedule and this Agreement.

7.17 No Felony or Fraud.

Consultant certifies that neither Consultant nor any of Consultant's principals have been indicted for or convicted of a felony or fraud.

SECTION 8 – RESPONSIBILITIES OF THE CITY

8.1 Designation of Representative.

The City agrees to designate an individual to act as the City's representative with respect to the Professional Services to be rendered under this Agreement, provided that such representative shall not have the authority to amend or modify this Agreement. Such person shall have authority to transmit instructions, receive information and define the policies and decisions of the City with respect to Consultant's Professional Services.

8.2 Specification of City Requirements.

The City agrees to provide information as to the City's requirements for the Project or task or under this Agreement, including design objectives and constraints, space, capacity and performance requirements, flexibility and expendability and budgetary limitations.

8.3 Items to be furnished upon the Consultant's Request.

The designated representative of the City will use reasonable efforts to provide to Consultant, upon Consultant's request, the following information, along with previous reports or studies and any other data relative to design or construction of a project. The City makes no representation that any such data or documents provided by the City are accurate or reliable.

1. Data prepared by others relevant to the project;
2. Appropriate professional interpretations of data prepared by others relevant to the project;
3. Environmental assessment and impact statements;
4. Property, boundary, easement, right-of-way, topographic and utility surveys;
5. Property descriptions; and
6. Zoning, deed and other land use restrictions

8.4 Access to Property.

The City agrees to arrange for access to and make all provisions for Consultant to enter City property or facilities as required for Consultant to perform services under this Agreement.

8.5 Attendance at Meetings.

The City agrees that a representative of the City will attend regularly scheduled Project progress meetings, when requested, held at the City or Consultant's local office, as well as substantial completion inspections and final inspections. Consultant's Project Manager, or a key team member, will attend all regularly scheduled Project progress meetings at the dates and times established.

SECTION 9 – DOCUMENTS

9.1 Ownership of Documents.

All plans, drawings, calculation, construction documents, technical specifications, sketches, photographs, videos, illustrations, tracings, PowerPoint presentations, specifications, maps, computer files and/or studies or reports prepared or obtained under this Agreement, as well as all data collected, together with summaries and charts derived therefrom, regardless of form or format, will be considered works made for hire and, upon payment by the City of the Fee for same, will become the exclusive property of the City without restriction or limitation on their use and will be made available, upon request, to the City upon request and/or upon completion or termination of this Agreement. City shall not be required to pay any additional charges for the City's documents and records. Documents can be provided to the City electronically. Upon delivery to the City of said document(s), the City will become the custodian thereof in accordance with Chapter 119, Florida Statutes. Consultant will not copyright any material and products or patent any invention developed under this Agreement. Consultant specifically waives and releases all rights which Consultant may have in the materials, products or invention pursuant to 17 U.S.C. §§106A and 113(d). Consultant acknowledges and affirms that pursuant to 17 U.S.C. §106A(e) such waiver and release shall be effective as to any and all uses foreseeable and unforeseeable for which such materials, products or invention might be subject. Consultant waives and assigns to City all copyrights under 17 U.S.C. §101, et seq., and all other rights in the materials, products, invention and any work produced. Any reuse of Consultant's prepared documents by the City, except for the specific purpose intended under this Agreement, will be at City's sole risk and without liability or legal exposure to Consultant or its sub-consultants.

9.2 Obligation to Furnish Documents to the City.

Consultant shall deliver to the City for approval and acceptance, and before being eligible for final payment of any amounts due under this Agreement, all documents and materials prepared for the City in connection with this Agreement. All such documents and records shall be provided within a reasonable time at no additional cost. Such documents may be provided electronically.

9.3 Consultant's Records.

Notwithstanding any other provision in this Section, Consultant shall be entitled to retain a copy of all plans, drawings, calculation, construction documents, technical specifications, sketches, photographs, videos, illustrations, tracings, PowerPoint presentations, specifications, maps, computer files and/or studies or reports prepared or obtained under this Agreement, as well as all data collected, together with summaries and charts derived therefrom, for Consultant's records only as is necessary for Consultant to document its Professional Services. Consultant acknowledges that plans, drawings,

documents, and records related to the physical security of City facilities or security systems are exempt or confidential records and shall not be disclosed by Consultant, except as authorized by law and specifically authorized by City.

SECTION 10 – Reserved.

SECTION 11 – STANDARD TERMS AND CONDITIONS

11.1 Consultants Competitive Negotiation Act.

The parties confirm that the procurement of the Professional Services under this Agreement was the subject of the competitive selection and negotiation processes mandated by Section 287.055, Florida Statutes, unless specifically exempted from it.

11.2 Personnel; Staffing; Sub-contractors.

11.2.1 Independent Contractor Relationship. All persons employed by Consultant and engaged in any of the work or Professional Services performed by Consultant pursuant to this Agreement shall at all times be subject to Consultant's sole direction, supervision, and control. Consultant shall exercise control over the means and manner in which it and its employees perform the work, and in all respects Consultant's relationship and the relationship of its employees to the City shall be that of an independent contractor and not as employees or agents of the City, regardless of whether the Consultant's personnel work on-site. Consultant does not have the power or authority to bind the City in any promise, agreement or representation other than as may be specifically provided for in this Agreement. Consultant shall be responsible to the City for all Professional Services or work performed by Consultant or any person or firm engaged as a sub-consultant or subcontractor to perform work in fulfillment of this Agreement.

11.2.2 Personnel. Consultant represents that its project manager and all key staff identified in Consultant's Proposal shall remain assigned to the Project, unless otherwise specifically agreed by the City. All personnel engaged in performing the Professional Services shall be fully qualified and, if required, licensed or permitted under all applicable federal, state and local laws and regulations to perform such services. Consultant specifically acknowledges that its employees will not be covered by the City's workers' compensation insurance and Consultant will be solely and exclusively responsible for payment of all federal and state income, social security, unemployment and disability taxes due in respect of all compensation and/or other consideration paid by the City to Consultant under this Agreement.

11.2.3 Non-Discrimination by Consultant. The Consultant represents that all of its employees and applicants for employment are treated equally without regard to race, color, religion, sex, sexual orientation, gender identity or expression, genetic information, national origin, age, disability, familial status, or marital status, and that in providing services, Consultant does not discriminate with regard to any of the aforementioned factors.

11.2.4 Prohibited Persons. Neither Consultant nor any of its respective officers, directors, shareholders, partners, members or affiliates (including without limitation indirect holders of equity interests in Contractor) is or will be an entity or person subject to the provisions of Executive Order 13224, as amended, or is subject to sanctions of the United States government or is in violation of any

federal, state, municipal or local laws, statutes, codes, ordinances, orders, decrees, rules or regulations relating to terrorism or money laundering, or who is otherwise affiliated with any entity or person listed above.

11.2.5 Selection of Sub-Contractors. Consultant shall obtain the prior written approval of the City as to each proposed subcontractor and the City reserves the right to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractor in order to make a determination as to the capability of the subcontractor to perform properly under this Agreement. If it becomes necessary to replace a particular subcontractor to complete its part of the services, Consultant shall promptly do so, subject to prior written approval and acceptance of the new subcontractor by the City, which approval shall not be unreasonably withheld.

11.3 State Taxes.

Consultant understands that in performing the Professional Services for the City, Consultant is not exempt from paying sales tax to Consultant's suppliers for materials required for Consultant to perform under this Agreement. Consultant shall not be authorized to use the City's tax exemption number for purchasing supplies or materials.

11.4 Availability of Funds.

This Agreement is expressly conditioned upon the availability of funds lawfully appropriated and available for the purposes set out herein as determined in the sole discretion of the City. By law, the City shall not expend any money under any contract in excess of the amounts budgeted for such expenditure during the specific fiscal year. If funding for this Agreement is in multiple fiscal years, funds must be appropriated each year prior to costs being incurred. Nothing in this paragraph shall prevent the making of agreements with a term of more than one year, but any agreement so made shall be executory only for the value of the Professional Services to be rendered or paid for in succeeding fiscal years. In the event funds to finance this Agreement become unavailable, the City may terminate this Agreement upon no less than twenty-four (24) hours' notice to Consultant. The City shall be the sole and final authority as to the availability of funds.

11.5 Right to Audit.

Consultant shall maintain adequate records for the Professional Services performed under this Agreement, including (a) timesheets kept in a clear and orderly fashion used to substantiate the monthly invoices in accordance with generally accepted accounting principles, and (b) adequate records to justify all charges, expenses and costs in performing the Professional Services; and (c) copies of communications regarding the performance of its obligations under this Agreement, for five (5) years following completion of the Services, or conclusion of any litigation regarding this Agreement. The City shall have the right to audit Consultant's books and records, at the City's expense, upon prior notice, with regard to the Professional Services provided to the City under this Agreement. Consultant shall allow the City or its representative to interview all current or former employees to discuss matters pertinent to this Agreement. If an audit inspection in accordance with this section discloses overpricing or overcharges (of any nature) by Consultant to the City in excess of one-half of one percent (.5%) of the total contract billings, (1) the reasonable costs of the City's Internal Audit department shall be reimbursed to the City by the Consultant and (2) a 15% penalty of the overpricing or overcharges shall be assessed. Any adjustments and/or payments which must be made as a result of the audit inspection, including any interest, audit costs and penalties shall be made by the

Consultant within 45 days from presentation of City's findings to Consultant. Failure by Consultant to permit such audit shall be grounds for termination of this Agreement by the City.

11.6 Public Records Law.

11.6.1 Consultant shall comply with Chapter 119, Florida Statutes, regarding public records. Consultant shall keep and maintain all documents, correspondence, reports, computer files, emails, plans, drawings, calculations, technical specifications, sketches, photographs, videos, illustrations, tracings, specifications, maps, etc., prepared in order to perform the services under this Agreement.

11.6.2 Consultant shall ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed. Records that are exempt or confidential and exempt from public records requirements may include plans, drawings and records related to the physical security of City buildings or security systems and shall not be disclosed by Consultant, except as authorized by law and specifically authorized by City.

11.6.3 A request to inspect or copy public records relating to this Agreement must be made directly to the City. If the City does not possess the requested records, the City shall immediately notify the Consultant of the request, and the Consultant shall provide the records to the City or allow the records to be inspected or copied within a reasonable time at the cost that would not exceed the cost allowed by law. All records stored electronically must be provided to the City, upon request, in a format that is compatible with the information technology systems of the City. Failure of the Consultant to provide public records to the City within a reasonable time or allowable cost may be subject to penalties under Sec. 119.10, Fla. Stat., and may be cause for termination of the Contract by the City, in addition to any other remedies available under the Contract or by law.

11.6.4 Upon completion of the Agreement, Consultant shall transfer, at no cost, to the City all public records in possession of Consultant. Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY CLERK, WHO IS THE CITY'S CUSTODIAN OF PUBLIC RECORDS, AT:

Office of the City Clerk
City of Dania Beach
100 W. Dania Beach Boulevard
Dania Beach, FL 33004
954-924-6800, Ext. 3623
Eriera@daniabeachfl.gov

11.7 Confidentiality

Consultant agrees that it will make no statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of the Agreement, without first notifying the City and securing its consent in writing.

11.8 No Pledge.

Consultant shall not pledge the City's credit or attempt to make the City a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any other form of indebtedness.

11.9 Insurance.

The Consultant shall not commence services under an Agreement until it has obtained all insurance required under this paragraph and as required by the Agreement, and not until such time that the coverages are approved by the Risk Manager of the City. The Consultant shall not allow any employee of Consultant or any subcontractor to commence services on any subcontract until the subcontractor and all coverages required of any subcontractor have been obtained and approved by the Risk Manager of the City. In addition, the Consultant shall be responsible for any and all policy deductibles and self-insured retentions.

The following are requirements that must be met regarding the Consultant's delivery of Certificates of Insurance for all coverages required in the Agreement and Proposal Documents:

11.9.1 "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 Selected Proposer", then the City has the right to consider the awarded Agreement to the successful Proposer as void and to negotiate a contract with the next best qualified Proposer. "Special Provisions", as referenced below under each type of insurance requirement shall be fully confirmed on or attached to the "Official" certificates.

11.9.2 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 the Consultant 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.

11.9.3 Coverages shall be in force until all services required to be performed under the terms of the Agreement, including any applicable warranty period, is satisfactorily completed as evidenced by the formal written acceptance by the City. In the event insurance certificates provided to City indicate that the insurance shall terminate and lapse during the period of the Agreement, including any applicable warranty period, then in that event, the Consultant 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 CONSULTANT AND ANY APPROVED**

SUBCONTRACTOR SHALL NOT PERFORM OR CONTINUE SERVICES PURSUANT TO THE AGREEMENT, UNLESS ALL COVERAGES REMAIN IN FULL FORCE AND EFFECT. ANY DELAY IN THE WORK CAUSED BY A LAPSE IN COVERAGE SHALL BE NON-EXCUSABLE, SHALL NOT BE GROUNDS FOR A TIME EXTENSION, AND WILL BE SUBJECT TO ANY OTHER APPLICABLE PROVISIONS DESCRIBED IN THE AGREEMENT OR ELSEWHERE IN THE RFQ DOCUMENTS CONCERNING DELAY.

11.9.4 Insurance Requirements: The Consultant shall secure and maintain throughout the duration of the Agreement, insurance of such types and in such amounts not less than those specified below as satisfactory to City naming the City as Additional Insured, underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida. The insurance coverage shall be primary insurance with respect to the City, its officials, employees, agents and volunteers naming the City as additional insured. Any insurance maintained by the City shall be in excess of the Consultant's insurance and shall not contribute to the Consultant's insurance. The insurance coverages shall include at a minimum the amounts set forth in this section and may be increased by the Consultant as it deems necessary or prudent.

- a) Commercial General Liability coverage with limits of liability of not less than a \$1,000,000.00 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Consultant. The General Aggregate Liability limit and the Products/Completed Operations Liability Aggregate limit shall be in the amount of \$2,000,000.00 each.
- b) Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable state and federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$1,000,000.00 each accident. No employee, subcontractor or agent of the Consultant shall be allowed to provide services pursuant to this RFQ who is not covered by Workers Compensation insurance.
- c) Business Automobile Liability with minimum limits of \$1,000,000.00 per Occurrence, combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Service Office, and must include Owned, Hired, and Non-Owned Vehicles.
- d) Professional Liability Insurance in an amount of not less than One Million Dollars (\$1,000,000.00) per occurrence, single limit.

Coverage shall apply for a minimum of three years following completion of the services. The above are minimum requirements for projects up to \$100,000.00.

For projects over \$100,000.00, the following increased limits are required:

- General Liability: \$2,000,000.00 Per Occurrence/\$4,000,000 Aggregate
- Automobile Liability: \$2,000,000.00
- Professional Liability: \$3,000,000.00 Per Occurrence

11.10. Indemnification.

Consultant agrees to indemnify and hold harmless the City, its officers, agents and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of Consultant and any other persons employed or utilized by Consultant in provision of the Professional Services under this Agreement. PURSUANT TO F.S. SEC. 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD LIABLE FOR NEGLIGENCE. To the extent considered necessary by the City, any sums due Consultant under this Agreement may be retained by City until all of City's claims for indemnification have been resolved, and any amount withheld shall not be subject to the payment of interest by City. This indemnification agreement is separate and apart from, and in no way limited by, any insurance provided pursuant to this Agreement or otherwise. This paragraph shall not be construed to require Consultant to indemnify the City for the negligence or intentional acts of the City, its employees or agents. Nothing in this Agreement shall be deemed to be a waiver of the City's sovereign immunity under Section 768.28, Florida Statutes and City and Consultant also agree that any liability of City under this Agreement shall be limited to the amounts established in Section 768.28, Florida Statutes. This clause shall survive the expiration or termination of this Agreement.

11.11 Force Majeure

Any deadline provided for in this Agreement may be extended, as provided in this paragraph, if the deadline is not met because of one of the following conditions occurring with respect to that particular project or parcel: fire, strike, explosion, power blackout, earthquake, volcanic action, flood, war, civil disturbances, terrorist acts, hurricanes and acts of God. When one of the foregoing conditions interferes with contract performance, then the party affected may be excused from performance on a day-for-day basis to the extent such party's obligations relate to the performance so interfered with, or as agreed in writing between the parties, provided that the party so affected shall demonstrate and proceed with efforts to remedy or remove such causes of non-performance. The party so affected shall not be entitled to any additional compensation by reason of any day-for-day extension hereunder.

11.12. Termination.

11.12.1 Either party may terminate this Agreement for cause in the event that: (1) the other party violates any material provisions of this Agreement or performs same in bad faith or (2) unreasonably delays the performance of its obligations hereunder, upon written notice to said defaulting party five (5) calendar days prior to termination.

11.12.2 In the event this Agreement is terminated by the City for cause, the City may take over the Professional Services and complete them by contracting with another consultant (s) or otherwise, and in such event, Consultant shall be liable to the City for any additional cost incurred by the City due to such termination. "Additional Cost" is defined as the difference between the actual cost of completion of such incomplete Professional Services and the cost of completion of such Professional Services which would have resulted from payments to Consultant had this Agreement not been terminated.

11.12.3 The City shall have the right to terminate this Agreement, in whole or in part, without cause, upon five (5) days written notice to Consultant, when the City determines that continuation of

this Agreement would not produce beneficial results commensurate with the expenditure of public funds.

11.12.4 The City reserves the right to cancel this Agreement for failure by the Consultant to comply with the Public Records provisions of Chapter 119, Florida Statutes.

11.12.5 Upon termination, Consultant shall immediately assemble and deliver all documents, drawings, signed and sealed drawings, Construction Documents, Technical Specifications, CADD files, calculations, specifications, correspondence, testing and materials information, warranties, manuals, written information, electronic data and all other materials in its possession concerning the Professional Services under this Agreement and City projects to the City.

11.12.6 In the event of termination, Consultant, upon receipt of the notice of such termination, shall: (1) stop the performance of the Professional Services on the date and to the extent specified in the notice of termination; (2) place no further orders or subcontracts except as may be necessary for completion of any portion(s) of the Professional Services not terminated and as authorized by the written notice; (3) terminate all orders and subcontracts to the extent that they relate to the performance of the Professional Services terminated by the notice of termination; (4) transfer title to the City (to the extent that title has not already been transferred) and deliver according to the manner, at the times, and to the extent directed by the City, all property purchased under this Agreement and reimbursed as direct items of cost and not required for completion of the services not terminated; (5) promptly assemble and deliver as provided above all documents related to this Agreement; (6) promptly complete performance of any Professional Services not terminated by the notice of termination and/or cooperate in transition of its consulting duties to appropriate parties at the direction of the City.

11.12.7 In the event of termination, the City shall compensate Consultant for all authorized Professional Services satisfactorily performed through the termination date, and for costs incurred, under the payment terms contained in this Agreement. In the event of Termination for Cause, no payments to Consultant shall be made (1) for Professional Services not satisfactorily performed and (2) for assembly of and submittal of documents as required under this Agreement. In no event shall City be obligated to compensate Consultant for lost profits, or any resulting or consequential damages.

11.12.8 Upon termination, this Agreement shall have no further force or effect and the parties shall be relieved of all further liability under this Agreement, except that the provisions of this section and the provisions regarding termination, the right to audit, property rights, insurance, indemnification, governing law and litigation shall survive termination of this Agreement and remain in full force and effect.

11.13 Communications and Notice.

All written notices, demands and other communications required or provided for under this Agreement shall be sent by certified mail, return receipt requested, postage prepaid, in the case of mailing, or by overnight or same day courier, or by electronic transmission producing a written record, or hand delivered to the appropriate parties at the addresses(es) listed in **Exhibit D**.

11.14 Performance Evaluations.

Consultant will be evaluated on a project-by-project basis. The evaluations provide Information about compliance with budget, schedule, and oversight needs and provide input for the recertification process.

Evaluations are submitted to the Consultant's person in responsible charge or designee as part of the project closeout process.

11.15 Performance of Government Functions.

Notwithstanding anything in this Agreement to the contrary, nothing contained in this Agreement shall in any way stop, limit or impair the City of Dania Beach from exercising or performing any regulatory, policing, legislative, governmental or other powers or functions with respect to any project.

11.16 Litigation; Governing Law; Venue; Waiver of Jury Trial.

This Agreement shall be construed and interpreted, and the rights of the parties hereto determined, in accordance with Florida law without regard to conflicts of law provisions. The City and Consultant submit to the jurisdiction of Florida courts and federal courts located in Florida. The parties agree that proper venue for any suit concerning this Agreement shall be Broward County, Florida, or the Federal Southern District of Florida. Consultant agrees to waive all defenses to any suit filed in Florida based upon improper venue or *forum nonconveniens*.

11.17 Waiver of Jury Trial.

THE CITY AND CONSULTANT HEREBY MUTUALLY KNOWINGLY, WILLINGLY AND VOLUNTARILY WAIVE THE RIGHT TO TRIAL BY JURY, AND NO PARTY NOR ANY ASSIGNEE, SUCCESSOR, OR LEGAL REPRESENTATIVE OF THE PARTIES (ALL OF WHOM ARE HEREINAFTER REFERRED TO AS THE "PARTIES") SHALL SEEK A JURY TRIAL IN ANY LAWSUIT, PROCEEDING, COUNTERCLAIM OR ANY OTHER LITIGATION PROCEEDING BASED UPON OR ARISING OUT OF THIS AGREEMENT, OR ANY COURSE OF ACTION, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS RELATING TO THIS AGREEMENT. THE PARTIES ALSO WAIVE ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED, WITH ANY OTHER ACTION IN WHICH A JURY TRIAL HAS NOT BEEN WAIVED. THE PROVISIONS OF THIS PARAGRAPH HAVE BEEN FULLY NEGOTIATED BY THE PARTIES. THE WAIVER CONTAINED HEREIN IS IRREVOCABLE, CONSTITUTES A KNOWING AND VOLUNTARY WAIVER AND SHALL BE SUBJECT TO NO EXCEPTION. NEITHER THE CITY NOR THE CONSULTANT HAS IN ANY WAY AGREED WITH OR REPRESENTED TO THE OTHER OR ANY OTHER PARTY THAT THE PROVISIONS OF THIS PARAGRAPH WILL NOT BE FULLY ENFORCED IN ALL INSTANCES. THE PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

11.18 Remedies.

No remedy conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy granted by this Agreement or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy shall preclude any other or further exercise thereof.

No provision of this Agreement is intended, nor shall be construed to, create any third party beneficiary or provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or any employee of the City or Consultant.

11.19 Inspector General.

Consultant is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this Agreement, and may demand and obtain records and testimony from the Consultant and its subcontractors and lower tier subcontractors. Consultant understands and agrees that in addition to all other remedies and consequences provided by law, the failure of Consultant or its subcontractor or lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by the City to be a material breach of this Agreement justifying its termination.

11.20 Time of Essence.

Time shall be of the essence for each and every provision of this Agreement.

11.21 Waiver.

11.21.1 Any waiver by either party of any one or more of the covenants, conditions, or provisions of this Agreement, shall not be construed to be a waiver of any subsequent or other breach of the same or any covenant, condition or provision of this Agreement.

11.21.2 Nothing in this Agreement shall be interpreted to constitute a release of the responsibility and liability of Consultant, its employees, sub-contractors, agents and sub-consultants for the accuracy and competency of their designs, working drawings, Construction Documents, Technical Specifications or other documents and works, nor shall any approval by the City be deemed to be an assumption of such responsibility by the City for a defect or omission in designs, Construction Documents, Technical Specifications or other documents prepared by Consultant, its employees, agents or subcontractors.

11.22 Headings.

The headings contained in this Agreement are provided for convenience only and shall not be considered in construing, interpreting or enforcing this Agreement.

11.23 Counterparts; Electronic Signatures.

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original; and such counterparts will constitute one and the same instrument. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.

11.24 Severability of Provisions.

In the event that any term or provision of this Agreement shall to any extent be held invalid or unenforceable, it is agreed that the remainder of this Agreement, or the application of such terms or provision to persons or circumstances other than those as to which it is held invalid or unenforceable,

shall not be affected and every other term and provision of this Agreement shall be deemed valid and enforceable to the maximum extent permitted by law.

11.25 Assignment.

This Agreement may not be assigned by Consultant without the written authorization of the City after City's determination of the ability of the assignee to perform the Professional Services. Authorization may be withheld or delayed in the City's sole and absolute discretion. This Agreement shall be binding upon and inure to the benefit of the parties, their successors and permitted assigns.

11.26 Attached Exhibits

The following Exhibits and Forms are attached to this Agreement and incorporated into and made a part of this Agreement:

Exhibit A __ Scope of Services

Exhibit B – Fee Schedule

Exhibit C – MWBE/Small Business commitments (Forms MB01, MB03, SB01, SB03)

Exhibit D – Notice provisions

11.27 Entire Agreement; Controlling Provisions; Amendment.

11.27.1 This Agreement, including the RFQ, the Proposal, and Exhibits which are incorporated into this Agreement in their entirety, embody the entire agreement and understanding of the parties with respect to the subject matter of this Agreement and supersede all prior and contemporaneous agreements and understandings, oral or written, relating to said subject matter.

11.27.2 Except as otherwise specifically provided in this Agreement, in the event of any conflict between the specific provisions of this Agreement and the requirements or provisions of the RFQ and/or Proposal, the provisions shall be given precedence in the following order: (1) this Agreement, (2) the RFQ; and (3) the Proposal. Wherever possible, the provisions of the documents shall be construed in such manner as to avoid conflicts between provisions of the various documents.

11.27.3 This Agreement may only be modified by written amendment executed by the City and Consultant. Any amendments to this Agreement: (1) shall be subject to the mutual written agreement of the parties; (2) shall be in the form of numbered amendments; (3) shall be executed by both parties; and, (4) shall become part of the public records of the City. It is expressly understood, moreover, that no oral discussions, assents or representations shall constitute an enforceable amendment to this Agreement unless it is reduced to writing in accordance with this paragraph.

[Signatures on following page.]

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

ATTEST:

CITY OF DANIA BEACH, FLORIDA,
a Florida municipal corporation

ELORA RIERA, MMC
CITY CLERK

JOYCE L. DAVIS
MAYOR

APPROVED AS TO LEGAL FORM
AND CORRECTNESS:

ANA M. GARCIA, ICMA-CM
CITY MANAGER

EVE A. BOUTSIS
CITY ATTORNEY

WITNESSES:

Signature

PRINT Name

Signature

PRINT Name

CONSULTANT:

Walters Zackria Associates, PLLC
a Florida limited liability company

Signature

PRINT Name

Title

Dated: _____, 2024

STATE OF FLORIDA)

COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or by ☐ online notarization, on _____, 2024, by Abbas H. Zackria as President of Walters Zackria Associates, PLC, on behalf of the company. He/she is personally known to me or has produced _____ as identification.

Notary Public, State of Florida

Print Name

My Commission Expires:

EXHIBIT A

SCOPE OF SERVICES

CITY REQUEST FOR QUALIFICATIONS (“RFQ”) NO. 24-019

CITY OF DANIA BEACH, FLORIDA



REQUEST FOR QUALIFICATIONS FOR DESIGN SERVICES FOR OLSEN MIDDLE SCHOOL PARK PROJECT

City Request for Qualifications ("RFQ") No. 24-019

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

JULY 12, 2024

CITY OF DANIA BEACH, FLORIDA
REQUEST FOR QUALIFICATIONS (“RFQ”) FOR
“DESIGN SERVICES FOR OLSEN MIDDLE SCHOOL PARK PROJECT”
RFQ NO. 24-019

NOTICE TO PROPOSERS

NOTICE IS GIVEN that the City of Dania Beach, Florida (the “City”) will be accepting sealed Proposals from qualified and licensed firms for **“DESIGN SERVICES FOR OLSEN MIDDLE SCHOOL PARK PROJECT”, RFQ 24-019**.

Documents may be obtained from www.demandstar.com, or from the City Website at www.daniabeachfl.gov. For additional information concerning this proposal, please contact the Procurement Division at procurement@daniabeachfl.gov.

Electronic proposals must be received no later than 1:00 P.M. on August 12, 2024. Proposals will be publicly opened at 1:15 P.M. on that same day utilizing Zoom meeting software. Proposals must be submitted at www.demandstar.com.

The City of Dania Beach reserves the right to reject any and all proposals, with or without cause, to waive any informality in a proposal, to terminate the process or re-advertise and solicit new or additional proposals, and to make awards in the best interest of the City.

PRE-PROPOSAL CONFERENCE

A pre-proposal conference will not be held.

PROPOSAL SUBMISSION

Proposals must be submitted electronically on DemandStar, the City’s designated electronic bidding system. All bid document files must be clearly labeled **“DESIGN SERVICES FOR OLSEN MIDDLE SCHOOL PARK PROJECT”, RFQ 24-019**.

Pursuant to Florida law, all Proposals to this RFQ are exempt public records until thirty (30) days after opening, or award of Proposal, whichever is sooner. In the event presentations are necessary, all responders will be required to exit the room during the presentations of the other responders as portions of selection committee meetings at which presentations are made are exempt from Florida’s public meeting laws.

Proposals will be publicly opened and read aloud at 1:15 P. M., on the Proposal due date referenced above using Zoom meeting software on the above stated date and may be joined by utilizing this link:

<https://daniabeachfl-gov.zoom.us/j/85434798816?pwd=wCldUib3aB3cMbMgnyambGeg1ua259.1>

Award of Contracts for the Proposals will be made at a subsequent City Commission meeting.

All Proposers are advised that the City has not authorized the use of the City seal by individuals or entities responding to City Proposals.

The City Commission of the City of Dania Beach reserves the right to reject any and all Proposals, to waive any informality in a Proposal and to make an award in the best interests of the City.

Published on: July 12, 2024

OVERVIEW

The City of Dania Beach (“City”) is soliciting Proposals from interested persons, firms, or both for the provision of the services described in this RFQ. Through a Request for Qualifications process described in this document, persons and firms interested in assisting the City in provision of such services must prepare and submit a qualifications packet in accordance with the procedure and schedule in this RFQ. The City will review submittals only from those persons and firms that submit a Request for Qualifications packet which includes all the information required to be included as described in the RFQ.

In order to be considered, persons, consulting firms or team joint ventures must demonstrate specific experience and capabilities in all related areas for which they seek to perform work as described. Consultants should also be familiar with the standards, practices, requirements, and applicable ordinances of the City of Dania Beach.

The City intends to select a professional architecture, landscape architecture or engineering firm capable of providing services necessary to complete the improvements within the City as outlined in this RFQ. The scope of services include, but are not limited to, working with the City to create a bid package, identify all documents to include in the package, modifications to any drawings or documents to include in the package including any special grant conditions, photos, and other pertinent information and to provide overall project management for the project as well as assistance with construction management.

INSTRUCTIONS TO PROPOSERS

1. GENERAL

The following instructions are given as guidance to Proposers in properly preparing their Proposals to this Request for Qualifications for Consultant Services that are to be provided to the City of Dania Beach, Florida (the “City”).

2. SCOPE OF SERVICES

The scope of work is a general guide to the work the City expects to be performed by the Consultant and is not a complete listing of all services that may be required or desired. The general services include designing, permitting, bidding assistance and providing construction phase services associated with identified improvements to be made to a vacant property adjacent to Olsen Middle School located on SE 11th Terrace in Dania Beach.

I. Description of Proposed Project

The City of Dania Beach entered into a Recreation License Agreement with the School Board of Broward County for the Olsen Middle School land that is owed by the School Board of Broward County on December 13, 2022. The City Commission adopted the conceptual design of the property which includes specific amenities and site improvements. Anticipated design elements for this location include, but are not limited to, an artificial turf multipurpose football/soccer field with a 4 lane – 400 meter track to include covered bleachers, one (1) basketball court, one (1) tennis court, two (2) pickleball courts, dual age covered playground with turf safety surfacing, a passive walking-park, a 3500 square foot Parks and Recreation administrative office building, off street parking with 52-parking spaces and security fencing where necessary. Other improvements may also be necessary and may be determined during the design process.

II. City’s Priorities

Detailed construction documents are needed for bidding for this park improvement project. The City’s priorities for the Project include requiring the selected firm to:

- Design the elements of the Project as described above.

- Ensure that all installations are in strict compliance with the Florida Building Code or Miami-Dade Specifications.

III. In accordance with Florida State Statute 287.055, known as the “Consultants’ Competitive Negotiation Act” (the “CCNA”), the purpose of this solicitation is to invite architecture, landscape architecture and engineering firms (Consultants) to provide proposals for the design, surveying services, permitting, bidding assistance and construction phase services associated with the park improvement project identified in this RFQ. Work includes but is not limited to the following:

- Design, analysis and permitting for construction of the project.
- Create construction plans for the Park, including schematics and drawings to be provided to the City in PDF, AutoCAD or other format.
- Devise a bidding strategy to meet the project schedule that may include multiple contractors through multiple bids.
- Project management and oversight.
- Permit applications.
- Work hand-in-hand with a Construction Manager at Risk (CMAR) during the design process to ensure targeted construction costs can be met and constructability efforts will not result in a product that does not meet the City’s expectations.
- Final signed and sealed Plans, permits, detailed bid form, Technical Specifications and details.
- Complete and orderly maintenance of paperwork and records.
- Receipt and logging of correspondence.
- Review of Contractor(s) monthly invoices during construction phase and applications for payment.
- Project closeout inspection.

A. PROJECT LOCATION

Olsen Middle School Property at SE 11th Terrace, Dania Beach, 33004



3. SUBMISSION DEADLINE AND RESPONSE OPENING

All Proposals must be received by no later than 1:00 p.m. on August 12, 2024. The list of Proposers will be opened and read aloud at 1:15 p.m. on that same day. Electronic proposals are required.

4. **POSTPONEMENT AND EXTENSION OF DATE FOR SUBMITTING PROPOSALS:**

The City reserves the right to postpone and extend the date for the receipt of Proposals and will give ample notice of any such postponement and extension to each known prospective Proposers.

5. **SUBMITTAL REQUIREMENTS:**

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

5.1 Business Structure: Provide a description of the general capabilities of the Proposer, including information relating to the total size and staffing, professional staff, resources, and clerical support; Provide résumés of all key personnel who may be assigned to perform the requested services.

5.2 Relevant Experience: Provide a list of five (5) similar contracts for services within the last five (5) years provided to other municipalities, together with current contact names and telephone numbers with each municipality; contact persons must be able to speak about the performance of the Proposer. The form for the submission of the information is attached as Exhibit “A” and is made a part of and is incorporated into this RFQ by this reference.

5.3 Insurance Coverage: Proposers who or which are responding to the RFQ **MUST** comply with all insurance requirements specified in Section 8.5 (“Insurance Requirements”) of the RFQ Documents and the Agreement upon award to the successful Proposer.

5.4 Litigation: Provide a listing of all lawsuits or proceedings involving the Proposer within the past ten (10) years, including case names and numbers, courts, nature of the actions and disposition or status of each case.

5.5 Equal Opportunity Statement: A statement that the Proposer is an equal opportunity employer and that it does not and will not discriminate against any person, employee, or applicant for employment on account of age, race, creed, religion, color, sex, sexual orientation, disability, national origin, marital status, or political affiliation.

5.6 Minority/Women's Participation: The City of Dania Beach, in accordance with the requirements as stated in U.S. Code of Federal Regulations, 2 CFR 200.321, encourages the active participation of minority businesses, women's business enterprises and labor surplus area firms as a part of any agreement whenever possible. The Proposer must take affirmative steps and if subcontracts are to be let through a Proposer, the subcontractor is required to also take the affirmative steps listed below:

- a) Small and minority businesses and women's business enterprises are solicited whenever they are potential sources.
- b) Total requirements are to be divided, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises.
- c) Delivery schedules, where the requirement permits are to be established which encourage participation by small and minority businesses, and women's business enterprises.
- d) Services and assistance, as appropriate, are to be used, which is provided by such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

5.5 Copies of all licenses, certificates of competency or other documentation required by federal, state, or local laws, statutes or regulations are required to be submitted as evidence of the authority to perform the services described in the RFQ.

5.6 The following is a list of items that are REQUIRED to be returned with the RFQ Proposal:

Exhibit “A” – References
Exhibit “B” – Public Entity Crimes Form
Exhibit “C” – Non-Collusion Affidavit
Exhibit “D” – Qualification Statement
Exhibit “E” – Questionnaire
Exhibit “F” – Certification
Exhibit “G” – Drug Free Work Place Certification
Exhibit “H” – Acknowledgement of Addenda
Exhibit “I” – Certification of Accuracy of Proposal
Exhibit “J” – Affidavit of Compliance With Anti-Human Trafficking Laws

- 5.7** All Proposals must include preliminary certificates of insurance verifying all general insurance requirements.
- 5.8** All Proposals must be signed by a representative who is authorized to contractually bind the Proposer.

6. MINIMUM QUALIFICATION REQUIREMENTS:

In order for a Proposal to be considered by the City, Proposers shall demonstrate in their Proposals compliance with the following minimum requirements:

- 6.1** Proposers must be currently certified, licensed and authorized to work in the State of Florida to services as sought by this RFQ;
- 6.2** Experience working with government agencies;
- 6.3** Currently insured and meeting City insurance requirements with insurance certificates provided that state the name of the Proposer, current street address of the business and the type of work for which a Business Tax Receipt is issued as well as all additional insurance requirements, including required endorsements.
- 6.4** The City shall not consider Proposals that fail to demonstrate compliance with the above requirements. The selected Proposer(s) shall maintain and keep in force insurance throughout the life of any contract, and all renewals and extensions, if any, pertaining or related to the requirements specified in this Section. Failure of the Proposer to comply with these requirements will be sufficient grounds for the

City to declare the Contract in default and subject the contract to possible termination by the City.

7. **EVALUATION CRITERIA AND PROCEDURES:**

The City will consider Proposers that are responsive and responsible by providing accurate information as delineated (see Section 5, “Submittal Requirements”, in this RFQ).

7.1 Criteria: All submitted Proposals will be evaluated based on the information provided that is responsive to this RFQ. Evaluation criteria will include, but not be limited to, the ability of professional personnel; past performance; willingness to meet time and budget requirements; location; recent, current, and projected workloads of the firms.

The scoring of the Proposals by the Bid Review Committee will be based on a point total and not a percentage factor. The Bid Review Committee will evaluate and rank the Proposals received on the basis of the criteria and available points indicated below:

CRITERIA	MAXIMUM POINTS
Firm Qualifications: Qualifications of the firm; number of years firm has been in business; references/past performance; recent, current, and projected workloads	40
Experience and Qualification of Assigned Staff: Staff’s experience, qualifications, and technical capabilities	30
Approach and Delivery of Services: Understanding the scope of work, ability to comply with the full scope of work, technical soundness of Proposal	25
Woman or Minority Business Enterprise: Current certification must be provided with response	5
TOTAL MAXIMUM POINTS	100

7.2 Pursuant to Florida Statutes, Section 286.0113(2)(b)(1), “Any portion of a meeting at which a negotiation with a vendor is conducted pursuant to a competitive solicitation, at which a vendor makes an oral presentation as part of a competitive solicitation, or at which a vendor answers questions as part of a competitive solicitation is exempt from s. 286.011, Florida Statutes, and s. 24(b), Article I of the State Constitution”. Therefore, all Proposers will be required to exit the room during the presentations by the other Proposers when the Bid Review Committee addresses the foregoing matters.

7.2 The City reserves the right to accept or reject any or all Proposals, or parts of any Response, to waive any informalities, technicalities, or irregularities, to re-advertise the RFQ, to request further Proposals or clarifications, or take any similar actions that may be deemed to be in the best interests of the City.

8. **INTERPRETATIONS:** Any interpretations, clarifications or additional information not disclosed in this RFQ and determined to be necessary by the City in response to Proposer’s questions will be issued by means of addendum or addenda, which addendum or addenda will be posted to the City website, www.daniabeachfl.gov, and to Demand Star, www.demandstar.com, for all interested persons identified by the City as having received the RFQ. The Proposers are required to check the site to see if there has been any addendum or addenda posted regarding this RFQ. Only questions answered and information supplied by means of such Addendum or Addenda will be considered as binding. Oral interpretations, clarifications or other information will have no legal and binding effect.

8.1 All questions requiring clarification or interpretation of the RFQ documents shall be made in writing and shall be delivered to the City by **12:00 p.m. on August 1, 2024.**

8.2 Questions regarding the RFQ documents shall be directed to the City of Dania Beach Procurement Division at procurement@daniabeachfl.gov. Any modification or interpretation of the RFQ documents lies within the sole and exclusive judgment of the City or its Consultant, if so authorized by City, and shall be made in writing in the form of an Addendum or Addenda to all those who or

which are recorded by the City, as having obtained a complete set of the RFQ documents.

- 8.3 Interpretations or modifications of the RFQ documents made in any manner other than an Addendum or Addenda issued by the City shall not be binding. All updates, clarifications, or modifications to the RFQ shall be issued via written Addendum or addenda and shall be provided to all Proposers.
- 8.4 A Proposer, prior to submitting its Response, shall ascertain in writing that it has received any Addendum or all Addenda issued for the services.
- 8.5 Costs for those matters not questioned and not addressed in an Addendum or Addenda shall be the responsibility of the Proposer, and Proposer shall be responsible to include such costs in the RFQ.

9. **PUBLIC RECORDS:** If selected, the following will apply:

- 9.1 Proposer agrees to keep and maintain public records in Proposer's possession or control in connection with Proposer's performance under the Agreement. Proposer additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Proposer shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the City.
- 9.2 Upon request from the City custodian of public records, Proposer shall provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.
- 9.3 Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with the Agreement are and shall remain the property of the City.
- 9.4 Upon completion of the Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Proposer shall be delivered by the Proposer to the City Manager, at no cost to the City, within seven (7) days. All such records stored electronically by Proposer shall

be delivered to the City in a format that is compatible with the City's information technology systems. Once the public records have been delivered upon completion or termination of the Agreement, the Proposer shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

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

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

9.7 Section 119.0701(2)(a), Florida Statutes

IF THE PROPOSER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROPOSER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, THE PROPOSER MUST CONTACT THE CITY CUSTODIAN OF PUBLIC RECORDS.

Custodian of Records: 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

- 10. INSURANCE COVERAGE:** A selected Proposer shall not commence services under an Agreement until it has obtained all insurance required under this paragraph and as required by the Agreement, and not until such time that the coverages are approved by the Risk Manager of the City. The Proposer shall not allow any employee of Proposer or any subcontractor to commence services on any subcontract until the subcontractor and all coverages required of any subcontractor have been obtained and approved by the Risk Manager of the City. In addition, the Proposer shall be responsible for any and all policy deductibles and self-insured retentions.

The following are requirements that must be met regarding the Proposer's delivery of Certificates of Insurance for all coverages required in the Agreement and Proposal Documents:

- 10.1** "Preliminary" certificate means that certificates of insurance verifying all general insurance requirements (as noted below) must be included with your Proposals submittal on the date and time of the opening of Proposals. If the "preliminary" certificates are not included with a submittal, then the City has the right to consider the submitted response as non-responsive on the date and time of the response opening. "Preliminary" Certificates may be issued without documentation of all "Special Provisions". However, Proposers must understand that all provisions, including "Special Provisions" noted below, are expected to be fully documented on or attached to the "Official" Certificates of Insurance as described below.
- 10.2** "Official" Certificates of Insurance must be delivered to the City Clerk's office and Risk Manager of the City. If the "Official" certificates are not delivered before or on the fourteenth (14th) Business Day after the issuance by the City of the "Notice of Selected Proposer", then the City has the right to consider the awarded Agreement to the successful Proposer as void and to negotiate a contract with the next best qualified Proposer. "Special Provisions", as referenced below under each type of insurance requirement shall be fully confirmed on or attached to the "Official" certificates.

- 10.3** All Certificates of Insurance must clearly identify the contract to which they pertain, including a brief description of the subject matter of the contract. The certificates shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty (30) days' prior written notice has been given to City. If this coverage is not provided, then the Proposer is responsible for such notice to City. Insurance policies for required coverages shall be issued by companies authorized to do business under the laws of the State of Florida and any such companies' financial ratings must be no less than A-VII in the latest edition of the "BEST'S KEY RATING GUIDE", published by A.M. Best Guide. In the event that the insurance carrier's rating shall drop, the insurance carrier shall immediately notify the City in writing.
- 10.4** Coverages shall be in force until all services required to be performed under the terms of the Agreement, including any applicable warranty period, is satisfactorily completed as evidenced by the formal written acceptance by the City. In the event insurance certificates provided to City indicate that the insurance shall terminate and lapse during the period of the Agreement, including any applicable warranty period, then in that event, the Proposer shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed Certificate of Insurance as proof that equal and like coverages for the balance of the period of the Agreement, including any extension of it, and including any applicable warranty period, is in effect. **THE PROPOSER AND ANY APPROVED SUBCONTRACTOR SHALL NOT PERFORM OR CONTINUE SERVICES PURSUANT TO THE AGREEMENT, UNLESS ALL COVERAGES REMAIN IN FULL FORCE AND EFFECT. ANY DELAY IN THE WORK CAUSED BY A LAPSE IN COVERAGE SHALL BE NON-EXCUSABLE, SHALL NOT BE GROUNDS FOR A TIME EXTENSION, AND WILL BE SUBJECT TO ANY OTHER APPLICABLE PROVISIONS DESCRIBED IN THE AGREEMENT OR ELSEWHERE IN THE RFQ DOCUMENTS CONCERNING DELAY.**
- 10.5** **Insurance Requirements:** The Proposer shall secure and maintain throughout the duration of the Agreement, insurance of such types and in such amounts not less

than those specified below as satisfactory to City naming the City as Additional Insured, underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida. The insurance coverage shall be primary insurance with respect to the City, its officials, employees, agents and volunteers naming the City as additional insured. Any insurance maintained by the City shall be in excess of the Proposer's insurance and shall not contribute to the Proposer's insurance. The insurance coverages shall include at a minimum the amounts set forth in this section and may be increased by the Proposer as it deems necessary or prudent.

- 10.5.1** Commercial General Liability coverage with limits of liability of not less than a \$1,000,000.00 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Proposer. The General Aggregate Liability limit and the Products/Completed Operations Liability Aggregate limit shall be in the amount of \$2,000,000.00 each.
- 10.5.2** Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable state and federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$1,000,000.00 each accident. No employee, subcontractor or agent of the Proposer shall be allowed to provide services pursuant to this RFQ who is not covered by Workers Compensation insurance.
- 10.5.3** Business Automobile Liability with minimum limits of \$1,000,000.00 per Occurrence, combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Service Office, and must include Owned, Hired, and Non-Owned Vehicles.

10.5.4 Professional Liability Insurance in an amount of not less than One Million Dollars (\$1,000,000.00) per occurrence, single limit.

Coverage shall apply for a minimum of three years following completion of the services. The above are minimum requirements for projects up to \$100,000.00.

For projects over \$100,000.00, the following increased limits are required:

- General Liability: \$2,000,000.00 Per Occurrence/\$4,000,000 Aggregate
- Automobile Liability: \$2,000,000.00
- Professional Liability: \$3,000,000.00 Per Occurrence

11. RESPONSE PROTEST PROCEDURE:

- 11.1** After a Notice of Intent to Award a contract is posted, any actual or prospective Proposer in connection with the pending award of the Contract, or any element of the process leading to the award of the Contract may protest to the City Manager. A protest must be filed by 5:00 P.M. on the third (3rd) Business Day after posting of the Notice of Award (excluding the day that the Notice is posted) or any right to protest is waived. The protest must be in writing, must identify the name and address of the protester, and must include a factual summary of, and the basis for, the protest. Filing shall be considered complete when the written protest, together with an RFQ Protest w are both timely received by the City Manager's Office. No RFQ Protest shall be accepted unless it complies with the requirements of this Section.
- 11.2** An RFQ Protest Bond is intended to compensate the City for the expenses of administering the protest. If the protest is decided in the protester's favor, the entire deposit shall be returned to the protester. If the protest is not decided in the protester's favor, the deposit shall be retained by the City. The deposit shall be in the form of a cashier's check. The amount of the RFQ Protest Bond shall be Five Thousand Dollars (\$5,000.00).
- 11.3** Prior to any decision being rendered under this section with respect to a Proposal protest, the City Manager and the City Attorney, or their respective designees, shall

certify whether the submission of the Proposer to the Proposal in question is responsive. The parties to the protest shall be bound by the determination of the City Manager and the City Attorney with regard to the issue of responsiveness.

- 11.4 Protest Committee:** The Protest Committee shall have the authority to review, settle, and resolve all protests. Members of the Protest Committee will be appointed by the City Manager. If the Protest Committee determines that the pending award of a contract or any element of the process leading to the award involved a significant violation of law, applicable rule or regulation, all steps necessary and proper to correct the violation shall be taken. If the Protest Committee determines that the protest has merit, the City Manager shall direct all appropriate steps be taken to remedy it.

The decision shall specifically state the reasons for the action taken and inform the protestor of its right to challenge the decision. Any person aggrieved by any action or decision of the Protest Committee, with regard to any decision rendered under this section may appeal the decision to the City Commission for a hearing. The City Commission will hear the appeal and render a final decision.

- 11.6** In the event of a timely protest, the City Manager shall stay the award of the Contract, unless after consulting with the City Attorney and a representative from the City's Department for which the services are being obtained, the City Manager then determines that the award of the contract is necessary without delay to protect the substantial interests of the City. The continuation of the award process under these circumstances shall not preempt or otherwise affect the protest.
- 11.7** The institution and filing of a protest under this provision is an administrative remedy that shall be employed prior to the institution and filing of any civil action against the City concerning the subject matter of the protest.

12. CONE OF SILENCE

- 12.1 Definitions:** "Cone of Silence," as used in this RFQ means a prohibition on any communication between:

- a potential vendor, service provider, proposer, lobbyist, or consultant, and

- a City Commission member, City's professional staff including, but not limited to, the City Manager and her staff, or any member of the City's Bid Review Committee.

12.2 Restriction; Notice: A Cone of Silence shall be imposed upon this RFQ upon the advertisement of the RFQ. At the time of imposition of the Cone of Silence, the City Manager or designee shall provide for public notice of the Cone of Silence by posting a notice at the City Hall.

12.3 Termination of Cone of Silence: The Cone of Silence shall terminate at the beginning of the City Commission (whether a regular or special meeting) at which the City Manager makes a written recommendation of award to the City Commission. However, if the City Commission refers the City Manager's recommendation back to the City Manager or staff for further review, the Cone of Silence shall be re-imposed until such time as the City Manager makes a subsequent written recommendation.

12.4 Exceptions to Applicability: The provisions of this section shall not apply to:

- Communication with the City RFQ representative;
- Oral communications at pre-proposal conferences;
- Oral presentations before the Bid Review Committee;
- Public presentations made to the City Commission members during any duly noticed public meeting;
- Communications regarding the RFQ between a potential vendor, service provider, proposer, lobbyist or consultant and the City's Procurement Administrator or City employee designated as responsible for administering the procurement process for the RFQ, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document;
- Communications with the City Attorney and his staff;
- Duly noticed site visits to determine the competency of a Proposer regarding the RFQ during the time period between the opening of Proposals and the time the City Manager makes a written recommendation;
- Any emergency procurement of goods or services pursuant to City Code;

- Proposals to the City’s request for clarification or additional information;
- Communications to enable City staff to seek and obtain industry comment or perform market research, provided all related communications between a potential vendor, service provider, proposer, lobbyist, or consultant and any member of the City’s professional staff including, but not limited to, the City Manager and staff are in writing or are made at a duly noticed public meeting.

12.5 Penalties: Violation of this section by a Proposer or other listed person shall render any RFQ award or contract to the Proposer voidable by the City Commission or City Manager. Any person who violates a provision of this section may be prohibited from serving on the City Bid Review Committee. In addition to any other penalty provided in this RFQ, violation of any provision of this section by a City employee may subject the employee to disciplinary action.

Please contact the City Attorney for any questions concerning “Cone of Silence” compliance.

EXHIBIT “A”

REFERENCE LIST

FIVE (5) MUNICIPALITIES FOR WHICH PROPOSER PERFORMED SIMILAR SERVICES WITHIN THE PAST FIVE (5) YEARS

The following is a list of at least five (5) references from municipalities for which Proposer provided similar services to those sought in this RFQ in the past five (5) years:

1. Name of Entity for which services were performed: _____
Brief Description of Scope of Services: _____
Amount of Contract Award: _____
Status of Contract: _____
Contact Name: _____
Telephone Number: _____

2. Name of Entity for which services were performed: _____
Brief Description of Scope of Services: _____
Amount of Contract Award: _____
Status of Contract: _____
Contact Name: _____
Telephone Number: _____

3. Name of Entity for which services were performed: _____
Brief Description of Scope of Services: _____
Amount of Contract Award: _____
Status of Contract: _____
Contact Name: _____
Telephone Number: _____

4. Name of Entity for which services were performed: _____
Brief Description of Scope of Services: _____
Amount of Contract Award: _____
Status of Contract: _____
Contact Name: _____
Telephone Number: _____

5. Name of Entity for which services were performed: _____
Brief Description of Scope of Services: _____
Amount of Contract Award: _____
Status of Contract: _____
Contact Name: _____
Telephone Number: _____

EXHIBIT "B"

**CITY OF DANIA BEACH, FLORIDA
SWORN STATEMENT UNDER §287.133(3)(A), FLORIDA STATUTES
PUBLIC ENTITY CRIMES**

(This form must be signed in the presence of a Notary Public or other officer authorized to administer oaths.)

1. This sworn statement is submitted with Request for Qualifications, City RFQ No. 24-019.

2. This sworn statement is submitted by: _____
(**PRINT** Name of entity submitting sworn statement)

its business address is: _____

Federal Identification Number
(FEIN) is: _____
(if applicable)

Social Security Number: _____
(if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement)

3. My name is: _____
(**PRINT** Name of individual signing this document)

and my relationship to the entity is: _____
(President, General Partner, etc. as applicable)

4. I understand that a "public entity crime" as defined in §287.133(1)(g), Florida Statutes means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that to be "convicted" or "conviction" as defined in §287.133(1)(b), Florida Statutes, means a finding of guilt and conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere (also known as a plea of "No Contest").

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

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

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

Signature (of person whose **Printed** Name
first appears above)

Date

STATE OF _____
COUNTY OF _____

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared ☐ physical presence or ☐ online notarization, on _____ as _____, of _____, an organization authorized to do business in the State of Florida, and acknowledged and executed the foregoing statement as the proper official of _____ for the use and purposes mentioned in it and affixed the official seal of the entity, and that the instrument is the act and deed of that entity. He/she is personally known to me or has produced _____ as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this _____ day of _____, 2024.

Notary Seal

Signature of Notary Public

Printed Name of Notary Public

EXHIBIT “C”

NON-COLLUSION AFFIDAVIT

The undersigned Proposer has not divulged, discussed or compared his/her/its Response with any other Proposer, and has not colluded with any other Proposer or party to this Request for Qualifications whatsoever.

Signature of Proposer

PRINT Name of Proposer

Title

_____, 2024
Date

STATE OF _____
COUNTY OF _____

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared ☐ physical presence or ☐ online notarization, on _____ as _____, of _____, an organization authorized to do business in the State of Florida, and acknowledged and executed the foregoing statement as the proper official of _____ for the use and purposes mentioned in it and affixed the official seal of the entity, and that the instrument is the act and deed of that entity. He/she is personally known to me or has produced _____ as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this _____ day of _____, 2024.

Notary Seal

Signature of Notary Public

Printed Name of Notary Public

EXHIBIT "D"

PROPOSER'S QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made below:

	Check One
Submitted By: _____	☐ Corporation
Name: _____	☐ Partnership
Address: _____	☐ Individual
City, State, Zip _____	☐ Other
Telephone No. _____	(describe)
Fax No. _____	
Email _____	

State the true, exact, correct and complete name of the partnership, corporation, trade or other name under which you do business and the address of the place of business.

The full legal name of the Proposer is:

The address of the principal place of business is:

1. If Proposer is a corporation, answer the following:

Date of Incorporation: _____
State of Incorporation: _____
President's name: _____
Vice President's name: _____
Secretary's name: _____
Treasurer's name: _____
Name and address of Resident Agent: _____

2. If Proposer is an individual or a partnership, answer the following:

Date of organization: _____
Name, address and ownership percentage units of all partners:

State whether general or limited partnership and confirm it is registered to do business in Florida: _____

3. If Proposer is other than an individual, corporation or partnership, describe the organization and give the names and addresses of principals:

4. If Proposer is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

5. How many years has your organization been in business under its present business name? _____

a) Under what other former names has your organization operated?

6. Indicate registration, license numbers or certificate numbers for the businesses or professions, which are the subject of this RFQ. Please attach certificate of competency and state registration.

7. Have you personally reviewed the requirements for the proposed services?

☐ YES ☐ NO

8. Do you have a complete set of documents, including drawings and addenda?

☐ YES ☐ NO

9. Did you attend the Pre-Proposal Conference if any such conference was held?

☐ YES ☐ NO

10. Have you ever failed to complete any work awarded to you? If so, state when, where and why:

11. State the names, telephone numbers and last known addresses of three (3) owners, individuals or representatives of owners with the most knowledge of services which you have performed and to which you refer (government owners are preferred as references).

Name

Address

Telephone

12. List the pertinent experience of the key individuals of your organization (continue with an additional sheet, if necessary).

13. State the name and title of the individual who will have responsibility relating to the services:

14. State the name and address of attorney or law firm, if any, for the business of the Proposer:

15. State the names and addresses of all businesses and individuals who own an interest of more than five percent (5%) of the Proposer's business and indicate the percentage owned of each such business:

16. State the names, addresses and the type of business of all firms that are partially or wholly owned by Proposer:

17 State the name of the Surety Company which will be providing the bond, and name and address of agent:

18. Bank References:

Bank	Address	Telephone

19. Attach a financial statement including Proposer's latest balance sheet and income statement showing the following items:

- a) Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials, real estate, stocks and bonds, equipment, furniture and fixtures, inventory and prepaid expenses)
- b) Net Fixed Assets
- c) Other Assets
- d) Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries, real estate encumbrances and accrued payroll taxes)
- e) Other Liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus, and retained earnings).

20. State the name of the firm preparing the financial statement and its date:

21 Is this financial statement for the identical organization named on page one?

☐ YES ☐ NO

22. If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidiary).

The Proposer acknowledges and understands that the information contained in response to this

Qualification Statement shall be relied upon by the City in awarding a contract and such information is warranted by Proposer to be true. The discovery of any omission or misstatement that materially affects the Proposer's qualifications to perform under the contract shall cause the City to reject the proposal, and if after the award, to cancel and terminate the award, contract or both.

Signature

Print Name

Title

Date

STATE OF _____)

COUNTY OF _____)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared ☐ physical presence or ☐ online notarization, on _____ as _____, of _____, an organization authorized to do business in the State of Florida, and acknowledged and executed the foregoing Statement as the proper official of _____ for the use and purposes mentioned in it and affixed the official seal of the entity, and that the instrument is the act and deed of that entity. He/she is personally known to me or has produced _____ as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this _____ day of _____, 2024.

Notary Seal

Signature of Notary Public

Printed Name of Notary Public

EXHIBIT “E”

QUESTIONNAIRE

Please print or type

Firm Name: _____

President or Other Principal of Proposer: _____

Business Address: _____

Telephone: _____ Fax: _____

Email: _____

1. How many years has your organization been in business?

2. Have you ever failed to complete work awarded to you; if so, where and why?

3. Have you personally reviewed the proposed work and do you have a complete plan for its performance?

4. Will you sublet any part of this work? If so, list the portions or specialties of the work that you propose to subcontract.

a) _____

b) _____

c) _____

d) _____

Licensed in: _____
(County/State)

5. Include a subcontracting plan that identifies items such as a description of percentage of work to be subcontracted.

Contractor's License # _____ Expiration Date: _____

Contractor must have proper licensing prior to submitting Proposal and must submit evidence of same.

Remainder of this page intentionally left blank

EXHIBIT “F”

CERTIFICATION

(THIS DOCUMENT MUST BE SUBMITTED WITH THE PROPOSAL)

We (I), the undersigned, agree to furnish the item(s)/service(s) described in the RFQ. We (I) certify that we(I) have read the entire document, including the Scope of Work, Additional Requirements, Supplemental Attachments, Instructions to Proposers, Terms and Conditions, and any addenda issued. We (I) agree to comply with all of the requirements of the entire Request for Proposals.

Indicate which type of organization below:

INDIVIDUAL ☐ PARTNERSHIP ☐ CORPORATION ☐ OTHER ☐

If “Other”, Explain: _____

_____	_____
Authorized Signature	Company Name

_____	_____
Typed/Printed Name	Address

_____	_____
Telephone	City, State, ZIP

_____	_____
Fax	Federal Tax ID Number

Email address for above person (if any)

EXHIBIT "G"

DRUG-FREE WORKPLACE CERTIFICATION FORM

Whenever two (2) or more bids/proposals, which are equal with respect to price, quality, and service, are received by the CITY OF DANIA BEACH for the procurement of commodities or contractual services, a bid/proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of controlled substances is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in number(1).
4. In the statement specified in number (1), notify the employees that as a condition for working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction on or plea of guilty or no contest to any violation of Chapter 893, Florida Statutes or of any controlled substance law of the United States or any singular state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

This Certification is submitted by _____ the
(PRINT Name of Authorized Agent)
_____ of _____
(Title) (Proposer Name)

who does certify that said Company has implemented a drug-free workplace program, which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

Date

Signature

EXHIBIT “H”

ACKNOWLEDGMENT OF ADDENDA

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

ADDENDUM NUMBER	DATE RECEIVED	PRINT NAME	TITLE	SIGNATURE (BLUE INK ONLY)

EXHIBIT “I”

CERTIFICATION TO ACCURACY OF PROPOSAL

The Proposer, by executing this form, certifies and attests that all forms, affidavits and documents related to the document that it has enclosed in the Proposal in support of its Proposal are true and accurate. Failure by the Proposer to attest to the truth and accuracy of such forms, affidavits and documents shall result in the Proposal being deemed non-responsive and such Proposal will not be considered.

By submitting a response to do the work, the Proposer certifies that a careful review of the RFQ has taken place and that the Proposer is fully informed and understands the requirements of the RFQ and the expected Agreement and the quality and quantity of services to be performed.

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

- A. He/She is _____ of _____, the Proposer that has submitted the attached Proposal;
- B. He/She is fully informed respecting the preparation and contents of the attached Proposal and of all forms, affidavits and documents submitted in support of such Proposal;
- C. All forms, affidavits and documents submitted in support of this Proposal and included in this Proposal are true and accurate;
- D. No information that should have been included in such forms, affidavits and documents has been omitted; and
- E. No information that is included in such forms, affidavits or documents is false or misleading.

EXHIBIT “I”
CERTIFICATION TO ACCURACY OF PROPOSAL
(continued)

Signature (Blue ink only)

Print Name

Title

Date

STATE OF _____)

COUNTY OF _____)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared ☐ physical presence or ☐ online notarization, on _____ as _____, of _____, an organization authorized to do business in the State of Florida, and acknowledged and executed the foregoing Statement as the proper official of _____ for the use and purposes mentioned in it and affixed the official seal of the entity, and that the instrument is the act and deed of that entity. He/she is personally known to me or has produced _____ as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this _____ day of _____, 2024.

Notary Seal

Signature of Notary Public

Printed Name of Notary Public

EXHIBIT “J”

AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of the entity listed below (“Entity”), hereby attests under penalty of perjury that:

1. Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled “Human Trafficking”.

The undersigned is authorized to execute this affidavit on behalf of Entity.

Date: _____, 20____

Signed: _____

Entity: _____

Name: _____

Title: _____

CITY OF DANIA BEACH, FLORIDA



REQUEST FOR QUALIFICATIONS FOR DESIGN SERVICES FOR OLSEN MIDDLE SCHOOL PARK PROJECT

REQUEST FOR QUALIFICATIONS (“RFQ.”) NO. 24-019

ADDENDUM 1

Prepared by:

City of Dania Beach, Florida
100 W. Dania Beach Boulevard
Dania Beach, Florida 33004

JULY 17, 2024

CITY OF DANIA BEACH, FLORIDA
REQUEST FOR QUALIFICATIONS FOR
“DESIGN SERVICES FOR P.J. MELI AQUATICS COMPLEX IMPROVEMENTS”
RFQ 24-015
ADDENDUM 1

QUESTIONS AND ANSWERS

1. We see that RFQ for 24-015 *PJ Meli Aquatics* and 24-019 *Olsen Middle School* are posted, and that as part of these design services geotechnical and/or environmental services will likely be required. Can we submit an RFQ package for just these services? Or will it be sent out as a separate RFQ? **Packages cannot be submitted separately for geotechnical or environmental services. We are looking for services outlined in the RFQ. However, a bidder is permitted to be a subcontractor with another firm that needs assistance with these types of services.**

CITY OF DANIA BEACH, FLORIDA



REQUEST FOR QUALIFICATIONS FOR DESIGN SERVICES FOR OLSEN MIDDLE SCHOOL PARK PROJECT

REQUEST FOR QUALIFICATIONS (“RFQ.”) NO. 24-019

ADDENDUM 2

Prepared by:

City of Dania Beach, Florida
100 W. Dania Beach Boulevard
Dania Beach, Florida 33004

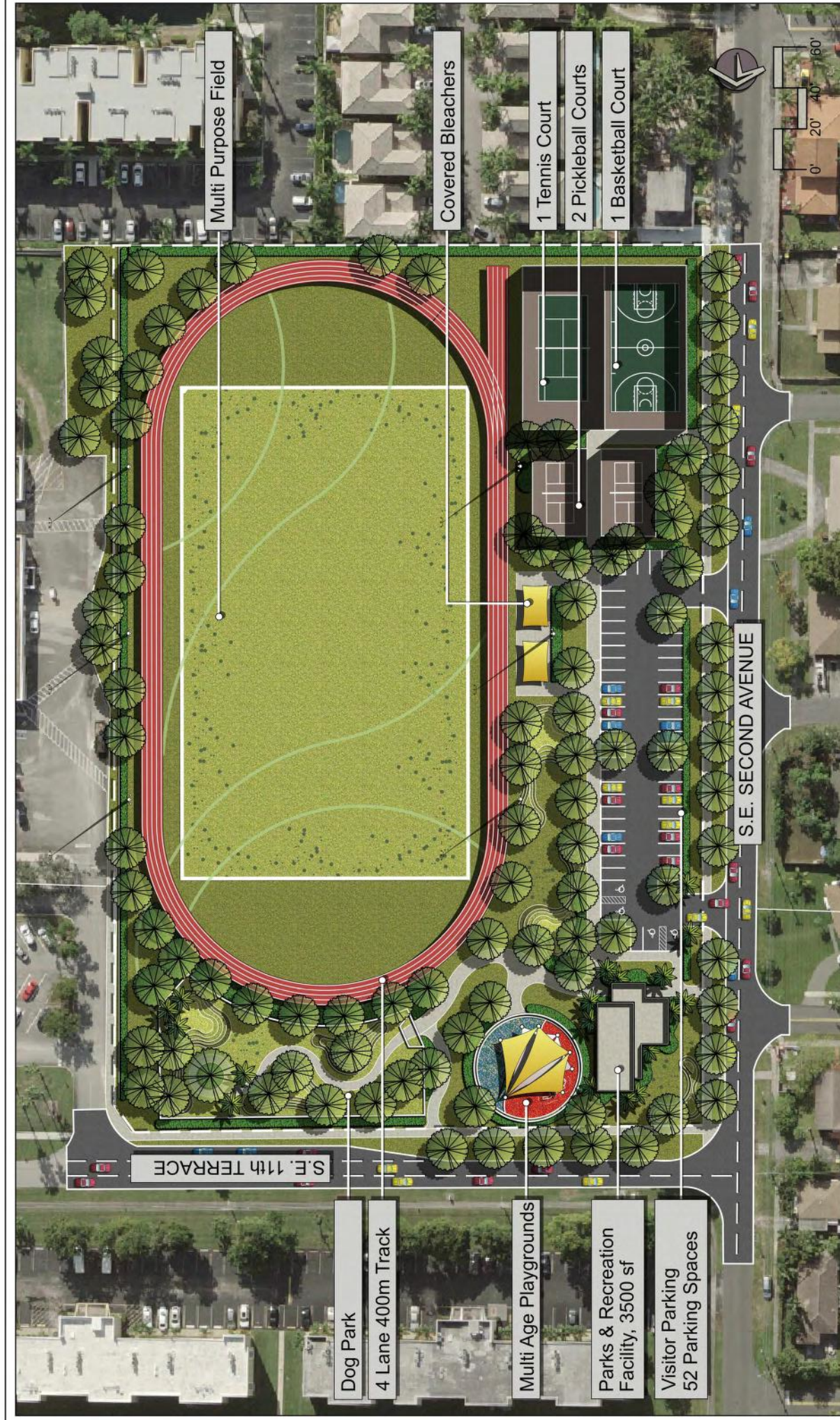
**August 1, 2024
CITY OF DANIA BEACH, FLORIDA**

**REQUEST FOR QUALIFICATIONS (“RFQ”) FOR
“DESIGN SERVICES FOR OLSEN MIDDLE SCHOOL PARK PROJECT”
RFQ NO. 24-019**

ADDENDUM 2

QUESTIONS AND ANSWERS

1. May a firm simultaneously serve as a prime consultant and a subconsultant to other firms for the purpose of this solicitation? May subconsultants join multiple teams? **Yes**
2. Can we get a copy of the conceptual design for the Olsen Middle School Park project? Who created it? **Yes, Bermello Ajamil & Partners, Inc. Please see the attached image.**
3. Will the track and field area be lit? **Yes**
4. Please confirm if restrooms will be included in the Parks & Recreation Administrative Office Building. **Yes, there will be restrooms in the Administrative Office Building.**
5. What will be the hours of use for the City Park and for the Olsen Middle School? **Olsen Middle will have use of the fenced in portion (track/multipurpose, basketball, baseball and tennis courts) during school hours. The remaining property outside the fenced area will remain open to the public at all times. The park will be used for a city park outside of the middle school use during school hours and during the weekends.**
6. What is the design budget? **The design budget is \$500K**
7. What is the construction budget? **Projected construction costs are estimated at \$6.4 million.**
8. Does a Broward CBE certification apply the same weight for the City’s Minority/Women’s Participation goal? **No, the entity must be a state certified W/MBE entity.**
9. Does the City see public involvement being a part of this project? **Yes, the city plans on having public involvement in the project. We have ensured public involvement throughout the Master Planning phases by holding workshops and a public input meeting. This collaborative approach has allowed us to gather valuable feedback and incorporate community perspectives into our plans. As a result, the City Commission has approved a conceptual design that reflects the community's needs and aspirations.**
10. Under item 4. At the top of page 32, It says licensed in County/State, is this relevant to the Design Service Proposal? If, so, is it for the Prime or the Subconsultants? **No, however, a license must be provided for the Prime and subconsultants as outlined in section 5.5 of the RFQ.**
11. Is item 5 Subcontracting plan relevant to this Design Service proposal, since we are not contractors? **No.**



November, 2023

OLSEN PARK - Concept Plan

CITY OF DANIA BEACH

EXHIBIT B
FEE SCHEDULE



October 28, 2024

Ms. Cassi Waren
Director of Parks and Recreation
100 W Dania Beach Blvd,
Dania Beach, FL 33004
cwaren@daniabeachfl.gov
954.924.6800, x3731

Re: Olsen Park – Architectural and Engineering Services Proposal

Dear Ms. Waren,

The firm of Walters Zackria Associates, PLLC proposes the following scope of work and fee schedule for the proposed Olsen Park located at 330 SE 11th Terrace, Dania Beach, Florida, with a Broward County Folio No.: 5142-03-69-0020, as shown on the attached Exhibit B. The project will include architectural and engineering design services with specifications for the following project elements:

1. New multipurpose synthetic turf field.
 - a. Sports lighting
 - b. Bleachers with shade
2. Landscape and Irrigation design for 7 acre site
3. Site Lighting
4. Office / Restroom building (Approx. 3,500 sf)
5. Hardscape and furnishing
6. 4 lane 400m running track
7. Perimeter fencing and fencing around the field
8. Parking lot
9. Basketball court
10. Tennis court
11. Pickle ball court
12. Dog walking area and perimeter fencing
13. Multi-age playgrounds
14. Park Fencing and signage

Services will include Architectural Design, Structural Engineering, MEP Engineering, Technology Engineering Civil Engineering, Landscape and Irrigation Services for the scope listed above.

I. TASKS

PHASE 1 DESIGN PHASE SERVICES

- | | |
|--------|-------------------------------------|
| TASK 1 | PREDESIGN SERVICES |
| TASK 2 | SITE ANALYSIS (EXISTING CONDITIONS) |
| TASK 3 | SCHEMATIC DESIGN SERVICES |

- TASK 4 CONSTRUCTION DOCUMENTS
- TASK 5 SITE PLAN REVIEW SUBMITTALS

PHASE 2 PERMITTING AND BIDDING PHASE SERVICES

- TASK 6 PERMIT SUBMITTAL
- TASK 7 BID PHASE SERVICES

PHASE 3 CONSTRUCTION PHASE SERVICES

- TASK 8 SHOP DRAWING REVIEW
- TASK 9 LIMITED CONSTRUCTION ADMINISTRATION
- TASK 10 STRUCTURAL, CIVIL ENGINEERING, LANDSCAPE/IRRIGATION INSPECTIONS

II. TASK DESCRIPTION

PHASE 1 DESIGN PHASE SERVICES:

TASK 1 PREDESIGN SERVICES

TASK 1.1 SCOPE AND DATA REVIEW

WZA shall confirm the scope/intent and establish the design parameters of the anticipated project in consultation with City staff by way of project meetings, (up to 1). Meeting discussion will include but not be limited to defining the scope, intent, limit and requirements of the project, budget review, scheduling, establishment of lines of communication, regulatory permitting considerations and procurement method.

TASK 1.2 NEEDS ASSESSMENT

City staff will provide a Needs Assessment Summary document to WZA to incorporate into the programming and schematic design.

TASK 1.3 BUILDING PROGRAM

Based on the Needs Assessment Summary, WZA will prepare a building program. The building program will convert the City's needs into building areas with approximate spatial size, adjacency relationships, equipment requirements, occupancy requirements, and programmatic considerations, etc. WZA shall provide a draft building program report to the City. The City will review and provide comments on the draft report, and WZA shall address City comments and produce a final building program report.

Deliverables: WZA shall provide a draft building program report and a final building program report.

TASK 2 SITE ANALYSIS (EXISTING CONDITIONS)

TASK 2.1 EXISTING SITE DATA COLLECTION

WZA will hire the following sub-consultants to document existing site conditions:

1. Surveyor to prepare the site survey.



- a. Boundary Survey
 - b. Topographic Survey
 - c. Tree Survey
 - d. Utility Marking Survey
2. Geotechnical Engineering firm to provide soil boring and foundation analysis.
 - a. Four SPT borings to a depth of 15 feet each in the area of the track,
 - b. Two SPT borings to a depth of 15 feet each in the area of the courts,
 - c. Two SPT borings to a depth of 25 feet in the area of the proposed Office / Restroom building.
 - d. One SPT boring to a depth of 15 feet in the area of the playground.
 - e. One SPT boring to a depth of 15 feet in the area of the covered bleachers,
 - f. Two SPT borings to a depth of 10 feet each in the area of the parking spaces.
 - g. Three South Florida Water Management District (SFWMD) usual type open-hole exfiltration test(s) to a depth of six feet each in an effort to measure the hydraulic conductivity of the existing soils at specific test locations for site drainage evaluation.
 - h. The borings will be performed in general accordance with ASTM D-1586 specifications. We assume the site is accessible to truck mounted drilling equipment and that underground utilities will be cleared by others prior to our performing the on-site work.
3. Underground locates company for sub-surface investigation.
 - a. Horizontal Designation Services
 - b. Location Services
 - c. Utility Mapping
4. Arborist for Tree Survey
 - a. Tree Survey and Arborist report
5. Civil Engineer for existing site permits research
 - a. SFWMD
 - b. BC EPD
 - c. City of Dania Beach
 - d. SBBC

WZA will also review and photo document existing site conditions.

TASK 3 SCHEMATIC DESIGN

WZA will create the schematic building plan, elevations, renderings, and site plan to comply with current project scope prepared by the City. WZA will submit the schematic package for City staff review and approval. WZA will present the Schematic Design at (2) public meetings – City Commission and SBBC.

TASK 3.1 CONCEPTUAL BUILDING FLOOR PLANS

Based on the final building program report, WZA will prepare a draft conceptual Building Floor Plans illustrating a layout for the proposed Facility. WZA will present the conceptual layout to City staff for discussion. The City will review and provide comments on the draft conceptual Building Floor Plans and the WZA shall address City comments and produce a final schematic plan.

Deliverables: The WZA shall provide a (1) draft conceptual Facility plan and (1) final conceptual Facility plan.



TASK 3.2 CONCEPTUAL SITE PLAN

WZA will prepare a conceptual site plan illustrating a layout for the proposed building, parking, circulation, secure and public areas, all park elements, etc. WZA will present the conceptual site plan to City staff for discussion. The City will review and provide comments on the draft conceptual site plan, and the WZA shall address City comments and produce final site conceptual plan.

Deliverables: The WZA shall provide (1) draft conceptual site plan and (1) final conceptual site plan.

TASK 3.3 CONCEPTUAL ELEVATIONS

WZA will prepare up to elevations illustrating architectural features and use of materials for the proposed building. WZA will present the elevations to City staff for discussion. The City will review and provide comments on the draft elevations and the WZA shall address City comments and produce a final rendering for presentation to the City Commission and SBBC for approval.

Deliverables: The WZA shall provide (1) draft conceptual elevation and (1) final conceptual elevation.

TASK 3.4 COLORED SITE PLAN AND RENDERINGS

WZA will prepare a colored site plan and building renderings for (1) design concept.

Deliverables: The WZA shall provide (1) draft conceptual colored plan and renderings and (1) final conceptual colored plan and renderings.

TASK 3.5 STATEMENT OF PROBABLE COST

Based on the final conceptual site plan and building plans, WZA will provide the City with a statement of probable cost for the construction of the Facility. The City will review and provide comments on the draft statement of probable cost, and WZA shall address City comments and produce a final statement of probable cost.

Deliverables: The WZA shall provide a draft statement of probable cost and a final statement of probable cost.

TASK 3.6 CITY and SBBC PRESENTATIONS

WZA shall prepare and present the project at a regularly scheduled City Commission and SBBC for approval.

TASK 4 CONSTRUCTION DOCUMENTS

WZA will provide Architecture, MEP Engineering, Technology Engineering, Structural Engineering, Civil Engineering, Landscape and Irrigation design drawings, technical specifications and details necessary to secure a building permit. The construction documents shall clearly identify civil, landscape, irrigation, architectural, structural, mechanical, electrical, plumbing and technology design solutions. All major features, systems and components shall be identified and detailed in this task.

TASK 4.1 PROGRESS SUBMISSION



WZA shall submit to City 60%, 95% and 100% design drawings of the subject facility for City review and approval. Upon approval of Task 4.1 60% submittal, WZA shall proceed to Task 5. Upon approval of Task 4.1 95% submittal and Task 5, WZA shall proceed to Tasks 6 and 7.

Deliverables:

- ◆ PDF copies of the 60% completed set of the construction documents for City review and approval
- ◆ PDF copies of the 95% completed set of the construction documents for City review and approval
- ◆ PDF copies of the 100% completed set signed and sealed construction documents with specifications on plans for City use. PDF signed and sealed copies will be provided for the building department

If the City should desire hard copies, prints, plans, handouts, or other material, WZA shall provide at normal reimbursable rates and as approved and authorized by City in advance.

TASK 5 SITE PLAN REVIEW SUBMITTAL

WZA shall submit the building plan and elevations to the City Zoning department for Site Plan review and approval. City shall pay all review fees. WZA will attend meetings with planning and zoning staff.

PHASE 2 PERMITTING AND BIDDING PHASE SERVICES:

TASK 6 PERMIT SUBMITTAL

Building Department Permitting - WZA shall give signed and sealed drawings to the City Building Department for review. WZA will make the necessary revisions required, which are part of the base project building program and scope of work.

Surface Water Permitting - WZA shall provide permitting services for the surface water drainage system modification obtained from Broward County EPD and SFWMD. WZA will make the necessary revisions required, which are part of the project scope of work.

Landscape / Irrigation Design, Permitting - WZA shall provide signed and sealed Landscape / Irrigation drawings for a City Permit. WZA will make the necessary revisions required, which are part of the project scope of work.

TASK 7 BID PHASE SERVICES

WZA will assist the City in selecting a General Contractor. WZA shall attend the pre-bid meeting, address RFI's and issue addenda, as required. One (1) bid phase is included in this proposal.

PHASE 3 CONSTRUCTION PHASE SERVICES:

TASK 8 SHOP DRAWING REVIEW

WZA will receive shop drawings, samples, cuts, Miami Dade "Notice of Acceptance", (NOA) and preliminary Operation and Maintenance, (O&M) manuals directly from the Contractor for review and approval. WZA, with sub-consultants, shall review the submittals for general conformance with the design intent and provisions of the Contract Documents. WZA, with sub-consultants, will consult with the City concerning the acceptability of substitute materials and equipment proposed by the Contractor. Review of up to 150 submittals (total, which includes submittals, and re-submittals, if



required) are included in this Proposal. WZA will maintain the shop drawing log and provide that log to the City. The shop drawing log will be reviewed at each monthly project meeting.

WZA shall act promptly and systematically to check all shop drawings, materials samples, catalogue cuts and NOA items to determine if the submittals are in accordance with the Contract Documents and Specifications. The turnaround time will be based on the size of the submittal, but shall in no case be in excess of 10 working days. Review will include at minimum acceptance, return for correction, re-submission or any other pertinent notes.

TASK 9 LIMITED CONSTRUCTION ADMINISTRATION SERVICES

WZA, with sub-consultants, will provide services for the administration of the executed contract between City and Contractor. This task includes rendering interpretations of the Contract Documents, providing scheduling assistance, project coordination and correspondence with City as outlined below. It is assumed general administration services will be provided for the 360-day project duration.

TASK 9.1 GENERAL CONSTRUCTION ADMINISTRATION

WZA, with sub-consultants, will provide services for the administration of the executed contract between City and Contractor. This task includes rendering interpretations of the Contract Documents, providing scheduling assistance, project coordination and correspondence with City as outlined below. It is assumed general administration services will be provided for the 360-day project duration.

TASK 9.2 CONFORMED CONTRACT DOCUMENTS

WZA, with sub-consultants, shall conform the bid documents by revising the drawings and technical specifications in accordance with changes made by addendum during the Bid advertisement period, and provide denoted, conformed Contract Documents to the City and the Contractor.

TASK 9.3 PRE-CONSTRUCTION CONFERENCE

WZA shall attend a preconstruction conference with representatives of the City and Contractor and major subcontractors. WZA shall prepare, in writing, agenda and minutes of conference.

TASK 9.4 REVIEW OF BASELINE PROJECT SCHEDULE AND SCHEDULE OF VALUES

WZA will review and comment on the Contractor's submitted preliminary (baseline) project schedule and draft schedule of values to be submitted with each application for payment. WZA will review revised submittals as needed to address all comments.

TASK 9.5 BI-WEEKLY MEETINGS AND SITE VISITS

WZA along with key City staff will attend bi-weekly project meetings (up to 26). WZA will request that sub-consultants attend as deemed necessary by WZA. These meetings may be at the project site.

The purpose of the bi-weekly project meeting is to discuss progress of the work. This includes to facilitate all coordination between the Contractor and various sub-contractors. WZA will confirm activities adhere to the approved schedule. Any potential delays due to deliveries, field conditions, staffing, weather, supply chain issues or other issues not detailed here will be discussed as well as providing solutions to realign efforts in order to finish the project on time. Included in the bi-weekly project meeting will be a discussion and review of the shop drawing log. WZA will take appropriate action to ensure that submittal deadlines and review turn-around periods are met.



WZA anticipates that Contractor will be responsible for preparation of the agenda and distribution of the bi-weekly project meeting minutes.

In conjunction with the Bi-weekly project meetings, WZA and sub-consultants (if required) shall conduct a site visit (up to 26). WZA shall report in writing all observations on issues to quality of ongoing work or site conditions to determine whether the progress is in general conformance with the Contract Documents and consistent with the progress reflected in the monthly applications for payment.

TASK 9.6 APPLICATIONS FOR PAY ESTIMATE

WZA shall review a pencil copy of each application for pay estimate. Certification of the payment request will constitute a representation by WZA to the City, that based on observations of the executed work as an experienced design professional and firm, work has progressed to the point indicated on the payment application supported by the approved schedule of values. WZA's signature on the payment application will be a recommendation for the City to execute payment.

A total of (13) applications, twelve monthly and one final are anticipated for this task.

TASK 9.7 CONSTRUCTION SCHEDULE REVIEW

WZA shall monitor the construction schedule monthly (total of 12) and report to the City conditions which may cause delay in completion. WZA shall provide comments to the Contractor as applicable.

TASK 9.8 RFI RESPONSE / CONSTRUCTION INTERPRETATIONS AND CLARIFICATIONS

During the performance of the work and until substantial completion, WZA, with sub-consultants, shall receive, log, distribute, and respond in writing, along with associated support materials, to Contractor's requests for information (RFI) regarding the design documents during the 12-month construction period. A total of 50 RFI responses have been included in this task. WZA, with sub-consultants, shall issue interpretations and clarifications of the Contract Documents, along with associated support materials, as requested by the Contractor. These interpretations will be rendered, and a response prepared by WZA and submitted to the Contractor in a timely fashion commensurate with the nature of the response.

TASK 9.9 CHANGE ORDERS

WZA shall make no changes to the design or changes causing additional cost or project duration without prior written approval from the City project manager.

WZA, with sub-consultants, shall prepare, process, and negotiate work change directives and change orders, during the 12-month construction period. For the purpose of this proposal, it is assumed that up to six (6) change orders will be prepared during the 12-month construction period. Additional WZA design for desired change orders for additional work scope, not due to discrepancies from the WZA's design, will need to be authorized by the City as an amendment to this proposal.

TASK 9.10 FIELD ORDERS

WZA may authorize minor changes in the work if the changes do not involve an adjustment in the contract price or contract time. Field orders must be compatible with the design concept of the Project functioning as a whole as in the Contract Documents.

TASK 9.11 SUBSTANTIAL AND FINAL COMPLETION AND CERTIFICATE OF CONSTRUCTION COMPLETION



WZA, with sub-consultants, shall conduct a substantial completion inspection and then a final inspection with the City to determine if the project has been completed in accordance with the Contract Documents and if the Contractor has fulfilled his obligations thereunder. Contractor will notify City and WZA that Project has reached substantial and final completion before inspections are performed. For the purpose of this subtask, Substantial Completion shall be deemed to be the stage in construction of the project where the project can be utilized for the purposes for which it was intended, and where minor items need not be fully completed, but all items that affect the operational integrity and function of the project are capable of continuous use. A punch-list will be prepared by WZA for each inspection (substantial & final) for the Project. WZA, with sub-consultants, will verify that all punch-list items have been completed. WZA shall recommend, in writing, final acceptance of the work to the City. Based upon available information, WZA will verify and certify to the City that the constructed facilities properly operate and are in general conformance with the Contract Documents.

TASK 9.12 PROJECT CLOSEOUT AND FINAL SUBMITTAL REVIEW

WZA shall organize and participate in final project reconciliation meetings with the City and/or the Contractor. WZA will review Contractor-provided record drawings and final O&M Manuals. City may proceed to make final payment to the Contractor once all closeout items have been received for the Project.

TASK 10 STRUCTURAL CIVIL ENGINEERING / LANDSCAPE / IRRIGATION INSPECTIONS

WZA will furnish the services of discipline-specific (Structural, Civil, and Landscape) inspectors (listed below) for construction of the project to supplement the CA throughout the duration of the construction period.

Structural Engineer will visit the site a minimum of (8) times during construction as follows:

- a) Foundation/Slab on Grade
- b) Reinforced Concrete
- c) Rebar
- d) Embedded Items
- e) Masonry
- f) Forms
- g) Trusses
- h) Sheathing

Civil Engineer will visit the site a minimum of (9) times during construction as follows:

- a) Tie ins to existing facilities
- b) Drainage lamping
- c) Sanitary Lamping / Lift Station Start Up
- d) Hydrostatic Testing of Water Mains
- e) Subgrade Inspections
- f) Final Rock Inspections
- g) Density Testing
- h) Substantial Completion
- i) Final Completion

Landscape Architect will visit the site a minimum of (3) times during construction:



- a) Plant Delivery
- b) During Plant Installation
- c) Substantial /Final Completion

IV. COMPENSATION:

Compensation for professional consulting Architectural and Engineering services as described herein shall not exceed amount of \$941,640.00 billed as lumpsum in accordance with the AGREEMENT. The fee breakdown is as follows:

Phase 1 - Design Phase Services (Lumpsum)	\$ 587,600.00
Phase 2 - Permitting and Bidding Phase Services (Lumpsum)	\$ 65,100.00
Phase 3 - Construction Phase Services (Lumpsum)	<u>\$ 278,940.00</u>
Labor Total	\$ 931,640.00
Reimbursables Total	<u>\$ 10,000.00</u>
Total	\$ 941,640.00

Reimbursables - Above listed design costs do not include reimbursable items such printing, plotting, material boards, renderings, outside agency permit fees, etc. \$10,000.00 would be estimated to cover these costs.

IV. PROJECT SCHEDULE

Upon receipt of the executed work authorization, WZA shall proceed with the work as described above and complete all task as follows:

◆ Predesign Services and Site Analysis	45 days
◆ Schematic Design	105 days (including 2 public meetings)
◆ 60% Construction Documents	75 days
◆ City / CM Review and Approval	15 days
◆ 95% Construction Documents	45 days
◆ City / CM Review and Approval	15 days
◆ 100% Construction Documents	30 days
◆ Site Plan Review	90 days
◆ Permitting / Bidding	90 days
◆ Construction (30,300,30)	<u>360 days</u>
TOTAL – Calendar Days	870 DAYS

Note: Proposed schedule is in calendar days. The proposed schedule does include (2) public meetings. City / GC Review Periods, Site Plan Review, Permitting / Bidding, and Construction are time allowances – actual number of days will vary and are out of WZA's control. The impact of these items is not known at this time.



V. AGREEMENT

Additional services - If requested by the CLIENT, shall include additional tasks not specifically mentioned above.

All additional services requested by the CLIENT shall be billed at the firm's standard hourly rates. Additional services may include:

Major redesign effort due to change in overall project scope, budget, or programming criteria.

CLIENT directed revisions to drawings from previously approved preliminary design documents.

Repair details or as-builts due to CLIENT requested changes, contractor's error or unauthorized deviation from contract documents.

LEED Design, Documentation, Commissioning Services

Construction Administration time exceeding 12 months

Warranty Phase Services

Compliance with Laws - Architect shall perform its services consistent with sound professional practice and shall endeavor to incorporate laws, regulations, codes, and standards applicable at the time the work is performed. In the event that standards of practice change during the Project, architect shall be entitled to additional compensation where additional services are needed to conform to the standard of practice. Building shall be designed to Florida Building Code, 8th Edition, effective January 1, 2023.

Payment Terms – Services will be invoiced at the completion of each phase. Payment will be expected within (30) days. A periodic charge of 1.5% / month will be charged on late payments.

Ownership of Documents - Documents prepared by architect for the Project are instruments of service and shall remain the property of architect. Record documents of service shall be based on the printed copy. Architect will furnish documents electronically however the CLIENT releases Architect from any liability that may result from documents used in this form. Architect shall not be held liable for reuse of documents for any purpose other than those intended under the Project.

Third Party Claims - The CLIENT will compensate architect for services performed in defense of any third party claim unless the claim resulted from the negligent act, error or omission of Architect.

Note! Pursuant to Florida Statute 558.0035, an individual employee or agent of this Firm may not be held individually liable for negligence.

Scope of Services and Fees - The scope of services for EACH project is based on the assumptions stated in the Proposal and information provided by the CLIENT. If the conditions encountered materially vary from those indicated, or if the Client and Owner's Representative directs Architect to modify the scope of services in writing, the costs and/or performance time established by the Proposal will be modified accordingly. Fees for services have been established in the Proposal. Unless other arrangements are established in the Proposal, fees shall be negotiated on an hourly basis.

Expenses - Material expenses and supplies; shipping charges; reproduction or copy charges, equipment rental; fees advanced on CLIENT's behalf, as well as all other ordinary reimbursable expenses incurred during the performance of the services set forth in the Proposal shall be reimbursed at Cost. Where applicable, equipment usage will be reimbursed as set forth in the Proposal.

Performance - Architect and its employees will exercise that degree of skill and care ordinarily exercised by members of the profession performing similar services in the geographical area where the services are being provided. NO OTHER WARRANTY, OF ANY KIND, EXPRESS OR IMPLIED, AT COMMON



LAW OR CREATED BY STATUTE, IS EXTENDED, MADE OR INTENDED, WITH RESPECT TO PROVIDING ANY SERVICES WHATSOEVER, INCLUDING THE FURNISHING OF ANY ORAL OR WRITTEN REPORTS.

Architect is not a guarantor of the project to which its services are directed or of any element thereof. Architect's responsibility is limited to performance of the services set forth in the Proposal in accordance with the standard of care set forth in this Paragraph. Architect is not responsible for acts or omissions of the CLIENT, or for third parties not under its direct control. By agreeing to this Contract, the CLIENT waives any and all claims for and forever releases Architect from any special, indirect or consequential damages including loss of use or loss of profit. Architect may rely upon information supplied by the Client or its contractors or WZAs, or information available from generally accepted reputable sources, without independent verification. Conclusions by Architect based on studies, observations and/or test results are limited to the specific conditions for which the studies, observations and/or tests were performed.

Latent Defects in Existing Construction - Architect shall not be responsible for latent or hidden defects that may exist, nor shall it be inferred from the completion of the Services that all defects will have been either observed or recorded. In as much as inspection or rehabilitation of an existing building requires certain assumptions that cannot be verified without expending great sums of additional money or destroying otherwise adequate or serviceable portions of the building, Architect shall not be responsible for costs of corrective work or any other expense or cost arising from any latent defects in existing conditions, or the accuracy or inaccuracy of drawings or information provided to Architect. Where Architect's services are limited to the performance of representative visual inspection of limited areas of the building or structure, Architect shall only be responsible for that which can be reasonably observed at such representative locations.

Subcontractors / Affiliated Subcontractors - Architect may retain certain Subcontractors or Specialty WZAs as Independent Contractors and/or Specialty Engineers.

Means, Methods and Procedures - It is understood that the CLIENT may perform evaluations of existing construction and/or may have construction services performed concurrent with, as a result of, or in accordance with the professional services provided by Architect. In any such case, Architect shall not have control over or charge of and shall not be responsible for the construction means, methods, techniques, sequences or procedures, or for safety precautions or programs in connection with any such construction work, as these remain solely the Contractor's responsibility. Architect shall not be responsible for the Contractor's schedules or failure to carry out work in accordance with documentation prepared by Architect pertaining to such work. Architect shall not have control over or charge of acts or omissions of any Contractor, Subcontractors, or their agents or employees, or for any other persons performing portions of any such work.

Hazardous Material - Architect shall bear no responsibility for the discovery, presence, handling, removal or disposal of hazardous or dangerous materials. The Contractor may be required by Agencies having Jurisdiction to pay for permits for additional testing of asbestos or other such hazards. Architect shall bear no responsibility for these additional costs.

Safe Working Environment - Contractor has the duty to provide a safe working environment to employees and if Architect reasonably determines the working conditions to be dangerous, then Architect may, without penalty, cease the performance of its services and withdraw its employees from the project until such dangerous conditions are corrected. In the event that Architect ceases the performance of its services in accordance with this section, Architect shall be entitled to an equitable adjustment to its compensation to account for any additional costs and expenses incurred as a result of such actions.

Concealed Conditions - This Agreement is based solely on the observations Architect was able to make with the site in its current condition at the time this Agreement. If additional concealed conditions are



discovered once work has commenced, which were not visible at the time the proposal, Contractor will stop work and point out these unforeseen concealed conditions to Architect so that CLIENT and Architect can execute a Change Order for any Additional Work.

CHAPTER 558, FLORIDA STATUTES, Contains important requirements you must follow before you may bring any legal action for an alleged construction defect. Sixty days before you bring any legal action, you must deliver to the other party to this contract a written notice, referring to chapter 558, of any construction conditions you allege are defective and provide such person the opportunity to inspect the alleged construction defects and to consider making an offer to repair or pay for the alleged construction defects. You are not obligated to accept any offer which may be made. There are strict deadlines and procedures under this Florida law which must be met and followed to protect your interests.

Subpoenas and Court Orders - Except in the case of an action by CLIENT against Architect, CLIENT shall be responsible, after notification, for payment of time charges, attorney fees and other expenses resulting from a required response to subpoenas or court orders issued by any party in conjunction with any services performed by Architect for the CLIENT. Charges shall be based on billing rates in effect at the time of such response. The parties hereby irrevocably submit to the jurisdiction of the state or federal courts located in Broward County, Florida in connection with any suit, action or proceeding arising out of or related to this Agreement.

Standard Rates – Billing rates for all additional services shall be as follows:

	HOURLY
TITLE	RATE
Principal Architect	\$ 325.00
Registered Architect	\$ 225.00
Project Manager 1	\$ 205.00
Project Manager 2	\$ 185.00
Project Manager 3 / Site Inspector	\$ 155.00
Cad Operator Level 1	\$ 115.00
Administrative	\$ 120.00

Rates are effective from 11-1-24 to 12-31-26. Rates are subject to increase after the effective period. Hourly rates may be adjusted annually after the 1-1-27. In no instance may any adjustment exceed 5% in any one year.

Additional Items - Fees quoted under this proposal shall be valid for 120 days. The project shall be completed within (1) year of the notice to proceed. If the project is delayed beyond that time period, the WZA shall be eligible for additional compensation.

Please note that the firm cannot be held liable or responsible for undocumented or concealed existing site or building conditions.

CLIENT Requirements -

The CLIENT will provide all available as-built drawings.

The CLIENT will be responsible for permit fees to all agencies having jurisdiction.

Thank you for the opportunity to provide design services. Please contact our office if you have any questions regarding this proposal.



Sincerely,



Abbas H. Zackria, RA, CDT, LEED AP
Principal Architect

CLIENT Approval

Date

Signature _____
Title



EXHIBIT A - FEE BREAKDOWN

Olsen Park Expansion									
HOURLY TASK BREAKDOWN									
									TOTAL = \$931,640.00
November 5, 2024	Principal Arch/Engineer	Registered Architect	Project Architect I	Project Manager 2	Project Manager 2 / Site Inspector	CAD Operator Level 1	Administrative	Totals	
PHASE 1 - DESIGN PHASE SERVICES									Subtotal \$587,600.00
Task 1 - Predesign Services									\$26,880.00
Task 1.1 - Scope and Data Review									
Task 1.2 - Needs Assessment									
Task 1.3 - Building Program									
All Disciplines									
Total Hours for Task 1	4	20	40	0	80	0	4		
Rate	\$325.00	\$225.00	\$205.00	\$185.00	\$155.00	\$115.00	\$120.00		
Total	\$1,300.00	\$4,500.00	\$8,200.00	\$0.00	\$12,400.00	\$0.00	\$480.00		\$26,880.00
Task 2 - Site Analysis (Existing Conditions)									\$58,850.00
Task 2.1 - Existing Site Data Collection	4	20	0	0	0	0	4		
Total Hours for Task 2	4	20	0	0	0	0	4		
Rate	\$325.00	\$225.00	\$205.00	\$185.00	\$155.00	\$115.00	\$120.00		
Total	\$1,300.00	\$4,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$480.00		\$6,280.00
Subconsultants Task 2									
Survey									\$12,195.00
Geotech									\$10,500.00
Underground Locates									\$18,375.00
Tree Survey									\$5,500.00
Permit Research									\$6,000.00
Task 3 - Schematic Design									\$88,510.00
Task 3.1 - Conceptual Building Floor Plans									
Task 3.2 - Conceptual Site Plan									
Task 3.3 - Conceptual Elevations									
Task 3.4 - Colored Site Plan and Renderings									
Task 3.5 - Statement of Probable Cost									
Task 3.6 - City and SBSS Presentations									
Total Hours for Task 3	20	80	80	0	120	120	8		
Rate	\$325.00	\$225.00	\$205.00	\$185.00	\$155.00	\$115.00	\$120.00		
Total	\$6,500.00	\$18,000.00	\$16,400.00	\$0.00	\$18,600.00	\$13,800.00	\$960.00		\$74,260.00
Subconsultants Task 3									
Landscape Architect									\$14,250.00
Task 4 - Construction Documents									\$372,000.00
Task 4.1 - Progress Submission									
Total Hours for Task 4	80	160	320	0	400	400	20		
Rate	\$325.00	\$225.00	\$205.00	\$185.00	\$155.00	\$115.00	\$120.00		
Total	\$26,000.00	\$36,000.00	\$65,600.00	\$0.00	\$62,000.00	\$46,000.00	\$2,400.00		\$238,000.00
Subconsultants Task 4									
Civil Engineer									\$40,500.00
Landscape Architect									\$27,000.00
MEP									\$31,950.00
Technology									\$14,550.00
Structural									\$20,000.00
Task 5 - Site Plan Review Submittals									\$41,360.00
All Disciplines									
Total Hours for Task 5	8	40	80	0	80	0	8		
Rate	\$325.00	\$225.00	\$205.00	\$185.00	\$155.00	\$115.00	\$120.00		
Total	\$2,600.00	\$9,000.00	\$16,400.00	\$0.00	\$12,400.00	\$0.00	\$960.00		\$41,360.00
PHASE 2 - PERMITTING AND BIDDING PHASE SERVICES									Subtotal \$65,100.00
Task 6 - Permit Submittal									\$41,060.00
All Disciplines									
Total Hours for Task 6	20	20	40	0	120	20	8		
Rate	\$325.00	\$225.00	\$205.00	\$185.00	\$155.00	\$115.00	\$120.00		
Total	\$6,500.00	\$4,500.00	\$8,200.00	\$0.00	\$18,600.00	\$2,300.00	\$960.00		\$41,060.00
Task 7 - Bid Phase Services									\$24,040.00
All Disciplines									
Total Hours for Task 7	20	20	40	0	0	40	2		
Rate	\$325.00	\$225.00	\$205.00	\$185.00	\$155.00	\$115.00	\$120.00		
Total	\$6,500.00	\$4,500.00	\$8,200.00	\$0.00	\$0.00	\$4,600.00	\$240.00		\$24,040.00
PHASE 3 - CONSTRUCTION PHASE SERVICES									Subtotal \$278,940.00
Task 8 - Shop Drawing Review									\$65,000.00
All Disciplines									
Total Hours for Task 8	20	20	240	0	0	0	40		
Rate	\$325.00	\$225.00	\$205.00	\$185.00	\$155.00	\$115.00	\$120.00		
Total	\$6,500.00	\$4,500.00	\$49,200.00	\$0.00	\$0.00	\$0.00	\$4,800.00		\$65,000.00
Task 9 - Limited Construction Administration Services									\$170,680.00
Task 9.1 - General Construction Administration									
Task 9.2 - Conformed Contract Documents									
Task 9.3 - Pre-construction Conference									
Task 9.4 - Review of Baseline Project Schedule and Schedule of Values									
Task 9.5 - Bi-weekly Meetings and Site Visits									
Task 9.6 - Applications for Pay Estimate									
Task 9.7 - Construction Schedule Review									
Task 9.8 - RFI Response / Construction Interpretations and Clarifications									
Task 9.9 - Change Orders									
Task 9.10 - Field Orders									
Task 9.11 - Substantial and Final Completion and Certificate of Construction Completion									
Task 9.12 - Project Closeout and Final Submittal Review									
All Disciplines									
Total Hours for Task 9	40	200	400	0	120	80	24		
Rate	\$325.00	\$225.00	\$205.00	\$185.00	\$155.00	\$115.00	\$120.00		
Total	\$13,000.00	\$45,000.00	\$82,000.00	\$0.00	\$18,600.00	\$9,200.00	\$2,880.00		\$170,680.00
Task 10 - Structural Civil Engineering/Landscape/Irrigation Inspections									\$43,260.00
All Disciplines									
Total Hours for Task 10	20	40	40	0	120	0	8		
Rate	\$325.00	\$225.00	\$205.00	\$185.00	\$155.00	\$115.00	\$120.00		
Total	\$6,500.00	\$9,000.00	\$8,200.00	\$0.00	\$18,600.00	\$0.00	\$960.00		\$43,260.00



EXHIBIT B - PROJECT LIMITS



EXHIBIT C

MWBE/ SMALL BUSINESS COMMITMENT

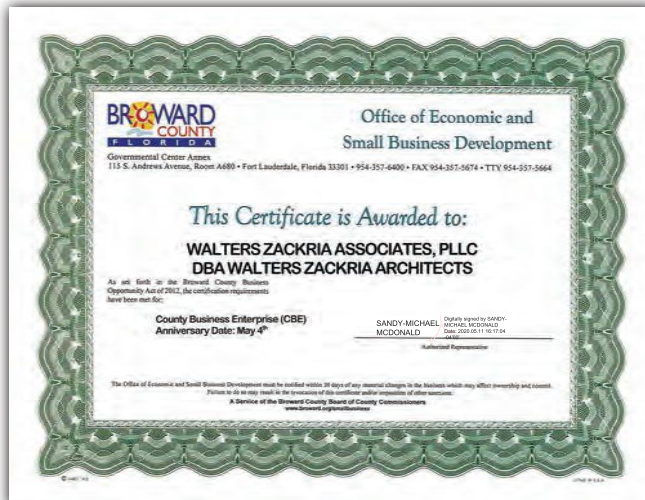
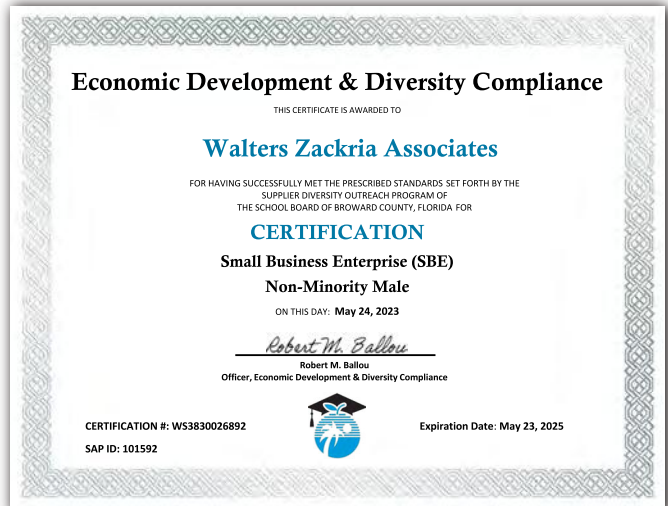
[Insert Statement of MWBE Participation (Form MB01)]

[Insert Statement of Small Business Participation (Form SB01)]

WALTERS W A ZACKRIA

ARCHITECTS

MBE/CBE/SBE CERTIFICATES





CBE/SBE/MBE CERTIFICATES



EXHIBIT D

Notice

All notices required by this Agreement shall be sent in accordance with Section 11.14 to the following addresses:

To the City:

Ana M. Garcia, ICMA-CM, City Manager
City of Dania Beach
100 W. Dania Beach Boulevard
Dania Beach, FL 33402-3366

with a copy to:

Eve A. Boutsis, City Attorney
City of Dania Beach
100 W. Dania Beach Boulevard
Dania Beach, FL 33402-3366

To Consultant:

Abbas H. Zackria, R CDT LEED AP
President
Walters Zackria Associates, PLLC
5813 N. Andrews Way
Fort Lauderdale, Florida 33309



City of Dania Beach Community Development Memorandum

DATE: 12/10/2024

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

SUBJECT: Modification of Subgrant Agreement between the Division of Emergency Management regarding the Watershed Master Plan Grant

Request:

Community Development Department (“Department”) is requesting the City Commission to execute Modification Number Three to Subgrant Agreement between the Division of Emergency Management (FDEM) and the City of Dania Beach in accordance with the Watershed Master Plan Grant, extending the Agreement through May 31, 2025.

Background:

The Florida Division of Emergency Management’s (FDEM) Bureau of Mitigation prioritizes flood risk management as an integral part of its mission. The goal of FDEM’s Watershed Master Planning Initiative is to assist local communities in developing a Watershed Master Plan for the purpose of increasing flood resiliency in Florida communities. This initiative will also help improve the City’s rating in the Community Rating Systems (CRS) of the National Flood Insurance Program (NFIP) that could provide additional savings on flood insurance premiums for Dania Beach residents.

On September 17, 2024, FDEM approved an extension to this Agreement through December 31, 2024. The City is requesting another three-month extension to allow additional time for the city to respond to any comments received from FDEM. FDEM has initially approved this extension request and has provided a modification to the executed agreement, that is attached to this agenda item.

Budgetary Impact

None

Recommendation

The Community Development Department is recommending execution of the attached Modification.

RESOLUTION NO. 2024-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE MODIFICATION NUMBER FOUR TO THE SUBGRANT AGREEMENT BETWEEN THE CITY OF DANIA BEACH AND THE STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT FOR A FIVE-MONTH EXTENSION TO A GRANT FOR THE CREATION OF A WATERSHED MASTER PLAN; PROVIDING FOR CONFLICTS; FURTHER PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on June 3, 2022, City staff applied for the Watershed Planning Grant from the Florida Division of Emergency Management; and

WHEREAS, on November 21, 2022, the City Commission approved the City to enter into an grant agreement with the Florida Division of Emergency Management's Bureau of Mitigation; and

WHEREAS, on September 26, 2023, the City Commission approved Modification Number One to the Subgrant Agreement for a three-month extension; and

WHEREAS, on January 9, 2024, the city executed Modification Number Two to the Subgrant Agreement through September 30, 2024; and

WHEREAS, on August 27, 2024, the city executed Modification Number Three to the Subgrant Agreement through December 31, 2024; and

WHEREAS, the Florida Division of Emergency Management's Bureau of Mitigation prioritizes flood risk management as an integral part of its mission; and

WHEREAS, the City timely submitted its report, but is awaiting comments from relevant agencies, which may revise the City's report and as such the City requires additional time to receive and incorporate those comments; and

WHEREAS, the State has no objection to the request for additional time for the above stated purpose; and

WHEREAS, the goals of the Watershed Master Planning Initiative are to assist local communities in developing a Watershed Master Plan for purposes of moving the City's rating up in the Community Rating Systems (CRS) of the National Flood Insurance Program (NFIP) and to increase resiliency in Florida communities; and

WHEREAS, the City Administration recommends that the City Commission authorize staff to modify the original Subgrant Agreement to allow for a five-month extension, through May 31, 2025.

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

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

Section 2. That the proper City officials are authorized to accept and execute Modification Number Four to the Subgrant Agreement, which is attached and incorporated into this Resolution as Exhibit “A”, on behalf of the City of Dania Beach, Florida with the Florida Division of Emergency Management, Bureau of Mitigation for a five-month extension for the creation of a Watershed Master Plan, through May 31, 2025.

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

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

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

Section 6. That this Resolution shall take effect ten (10) days after passage.

PASSED AND ADOPTED on _____, 2024.

Motion by _____, second by _____.

FINAL VOTE ON ADOPTION: Unanimous _____

Yes No

Commissioner Lori Lewellen _____

Commissioner Luis Rimoli _____

Commissioner Archibald J. Ryan IV _____

Vice Mayor Marco Salvino _____

Mayor Joyce L. Davis _____

ATTEST:

ELORA RIERA, MMC
CITY CLERK

JOYCE L. DAVIS
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY



City of Dania Beach Community Development Memorandum

DATE: 12/10/2024

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

SUBJECT: Modification of Subgrant Agreement between the City of Dania Beach and Florida Atlantic University regarding the Watershed Master Plan Grant.

Request:

The Community Development Department (“Department”) is requesting the City Commission to sign Amendment No. 4 to the Master Research Agreement with Florida Atlantic University (FAU), extending the Agreement through May 31, 2025.

Background:

The City entered into a Master Research Agreement with FAU on December 15, 2022 for the creation of a Watershed Master Plan in association with the Watershed Planning Grant awarded to the City by the Florida Division of Emergency Management (FDEM) in the amount of \$100,000.

The Florida Division of Emergency Management’s (FDEM) Bureau of Mitigation prioritizes flood risk management as an integral part of its mission. The goal of FDEM’s Watershed Master Planning Initiative is to assist local communities in developing a Watershed Master Plan for the purpose of increasing flood resiliency in Florida communities. This initiative will also help improve the City’s rating in the Community Rating Systems (CRS) of the National Flood Insurance Program (NFIP) that could provide additional savings on flood insurance premiums for Dania Beach residents.

On September 17, 2024, FDEM approved an extension to this Agreement through December 31, 2024. The City is requesting another three-month extension to allow additional time for the city to respond to any comments received from FDEM. FDEM has initially approved this extension request and has provided a modification to the executed agreement, that is also on this agenda for approval.

Budgetary Impact

None

Recommendation

The Community Development Department is recommending execution of the attached Modification Number Four.

RESOLUTION NO. 2024-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AMENDMENT #4 TO THE MASTER RESEARCH AGREEMENT BETWEEN THE CITY OF DANIA BEACH AND FLORIDA ATLANTIC UNIVERSITY FOR A FIVE-MONTH EXTENSION TO A GRANT FOR THE CREATION OF A WATERSHED MASTER PLAN; PROVIDING FOR CONFLICTS; FURTHER PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on June 3, 2022, City staff applied for the Watershed Planning Grant from the Florida Division of Emergency Management; and

WHEREAS, on November 21, 2022, the City Commission approved the City to enter into a grant agreement with the Florida Division of Emergency Management's Bureau of Mitigation; and

WHEREAS, on December 15, 2022, the City entered into Master Research Agreement #C-23-027 with Florida Atlantic University; and

WHEREAS, on September 28, 2023, the City executed Amendment #1 to the Master Research Agreement #C-23-027 extending the Agreement through December 31, 2023; and

WHEREAS, on January 9, 2024, the City executed Amendment #2 to the Master Research Agreement #C-23-027 extending the Agreement through September 30, 2024; and

WHEREAS, on August 27, 2024, the City executed Amendment #3 to the Master Research Agreement #C-23-027 extending the Agreement through December 31, 2024; and

WHEREAS, the City is awaiting comments from relevant agencies, which may revise the City's report and as such the City requires additional time to receive and incorporate those comments; and

WHEREAS, the State has no objection to the request for additional time for the above stated purpose; and

WHEREAS, the goals of the Watershed Master Planning Initiative are to assist local communities in developing a Watershed Master Plan for purposes of moving the City's rating up in the Community Rating Systems (CRS) of the National Flood Insurance Program (NFIP) and to increase resiliency in Florida communities; and

WHEREAS, the City Administration recommends that the City Commission authorize staff to amend the original Master Research Agreement #C-23-207 to allow for a five-month extension, through May 31, 2025.

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

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

Section 2. That the proper City officials are authorized to accept and execute Amendment #4 to the Master Research Agreement #C-23-027 on behalf of the City of Dania Beach, Florida with Florida Atlantic University for a five-month extension, through May 31, 2025, for the creation of a Watershed Master Plan.

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

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

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

Section 6. That this Resolution shall take effect ten (10) days after passage.

PASSED AND ADOPTED on _____, 2024.

Motion by _____, second by _____.

FINAL VOTE ON ADOPTION: Unanimous _____

Yes No

Commissioner Lori Lewellen _____

Commissioner Luis Rimoli _____

Commissioner Archibald J. Ryan IV _____

Vice Mayor Marco Salvino _____

Mayor Joyce L. Davis _____

SIGNATURES ON THE FOLLOWING PAGE

ATTEST:

ELORA RIERA, MMC
CITY CLERK

JOYCE L. DAVIS
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY



City of Dania Beach Community Development Memorandum

DATE: 12/10/2024

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

SUBJECT: Amend the underlying Software as a Service (SaaS) with Tyler Technologies, Inc. for the City's Community Development Department software system.

Request:

Amend the underlying SaaS services with Tyler Technologies, Inc. for the Community Development Department software system..

Background:

On August 27, 2024 the City Commission granted approve to move forward to execute a contract with Tyler Technologies, Inc. for the Department's software system. The Community Development Department is looking to upgrade the city's Permitting & Licensing system to more modern and robust system capable of streamlining processes, increasing efficiency, enhancing transparency, and increasing customer satisfaction.

The award and contracting under RFP No. 2024-006, requires an amendment to the City's existing Software-as-a-Service (SaaS) Agreement (the "Agreement") with Tyler Technologies, Inc, which Amendment is made a part of and incorporated into this Resolution by this reference.

The City Administration has negotiated an amendment to the Agreement for in the amount of Four Hundred Eighteen Thousand One Hundred Thirty Seven Dollars (\$418,137.00), which includes the following expenditures:

Implementation (One-Time) Costs	\$ 231,538
Travel Costs (Estimated)	13,700
Year-One Software Maintenance	172,899
<u>Contingency</u>	<u>35,000</u>
Total Project Fund	\$ 453,137

Budgetary Impact

Funding for this project has been budgeted and allocated within the Information Technology Fund in the amount of Four Hundred Eighteen Thousand One Hundred Thirty-Seven Dollars

(\$418,137.00) plus additional Contingency funding in the amount of Thirty-Five Thousand Dollars (\$35,000.00), allocated to the project as follows:

Implementation (One-Time) Costs	\$ 231,538
Travel Costs (Estimated)	13,700
Year-One Software Maintenance	172,899
<u>Contingency</u>	<u>35,000</u>
Total Project Fund	\$ 453,137

Recommendation

The City Administration is recommending that the City Commission amend the SaaS with Tyler Technologies, Inc.

RESOLUTION NO. 2024-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT WITH TYLER TECHNOLOGIES, INC. TO AMEND THE UNDERLYING SAAS SERVICES WITH TYLER TECHNOLOGIES, INC.; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on August 27, 2024, the City awarded Request for Proposals (“RFP”) No. 2024-006 for “Planning, Zoning and Code Compliance Software” to Tyler Technologies, Inc.; and

WHEREAS, the award and contracting under RFP No. 2024-006, requires an amendment to the City’s existing Software-as-a-Service (SaaS) Agreement (the “Agreement”) with Tyler Technologies, Inc., which Amendment is made a part of and incorporated into this Resolution by this reference; and

WHEREAS, the City Administration has negotiated an Amendment to the Agreement for in the amount of Four Hundred Eighteen Thousand One Hundred Thirty Seven Dollars (\$418,137.00), which includes the implementation, estimated travel costs and year-one software maintenance for the new software program for Planning, Zoning and Code Compliance, plus additional Contingency funding in the amount of Thirty-Five Thousand Dollars (\$35,000.00) and the City Administration recommends that the City Commission award RFP No. 2024-006 to Tyler.

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 Amendment to the Agreement with Tyler to include SaaS and Planning, Zoning and Code Compliance Software, which Amendment is attached and incorporated by reference into this Resolution as Composite Exhibit “A”.

Section 3. That funding for this project has been budgeted and allocated within the Information Technology Fund in the amount of Four Hundred Eighteen Thousand One Hundred Thirty-Seven Dollars (\$418,137.00) plus additional Contingency funding in the amount of Thirty-Five Thousand Dollars (\$35,000.00), allocated to the project as follows:

Implementation (One-Time) Costs	\$ 231,538
Travel Costs (Estimated)	13,700
Year-One Software Maintenance	172,899
<u>Contingency</u>	<u>35,000</u>
Total Project Fund	\$ 453,137

Section 4. That the existing Agreement, as modified/amended herein, with Tyler dated May 29, 2020, is renewed for a one-year extension to the existing software agreement, which is amended to include software for Planning, Zoning and Code Compliance; and the City Commission authorizes the City Manager, or her designee, to proceed with administrative subsequent annual renewals, due to the investment in Tyler services and software that the City finds necessary and cost effective. The SaaS fee schedule included in the Agreement shall be adjusted to remove the Community Development module and all related sub-modules, which shall be replaced by the software maintenance fees in the Amendment relating to Planning, Zoning and Code Compliance.

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 _____, 2024.

Motion by _____, second by _____.

FINAL VOTE ON ADOPTION: Unanimous _____

Yes No

Commissioner Lori Lewellen _____

Commissioner Luis Rimoli _____

Commissioner Archibald J. Ryan IV _____

Vice Mayor Marco Salvino _____

Mayor Joyce L. Davis _____

SIGNATURES ON THE FOLLOWING PAGE

ATTEST:

ELORA RIERA, MMC
CITY CLERK

JOYCE L. DAVIS
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY



AMENDMENT

This amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date"), by and between Tyler Technologies, Inc. with offices at One Tyler Drive, Yarmouth, Maine 04096 ("Tyler") and the City of Dania Beach, Florida, with offices at 100 West Dania Beach Boulevard, Dania Beach, Florida 33004 ("Client").

WHEREAS, Tyler and Client are parties to an agreement dated May 29, 2020 ("Agreement"); and

WHEREAS, Tyler and Client desire to amend the terms of the Agreement as provided herein.

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and Client agree as follows:

1. The items set forth in the sales quotation attached as Exhibit 1 to this Amendment are hereby added to the Agreement as of the first day of the first month following the Amendment Effective Date and, notwithstanding anything to the contrary in Exhibit 1, ending coterminous with the SaaS Term as defined in the Agreement. Payment of fees and costs for such items shall conform to the following terms:
 - a. The annual SaaS fees payable under the Agreement shall be increased in the amount of \$172,899, for the Tyler Software added herein. The first year's annual SaaS Fees shall be invoiced on the first day of the first month following the Amendment Effective Date, prorated for the time period commencing on such date and ending concurrently with the Client's annual SaaS Term under the Agreement. Subsequent SaaS Fees shall be invoiced in accordance with the terms of the Agreement.
 - b. Fees for data conversion services shall be invoiced as follows: (i) 50% upon initial delivery of converted data, by conversion option, and (ii) 50% upon Client acceptance to load converted data into live environment, by conversion option.
 - c. Other fixed price services are invoiced as delivered, at the rates set forth in the Investment Summary.
 - d. Unless otherwise provided herein, services identified at Exhibit 1 and added to the Agreement pursuant to this Amendment, along with applicable expenses, shall be invoiced as provided and/or incurred.
2. Your use of Tyler Forms software and forms is subject to the DocOrigin End User License Agreement available for download here: <https://eclipsecorp.us/eula/>. By signing this Amendment or accessing, installing, or using Tyler Forms software or forms, you agree that you have read, understood, and agree to such terms.



3. Your use of Tyler Forms software and forms is subject to the End User License Agreement terms for ThinPrint Engine, ThinPrint License Server, and Connected Gateway found here: <https://www.thinprint.com/en/legal-notes/eula/>. By signing this Amendment or accessing, installing, or using Tyler Forms software or forms, you agree that you have read, understood, and agree to such terms.
4. The services set forth in Exhibit 1 will be provided in accordance with the Statement of Work attached hereto as Exhibit 2.
5. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
6. Except as expressly indicated in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below.

Tyler Technologies, Inc.

City of Dania Beach, Florida

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



Exhibit 1

Investment Summary

The following Investment Summary details the software, products, and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date, despite any expiration date in the Investment Summary that may have lapsed as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement. In the event of conflict between the Agreement and terms in the Comments section of this Investment Summary, the language in the Agreement will prevail.

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Quoted By:
Quote Expiration:
Quote Name:

Garth Magness
12/31/24
EPL Deployment (ERP)

Sales Quotation For:

City of Dania Beach
100 W Dania Beach Blvd
Dania Beach FL 33004-3643
Phone: +1 (954) 924-6800

Tyler SaaS

Description	Term	Monthly Fee	Users/Units	Annual Fee
Revenue Management				
Cashiering		\$ 1,043	1	\$ 12,512
Civic Services				
Enterprise Permitting & Licensing User		\$ 192	55	\$ 126,500
Enterprise Permitting & Licensing Foundation		\$ 1,333	1	\$ 16,000
eReviews		\$ 1,000	1	\$ 12,000
Enterprise Permitting & Licensing - Read Only User		\$ 29	20	\$ 6,960
Decision Engine		\$ 580	1	\$ 6,960
Business Management Suite		\$ 500	1	\$ 6,000
Community Development Suite		\$ 500	1	\$ 6,000
Enterprise Service Requests		\$ 421	1	\$ 5,047
3rd Party Enterprise Permitting & Licensing Document Management API Connector		\$ 208	1	\$ 2,500
Additional				

Enterprise Forms Processing Software (including Common Form Set)		\$ 601	1	\$ 7,215
Integrations				
Enterprise Service Requests API Toolkit		\$ 370	1	\$ 4,439
	Sub-Total:			\$ 216,133
	<u>Less Discount</u>			<u>\$ 43,234</u>
	TOTAL	1.00		\$ 172,899

Professional Services

Description	Quantity	Unit Price	Extended Price	Maintenance
Civic Services				
Business Management Enterprise Forms Library (6 Enterprise Forms)	1	\$ 5,100	\$ 5,100	\$ 0
Community Development Enterprise Forms Library (5 Enterprise Forms)	1	\$ 5,100	\$ 5,100	\$ 0
Conversions				
Business Management	1	\$ 9,400	\$ 9,400	\$ 0
Community Development	1	\$ 16,450	\$ 16,450	\$ 0
Project Management	24	\$ 200	\$ 4,800	\$ 0
Onsite Implementation	236	225	\$ 53,100	\$ 0
Remote Implementation	676	200	\$ 135,200	\$ 0
	TOTAL:		\$ 229,150	\$ 0

Third-Party Hardware, Software and Services

Description	Qty	Unit Price	Unit Discount	Total Price	Unit Maint /SaaS	Unit Maint/SaaS Discount	Total Maint / SaaS
-------------	-----	------------	---------------	-------------	------------------	--------------------------	--------------------

Hardware							
Cash Drawer	1	\$ 260	\$ 0	\$ 260	\$ 0	\$ 0	\$ 0
Hand Held Scanner - Model 1960GSR	1	\$ 475	\$ 0	\$ 475	\$ 0	\$ 0	\$ 0
Hand Held Scanner Stand	1	\$ 30	\$ 0	\$ 30	\$ 0	\$ 0	\$ 0
Printer (TM-S9000II)	1	\$ 1,623	\$ 0	\$ 1,623	\$ 0	\$ 0	\$ 0
TOTAL				\$ 2,388			\$ 0

Summary	One Time Fees	Recurring Fees
Total SaaS		\$ 172,899
Total Services	\$ 229,150	\$ 0
Total Third-Party Hardware, Software, Services	\$ 2,388	\$ 0
Summary Total	\$ 231,538	\$ 172,899
Contract Total	\$ 404,437	
Estimated Travel Expenses	\$ 13,700	

Comments

Business Management: Tyler leads and owns the "Assess and Define" and "Configuration" of 2 unique business transactions, 2 template business transactions, 2 geo-rules and 2 automation events. Configuration elements beyond this will be owned by the client.

Community Development: Tyler leads and owns the "Assess and Define" and "Configuration" 3 unique business transactions, 3 template business transactions, 1 geo-rules and 1 automation events. Configuration elements beyond this will be owned by the client.

SaaS Monthly Fees are rounded to the nearest dollar. The Annual Fee value represents the cost to the customer.

Standard Project Management responsibilities include project plan creation, initial stakeholder presentation, bi-weekly status calls, updating of project plan task statuses, and go-live planning activities.

Enterprise Permitting & Licensing Foundation includes GIS for EPL Users, Core Foundation Bundle, Advanced Automation Bundle, Data & Reporting Access, Report Toolkit, EPL API Toolkit and 1 TB of Storage

Business Management Suite includes Civic Access for Business Management and Business Management Executive Insights

Community Development Suite includes Civic Access for Community Development and Community Development Executive Insights

Enterprise Permitting & Licensing User includes back-office and EP&L Mobile access

Business Management Forms Library Includes: 1 Licensing - Business License, 1 Licensing - Business License Renewal, 1 Licensing - Business License Delinquent, 1 Licensing - Profession License, 1 Licensing - Profession License Renewal, 1 Licensing Profession License Delinquent.

Community Development Forms Library Includes: standard Permits - Building, standard Permits - Trade, standard Planning - Certificate, standard Permits - Occupancy/Completion, standard Code - Violation Notice.



Exhibit 2
Statement of Work

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City of Dania Beach

SOW from Tyler Technologies, Inc.

9/27/2024

Presented to:
Eleanor Norena
100 W Dania Beach Blvd.
Dania Beach, Florida 33004

Contact:
Garth Magness
Email: Garth.Magness@TylerTech.com
2530 Sever Road NW, Lawrenceville, GA 30043

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Part 1: Executive Summary

1. Project Overview

1.1 Introduction

Tyler Technologies (“Tyler”) is the largest and most established provider of integrated software and technology services focused solely on the public sector. Tyler’s end-to-end solutions empower public sector entities including local, state, provincial and federal government, to operate more efficiently and connect more transparently with their constituents and with each other. By connecting data and processes across disparate systems, Tyler’s solutions transform how clients gain actionable insights that solve problems in their communities.

1.2 Project Goals

This Statement of Work (“SOW”) documents the methodology, implementation stages, activities, and roles and responsibilities, and project scope listed in the Investment Summary of the Agreement between Tyler and the Dania Beach (collectively the “Project”).

The overall goals of the project are to:

- Successfully implement the contracted scope on time and on budget
- Increase operational efficiencies and empower users to be more productive
- Improve accessibility and responsiveness to external and internal customer needs
- Overcome current challenges and meet future goals
- Providing a single, comprehensive, and integrated solution to manage business functions
- Streamline business processes through automation, integration, and workflows
- Provide a user-friendly user interface to promote system use and productivity
- Eliminate redundant data entry

1.3 Methodology

This is accomplished by the Dania Beach and Tyler working as a partnership and Tyler utilizing its depth of implementation experience. While each Project is unique, all will follow Tyler’s six-stage methodology. Each of the six stages is comprised of multiple work packages, and each work package includes a narrative description, objectives, tasks, inputs, outputs/deliverables, assumptions, and a responsibility matrix.

Tailored specifically for Tyler’s public sector clients, the project methodology contains Stage Acceptance Control Points throughout each Phase to ensure adherence to scope, budget, timeline controls, effective communications, and quality standards. Clearly defined, the project methodology repeats consistently across Phases, and is scaled to meet the Dania Beach’s complexity and organizational needs.



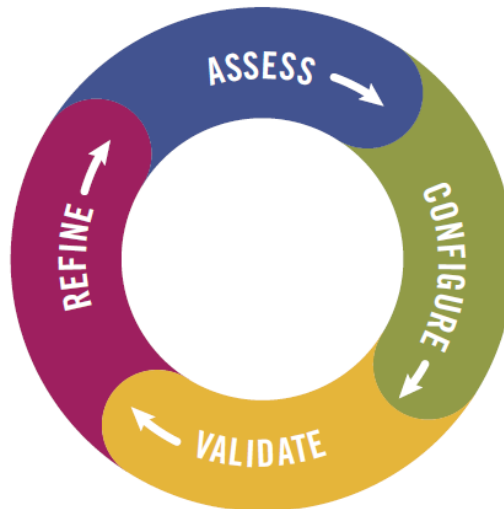
Tyler's Six Stage Project Methodology



The methodology adapts to both single-phase and multiple-phase projects.

To achieve Project success, it is imperative that both the Dania Beach and Tyler commit to including the necessary leadership and governance. During each stage of the Project, it is expected that the Dania Beach and Tyler Project teams work collaboratively to complete tasks. An underlying principle of Tyler's Implementation process is to employ an iterative model where the Dania Beach's business processes are assessed, configured, validated, and refined cyclically in line with the project budget. This approach is used in multiple stages and work packages as illustrated in the graphic below.

Iterative Project Model



The delivery approach is systematic, which reduces variability and mitigates risks to ensure Project success. As illustrated, some stages, along with work packages and tasks, are intended to be overlapping by nature to complete the Project efficiently and effectively.



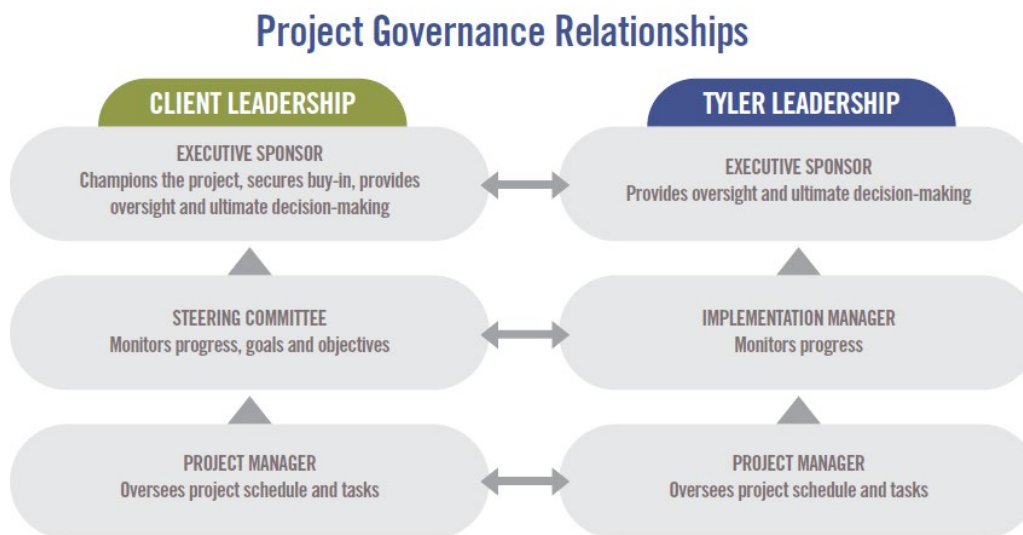
Part 2: Project Foundation

2. Project Governance

Project governance is the management framework within which Project decisions are made. The role of Project governance is to provide a decision-making approach that is logical, robust, and repeatable. This allows organizations to have a structured approach for conducting its daily business in addition to project related activities.

This section outlines the resources required to meet the business needs, objectives, and priorities for the Project, communicate the goals to other Project participants, and provide support and guidance to accomplish these goals. Project governance defines the structure for escalation of issues and risks, Change Control review and authority, and Organizational Change Management activities. Throughout the Statement of Work Tyler has provided RACI Matrices for activities to be completed throughout the implementation which will further outline responsibilities of different roles in each stage. Further refinement of the governance structure, related processes, and specific roles and responsibilities occurs during the Initiate & Plan Stage.

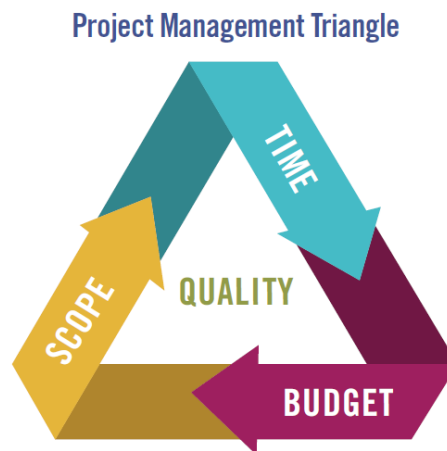
The chart below illustrates an overall team perspective where Tyler and the Dania Beach collaborate to resolve Project challenges according to defined escalation paths. If project managers do not possess authority to determine a solution, resolve an issue, or mitigate a risk, Tyler implementation management and the Dania Beach Steering Committee become the escalation points to triage responses prior to escalation to the Dania Beach and Tyler executive sponsors. As part of the escalation process, each Project governance tier presents recommendations and supporting information to facilitate knowledge transfer and issue resolution. The Dania Beach and Tyler executive sponsors serve as the final escalation point.



3. Project Scope Control

3.1 Managing Scope and Project Change

Project Management governance principles contend that there are three connected constraints on a Project: budget, timeline, and scope. These constraints, known as the “triple constraints” or project management triangle, define budget in terms of financial cost, labor costs, and other resource costs. Scope is defined as the work performed to deliver a product, service or result with the specified features and functions, while time is simply defined as the schedule. The Triple Constraint theory states that if you change one side of the triangle, the other two sides must be correspondingly adjusted. For example, if the scope of the Project is increased, cost and time to complete will also need to increase. The Project and executive teams will need to remain cognizant of these constraints when making impactful decisions to the Project. A simple illustration of this triangle is included here, showing the connection of each item and their relational impact to the overall Scope.



A pillar of any successful project is the ability to properly manage scope while allowing the appropriate level of flexibility to incorporate approved changes. Scope and changes within the project will be managed using the change control process outlined in the following section.

3.2 Change Control

It may become necessary to change the scope of this Project due to unforeseeable circumstances (e.g., new constraints or opportunities are discovered). This Project is being undertaken with the understanding that Project scope, schedule, and/or cost may need to change to produce optimal results for stakeholders. Changes to contractual requirements will follow the change control process specified in the final contract, and as described below.

3.3 Change Request Management

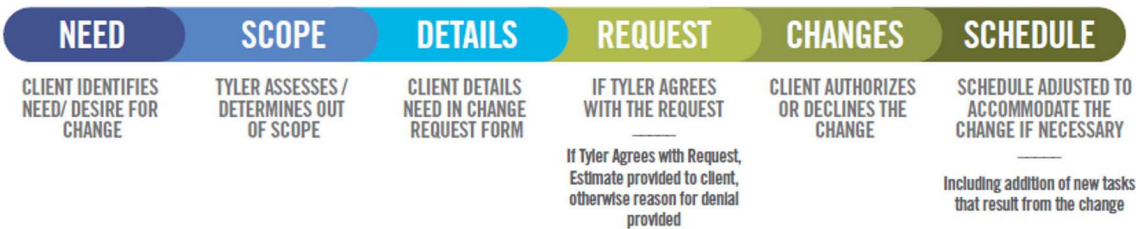
Should the need for a change to Project scope, schedule, and/or cost be identified during the Project, the change will be brought to the attention of the Steering Committee and an assessment of the change will occur. While such changes may result in additional costs and delays relative to the schedule, some changes may result in less cost to the Dania Beach; for example, the Dania Beach may decide it no longer needs a deliverable originally defined in the Project. The Change Request will include the following information:



- The nature of the change.
- A good faith estimate of the additional cost or associated savings to the Dania Beach, if any.
- The timetable for implementing the change.
- The effect on and/or risk to the schedule, resource needs or resource responsibilities.

The Dania Beach will use its good faith efforts to either approve or disapprove any Change Request within ten (10) Business Days (or other period as mutually agreeable between Tyler and the Dania Beach). Any changes to the Project scope, budget, or timeline must be documented and approved in writing using a Change Request form. These changes constitute a formal amendment to the Statement of Work and will supersede any conflicting term in the Statement of Work.

Change Request Process



4. Acceptance Process

The implementation of a Project involves many decisions to be made throughout its lifecycle. Decisions will vary from higher level strategy decisions to smaller, detailed Project level decisions. It is critical to the success of the Project that each Dania Beach office or department designates specific individuals for making decisions on behalf of their offices or departments.

Both Tyler and the Dania Beach will identify representative project managers. These individuals will represent the interests of all stakeholders and serve as the primary contacts between the two organizations.

The coordination of gaining Dania Beach feedback and approval on Project deliverables will be critical to the success of the Project. The Dania Beach project manager will strive to gain deliverable and decision approvals from all authorized Dania Beach representatives. Given that the designated decision-maker for each department may not always be available, there must be a designated proxy for each decision point in the Project. Assignment of each proxy will be the responsibility of the leadership from each Dania Beach department. The proxies will be named individuals that have the authorization to make decisions on behalf of their department.

The following process will be used for accepting Deliverables and Control Points:

- The Dania Beach shall have five (5) business days from the date of delivery, or as otherwise mutually agreed upon by the parties in writing, to accept each Deliverable or Control Point. If the Dania Beach does not provide acceptance or acknowledgement within five (5) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.
- If the Dania Beach does not agree the Deliverable or Control Point meets requirements, the Dania Beach shall notify Tyler project manager(s), in writing, with reasoning within five (5) business days, or the otherwise agreed-upon timeframe, not to be unreasonably withheld, of receipt of the Deliverable.
- Tyler shall address any deficiencies and redeliver the Deliverable or Control Point. The Dania Beach shall then have two (2) business days from receipt of the redelivered Deliverable or Control Point to accept or again submit written notification of reasons for rejecting the milestone. If the Dania Beach does not provide acceptance within two (2) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.

5. Roles and Responsibilities

The following defines the roles and responsibilities of each Project resource for the Dania Beach and Tyler. Roles and responsibilities may not follow the organizational chart or position descriptions at the Dania Beach, but are roles defined within the Project. It is common for individual resources on both the Tyler and Dania Beach project teams to fill multiple roles. Similarly, it is common for some roles to be filled by multiple people.

5.1 Tyler Roles & Responsibilities

Tyler assigns a project manager prior to the start of each Phase of the Project (some Projects may only be one Phase in duration). Additional Tyler resources are assigned as the schedule develops and as needs arise.



5.1.1 Tyler Executive Manager

Tyler executive management has indirect involvement with the Project and is part of the Tyler escalation process. This team member offers additional support to the Project team and collaborates with other Tyler department managers as needed to escalate and facilitate implementation Project tasks and decisions.

- Provides clear direction for Tyler staff on executing on the Project Deliverables to align with satisfying the Dania Beach 's overall organizational strategy.
- Authorizes required Project resources.
- Resolves all decisions and/or issues not resolved at the implementation management level as part of the escalation process.
- Acts as the counterpart to the Dania Beach 's executive sponsor.

5.1.2 Tyler Implementation Manager

- Tyler implementation management has indirect involvement with the Project and is part of the Tyler escalation process. The Tyler project managers consult implementation management on issues and outstanding decisions critical to the Project. Implementation management works toward a solution with the Tyler Project Manager or with Dania Beach management as appropriate. Tyler executive management is the escalation point for any issues not resolved at this level.
- Assigns Tyler Project personnel.
- Provides support for the Project team.
- Provides management support for the Project to ensure it is staffed appropriately and staff have necessary resources.
- Monitors Project progress including progress towards agreed upon goals and objectives.

5.1.3 Tyler Project Manager

- The Tyler project manager(s) provides oversight of the Project, coordination of Tyler resources between departments, management of the Project budget and schedule, effective risk, and issue management, and is the primary point of contact for all Project related items. As requested by the Dania Beach, the Tyler Project Manager provides regular updates to the Dania Beach Steering Committee and other Tyler governance members. Tyler Project Manager's role includes responsibilities in the following areas:

5.1.3.1 Contract Management

- Validates contract compliance throughout the Project.
- Ensures Deliverables meet contract requirements.
- Acts as primary point of contact for all contract and invoicing questions.
- Prepares and presents contract milestone sign-offs for acceptance by the Dania Beach project manager(s).
- Coordinates Change Requests, if needed, to ensure proper Scope and budgetary compliance.

5.1.3.2 Planning

- Delivers project planning documents.
- Defines Project tasks and resource requirements.
- Develops initial Project schedule and Project Management Plan.



- Collaborates with the Dania Beach project manager(s) to plan and schedule Project timelines to achieve on-time implementation.

5.1.3.3 Implementation Management

- Tightly manages Scope and budget of Project to ensure Scope changes and budget planned versus actual are transparent and handled effectively and efficiently.
- Establishes and manages a schedule and Tyler resources that properly support the Project Schedule and are also in balance with Scope/budget.
- Establishes risk/issue tracking/reporting process between the Dania Beach and Tyler and takes all necessary steps to proactively mitigate these items or communicate with transparency to the Dania Beach any items that may impact the outcomes of the Project.
- Collaborates with the Dania Beach 's project manager(s) to establish key business drivers and success indicators that will help to govern Project activities and key decisions to ensure a quality outcome of the project.
- Collaborates with the Dania Beach 's project manager(s) to set a routine communication plan that will aide all Project team members, of both the Dania Beach and Tyler, in understanding the goals, objectives, status, and health of the Project.

5.1.3.4 Resource Management

- Acts as liaison between Project team and Tyler manager(s).
- Identifies and coordinates all Tyler resources across all applications, Phases, and activities including development, forms, installation, reports, implementation, and billing.
- Provides direction and support to Project team.
- Manages the appropriate assignment and timely completion of tasks as defined in the Project Schedule, task list, and Go-Live Checklist.
- Assesses team performance and adjusts as necessary.
- Consulted on in Scope 3rd party providers to align activities with ongoing Project tasks.

5.1.4 Tyler Implementation Consultant

- Completes tasks as assigned by the Tyler project manager(s).
- Documents activities for services performed by Tyler.
- Guides the Dania Beach through software validation process following configuration.
- Assists during Go-Live process and provides support until the Dania Beach transitions to Client Services.
- Facilitates training sessions and discussions with the Dania Beach and Tyler staff to ensure adequate discussion of the appropriate agenda topics during the allotted time.
- May provide conversion review and error resolution assistance.

5.1.5 Tyler Sales

- Supports Sales to Implementation knowledge transfer during Initiate & Plan.
- Provides historical information, as needed, throughout implementation.
- Participates in pricing activities if additional licensing and/or services are needed.

5.1.6 Tyler Technical Services

- Maintains Tyler infrastructure requirements and design document(s).
- Involved in system infrastructure planning/review(s).



- Provides first installation of licensed software with initial database on servers.
- Supports and assists the project team with technical/environmental issues/needs.
- Deploys Tyler products.
- Provides technical training.
- Conducts GIS Planning.
- Reviews GIS data and provides feedback to the Dania Beach.
- Loads Dania Beach provided GIS data into the system.

5.2 Dania Beach Roles & Responsibilities

Dania Beach resources will be assigned prior to the start of each Phase of the Project. One person may be assigned to multiple Project roles.

5.2.1 Dania Beach Executive Sponsor

The Dania Beach executive sponsor provides support to the Project by providing strategic direction and communicating key issues about the Project and its overall importance to the organization. When called upon, the executive sponsor also acts as the final authority on all escalated Project issues. The executive sponsor engages in the Project, as needed, to provide necessary support, oversight, guidance, and escalation, but does not participate in day-to-day Project activities. The executive sponsor empowers the Dania Beach steering committee, project manager(s), and functional leads to make critical business decisions for the Dania Beach.

- Champions the project at the executive level to secure buy-in.
- Authorizes required project resources.
- Actively participates in organizational change communications.

5.2.2 Dania Beach Steering Committee

The Dania Beach steering committee understands and supports the cultural change necessary for the Project and fosters an appreciation for the Project's value throughout the organization. The steering committee oversees the Dania Beach project manager and Project through participation in regular internal meetings. The Dania Beach steering committee remains updated on all Project progress, Project decisions, and achievement of Project milestones. The Dania Beach steering committee also serves as primary level of issue resolution for the Project.

- Works to resolve all decisions and/or issues not resolved at the project manager level as part of the escalation process.
- Attends all scheduled steering committee meetings.
- Provides support for the project team.
- Assists with communicating key project messages throughout the organization.
- Prioritizes the project within the organization.
- Ensures the project staffed appropriately and that staff have necessary resources.
- Monitors project progress including progress towards agreed upon goals and objectives.
- Has the authority to approve or deny changes impacting the following areas:
 - Cost
 - Scope
 - Schedule
 - Project Goals
 - Dania Beach Policies



- Needs of other client projects

5.2.3 Dania Beach Project Manager

The Dania Beach shall assign project manager(s) prior to the start of this project with overall responsibility and authority to make decisions related to Project Scope, scheduling, and task assignment. The Dania Beach Project Manager should communicate decisions and commitments to the Tyler project manager(s) in a timely and efficient manner. When the Dania Beach project manager(s) do not have the knowledge or authority to make decisions, he or she engages the necessary resources to participate in discussions and make decisions in a timely fashion to avoid Project delays. The Dania Beach project manager(s) are responsible for reporting to the Dania Beach steering committee and determining appropriate escalation points.

5.2.3.1 Contract Management

- Validates contract compliance throughout the project.
- Ensures that invoicing and Deliverables meet contract requirements.
- Acts as primary point of contact for all contract and invoicing questions. Collaborates on and approves Change Requests, if needed, to ensure proper scope and budgetary compliance.

5.2.3.2 Planning

- Reviews and accepts project planning documents.
- Defines project tasks and resource requirements for the Dania Beach project team.
- Collaborates in the development and approval of the project schedule.
- Collaborates with Tyler project manager(s) to plan and schedule project timelines to achieve on-time implementation.

5.2.3.3 Implementation Management

- Tightly manages project budget and scope.
- Collaborates with Tyler project manager(s) to establish a process and approval matrix to ensure that scope changes and budget (planned versus actual) are transparent and handled effectively and efficiently.
- Collaborates with Tyler project manager to establish and manage a schedule and resource plan that properly supports the project schedule as a whole and is also in balance with scope and budget.
- Collaborates with Tyler project manager(s) to establish risk and issue tracking and reporting process between the Dania Beach and Tyler and takes all necessary steps to proactively mitigate these items or communicate with transparency to Tyler any items that may impact the outcomes of the project.
- Collaborates with Tyler project manager(s) to establish key business drivers and success indicators that will help to govern project activities and key decisions to ensure a quality outcome of the project.
- Routinely communicates with both the Dania Beach staff and Tyler, aiding in the understanding of goals, objectives, current status, and health of the project by all team members.
- Manages the requirements gathering process and ensure timely and quality business requirements are being provided to Tyler.

5.2.3.4 Resource Management

- Acts as liaison between project team and stakeholders.
- Identifies and coordinates all Dania Beach resources across all modules, phases, and activities including data conversions, forms design, hardware and software installation, reports building, and satisfying invoices.



- Provides direction and support to project team.
- Builds partnerships among the various stakeholders, negotiating authority to move the project forward.
- Manages the appropriate assignment and timely completion of tasks as defined.
- Assesses team performance and takes corrective action, if needed.
- Provides guidance to Dania Beach technical teams to ensure appropriate response and collaboration with Tyler Technical Support Teams to ensure timely response and appropriate resolution.
- Owns the relationship with in-Scope 3rd party providers and aligns activities with ongoing project tasks.
- Ensures that users have appropriate access to Tyler project toolsets as required.
- Conducts training on proper use of toolsets.
- Validates completion of required assignments using toolsets.

5.2.4 Dania Beach Functional Leads

- Makes business process change decisions under time sensitive conditions.
- Communicates existing business processes and procedures to Tyler consultants.
- Assists in identifying business process changes that may require escalation.
- Contributes business process expertise for Current & Future State Analysis.
- Identifies and includes additional subject matter experts to participate in Current & Future State Analysis.
- Validates that necessary skills have been retained by end users.
- Provides End Users with dedicated time to complete required homework tasks.
- Acts as an ambassador/champion of change for the new process and provide business process change support.
- Identifies and communicates any additional training needs or scheduling conflicts to the Dania Beach project manager.
- Actively participates in all aspects of the implementation, including, but not limited to, the following key activities:
 - Task completion
 - Stakeholder Meeting
 - Project Management Plan development
 - Schedule development
 - Maintenance and monitoring of risk register
 - Escalation of issues
 - Communication with Tyler project team
 - Coordination of Dania Beach resources
 - Attendance at scheduled sessions
 - Change management activities
 - Modification specification, demonstrations, testing and approval assistance
 - Data analysis assistance
 - Decentralized end user training
 - Process testing
 - Solution Validation

5.2.5 Dania Beach Power Users

- Participate in project activities as required by the project team and project manager(s).
- Provide subject matter expertise on the Dania Beach business processes and requirements.
- Act as subject matter experts and attend Current & Future State Analysis sessions as needed.



- Attend all scheduled training sessions.
- Participate in all required post-training processes as needed throughout project.
- Test all application configuration to ensure it satisfies business process requirements.
- Become application experts.
- Participate in Solution Validation.
- Adopt and support changed procedures.
- Complete all deliverables by the due dates defined in the project schedule.
- Demonstrate competency with Tyler products processing prior to Go-live.
- Provide knowledge transfer to the Dania Beach staff during and after implementation.
- Participate in conversion review and validation.

5.2.6 Dania Beach End Users

- Attend all scheduled training sessions.
- Become proficient in application functions related to job duties.
- Adopt and utilize changed procedures.
- Complete all deliverables by the due dates defined in the project schedule.
- Utilize software to perform job functions at and beyond Go-live.

5.2.7 Dania Beach Technical Lead

- Coordinates updates and releases with Tyler as needed.
- Coordinates the copying of source databases to training/testing databases as needed for training days.
- Coordinates and adds new users, printers and other peripherals as needed.
- Validates that all users understand log-on process and have necessary permission for all training sessions.
- Coordinates interface development for Dania Beach third party interfaces.
- Develops or assists in creating reports as needed.
- Ensures on-site system meets specifications provided by Tyler.
- Assists with software installation as needed.
- Extracts and transmits conversion data and control reports from the Dania Beach's legacy system per the conversion schedule set forth in the project schedule.

5.2.7.1 Dania Beach GIS

- Participates in GIS planning activities.
- Responsible for management and maintenance of Dania Beach GIS infrastructure and data.
- Ensures GIS data/service endpoints are in alignment with Tyler software requirements.
- Provides Tyler implementation team with GIS data/service access information.

5.2.7.2 Dania Beach Upgrade Coordination

- Becomes familiar with the software upgrade process and required steps.
- Becomes familiar with Tyler's releases and updates.
- Utilizes Tyler resources to stay abreast of the latest Tyler releases and updates, as well as the latest helpful tools to manage the Dania Beach's software upgrade process.
- Assists with the software upgrade process during implementation.
- Manages software upgrade activities post-implementation.
- Manages software upgrade plan activities.



- Coordinates software upgrade plan activities with Dania Beach and Tyler resources.
- Communicates changes affecting users and department stakeholders.
- Obtains department stakeholder acceptance to upgrade production environment.

5.2.8 Dania Beach Change Management Lead

- Validates that users receive timely and thorough communication regarding process changes.
- Provides coaching to supervisors to prepare them to support users through the project changes.
- Identifies the impact areas resulting from project activities and develops a plan to address them proactively.
- Identifies areas of resistance and develops a plan to reinforce the change.
- Monitors post-production performance and new process adherence.



Part 3: Project Plan

6. Project Stages

Work Breakdown Structure

The Work Breakdown Structure (WBS) is a hierarchical representation of a Project or Phase broken down into smaller, more manageable components. The top-level components are called “Stages” and the second level components are called “Work Packages”. The work packages, shown below each stage, contain the high-level work to be done. The detailed Project Schedule, developed during Project/Phase Planning and finalized during subsequent stages, lists the tasks to be completed within each work package. Each stage ends with a “Control Point”, confirming the work performed during that stage of the Project has been accepted by the Dania Beach.

Work Breakdown Structure (WBS)

1. Initiate & Plan	2. Assess & Define	3. Prepare Solution	4. Production Readiness	5. Production	6. Close
1.1 Initial Coordination	2.1 Solution Orientation	3.1 Initial System Deployment	4.1 Solution Validation	5.1 Go Live	6.1 Phase Close Out
1.2 Project/Phase Planning	2.2 Current & Future State Analysis	3.2 Configuration	4.2 Go Live Readiness	5.2 Transition to Client Services	6.2 Project Close Out
1.3 Infrastructure Planning	2.3 Modification Analysis	3.3 Process Refinement	4.3 End User Training	5.3 Post Go Live Activities	
1.4 Stakeholder Meeting	2.4 Conversion Assessment	3.4 Conversion Delivery			
1.5 GIS Planning*	2.5 Data Assessment	3.5 Data Delivery			
		3.6 Modifications*			

**Items noted with an asterisk in the graphic above relate to specific products and services. If those products and services are not included in the scope of the contract, these specific work packages will be noted as “This work package is not applicable” in Section 6 of the Statement of Work.*



6.1 Initiate and Plan

The Initiate and Plan stage involves Project initiation, infrastructure, and planning. This stage creates a foundation for the Project by identifying and establishing sequence and timing for each Phase as well as verifying scope for the Project. This stage will be conducted at the onset of the Project, with a few unique items being repeated for the additional Phases as needed.

6.1.1 Initial Coordination

Prior to Project commencement, Tyler management assigns project manager(s). Additional Project resources will be assigned later in the Project as a Project schedule is developed. Tyler provides the Dania Beach with initial Project documents used to gather names of key personnel, their functional role as it pertains to the Project, as well as any blackout dates to consider for future planning. the Dania Beach gathers the information requested by the provided deadline ensuring preliminary planning and scheduling can be conducted moving the Project forward in a timely fashion. Internally, the Tyler Project Manager(s) coordinate with sales to ensure transfer of vital information from the sales process prior to scheduling a Project Planning Meeting with the Dania Beach's team. During this step, Tyler will work with the Dania Beach to establish the date(s) for the Project and Phase Planning session.

Objectives:

- Formally launch the project.
- Establish project governance.
- Define and communicate governance for Tyler.
- Identify Dania Beach project team.

STAGE 1	Initial Coordination																
	Tyler								Dania Beach								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Tyler project team is assigned	A	R	C	I	I	I	I		I		I						
Dania Beach project team is assigned									A	I	R	I	I	I			
Provide initial project documents to the Dania Beach		A	R	C			C		I		I						
Gather preliminary information requested			I						A		R	C		C		C	C
Sales to implementation knowledge transfer		A	R	I	I	I	I				I						
Create Project Portal to store project artifacts and facilitate communication		A	R								I						



Inputs	Contract documents
	Statement of Work

Outputs/Deliverables	Working initial project documents
	Project portal

Work package assumptions:

- Project activities begin after the agreement has been fully executed.

6.1.2 Project/Phase Planning

Project and Phase planning provides an opportunity to review the contract, software, data conversions and services purchased, identify applications to implement in each Phase (if applicable), and discuss implementation timeframes.

During this work package Tyler will work with the Dania Beach to coordinate and plan a formal Project planning meeting(s). This meeting signifies the start of the Project and should be attended by all Dania Beach Project team members and the Tyler Project Manager. The meeting provides an opportunity for Tyler to introduce its implementation methodology, terminology, and Project management best practices to the Dania Beach's Project Team. This will also present an opportunity for project managers and Project sponsors to begin to discuss Project communication, metrics, status reporting and tools to be used to measure Project progress and manage change.

Tyler will work with the Dania Beach Project Team to prepare and deliver the Project Management Plan as an output of the planning meeting. This plan will continue to evolve and grow as the Project progresses and will describe how the project will be executed, monitored, and controlled.

During project planning, Tyler will introduce the tools that will be used throughout the implementation. Tyler will familiarize the Dania Beach with these tools during project planning and make them available for review and maintenance as applicable throughout the project. Some examples are Solution validation plan, issue log, and go-live checklist.

STAGE 1	Project/Phase Planning																
	Tyler								Dania Beach								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads



Schedule and conduct planning session(s)		A	R						I		C	C	I				
Develop Project Management Plan		A	R						I		C	C	I				
Develop initial project schedule		A	R	I	I	I	I		I	I	C	C	I	I	C		I

Inputs	Contract documents
	Statement of Work
	Guide to Starting Your Project

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Project Management Plan	Delivery of document
	Project Operational Plan	Delivery of document
	Initial Project Schedule	Dania Beach provides acceptance of schedule based on resource availability, project budget, and goals.

Work package assumptions:

- Dania Beach has reviewed and completed the Guide to Starting Your Project document.

6.1.3 Infrastructure Planning

Procuring required hardware and setting it up properly is a critical part of a successful implementation. Tyler will be responsible for building the environments for a hosted/SaaS deployment, unless otherwise identified in the Agreement. . The Dania Beach is responsible for the installation, setup and maintenance of all peripheral devices.

Objectives:

- Ensure the Dania Beach's infrastructure meets Tyler's application requirements.
- Ensure the Dania Beach's infrastructure is scheduled to be in place and available for use on time.

STAGE 1	Infrastructure Planning																
	Tyler								Dania Beach								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Department)	Department Heads	End Users	Technical Leads
		A	R		C		C				C						C
Initial Infrastructure Communication		A	R		C		C				C						C



Schedule Environment Availability		A	R				C				I						
-----------------------------------	--	---	---	--	--	--	---	--	--	--	---	--	--	--	--	--	--

Inputs	Initial Infrastructure Requirements
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Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Completed Infrastructure Requirements	Delivery of Requirements

6.1.4 Stakeholder Meeting

Communication of the Project planning outcomes to the Dania Beach Project team, executives and other key stakeholders is vital to Project success. The Stakeholder meeting is a strategic activity to inform, engage, gain commitment, and instill confidence in the Dania Beach team. During the meeting, the goals and objectives of the Project will be reviewed along with detail on Project scope, implementation methodology, roles and responsibilities, Project timeline and schedule, and keys to Project success.

Objectives:

- Formally present and communicate the project activities and timeline.
- Communicate project expectations.

STAGE 1	Stakeholder Meeting																
	Tyler								Dania Beach								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Create Stakeholder Meeting Presentation	I	A	R	I	I				I	I	C		I				
Review Stakeholder Meeting Presentation		I	C						A		R		C				
Perform Stakeholder Meeting Presentation	I	A	R	I	I				I	I	C	I	I	I	I	I	I

Inputs	Agreement
	SOW
	Project Management Plan

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Stakeholder Meeting Presentation	



Work package assumptions:

- None

6.1.5 GIS Planning

GIS data is a core part of many Tyler applications. Other Dania Beach offices/products may also use this data and have different GIS requirements. A key focus of this preparation will be the process for developing the GIS data for use with Tyler applications. This can be an iterative process, so it is important to begin preparation early.

Objectives:

- Identify all Dania Beach GIS data sources and formats.
- Tyler to understand the Dania Beach's GIS needs and practices.
- Ensure the Dania Beach's GIS data meets Tyler product requirements.

STAGE 1	GIS Preparation																
	Tyler							Dania Beach									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Initial GIS Planning Meeting		A	R				C				C						C
Determine all GIS Data Sources			I				I		A		R						C
Provide Source GIS Data			I				I		A		R						C
Review GIS Data and Provide Feedback		A	R				C				I						C

Inputs	GIS Requirements Document									
Outputs / Deliverables						Acceptance Criteria [only] for Deliverables				
	Production Ready Map Data					Meets Tyler GIS Requirements.				

Work package assumptions:

- GIS data provided to Tyler is accurate and complete.
- GIS data provided to Tyler is current.
- Dania Beach is responsible for maintaining the GIS data.



6.1.6 Control Point 1: Initiate & Plan Stage Acceptance

Acceptance criteria for this stage includes completion of all criteria listed below.

Note: Advancement to the Assess & Define stage is not dependent upon Tyler's receipt of this stage acceptance.

Initiate & Plan Stage Deliverables:

- Project Management Plan
- Initial Project Schedule

Initiate & Plan stage acceptance criteria:

- All stage deliverables accepted based on acceptance criteria previously defined
- Project governance defined
- Project portal made available to the Dania Beach
- Stakeholder meeting complete
- GIS Data Production Ready
- Completed Infrastructure Requirements and Design Document
- System Passes Infrastructure Audit (as applicable)

6.2 Assess & Define

The Assess & Define stage will provide an opportunity to gather information related to current Dania Beach business processes. This information will be used to identify and define business processes utilized with Tyler software. The Dania Beach collaborates with Tyler providing complete and accurate information to Tyler staff and assisting in analysis, understanding current workflows and business processes.

6.2.1 Solution Orientation

The Solution Orientation provides the Project stakeholders a high-level understanding of the solution functionality prior to beginning the current and future state analysis. The primary goal is to establish a foundation for upcoming conversations regarding the design and configuration of the solution.

Tyler utilizes a variety of tools for the Solution Orientation, focusing on Dania Beach team knowledge transfer such as: eLearning, documentation, or walkthroughs. The Dania Beach team will gain a better understanding of the major processes and focus on data flow, the connection between configuration options and outcome, integration, and terminology that may be unique to Tyler's solution.

Objectives:

- Provide a basic understanding of system functionality.
- Prepare the Dania Beach for current and future state analysis.

STAGE 2	Solution Orientation	
	Tyler	Dania Beach



RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Provide pre-requisites			A	R							I	I		I	I		I
Complete pre-requisites											A	R		C			C
Conduct orientation			A	R							I	I		I	I		I

Inputs	Solution orientation materials
	Training Plan

6.2.2 Current & Future State Analysis

The Current & Future State Analysis provides the Project stakeholders and Tyler an understanding of process changes that will be achieved with the new system.

The Dania Beach and Tyler will evaluate current state processes, options within the new software, pros and cons of each based on current or desired state and make decisions about the future state configuration and processing. This may occur before or within the same timeframe as the configuration work package. The options within the new software will be limited to the scope of this implementation and will make use of standard Tyler functionality.

The Dania Beach will adopt the existing Tyler solution wherever possible to avoid project schedule and quality risk from over customization of Tyler products. It is the Dania Beach's responsibility to verify that in-scope requirements are being met throughout the implementation if functional requirements are defined as part of the contract. The following guidelines will be followed when evaluating if a modification to the product is required:

- A reasonable business process change is available.
- Functionality exists which satisfies the requirement.
- Configuration of the application satisfies the requirement.
- An in-scope modification satisfies the requirement.

Requirements that are not met will follow the agreed upon change control process and can have impacts on the project schedule, scope, budget, and resource availability.

STAGE 2	Current & Future State Analysis	
	Tyler	Dania Beach



RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Current State process review			A	R	I	I	I				C	C	C	C			C
Discuss future-state options			A	R	C	C	C				C	C	C	C			C
Make future-state decisions (non-COTS)			C	C	C	C	C				A	R	I	C			C
Document anticipated configuration options required to support future state			A	R	C	C	C				I	I	I	I			I

Inputs	Dania Beach current state documentation
	Solution Orientation completion

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Documentation that describes future-state decisions and configuration options to support future-state decisions.	Delivery of document

Work package assumptions:

- Dania Beach attendees possess sufficient knowledge and authority to make future state decisions.
- The Dania Beach is responsible for any documentation of current state business processes.
- The Dania Beach can effectively communicate current state processes.

6.2.3 This work package is not applicable.

6.2.4 Conversion Assessment

Data Conversions are a major effort in any software implementation. Tyler's conversion tools facilitate the predictable, repeatable conversion process that is necessary to support a successful transition to the Tyler system. The first step in this process is to perform an assessment of the existing ("legacy") system(s), to better understand the source data, risks, and options available. Once the data has been analyzed, the plan for data conversion is completed and communicated to the appropriate stakeholders.

Objectives:

- Communicate a common understanding of the project goals with respect to data.
- Ensure complete and accurate source data is available for review/transfer.
- Map the data from the source to the Tyler system.



- Document the data conversion/loading approach.

STAGE 2	Data Conversion Assessment																
	Tyler								Dania Beach								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
			I		C						A						R
			I	I	I						A	R		C			I
			R	C	C						C	I	I	I			I

Inputs	Dania Beach Source data
	Dania Beach Source data Documentation (if available)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Data Conversion Plan built/updated	Dania Beach Acceptance of Data Conversion Plan, if Applicable

Work package assumptions:

- Tyler will be provided with data from the Legacy system(s) in a mutually agreed upon format.
- Tyler will work with the Dania Beach representatives to identify business rules before writing the conversion.
- Dania Beach subject matter experts and resources most familiar with the current data will be involved in the data conversion planning effort.

6.2.5 This work package is not applicable.

6.2.6 Control Point 2: Assess & Define Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below.

Note: Advancement to the Prepare Solution Stage is dependent upon Tyler's receipt of the Stage Acceptance.

Assess & Define Stage Deliverables:

- Documentation of future state decisions and configuration options to support future state decisions.



- Modification specification document.
- Assess & Define Stage Acceptance Criteria:
- All stage deliverables accepted based on criteria previously defined.
- Solution Orientation is delivered.
- Conversion data extracts are received by Tyler.
- Data conversion plan built.

6.3 Prepare Solution

During the Prepare Solution stage, information gathered during the Initiate & Plan and Assess & Define stages will be used to install and configure the Tyler software solution. Software configuration will be validated by the Dania Beach against future state decisions defined in previous stages and processes refined as needed to ensure business requirements are met.

6.3.1 Initial System Deployment

The timely availability of the Tyler Solution is important to a successful Project implementation. The success and timeliness of subsequent work packages are contingent upon the initial system deployment of Tyler Licensed Software on an approved network and infrastructure. Delays in executing this work package can affect the project schedule.

Objectives:

- All licensed software is installed and operational.
- The Dania Beach can access the software.

STAGE 3	Initial System Deployment (Hosted/SaaS)*																
	Tyler							Dania Beach									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Prepare hosted environment			A				R				I						C
Install Licensed Software for Included Environments			A				R				I						C
Install Licensed Software on Dania Beach Devices (if applicable)			I				C				A						R
Tyler System Administration			A				R				I						C



Training (if applicable)																
--------------------------	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Licensed Software is Installed on the Server(s)	Software is accessible
	Licensed Software is Installed on Dania Beach Devices (if applicable)	Software is accessible
	Installation Checklist/System Document	

Work package assumptions:

- The most current available version of the Tyler Licensed Software will be installed.
- The Dania Beach will provide network access for Tyler modules, printers, and Internet access to all applicable Dania Beach and Tyler Project staff.

6.3.2 Configuration

The purpose of Configuration is to prepare the software product for validation.

Tyler staff collaborates with the Dania Beach to complete software configuration based on the outputs of the future state analysis performed during the Assess and Define Stage. The Dania Beach collaborates with Tyler staff iteratively to validate software configuration.

Objectives:

- Software is ready for validation.
- Educate the Dania Beach Power User how to configure and maintain software.
- Prepare standard interfaces for process validation (if applicable).

STAGE 3	Configuration																
	Tyler								Dania Beach								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Conduct configuration training			A	R							I	C		C			
Complete Tyler configuration tasks (where applicable)			A	R							I	I		I			



Complete Dania Beach configuration tasks (where applicable)			I	C							A	R		C			
Standard interfaces configuration and training (if applicable)			A	R			C				I	C		C			C
Updates to Solution Validation testing plan			C	C							A	R		C			C

Inputs	Documentation that describes future state decisions and configuration options to support future state decisions.
--------	--

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Configured System	

Work package assumptions:

- Tyler provides guidance for configuration options available within the Tyler software. The Dania Beach is responsible for making decisions when multiple options are available.

6.3.3 Process Refinement

Tyler will educate the Dania Beach users on how to execute processes in the system to prepare them for the validation of the software. The Dania Beach collaborates with Tyler staff iteratively to validate software configuration options to support future state.

Objectives:

- Ensure that the Dania Beach understands future state processes and how to execute the processes in the software.
- Refine each process to meet the business requirements.
- Validate standard interfaces, where applicable.
- Validate forms and reports, where applicable.

STAGE 3	Process Refinement																	
	Tyler								Dania Beach									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power		Department Heads	End Users	Technical Leads
			A	R							I	C	I	C				
Conduct process training																		



Confirm process decisions			I	C						A	R	C	I	C			
Test configuration			I	C							A	R		C			
Refine configuration (Dania Beach Responsible)			I	C							A	R		C			
Refine configuration (Tyler Responsible)			A	R							I	I		I			
Validate interface process and results			I	C				C			A	R		C			C
Update Dania Beach-specific process documentation (if applicable)			I	C							A	R		C			
Updates to Solution Validation testing plan			C	C							A	R		C			C

Inputs	Initial Configuration
	Documentation that describes future state decisions and configuration options to support future state decisions.
	Solution validation test plan

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated solution validation test plan	
	Completed Dania Beach-specific process documentation (completed by Dania Beach)	

Work package assumptions:

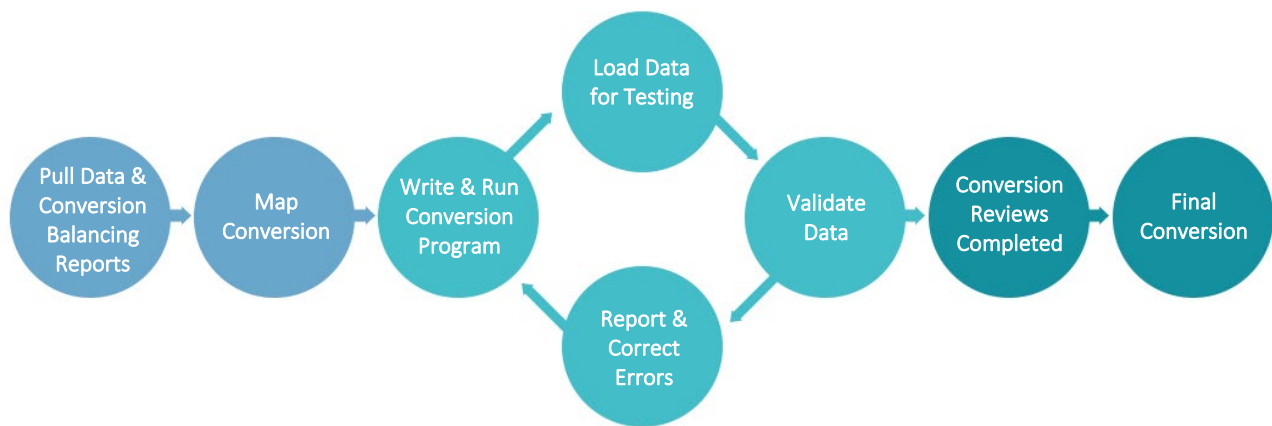
- None

6.3.4 Conversion Delivery

The purpose of this task is to transition the Dania Beach’s data from their source (“legacy”) system(s) to the Tyler system(s). The data will need to be mapped from the legacy system into the new Tyler system format. A well-executed data conversion is key to a successful cutover to the new system(s).

With guidance from Tyler, the Dania Beach will review specific data elements within the system and identify / report discrepancies. Iteratively, Tyler will collaborate with the Dania Beach to address conversion discrepancies. This process will allow for clean, reconciled data to transfer from the source system(s) to the Tyler system(s). Reference Conversion Appendix for additional detail.





Objectives:

- Data is ready for production (Conversion).

STAGE 3	Data Delivery & Conversion																
	Tyler								Dania Beach								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Provide data crosswalks/code mapping tool			A	C	R						I	I		I			
Populate data crosswalks/code mapping tool			I	C	C						A	R		C			
Iterations: Conversion Development			A	C	R						I						I
Iterations: Deliver converted data			A		R		I				I						I
Iterations: Proof/Review data and reconcile to source system			C	C	C						A	R		C			C



Inputs	
	Data Conversion Plan
	Configuration

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Code Mapping Complete / Validated	
	Conversion Iterations / Reviews Complete	Conversion complete, verified, and ready for final pass

Work package assumptions:

- The Dania Beach will provide a single file layout per source system as identified in the investment summary.
- The Dania Beach subject matter experts and resources most familiar with the current data will be involved in the data conversion effort.
- The Dania Beach project team will be responsible for completing the code mapping activity, with assistance from Tyler.

6.3.5 This work package is not applicable.

6.3.6 This work package is not applicable.

6.3.7 Control Point 3: Prepare Solution Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below in each Work Package.

Note: Advancement to the Production Readiness Stage is dependent upon Tyler's receipt of the Stage Acceptance.

Prepare Solution Stage Deliverables:

- Licensed software is installed.
- Installation checklist/system document.
- Conversion iterations and reviews complete.

Prepare Solution Stage Acceptance Criteria:

- All stage deliverables accepted based on criteria previously defined.
- Software is configured.
- Solution validation test plan has been reviewed and updated if needed.

6.4 Production Readiness

Activities in the Production Readiness stage will prepare the Dania Beach team for go-live through solution validation, the development of a detailed go-live plan and end user training. A readiness assessment will be conducted with the Dania Beach to review the status of the project and the organizations readiness for go-live.



6.4.1 Solution Validation

Solution Validation is the end-to-end software testing activity to ensure that the Dania Beach verifies all aspects of the Project (hardware, configuration, business processes, etc.) are functioning properly, and validates that all features and functions per the contract have been deployed for system use.

Objectives:

- Validate that the solution performs as indicated in the solution validation plan.
- Ensure the Dania Beach organization is ready to move forward with go-live and training (if applicable).

STAGE 4	Solution Validation																
	Tyler								Dania Beach								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Update Solution Validation plan			A	R	C						C	C		C			
Update test scripts (as applicable)			C	C	C						A	R		C			
Perform testing			C	C	C						A	R		C			
Document issues from testing			C	C	C						A	R		C			
Perform required follow-up on issues			A	R	C						C	C		C			

Inputs	Solution Validation plan
	Completed work product from prior stages (configuration, business process, etc.)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Solution Validation Report	Dania Beach updates report with testing results

Work package assumptions:

- Designated testing environment has been established.
- Testing includes current phase activities or deliverables only.

6.4.2 Go-Live Readiness

Tyler and the Dania Beach will ensure that all requirements defined in Project planning have been completed and the Go-Live event can occur, as planned. A go-live readiness assessment will be completed identifying



risks or actions items to be addressed to ensure the Dania Beach has considered its ability to successfully Go-Live. Issues and concerns will be discussed, and mitigation options documented. Tyler and the Dania Beach will jointly agree to move forward with transition to production. Expectations for final preparation and critical dates for the weeks leading into and during the Go-Live week will be planned in detail and communicated to Project teams.

Objectives:

- Action plan for go-live established.
- Assess go-live readiness.
- Stakeholders informed of go-live activities.

STAGE 4	Go-Live Readiness																
	Tyler							Dania Beach									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Perform Readiness Assessment	I	A	R	C	C	I	C	I	I	I	I		I				I
Conduct Go-Live planning session		A	R	C							C	C	C	C	C		C
Order peripheral hardware (if applicable)			I							A	R						C
Confirm procedures for Go-Live issue reporting & resolution		A	R	I	I	I	I				C	C	I	I	I	I	I
Develop Go-Live checklist		A	R	C	C						C	C	I	C			C
Final system infrastructure review (where applicable)			A				R				C						C

Inputs	Future state decisions
	Go-live checklist

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated go-live checklist	Updated Action plan and Checklist for go-live delivered to the Dania Beach

Work package assumptions:

- None



6.4.3 End User Training

End User Training is a critical part of any successful software implementation. Using a training plan previously reviewed and approved, the Project team will organize and initiate the training activities.

Train the Trainer: Tyler provides one occurrence of each scheduled training or implementation topic. Dania Beach users who attended the Tyler sessions may train additional users. Additional Tyler led sessions may be contracted at the applicable rates for training.

Tyler will provide standard application documentation for the general use of the software. It is not Tyler's responsibility to develop Dania Beach specific business process documentation. Dania Beach-led training labs using Dania Beach specific business process documentation if created by the Dania Beach can be added to the regular training curriculum, enhancing the training experiences of the end users.

Objectives:

- End users are trained on how to use the software prior to go-live.
- The Dania Beach is prepared for on-going training and support of the application.

STAGE 4	End User Training																
	Tyler								Dania Beach								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Update training plan		A	R	C							C		I		C		
End User training (Tyler-led)		A	R	C							C	C	I	C	C	C	
Train-the-trainer		A	R	C							C	C	I	C			
End User training (Dania Beach-led)			C	C							A	R	I	C	C	C	

Inputs	Training Plan														
	List of End Users and their Roles / Job Duties														
	Configured Tyler System														

Outputs / Deliverables								Acceptance Criteria [only] for Deliverables							
	End User Training							Dania Beach signoff that training was delivered							

Work package assumptions:

- The Dania Beach project team will work with Tyler to jointly develop a training curriculum that identifies the size, makeup, and subject-area of each of the training classes.



- Tyler will work with the Dania Beach as much as possible to provide end-user training in a manner that minimizes the impact to the daily operations of Dania Beach departments.
- The Dania Beach will be responsible for training new users after go-live (exception—previously planned or regular training offerings by Tyler).

6.4.4 Control Point 4: Production Readiness Stage Acceptance

Acceptance criteria for this stage includes all criteria listed below. Advancement to the Production stage is dependent upon Tyler's receipt of the stage acceptance.

Production Readiness stage deliverables:

- Solution Validation Report.
- Update go-live action plan and/or checklist.
- End user training.

Production Readiness stage acceptance criteria:

- All stage deliverables accepted based on criteria previously defined.
- Go-Live planning session conducted.

6.5 Production

Following end user training the production system will be fully enabled and made ready for daily operational use as of the scheduled date. Tyler and the Dania Beach will follow the comprehensive action plan laid out during Go-Live Readiness to support go-live activities and minimize risk to the Project during go-live. Following go-live, Tyler will work with the Dania Beach to verify that implementation work is concluded, post go-live activities are scheduled, and the transition to Client Services is complete for long-term operations and maintenance of the Tyler software.

6.5.1 Go-Live

Following the action plan for Go-Live, defined in the Production Readiness stage, the Dania Beach and Tyler will complete work assigned to prepare for Go-Live.

The Dania Beach provides final data extract and Reports from the Legacy System for data conversion and Tyler executes final conversion iteration, if applicable. If defined in the action plan, the Dania Beach manually enters any data added to the Legacy System after final data extract into the Tyler system.

Tyler staff collaborates with the Dania Beach during Go-Live activities. The Dania Beach transitions to Tyler software for day-to day business processing.

Some training topics are better addressed following Go-Live when additional data is available in the system or based on timing of applicable business processes and will be scheduled following Go-Live per the Project Schedule.

Objectives:

- Execute day to day processing in Tyler software.
- Dania Beach data available in Production environment.



STAGE 5	Go-Live																
	Tyler								Dania Beach								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Provide final source data extract, if applicable			C		C						A						R
Final source data pushed into production environment, if applicable			A	C	R						I	C		C			C
Proof final converted data, if applicable			C	C	C						A	R		C			
Complete Go-Live activities as defined in the Go-Live action plan			C	C	C					A	R	C	I	C			
Provide Go-Live assistance			A	R	C	C		I			C	C	I	C		I	C

Inputs	Comprehensive Action Plan for Go-Live
	Final source data (if applicable)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Data is available in production environment	Dania Beach confirms data is available in production environment

Work package assumptions:

- The Dania Beach will complete activities documented in the action plan for Go-Live as scheduled.
- External stakeholders will be available to assist in supporting the interfaces associated with the Go-Live live process.
- The Dania Beach business processes required for Go-Live are fully documented and tested.
- The Dania Beach Project team and subject matter experts are the primary point of contact for the end users when reporting issues during Go-Live.
- The Dania Beach Project Team and Power User's provide business process context to the end users during Go-Live.

6.5.2 Transition to Client Services

This work package signals the conclusion of implementation activities for the Phase or Project with the exception of agreed-upon post Go-Live activities. The Tyler project manager(s) schedules a formal transition



of the Dania Beach onto the Tyler Client Services team, who provides the Dania Beach with assistance following Go-Live, officially transitioning the Dania Beach to operations and maintenance.

Objectives:

- Ensure no critical issues remain for the project teams to resolve.
- Confirm proper knowledge transfer to the Dania Beach teams for key processes and subject areas.

STAGE 5	Transition to Client Services																
	Tyler								Dania Beach								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Transfer Dania Beach to Client Services and review issue reporting and resolution processes	I	I	A	I	I			R	I	I	C	C		C			
Review long term maintenance and continuous improvement			A					R			C	C		C			

Inputs	Open item/issues List
--------	-----------------------

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Client Services Support Document	

Work package assumptions:

- No material project issues remain without assignment and plan.

6.5.3 Post Go-Live Activities

Some implementation activities are provided post-production due to the timing of business processes, the requirement of actual production data to complete the activities, or the requirement of the system being used in a live production state.

Objectives:

- Schedule activities that are planned for after Go-Live.
- Ensure issues have been resolved or are planned for resolution before phase or project close.



STAGE 5	Post Go-Live Activities																
	Tyler								Dania Beach								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Schedule contracted activities that are planned for delivery after go-live		A	R	C	C	C	C	I			C	C	I	C			C
Determine resolution plan in preparation for phase or project close out		A	R	C	C	C		I			C	C	I	C			

Inputs	List of post Go-Live activities
--------	---------------------------------

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated issues log	

Work package assumptions:

- System is being used in a live production state.

6.5.4 Control Point 5: Production Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below:

- Advancement to the Close stage is not dependent upon Tyler's receipt of this Stage Acceptance.
- Converted data is available in production environment.

Production Stage Acceptance Criteria:

- All stage deliverables accepted based on criteria previously defined.
- Go-Live activities defined in the Go-Live action plan completed.
- Client services support document is provided.

6.6 Close

The Close stage signifies full implementation of all products purchased and encompassed in the Phase or Project. The Dania Beach transitions to the next cycle of their relationship with Tyler (next Phase of implementation or long-term relationship with Tyler Client Services).



6.6.1 Phase Closeout

This work package represents Phase completion and signals the conclusion of implementation activities for the Phase. The Tyler Client Services team will assume ongoing support of the Dania Beach for systems implemented in the Phase.

Objectives:

- Agreement from Tyler and the Dania Beach teams that activities within this phase are complete.

STAGE 6	Phase Close Out																
	Tyler								Dania Beach								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Reconcile project budget and status of contract Deliverables	I	A	R						I	I	C						
Hold post phase review meeting		A	R	C	C	C	C				C	C	C	C			C
Release phase-dependent Tyler project resources	A	R	I								I						

Participants	Tyler	Dania Beach
	Project Leadership	Project Manager
	Project Manager	Project Sponsor(s)
	Implementation Consultants	Functional Leads, Power Users, Technical Leads
	Technical Consultants (Conversion, Deployment, Development)	
	Client Services	

Inputs	Contract
	Statement of Work
	Project artifacts

Outputs / Deliverables	Acceptance Criteria [only] for Deliverables
Final action plan (for outstanding items)	
Reconciliation Report	
Post Phase Review	



Work package assumptions:

- Tyler deliverables for the phase have been completed.

6.6.2 Project Closeout

Completion of this work package signifies final acceptance and formal closing of the Project.

At this time the Dania Beach may choose to begin working with Client Services to look at continuous improvement Projects, building on the completed solution.

Objectives:

- Confirm no critical issues remain for the project teams to resolve.
- Determine proper knowledge transfer to the Dania Beach teams for key processes and subject areas has occurred.
- Verify all deliverables included in the Agreement are delivered.

STAGE 6	Project Close Out																
	Tyler								Dania Beach								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Conduct post project review		A	R	C	C	C	C				C	C	C	C			C
Deliver post project report to Dania Beach and Tyler leadership	I	A	R						I	I	C						
Release Tyler project resources	A	R	I								I						

Inputs	Contract
	Statement of Work

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Post Project Report	Dania Beach acceptance; Completed report indicating all project Deliverables and milestones have been completed

Work package assumptions:

- All project implementation activities have been completed and approved.



- No critical project issues remain that have not been documented and assigned.
- Final project budget has been reconciled and invoiced.
- All Tyler deliverables have been completed.

6.6.3 Control Point 6: Close Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below.

Close Stage Deliverables:

- Post Project Report.

Close Stage Acceptance Criteria:

- Completed report indicating all Project deliverables and milestones have been completed.

7. General Assumptions

Tyler and the Dania Beach will use this SOW as a guide for managing the implementation of the Tyler Project as provided and described in the Agreement. There are a few assumptions which, when acknowledged and adhered to, will support a successful implementation. Assumptions related to specific work packages are documented throughout the SOW. Included here are general assumptions which should be considered throughout the overall implementation process.

7.1 Project

- Project activities will begin after the Agreement has been fully executed.
- The Dania Beach Project Team will complete their necessary assignments in a mutually agreed upon timeframe to meet the scheduled go-live date, as outlined in the Project Schedule.
- Sessions will be scheduled and conducted at a mutually agreeable time.
- Additional services, software modules and modifications not described in the SOW or Agreement will be considered a change to this Project and will require a Change Request Form as previously referenced in the definition of the Change Control Process.
- Tyler will provide a written agenda and notice of any prerequisites to the Dania Beach project manager(s) ten (10) business days or as otherwise mutually agreed upon time frame prior to any scheduled on-site or remote sessions, as applicable.
- Tyler will provide guidance for configuration and processing options available within the Tyler software. If multiple options are presented by Tyler, the Dania Beach is responsible for making decisions based on the options available.
- Implementation of new software may require changes to existing processes, both business and technical, requiring the Dania Beach to make process changes.
- The Dania Beach is responsible for defining, documenting, and implementing their policies that result from any business process changes.

7.2 Organizational Change Management

Unless otherwise contracted by Tyler, Dania Beach is responsible for managing Organizational Change. Impacted Dania Beach resources will need consistent coaching and reassurance from their leadership team to embrace and accept the changes being imposed by the move to new software. An important part of change is



ensuring that impacted Dania Beach resources understand the value of the change, and why they are being asked to change.

7.3 Resources and Scheduling

- Dania Beach resources will participate in scheduled activities as assigned in the Project Schedule.
- The Dania Beach team will complete prerequisites prior to applicable scheduled activities. Failure to do so may affect the schedule.
- Tyler and the Dania Beach will provide resources to support the efforts to complete the Project as scheduled and within the constraints of the Project budget.
- Abbreviated timelines and overlapped Phases require sufficient resources to complete all required work as scheduled.
- Changes to the Project Schedule, availability of resources or changes in Scope will be requested through a Change Request. Impacts to the triple constraints (scope, budget, and schedule) will be assessed and documented as part of the change control process.
- The Dania Beach will ensure assigned resources will follow the change control process and possess the required business knowledge to complete their assigned tasks successfully. Should there be a change in resources, the replacement resource should have a comparable level of availability, change control process buy-in, and knowledge.
- The Dania Beach makes timely Project related decisions to achieve scheduled due dates on tasks and prepare for subsequent training sessions. Failure to do so may affect the schedule, as each analysis and implementation session is dependent on the decisions made in prior sessions.
- The Dania Beach will respond to information requests in a comprehensive and timely manner, in accordance with the Project Schedule.
- The Dania Beach will provide adequate meeting space or facilities, including appropriate system connectivity, to the project teams including Tyler team members.
- For on-site visits, Tyler will identify a travel schedule that balances the needs of the project and the employee.

7.4 Data

- Data will be converted as provided and Tyler will not create data that does not exist.
- The Dania Beach is responsible for the quality of legacy data and for cleaning or scrubbing erroneous legacy data.
- Tyler will work closely with the Dania Beach representatives to identify business rules before writing the conversion. The Dania Beach must confirm that all known data mapping from source to target have been identified and documented before Tyler writes the conversion.
- All in-scope source data is in data extract(s).
- Each legacy system data file submitted for conversion includes all associated records in a single approved file layout.
- The Dania Beach will provide the legacy system data extract in the same format for each iteration unless changes are mutually agreed upon in advance. If not, negative impacts to the schedule, budget and resource availability may occur and/or data in the new system may be incorrect.
- The Dania Beach Project Team is responsible for reviewing the converted data and reporting issues during each iteration, with assistance from Tyler.
- The Dania Beach is responsible for providing or entering test data (e.g., data for training, testing interfaces, etc.)



7.5 Facilities

- The Dania Beach will provide dedicated space for Tyler staff to work with Dania Beach resources for both on-site and remote sessions. If Phases overlap, Dania Beach will provide multiple training facilities to allow for independent sessions scheduling without conflict.
- The Dania Beach will provide staff with a location to practice what they have learned without distraction.



8. Glossary

Word or Term	Definition
Acceptance	Confirming that the output or deliverable is suitable and conforms to the agreed upon criteria.
Accountable	The one who ultimately ensures a task or deliverable is completed; the one who ensures the prerequisites of the task are met and who delegates the work to those responsible. [Also see RACI]
Application	A computer program designed to perform a group of coordinated functions, tasks, or activities for the benefit of the user.
Application Programming Interface (API)	A defined set of tools/methods to pass data to and received data from Tyler software products
Agreement	This executed legal contract that defines the products and services to be implemented or performed.
Business Process	The practices, policy, procedure, guidelines, or functionality that the client uses to complete a specific job function.
Business Requirements Document	A specification document used to describe Client requirements for contracted software modifications.
Change Request	A form used as part of the Change Control process whereby changes in the scope of work, timeline, resources, and/or budget are documented and agreed upon by participating parties.
Change Management	Guides how we prepare, equip and support individuals to successfully adopt change in order to drive organizational success & outcomes
Code Mapping [where applicable]	An activity that occurs during the data conversion process whereby users equate data (field level) values from the old system to the values available in the new system. These may be one to one or many to one. Example: Old System [Field = eye color] [values = BL, Blu, Blue] maps to New Tyler System [Field = Eye Color] [value = Blue].
Consulted	Those whose opinions are sought, typically subject matter experts, and with whom there is two-way communication. [Also see RACI]
Control Point	This activity occurs at the end of each stage and serves as a formal and intentional opportunity to review stage deliverables and required acceptance criteria for the stage have been met.
Data Mapping [where applicable]	The activity determining and documenting where data from the legacy system will be placed in the new system; this typically involves prior data analysis to understand how the data is currently used in the legacy system and how it will be used in the new system.
Deliverable	A verifiable document or service produced as part of the Project, as defined in the work packages.
Go-Live	The point in time when the Client is using the Tyler software to conduct daily operations in Production.
Informed	Those who are kept up-to-date on progress, often only on completion of the task or deliverable, and with whom there is just one-way communication. [Also see RACI]



Infrastructure	The composite hardware, network resources and services required for the existence, operation, and management of the Tyler software.
Interface	A connection to and potential exchange of data with an external system or application. Interfaces may be one way, with data leaving the Tyler system to another system or data entering Tyler from another system, or they may be bi-directional with data both leaving and entering Tyler and another system.
Integration	A standard exchange or sharing of common data within the Tyler system or between Tyler applications
Legacy System	The software from which a client is converting.
Modification	Custom enhancement of Tyler's existing software to provide features or functions to meet individual client requirements documented within the scope of the Agreement.
On-site	Indicates the work location is at one or more of the client's physical office or work environments.
Organizational Change	The process of changing an organization's strategies, processes, procedures, technologies, and culture, as well as the effect of such changes on the organization.
Output	A product, result or service generated by a process.
Peripheral devices	An auxiliary device that connects to and works with the computer in some way. Some examples: scanner, digital camera, printer.
Phase	A portion of the Project in which specific set of related applications are typically implemented. Phases each have an independent start, Go-Live and closure dates but use the same Implementation Plans as other Phases of the Project. Phases may overlap or be sequential and may have different Tyler resources assigned.
Project	The delivery of the software and services per the agreement and the Statement of Work. A Project may be broken down into multiple Phases.
RACI	A matrix describing the level of participation by various roles in completing tasks or Deliverables for a Project or process. Individuals or groups are assigned one and only one of the following roles for a given task: Responsible (R), Accountable (A), Consulted (C), or Informed (I).
Remote	Indicates the work location is at one or more of Tyler's physical offices or work environments.
Responsible	Those who ensure a task is completed, either by themselves or delegating to another resource. [Also see RACI]
Scope	Products and services that are included in the Agreement.



Solution	The implementation of the contracted software product(s) resulting in the connected system allowing users to meet Project goals and gain anticipated efficiencies.
Stage	The top-level components of the WBS. Each Stage is repeated for individual Phases of the Project.
Standard	Software functionality that is included in the base software (off-the-shelf) package; is not customized or modified.
Statement of Work (SOW)	Document which will provide supporting detail to the Agreement defining Project-specific activities, services, and Deliverables.
System	The collective group of software and hardware that is used by the organization to conduct business.
Test Scripts	The steps or sequence of steps that will be used to validate or confirm a piece of functionality, configuration, enhancement, or Use Case Scenario.
Training Plan	Document(s) that indicate how and when users of the system will be trained relevant to their role in the implementation or use of the system.
Validation (or to validate)	The process of testing and approving that a specific Deliverable, process, program, or product is working as expected.
Work Breakdown Structure (WBS)	A hierarchical representation of a Project or Phase broken down into smaller, more manageable components.
Work Package	A group of related tasks within a project.



Part 4: Appendices

9. Conversion

9.1 Enterprise Permitting & Licensing Conversion Summary

9.1.1 Community Development

- Permit Master basic information
- Plan Master basic information
- Plan & Permit Contacts
- Unique (keyed) contacts converted to global contacts
- Non-keyed contacts converted to a Memo Custom Field or standard note
- Sub-permit Associations – Visible in Workflow and Attached Records
- Reviews and Approvals
- Projects
- Permit Renewals
- Bonds and Escrow
- Contractors
- Workflow based on configured Enterprise Permitting & Licensing template customized only by inclusion/exclusion based on status, type or class of the associated permit, plan, etc.
- Inspections and Inspection Cases
- Meetings and Hearings
- Activities and Actions
- Conditions
- Fees
- Holds
- Notes
- Parcels and Addresses
- Payments and Fee History
- Zones
- Code Case Master basic information
- Code Requests
- Code Case Contacts and Properties
- Unique (keyed) contacts converted to global contacts
- Non-keyed contacts converted to a Memo Custom Field or standard note
- Violations
- Fees
- Payments
- Notes

9.1.2 Business Management

- Business Entity (Only for Business Licensing)
- License Master basic information
- License Contacts
- Unique (keyed) contacts converted to global contacts



- Non-keyed contacts converted to a Memo Custom Field or standard note
- Reviews and Approvals – Converted to Activity
- Fees
- Bonds and Escrow
- Activities and Actions
- Conditions
- Notes
- Holds
- Workflow based on configured Enterprise Permitting & Licensing template customized only by inclusion/exclusion based on status, type or class of the associated license, code case, etc.
- Contractors
- Business Types and NAICS Codes
- Payment and Fee History
- Code Case Master basic information
- Code Requests
- Code Case Contacts and Properties
- Unique (keyed) contacts converted to global contacts
- Non-keyed contacts converted to a Memo Custom Field or standard note
- Parcels and Addresses
- Meetings and Hearings
- Violations
- Fees
- Payments
- Notes



10. Additional Appendices

10.1 Enterprise Permitting & Licensing Definitions

10.1.1 “Template Business Transactions”

- A pre-defined and pre-configured Enterprise Permitting & Licensing business process from Enterprise Permitting & Licensing’s “Best Management Template”.
- The following modifications to Template Business Transactions are considered within scope:
 - Any changes to required inspections within the workflow
 - Any changes to the required plan reviews within the workflow
 - Adding up to 2 additional actions to the workflow
 - Configuration of fees, allowing creation of up to 3 new fees to accommodate
 - Any changes to custom field layouts that are directly related to fees or included reports
- Customization/Configuration of any of these parameters beyond the scope listed above will require the respective business process to be considered a “Unique Business Transaction”, as described below.

Note: All transaction counts are quantified in the comments of the Investment Summary.

10.1.2 “Unique Business Transactions”

- Unique configuration of workflow or business process steps & actions, including output actions
- Unique Fee configuration
- Unique Custom field configuration

10.1.3 “Geo-Rules”

- An automation event that references GIS data. Current geo-rule action types are:

Alert	Displays a pop-up with a custom message to the user, notifying them of certain spatial data (i.e., noise abatement zones; flood zones; etc.).
Block	Places a block on the case and prevents any progress or updates from occurring on the record (i.e., no status changes can be completed, no fees can be paid, the workflow cannot be managed, etc.)
Block with Override	Places a block on the case and prevents any progress or updates from occurring on the record (i.e., no status changes can be completed, no fees can be paid, the workflow cannot be managed, etc.) However, the block can be overridden by end-users who have been given the proper securities.
Fee Date	Populates the CPI vesting date on the record if vesting maps are used by the jurisdiction.
Field Mapping	A custom field or any field inherent in the Enterprise Permitting & Licensing application can automatically populate with information based on spatial data.
Required Action	A workflow action can automatically populate in the workflow details for the particular record (i.e., plan, permit, code case, etc.) that requires the action based on certain spatial data related to the case.
Required Step	A workflow step can automatically populate in the workflow details for the particular record (i.e., plan, permit, code case, etc.) that requires the step based on certain spatial data related to the case.
Zone Mapping	The zone(s) automatically populate on the “Zones” tab of the record (i.e., plan, permit, code case, etc.).



10.1.4 “Automation Events”

10.1.4.1 “Intelligent Objects (IO)”

- Key components for automatically and reactively triggering geo-rules, computing fees, and generating emails, alerts, and other notifications.

10.1.4.2 “Intelligent Automation Agents (IAA)”

- A tool designed to automate task in a proactive manner by setting values and generating emails and other tasks. On a nightly basis, a Windows service sweeps the Enterprise Permitting & Licensing system looking for IAA tasks that need to be run, then the associated actions are performed. The IAA does not generate alerts or errors. Custom SQL queries are not Tyler deliverables.

10.1.5 “Enterprise Permitting & Licensing SDK/API (Toolkits)”

- APIs developed by Tyler Technologies for extending the Enterprise Permitting & Licensing Framework and functionality to external agencies and systems. Full documentation is available for each toolkit upon request.

Note: The Enterprise Permitting & Licensing toolkits and related documentation are simply tools that allow clients to create applications and integrations. The purchase of a toolkit/API does not imply any development related services from Tyler Technologies. The Dania Beach is responsible for working with their IT staff and VARs to develop any necessary applications and integrations except as otherwise noted in the Investment Summary or for any “in-scope” integrations.



11. Project Timeline

11.1 ERP Project Timeline

The Project Timeline establishes a target start and end date for each Phase of the Project. The timeline needs to account for resource availability, business goals, size and complexity of the Project, and task duration requirements. These will be reviewed and adjusted, if needed, during the Initiate and Plan Stage. Refer to the Project Stages section of this SOW for information on work packages associated with each stage of the implementation.

The following dates may be revised based on the date the Agreement is signed and further refined during the course of the project. Tyler requires up to forty-five (45) days to move from Agreement signing to the Initiate & Plan Stage.

<Insert ERP Project Timeline template here and adjust appropriately for the Project>





Quoted By:
Quote Expiration:
Quote Name:

Garth Magness
12/31/24
EPL Deployment (ERP)

Sales Quotation For:

City of Dania Beach
100 W Dania Beach Blvd
Dania Beach FL 33004-3643
Phone: +1 (954) 924-6800

Tyler SaaS

Description	Term	Monthly Fee	Users/Units	Annual Fee
Revenue Management				
Cashiering		\$ 1,043	1	\$ 12,512
Civic Services				
Enterprise Permitting & Licensing User		\$ 192	55	\$ 126,500
Enterprise Permitting & Licensing Foundation		\$ 1,333	1	\$ 16,000
eReviews		\$ 1,000	1	\$ 12,000
Enterprise Permitting & Licensing - Read Only User		\$ 29	20	\$ 6,960
Decision Engine		\$ 580	1	\$ 6,960
Business Management Suite		\$ 500	1	\$ 6,000
Community Development Suite		\$ 500	1	\$ 6,000
Enterprise Service Requests		\$ 421	1	\$ 5,047
3rd Party Enterprise Permitting & Licensing Document Management API Connector		\$ 208	1	\$ 2,500
Additional				

Enterprise Forms Processing Software (including Common Form Set)		\$ 601	1	\$ 7,215
Integrations				
Enterprise Service Requests API Toolkit		\$ 370	1	\$ 4,439
	Sub-Total:			\$ 216,133
	<u>Less Discount</u>			<u>\$ 43,234</u>
	TOTAL	1.00		\$ 172,899

Professional Services

Description	Quantity	Unit Price	Extended Price	Maintenance
Civic Services				
Business Management Enterprise Forms Library (6 Enterprise Forms)	1	\$ 5,100	\$ 5,100	\$ 0
Community Development Enterprise Forms Library (5 Enterprise Forms)	1	\$ 5,100	\$ 5,100	\$ 0
Conversions				
Business Management	1	\$ 9,400	\$ 9,400	\$ 0
Community Development	1	\$ 16,450	\$ 16,450	\$ 0
Project Management	24	\$ 200	\$ 4,800	\$ 0
Onsite Implementation	236	225	\$ 53,100	\$ 0
Remote Implementation	676	200	\$ 135,200	\$ 0
	TOTAL:		\$ 229,150	\$ 0

Third-Party Hardware, Software and Services

Description	Qty	Unit Price	Unit Discount	Total Price	Unit Maint /SaaS	Unit Maint/SaaS Discount	Total Maint / SaaS
-------------	-----	------------	---------------	-------------	------------------	--------------------------	--------------------

Hardware							
Cash Drawer	1	\$ 260	\$ 0	\$ 260	\$ 0	\$ 0	\$ 0
Hand Held Scanner - Model 1960GSR	1	\$ 475	\$ 0	\$ 475	\$ 0	\$ 0	\$ 0
Hand Held Scanner Stand	1	\$ 30	\$ 0	\$ 30	\$ 0	\$ 0	\$ 0
Printer (TM-S9000II)	1	\$ 1,623	\$ 0	\$ 1,623	\$ 0	\$ 0	\$ 0
TOTAL				\$ 2,388			\$ 0

Summary	One Time Fees	Recurring Fees
Total SaaS		\$ 172,899
Total Services	\$ 229,150	\$ 0
Total Third-Party Hardware, Software, Services	\$ 2,388	\$ 0
Summary Total	\$ 231,538	\$ 172,899
Contract Total	\$ 404,437	
Estimated Travel Expenses	\$ 13,700	

Comments

Business Management: Tyler leads and owns the "Assess and Define" and "Configuration" of 2 unique business transactions, 2 template business transactions, 2 geo-rules and 2 automation events. Configuration elements beyond this will be owned by the client.

Community Development: Tyler leads and owns the "Assess and Define" and "Configuration" 3 unique business transactions, 3 template business transactions, 1 geo-rules and 1 automation events. Configuration elements beyond this will be owned by the client.

SaaS Monthly Fees are rounded to the nearest dollar. The Annual Fee value represents the cost to the customer.

Standard Project Management responsibilities include project plan creation, initial stakeholder presentation, bi-weekly status calls, updating of project plan task statuses, and go-live planning activities.

Enterprise Permitting & Licensing Foundation includes GIS for EPL Users, Core Foundation Bundle, Advanced Automation Bundle, Data & Reporting Access, Report Toolkit, EPL API Toolkit and 1 TB of Storage

Business Management Suite includes Civic Access for Business Management and Business Management Executive Insights

Community Development Suite includes Civic Access for Community Development and Community Development Executive Insights

Enterprise Permitting & Licensing User includes back-office and EP&L Mobile access

Business Management Forms Library Includes: 1 Licensing - Business License, 1 Licensing - Business License Renewal, 1 Licensing - Business License Delinquent, 1 Licensing - Profession License, 1 Licensing - Profession License Renewal, 1 Licensing Profession License Delinquent.

Community Development Forms Library Includes: standard Permits - Building, standard Permits - Trade, standard Planning - Certificate, standard Permits - Occupancy/Completion, standard Code - Violation Notice.



City of Dania Beach Public Services Memorandum

DATE: 12/10/2024

TO: Mayor and Commissioners

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

VIA: Fernando J. Rodriguez, Public Services Director

SUBJECT: AUTHORIZATION TO AWARD ITB NO. 24-030 "REHABILITATION OF LIFT STATION 12"

Request:

The Public Services Department (PSD) requests the adoption of the attached resolution authorizing the award of the Invitation to Bid (ITB) No. 24-30 "Rehabilitation of Lift Stations 12" to Southern Underground Industries, Inc.

Background:

On November 1st, 2024, the City issued an Invitation to Bid ("ITB") No. 24-030 for the "Rehabilitation of Lift Stations 12" Project. Bids for this project were opened on December 2, 2024, with one response being received from Southern Underground Industries, Inc. (SUI) in the amount of \$3,699,900.00. SUI provided all the necessary contract forms, a bond bid, demonstrated similar project experience and good references.

The Bid Selection Committee and the consultant engineer Kimley Horn and Associates did an assessment and review of the bid package provided by the respondents, which resulted in the selection of SUI as the most responsive bidder.

Budgetary Impact

The American Rescue Plan Act funds in the amount of One Million Eight Hundred Thousand Dollars (\$1,800,000.00) supplemented by Sewer Fund Net Assets in the amount of One Million Eight Hundred Ninety-Nine Thousand Nine Hundred Dollars (\$1,899,900.00), plus a 10% contingency, will be appropriated to the Sewer Fund Infrastructure other Buildings Account No. 402-35-30-535-63-10.

Recommendation

PSD recommends the City Commission adopt a resolution to award Bid ITB-24-30 "Rehabilitation of Lift Stations 12" Project to Southern Underground Industries, Inc. in an amount not to exceed \$3,699,900.00.

RESOLUTION NO. 2024-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE AWARD OF INVITATION TO BID (“ITB”) NO. 24-030, ENTITLED “REHABILITATION OF LIFT STATION 12” PROJECT TO SOUTHERN UNDERGROUND INDUSTRIES, INC. IN THE AMOUNT OF THREE MILLION SIX HUNDRED NINETY-NINE THOUSAND NINE HUNDRED DOLLARS (\$3,699,900.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City intends to fully refurbish sewer Lift Station 12 and add an emergency generator to make the sanitary sewer system more resilient; and

WHEREAS, the Public Services Department engaged Kimley-Horn & Associates to provide engineering services to design, survey, permit, bidding support, and design services during construction for the Rehabilitation of Lift Station 12; and

WHEREAS, the City issued ITB No. 2023-010 for the “Rehabilitation of Lift Station 12 on November 1, 2024”; and

WHEREAS, the ITB was opened on December 2, 2024, and the City received one response to ITB No. 2024-030 as shown below:

1. Southern Underground Industries, Inc. (SUI)	\$3,699,900.00
--	----------------

WHEREAS, the City only received one bid from SUI and the respondent provided all necessary contract forms, a bid bond, and demonstrated similar project experience and good references; and

WHEREAS, the consultant engineer, Kimley-Horn and Associates, Inc., has worked with this contractor on multiple projects and has received positive references from previous clients that would continue to utilize the services of SUI, and the bid amount is within a reasonable margin of the \$3,400,000.00 project estimate based on current workload and supply chain concerns; and

WHEREAS, the Bid Committee’s assessment of the bid package provided by the respondent, reviewed by the consultant project engineer, resulted in the selection of Southern Underground Industries, Inc. as the most responsive, responsible bidder.

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

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

Section 2. That the City Commission authorizes the proper City officials to execute an agreement with for the Rehabilitation of Lift Station Project in an amount not to exceed Three Million Six Hundred Ninety-Nine Thousand Nine Hundred Dollars (\$3,699,900.00)

Section 3. That American Rescue Plan Act funds in the amount of One Million Eight Hundred Thousand Dollars (\$1,800,000.00) supplemented by Sewer Fund Net Assets in the amount of One Million Eight Hundred Ninety-Nine Thousand Dollars (\$1,899,900.00), plus a ten percent (10%) contingency, will be appropriated to the Sewer Fund Infrastructure other than Buildings Account No. 402-35-30-535-63-10.

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

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

PASSED AND ADOPTED on _____, 2024.

Motion by _____, second by _____.

FINAL VOTE ON ADOPTION: Unanimous _____

Yes No

Commissioner Lori Lewellen _____

Commissioner Luis Rimoli _____

Commissioner Archibald J. Ryan IV _____

Vice Mayor Marco Salvino _____

Mayor Joyce L. Davis _____

SIGNATURES ON THE FOLLOWING PAGE

ATTEST:

ELORA RIERA, MMC
CITY CLERK

JOYCE L. DAVIS
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

AGREEMENT

THIS IS AN AGREEMENT ("Agreement") dated _____, 202__, between the City of Dania Beach, Florida, a Florida municipal corporation ("City"), with its principal place of business located at 100 West Dania Beach Boulevard, Dania Beach, Florida 33004 and Southern Underground Industries, Inc. ("Contractor"), a Florida corporation, with a mailing address of 794 S. Military Trail, Deerfield Beach, Florida 33321, contact information E. Michael Sweeney, mikes@southernundergroundindustries.com

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

1. Definitions.

City. The City of Dania Beach, Florida.

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

Force Majeure: Any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of such party including, but is not limited to fire, earthquakes, hurricanes, tornadoes, storms, lightning, epidemic, pandemic, war, riot, civil disturbance, sabotage, and governmental actions. **"Force majeure" does not include where the City's actions or inactions or lack of compliance with the Agreement delay the Contractor.**

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

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

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

or handicap in the development, construction, management, Agreement, use, occupancy of the operation and Property or any portion thereof.

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

2. Scope of Services. The Contractor agrees to provide construction services (“Services” or “Work”) associated with the City’s ITB (Invitation to Bid) No. 24-030 entitled, “Rehabilitation of Lift Station 12”, which ITB is incorporated by this reference into this Agreement as Exhibit “A”. **The Technical Specifications and Plans are also considered a part of Exhibit “A” but due to the size of the files, they are not physically made a part of Exhibit “A”.** This Agreement encompasses the Contractor’s response; provided, however that if there is any conflict between the terms of the Agreement and the Contractor’s response to City, the Agreement is controlling. The Services are identified and described in the Contractor’s response as Exhibit “B” which exhibit is incorporated by reference into this Agreement.

3. Subcontracts. It is expressly agreed to by the parties that the City shall approve in advance in writing any Subcontractors and the fees to be paid them by Contractor, prior to any such Subcontractor proceeding with any such work. Contractors shall only designate employees who are sufficiently skilled to provide the required services specified in this Agreement. Any person employed to provide the services who fails, refuses or neglects to obey the instructions of the City's representative in anything relating to these services, or who appears to be disorderly, insubordinate, or incompetent shall upon the order of City's representative, be immediately relieved by the Contractor from the Project Work. Any interference with, or any abusive or threatening conduct toward any City representative, its assistants or inspectors by the Contractor, its employees or agents, or any member of the public shall be grounds for the City to terminate the agreement and re-let the work. The Contractor shall furnish all labor, materials, supplies and equipment necessary to properly maintain all Project Work areas in an acceptable and safe condition. It is expressly agreed to by the parties that the City shall approve in advance in writing any subcontractors and the fees to be paid them by Contractor, prior to any such subcontractor proceeding with any such work.

4. Contractor agrees that it and its officers shall be held fully responsible, except as otherwise prohibited by law, for all acts of their employees while in their employ.

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

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

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

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

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

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

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

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

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

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

5. Date Of Commencement And Substantial Completion

5.1 The Date of Commencement is the date from which the Agreement Time is measured and shall be the date set forth in the Notice to Proceed as issued by the City. Should the Contractor incur costs prior to the issuance of the Notice to Proceed, any such costs shall be incurred at the Contractor's risk, and the City shall not reimburse the Contractor for any such costs under any circumstances. Notwithstanding the foregoing, City may reimburse Contractor for actual costs incurred relating to performance and payment bonds and insurance, with submittal of invoices, in the event that City terminates this Agreement for convenience, as provided in the General Conditions. If Contractor fails to commence the Work within one (1) week of the date set forth in the Notice to Proceed, City may terminate the Agreement immediately, without providing an opportunity to cure.

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

5.3 Term. The term of this Agreement shall be through and including **December 31, 2025**, or completion of the Services, whichever date is sooner.

6. Payment for Services.

6.1 City agrees to pay Contractor a not-to-exceed fee of Three Million Six Hundred Ninety Nine Thousand Nine Hundred Dollars (\$3,699,900.00), plus a ten percent (10%) contingency, based on the tasks and associated fees attached as Exhibit "B" and incorporated into the Agreement by this reference

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

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

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

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

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

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

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

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

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

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

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

7. Billing Procedure.

7.1 The preferred method for invoices is to send via email to ap@daniabeachfl.gov. A copy may also be mailed to City Hall.

City of Dania Beach Finance Department
Attn: Accounts Payable
100 West Dania Beach Boulevard
Dania Beach, Florida 33004

with a copy to:

City of Dania Beach Public Services Department
Attn: Fernando Rodriguez, Director
100 West Dania Beach Boulevard
Dania Beach, Florida 33004

7.2 The City will pay to the Contractor for the faithful performance of the Agreement, in lawful money of the United States, and subject to adjustments as provided in the Agreement Documents, the amounts equal to the sum of the unit, lump sum price or both established for each separately identified work item, times the estimated quantity of that item, as indicated in the Schedule of Prices.

7.2.1 Taxes: The City is exempt from any taxes related to the requested services, which may otherwise be imposed by the state or federal government. This exemption does not transmit to suppliers in their purchases of goods or services, used in work or goods supplied to the City. The Contractor shall pay all applicable sales, consumer, use and other similar taxes required by law. The Contractor is responsible for reviewing the pertinent state statutes involving the sales tax and complying with all requirements..

7.3 As provided in the Bid, the quantities entered in the Schedule of Prices for each item of work is an estimate only and the final Agreement amount and the total payment made to the Contractor will be based on the actual number of units of each work item incorporated in the Work of the Agreement. It is understood that the unit prices quoted or established for work items will be used for computing the amount to be paid to the Contractor, based on the quantities actually constructed as determined by the applicable measurement and payment portion of the Specifications.

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

7.5 The period covered by each Application for Payment shall be one calendar month ending

on the last day of the month, or as follows:

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

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

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

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

(B) Five percent (5%) of monies earned by the Contractor shall be retained by City until Substantial Completion and acceptance by City, except for the following items: General Conditions and self-performed work performed on a cost reimbursement basis, if any. Retainage will be released when the project has reached substantial completion as agreed upon by the City and contractor.

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

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

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

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

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

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

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

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

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

10. Protection Of Property. The Contractor shall at all times guard against damage or loss to City property or property of other persons, vendors or Contractors and shall be responsible for replacing or repairing any such damage or loss. The Contractor will be required to report any such damages immediately to the City's representative in charge of the Project. The City reserves the right to repair any damages created by the Contractor and to deduct the appropriate amount from any payment due to the Contractor. In all cases, the decision of the City is final.

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

12. Trash. Contractor shall be responsible for the daily removal of trash and debris from the Project work sites and upon completion of the Project Work.

13. Public Bid Disclosure Act. In accordance with the Public Bid Disclosure Act, Section 218.80, Florida Statutes, each license, permit, or fee a Contractor will have to pay the City before or during the work, items or services to be provided or the percentage method or unit method of all licenses, permits, and fees required by the City and payable to the City by virtue of the work, items, or services as part of the agreement are as follows:

(A) Contractor shall have and maintain during the term of the agreement any and all appropriate City licenses, fees (and business tax receipts, if applicable), which shall be paid in full in accordance with the City's fee structure for such items. **THERE WILL NOT BE ANY PERCENTAGE REDUCTION OR WAIVING OF CITY LICENSES, FEES (OR BUSINESS TAX RECEIPTS, IF APPLICABLE).**

(B) During the performance of the agreement, there may be times when the Contractor will be required to obtain a permit for such work, or in connection with the items or services. It is the responsibility of the Contractor to ensure that it has the appropriate permits as may become necessary during the performance of the work. Any fees related to the required permits in connection with the agreement will be the sole responsibility of the Contractor.

(C) Licenses, permits, and fees may be required by Broward County, the state of Florida or the federal government.

(D) City will reimburse permit fee costs related to dewatering and National Pollutant Discharge Elimination System (NPDES).

14. Safety. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Project Work. The Contractor shall comply with the rules and regulations of the Florida Department of Commerce regarding industrial safety (Florida Statutes, Section 440.56) and with the standards set forth in the federal Occupational Safety and Health Act of 1970 (OSHA), and its amendments. Contractor, by submitting a bid, certifies that all materials and equipment to be supplied for the Project will meet all federal and state requirements, including but not limited to, the Occupational Safety and Health Act (OSHA).

15. Warranty. The Contractor shall warrant to the City that materials and equipment furnished under the agreement will be of good quality and new unless otherwise required or permitted by the Agreement Documents; that the Work will be free from defects, and that the Work will conform to the terms and conditions of the agreement. Work not conforming to those terms and conditions, including substitutions not properly approved and authorized may be considered defective. The Contractor's warranty may exclude damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient City maintenance, improper operation, or normal wear and tear under normal usage. The Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. All manufacturers' product warranties shall be registered in the City's name and for its sole benefit.

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

16.1 Standards of Construction. Any and all construction of Improvements shall be performed in such a manner as to provide that the Improvements shall: (i) Substantially comply with the Permitted Plans; (ii) Comply with the terms and provisions of this Agreement; and (iii) Comply with all applicable laws, ordinances, rules, regulations and procedures of all applicable Governmental Authorities.

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

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

- (A) Provide scaffolding, hoists, temporary structures, light, heat, power, toilets, temporary utility connections, equipment, tools and materials and other requirements for the performance of the Work;
- (B) Maintain the Property in a clean and orderly condition, at all times, taking into consideration the public beachfront nature of the Project, and remove all paper, cartons and other debris from the Property;
- (C) Preserve all properties adjacent to or leading to the Property, and restore and repair any such properties damaged as a result of construction of the Work, whether such properties are publicly or privately owned;
- (D) Implement and maintain at all times a comprehensive hurricane and flood plan for the Property and the Work, and provide a copy of same to the City, if requested;
- (E) Provide construction fencing.
- (F) As Built. Within one hundred twenty (120) days after the date a CO is issued for Improvements constructed by Contractor during the term of this Agreement, the Contractor shall at its expense, provide the City with a complete set of "as built" plans and specifications, including mylar reproducible "record" drawings, and, if available, one set of machine readable disks (or comparable) containing electronic data in an AUTOCAD format that meets the City's graphic standards of the "as-constructed" or "record" plans for such Improvements. The "as built" plans submitted by Contractor must show the square footage of each Improvement depicted in such plans.
- (G) Use diligent effort to complete the Work in a commercially reasonable time under the circumstances and in accordance with this Agreement. At all times make diligent effort to have proper supervision of the general contractor or other employees or agents of the Contractor upon the Property site.
 - (i) Employees Of The Contractor. Contractors shall only designate employees who are sufficiently skilled to provide the required services specified in the ITB. Any person employed to provide the services who fails, refuses or neglects to obey the instructions of the City's representative in anything relating to these services, or who appears to be disorderly, insubordinate, or incompetent shall upon the order of City's representative, be immediately relieved by the Contractor from the Project Work. Any interference with, or any abusive or threatening conduct toward any City representative, its assistants or inspectors by the Contractor, its employees

or agents, or any member of the public shall be grounds for the City to terminate the agreement and re-let the work. The Contractor shall furnish all labor, materials, supplies and equipment necessary to properly maintain all Project Work areas in an acceptable and safe condition. Contractor agrees that it and its officers shall be held fully responsible, except as otherwise prohibited by law, for all acts of their employees while in their employ.

- (H) Contractor Progress Reports. At the request of City, Contractor will deliver written reports of the progress of construction to the City Manager or his or her designee.
- (I) City's Representative. The City may designate one or more employees or agents to be the City's Representative for the Project so that he or she may, subject to site conditions and during normal business hours, visit and the Property.
- (J) Certificates of Final Completion. After Contractor completes the Work, the City will deliver to Contractor, a recordable Certificate of Final Completion certifying that, to the best of the City's knowledge, Contractor has satisfied all its obligations to the City for the construction of the specified Improvements.

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

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

16.6 The provisions of this Section 16 shall be deemed a complete waiver by the Contractor of claims for equitable adjustment in Agreement Time or Price, or both, unless due to (1) subsurface or concealed conditions which differ materially from those indicated on the Agreement Documents, or (2) unknown physical conditions of an unusual nature which differ materially from

those ordinarily found to exist and generally recognized as inherent in construction of the character provided in the Agreement Documents; provided however, that claims under this Section 16 shall be denied in the event that the conditions were reasonably inferable from activities, testing and investigations performed in connection with the Pre-Con Agreement, and which would otherwise provide to Contractor an expectation that the conditions could be similar elsewhere in the Project.

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

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

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

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

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

16.12 The Contractor shall commence Work to remedy or replace the defective, deficient Work within five (5) calendar days after receiving written (including transmittals by email) notice from the City, subject to allowance for long-lead items. If the Contractor fails to remedy or remove or replace that Work or material which has been found to be defective, or reasonably commence corrective action, then the City may remedy or replace the defective or deficient Work at the Contractor's expense; provided, however, all repairs to natural gas, telephone, radio, computer security, water, electric, air conditioning services and all emergency services shall be commenced

within twelve (12) hours of notification, or by 7:00 a.m. whichever is earlier, and Contractor shall complete the repairs in an expeditious manner befitting the nature of the deficiency. The Contractor shall immediately pay the expenses incurred by the City for remedying the defects. If the City is not paid within ten (10) calendar days, the City may pursue any and all legal remedies it may have against the Contractor and its Surety.

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

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

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

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

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

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

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

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

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

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

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

16.24 No Work defective in construction or quality, or deficient in meeting any requirement of the Agreement Drawings and Specifications, will be acceptable regardless of City's failure to discover or to point out defects or deficiencies during construction; nor will the presence of field representatives at the Work or the satisfaction of the Work meeting applicable code requirements relieve Contractor from responsibility for the quality and securing progress of Work as required by the Agreement Documents. The City shall notify the Contractor of defective or unacceptable Work if the City discovers such. Defective Work revealed within the time required by warranties (whether expressed or implied) shall be remedied in accordance with Section 15, entitled, "Warranty." No payment, whether partial or final, shall be construed as an acceptance of defective Work or improper materials.

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

unavailable, Contractor shall notify City immediately of recommended substitute(s) to permit City's selection of a suitable substitute.

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

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

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

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

16.30 Expediting The equipment and material furnished under this Agreement may be subject to expediting by City, at City's expense. City shall be allowed reasonable access to the shops, factories, and other places of business of the Contractor and its subcontractors and suppliers, for

expediting purposes. As required by City, Contractor shall supply schedules and progress reports for City's use in expediting and Contractor shall cooperate with City and require its subcontractors and suppliers to cooperate with City in such expediting. Any expediting performed by City shall not relieve Contractor of its sole and primary responsibility for timeliness of delivery of the equipment and material to be furnished under this Agreement.

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

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

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

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

SIGN

DATE

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

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

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

and dated by the Contractor on the face of each catalogue, data and certificate to be correct and shall be furnished in accordance with these requirements and the requirements of the Technical Specifications.

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

16.36.1 The construction schedule shall include the following:

- (a) Brief description of each activity.
- (b) All submittals, samples, approvals, fabrication, and deliveries for equipment and materials.
- (c) Activities showing scheduled start and finish, late start and finish, and float.
- (d) Relations between activities.
- (e) Duration of activities. No activity should be scheduled for more than 19 workdays.
- (f) Contractual and other major milestones including phasing.
- (g) Schedule activities to include labor and material.
- (h) An allowance for delays due to weather. Agreement Time extensions for weather delays will be granted only when all of the conditions and criteria for evaluation of time extensions have been met pursuant to the General Conditions.
- (i) Upon acceptance of the original Schedule, the Early Start and Early Finish dates for all activities shall be fixed as Planned Start and Planned Finish dates. Any further revisions to the schedule must be submitted in writing and approved by the City.
- (j) The detailed BAR CHART schedule submittal shall include one (1) digital color copy and one (1) color copy of the following:
- (k) Time Scaled Network Diagram.
- (l) Bar Chart in the following formats:
- (m) Sorted by activity.
- (n) Sorted by total float.
- (o) Sorted by early start.

- (p) Precedence and Successor report.
- (q) Narrative report.
- (r) Computer diskette. (One copy)
- (s) Submittals shall be organized under Standard CSI format.
- (t) The detailed BAR CHART Schedule shall be updated monthly and submitted along with an updated CD accompanied by an Application for Payment. Contractor shall meet with the City and Architect/Engineer of Record to review and verify:
 - i. Actual start and finish dates for completed activities.
 - ii. Remaining duration required to complete each activity started, scheduled to start, but not completed.
 - iii. Logic and time, for change orders that are to be incorporated into the diagram and computer produced schedules.
 - iv. Percentage for completed and partially completed activities.

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

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

A. Subcontractor Construction (Sub-networks) - Upon the award of each subcontract, the Contractor shall jointly with the subcontractor, develop a schedule which is more detailed than the pre-bid schedule included in the Specifications, taking into account the Work schedule of the other subcontractors. The construction schedule shall include as many activities as necessary to make the schedule an effective tool for construction planning and for monitoring the performance of the subcontractor. The construction schedule shall also show pertinent activities for material purchase orders, manpower supply, shop drawing schedules and material delivery schedules.

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

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

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

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

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

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

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

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

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

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

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

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

Work assignments and the settlement of jurisdictional disputes shall conform with either the Rules, Regulations and Procedures of the Plan for Settlement of Jurisdictional Disputes in the

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

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

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

- (a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, or national origin. The Contractor will take affirmative action to ensure that applicants and employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth provisions of this nondiscrimination clause.
- (b) The Contractor will, in all solicitations or advertisements for employees placed for, by, or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, or national origin.
- (c) The Contractor will send to each labor union or representatives of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the City, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (d) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (e) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the City and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- (f) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (g) The Contractor will include the provisions of paragraphs A through F in every subcontract or purchase unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontractor or purchase order as may be directed to the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.
- (h) All regulations, guidelines, and standards lawfully adopted under the governing statutes.

16.49 Safety & Protection Of Persons & Property

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

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

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

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

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

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

16.49.5 The Contractor shall defend, indemnify and hold the City, the City's Representative and their respective officers, directors, agents, employees and assigns, harmless from and against any and all liability, public or private, penalties, contractual or otherwise, losses, damages, costs, reasonable attorneys' fees, expenses, causes of action, claims or judgments to the extent resulting from any failure of the Contractor, its subcontractors or sub-subcontractors or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, to comply with the provisions of this General Condition

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

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

from any cause within Contractor's reasonable control, except to the extent caused by City, its representatives, or contractors, or caused by natural disaster, criminal activity, flood, fire, or that is covered by any property or builder's risk insurance carried by the City.

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

16.52 Emergencies. In any emergency affecting the safety of persons or property, or in the event of a claimed violation of any federal or state safety or health law or regulation, arising out of or in any way connected with the Work or its performance, the Contractor shall act immediately to prevent threatened damage, injury or loss to remedy said violation, whichever is applicable. Failure by Contractor to take necessary emergency action shall entitle the City to take whatever action it deems reasonably necessary, including, but not limited to, suspending the Work. The City may offset any and all costs or expenses of whatever nature, including reasonable attorneys' fees, paid or incurred by the City in taking such emergency action against any sums then or thereafter due to the Contractor. The Contractor shall defend, indemnify and hold the City harmless against any and all costs or expenses pursuant to this Section, by whomsoever incurred.

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

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

16.55 Fire Prevention Contractor shall, at its expense, conform to all Federal, State, and local laws and regulations pertaining to burning, fire prevention and control within or adjacent to the Project. Necessary precautions to avoid and eliminate fire hazards shall be the responsibility of the Contractor. This includes keeping the Agreement Work area clear of all trash at all times. All tarpaulins used for any purpose during construction of any Work shall be made of material

resistant to fire, water and weather and shall bear UL labels. Lighting of any fires on premises is strictly forbidden. Controlled burning shall be with the consent of the City. Contractor shall provide portable fire extinguishers properly labeled, located and compatible with the hazard of each work area and shall instruct its personnel in their use. Wherever welding and burning are conducted, inflammable materials shall be protected and a fire watch shall be provided by Contractor to be present during the burning and welding operation to ensure that protective measures are taken and that no fires result from such operation. The fire watch shall have fire extinguisher equipment readily available and know-how for proper use.

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

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

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

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

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

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

16.62 Inspection: Rejection Of Materials And Workmanship. All materials and equipment furnished and work performed shall be properly inspected by Contractor, at its expense, and shall at all times be subject to quality surveillance, observations or quality audit by City. Contractor shall provide safe and adequate facilities and all samples, drawings, lists and documents necessary for such quality surveillance, observation or quality audit. For this purpose, City shall be afforded full and free access to the shops, factories or places of business of Contractor and its subcontractors and suppliers for such quality surveillance, observation or quality audit and to determine the status of the Work. If Contractor covers all or any portion of the Work prior to any quality surveillance or test by City, the cost of any necessary uncovering and replacing shall be borne by Contractor. Neither the failure to make such quality surveillance, observance or quality audit, nor to discover defective workmanship, materials, or equipment, nor acceptance of or payment to Contractor for such work, materials or equipment shall prejudice the rights of City thereafter to correct or reject the same as hereinafter provided.

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

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

responsible for stand- by and other costs associated with the testing agency if that construction activity is delayed or canceled.

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

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

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

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

17. Liquidated Damages

17.1 Liquidated Damages will be assessed as stated in the Agreement for each non- compliant day that any requirements listed in this section 17 are not met. The parties have agreed that since they are unable to ascertain the amount of damages which would be suffered by City as a result of Contractor's failure to timely complete all Work required by the date set forth above. 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 \$500.00 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. This payment is considered to be City's liquidated damages, and it is not a penalty. It shall be assessed against the Contractor until substantial and final completion, respectively, are achieved.

17.2 Staging of Material in Right-Of- Way:

Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment. Staging area shall be fenced and screened from public sight. Contractor shall not store material such as pipes, drainage structures and equipment within a right of way without prior approval by the City. Material shall be properly secured and screened neatly and will not remain on right of way for more than a week. All equipment must be stored in a designated staging area.

17.3 Site Restoration: Contractor shall remove all excess material and shall clean up and restore the site to its original condition or better. All damage, as a result of work under this Agreement, done to existing structures, pavement, driveways, paved areas, curbs and gutters, sidewalks, shrubbery, grass, trees, fences, walls, utility poles, utility pipe lines, conduits, drains, catch basins, flagstones, rocked graveled or stabilized areas or driveways, and including all obstructions not specifically named in this provision, shall be repaired, or replaced, as determined by the Engineer. Site restoration shall be done in a timely manner as the work progresses. Site restoration work shall be completed on private property within 30 days after being disturbed.

17.4 Access: As applicable, Contractor shall provide one lane open to through-traffic for each section of construction in each direction at all times unless a complete road closure is required. The Contractor shall make every effort to provide access to driveways at the end of the working day. If a driveway is not accessible, homeowners should have access to a neighboring swale area for temporary parking. When vehicular access to homes is not possible for parking of vehicles, an area for parking shall be provided within one block of the furthest home affected. This condition is to be avoided whenever possible and not last more than three (3) days. Vehicular access must be provided by the end of each business working day. The parking area location shall be coordinated by the Contractor, with the City's approval." In the event that this option is approved by the City, the Contractor shall notify affected residents at least 48 hours in advance.

17.5 Date of Commencement and Substantial Completion: The Date of Commencement is the date from which the Agreement Time is measured and shall be the date set forth in the Notice to Proceed as issued by the City. Should the Contractor incur costs prior to the issuance of the Notice to Proceed, any such costs shall be incurred at the Contractor's risk, and the City shall not reimburse the Contractor for any such costs under any circumstances. Notwithstanding the foregoing, City may reimburse Contractor for actual costs incurred relating to performance and payment bonds and insurance, with submittal of invoices, in the event that City terminates this Agreement for convenience, as provided in the General Conditions. If Contractor fails to commence the Work within one (1) week of the date set forth in the Notice to Proceed, City may terminate the Agreement immediately, without providing an opportunity to cure.

18. Audit. As the funding for this project comes from FRDAP, Contractor, by entering into this Agreement, the Contractor agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental

Protection determines that a limited scope audit of the Contractor is appropriate, the Contractor agrees to comply with any additional instructions provided by the Department to the Contractor regarding such audit. The Contractor further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

19. Indemnification of City.

19.1 The Contractor shall, in addition to any other obligation, indemnify the City and to the fullest extent permitted by law, protect, defend and hold harmless the City, including its agents, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), or costs arising out of any actual or alleged:

(A) bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting from such property, or any other damage or loss arising out of or resulting or claimed to have resulted in whole or in part from any actual or alleged act or omission of the Contractor or its Subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in the performance of the work;

(B) any violation of law, statute, ordinance, governmental administrative order, rule, regulation, or infringement of patent, copyright or trademark rights by Contractor or its Subcontractors in the performance of the work;

(C) liens and claims made by the Contractor or its Subcontractors; and

19.2 Indemnification for Construction Contracts. In the event that the performance of services under the Agreement is deemed to be a “construction Agreement” pursuant to §725.06, Florida Statutes, as it may be amended from time to time, the following indemnification shall apply:

To the fullest extent permitted by Chapter 725, Florida Statutes, as it may be amended, the Contractor agrees to indemnify and hold harmless the City, its officers, employees, and assigns from liabilities, damages, losses, and costs including, but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentionally wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of the provisions in the Agreement Documents. safety

20. Environmental Matters.

20.1 Defined Terms for Purposes of this Section.

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

- (A) The presence of any hazardous Substance, except in such quantities and concentrations as are routinely found in nature or in products used in ordinary business or commercial activities;
- (B) Any underground storage tanks, as defined in Subtitle I of the Hazardous and Solid Waste Amendments of 1984, 42 U.S.C. 6991 et. seq., or the regulations thereunder, for the storage of hazardous wastes, oil, petroleum products, or their byproducts;
- (C) Any PCB, asbestos or any other substances specifically regulated under the Toxic Substances Control Act, 15 U.S.C. 2601 or regulations issued thereunder; and
- (D) Any open dump or system of refuse disposal for public use without a permit, as prohibited by 42 U.S.C. 6945 and/or Florida law equivalent, or the regulations issued thereunder.

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

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

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

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

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

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

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

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

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

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

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

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

21. Insurance Requirements. The Contractor shall not commence Work under the Agreement until Contractor has obtained all insurance required under this Article. The Contractor shall not allow any employee of Contractor or any Subcontractor to commence Work until all Coverages required have been obtained and approved by the Risk Manager of the City. In addition, Contractor shall be responsible for any and all policy deductibles and self-insured retentions.

All Certificates of Insurance must clearly identify the Agreement to which they pertain, including a brief description of the subject matter of the Agreement. The certificates shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty (30) days' prior written notice has been given to City. If this coverage is not provided, then Contractor is responsible for providing such notice to City. Insurance policies for required coverages shall be issued by companies authorized to do business under the laws of the State of Florida and any such companies' financial ratings must be no less than A-VII in the latest edition of the "BEST'S KEY RATING GUIDE", published by A.M. Best Guide. In the event that the insurance carrier's rating shall drop, the insurance carrier shall immediately notify the City in writing.

Coverages shall be in force until all Work required to be performed under the terms of the Agreement is satisfactorily completed as evidenced by the formal written acceptance by the City. In the event insurance certificates provided to City indicate that the insurance shall terminate and lapse during the period of the Agreement, including any applicable warranty period, then in that event, the Contractor shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed Certificate of Insurance as proof that equal and like coverages for the balance of the period of the Agreement, including any extension of it, and including any applicable warranty period, is in effect. **THE CONTRACTOR SHALL NOT PERFORM OR CONTINUE WORK PURSUANT TO THE CONTRACT, UNLESS ALL COVERAGES REMAIN IN FULL FORCE AND EFFECT. ANY DELAY IN THE WORK CAUSED BY A LAPSE IN COVERAGE SHALL BE NON-EXCUSABLE, SHALL NOT BE GROUNDS FOR A TIME EXTENSION, AND WILL BE SUBJECT TO ANY OTHER APPLICABLE PROVISIONS DESCRIBED IN THE CONTRACT OR ELSEWHERE IN THE PROPOSAL DOCUMENTS CONCERNING CONTRACTOR DELAY.**

The below coverages are minimum limit requirements. Umbrella or Excess Liability policies are acceptable to provide the total required liability limits, as long as the Risk Manager of the City reviews and approves in writing the insurance limits on each of the policies. The City must approve any changes to these specifications and has the right to review and amend coverage requirements. The Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements. Contractor shall be responsible for any deductible amounts.

GENERAL LIABILITY INSURANCE is to include bodily injury, broad form property damage, products/completed operations, blanket contractual liability, and personal/advertising injury with limits of no less than One Million Dollars (\$1,000,000.00) per occurrence, and Two Million Dollars (\$2,000,000.00) annual aggregate.

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

- The City of Dania Beach, Florida” is to be added as a named “Additional Insured”;
- Annual Aggregate shall apply “Per Job”
- Additional Insured status is included for Products completed operations coverage for a period of no less than five (5) years
- Additional insured coverage shall be no more restrictive than Insurance Services Office (ISO) form CG 2037 (-7 04);
- Contractor’s Insurance shall be primary and non-contributory
- Waiver of Subrogation in favor of the City
- 30 Days’ Notice of Cancellation or modification to City (if not available on the insurance policies, then Contractor has responsibility for notification);
- Copy of Additional Insured Endorsement or other endorsements may be attached to the Certificate.

WORKERS’ COMPENSATION INSURANCE shall be maintained by Contractor and any Subcontractors during the life of the Agreement, including any applicable warranty period(s), and it is to apply to all “statutory employees” of Contractor (as that phrase is defined by Chapter 440, Florida Statutes), in compliance with the “Workers’ Compensation Law” of the State of Florida and all applicable federal laws, for the benefit of the Contractor, its employees, and Subcontractors.

In the case any work is sublet as otherwise addressed in the Agreement or Bid Documents, the Contractor shall require any Subcontractors similarly to provide Workers’ Compensation Insurance for all of the latter’s employees, in addition to any coverage afforded by the Contractor, by furnishing statutory limits Part A, and Employers’ Liability Part B with limits of \$100,000.00 each accident, \$100,000.00 each employee and \$500,000.00 policy limit for disease.

IN NO EVENT SHALL THE CONTRACTOR BE PERMITTED TO UTILIZE IN THE PROSECUTION OF THE WORK, THE FOLLOWING:

- 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.

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

- 30 Days' Notice of Cancellation or modification to City (if not available on the insurance policies, then Contractor has responsibility for notification); and
- Waiver of Subrogation.

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.

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.

22. Assignment of Agreement. The Contractor acknowledges, understands and agrees that its performance under this Agreement is or may be contingent upon the City receiving timely services from other Contractors (the "Supporting Contractors"). The Contractor agrees to use its best efforts to coordinate its services with the services of the Supporting Contractors and further agrees that in the event the rendition of any services of any of the Supporting Contractors is delayed, such delay will not entitle the Contractor to any additional compensation or payment of any kind. Furthermore, the Contractor shall not be entitled to an increase in compensation, or be entitled to payment of any kind from the City, for damages or expenses incurred which are direct, indirect or consequential or other costs and lost profits of any kind including, but not limited to, costs of acceleration, inefficiency or extended overhead, arising because of any other delay, disruption, interruption, interference or hindrance from any cause whatsoever, whether such delay, disruption or interference be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable; provided, however, that this provision shall not preclude recovery of damages by the Contractor for hindrances or delays caused solely by fraud, bad faith or active malicious interference on the part of the City. The Contractor shall only be entitled to extensions of time for performance as the exclusive and sole remedy for delay. In recognition of the fact that Contractor is not entitled to costs of acceleration arising out of the delays caused by Supporting Contractors, Contractor shall not be required to accelerate its services where delays have resulted from Supporting Contractors, unless the City agrees to compensate Contractor for such accelerated efforts.

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

of the Florida Statutes, may have application to records or documents pertaining to this Agreement and Contractor acknowledges that such laws have possible application and agrees to comply with all such laws.

Upon request from the City custodian of public records, Contractor shall provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.

24. Retention Of Records And Right To Access

24.1 The Contractor shall preserve and make available all financial records, supporting documents, statistical records, and any other documents pertinent to the agreement for a period of **five (5) years** after termination or conclusion of the agreement, or if an audit has been initiated and audit findings have not been resolved at the end of these **five (5) years**, the records shall be retained by the City until resolution of audit finding.

The Contractor shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5) years** from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The Contractor shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3) years** from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

24.2 Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the City.

24.3 Upon completion of Work under this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Contractor shall be delivered by the Contractor to the City Manager, at no cost to the City, within seven (7) days. All such records stored electronically by Contractor shall be delivered to the City in a format that is compatible with the City's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

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

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

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS.

Custodian of Records:	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

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

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

28. Termination Or Suspension Of Agreement

28.1 Termination By The Contractor:

A. The Contractor may terminate the Agreement for non-payment (except for those provisions in this agreement that specifically provide for withholding payment), failure to

certify payment, delays of greater than 120 days not caused by Contractor, other material breaches by the City, and if the Work is stopped for a period of thirty (30) days through no act or fault of the Contractor, Subcontractor, Sub-subcontractor, their agents or employees, or any other persons performing portions of the Work under the Agreement with the Contractor, for any of the following reasons:

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

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

28.2 Termination By The City For Cause:

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

- (1) persistently or repeatedly refuses or fails to supply enough properly skilled workers, proper equipment, materials, or fails to adhere to the schedule established as adjusted from time to time pursuant to the terms of the Agreement;
- (2) fails to comply with laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction, including City;
- (3) commits any act or omission that evidences a lack of integrity or honesty or which reflects negatively on the City, including but not limited to the company of its owners, officers and agents being charged with any act of moral turpitude or any environmental violation;
- (4) fails to obtain or maintain all insurance Coverage required by the Agreement Documents; or
- (5) otherwise, is guilty of substantial breach of a provision of the Agreement or Agreement Documents; or
- (6) One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Contractor (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement: i. Entry of an order for relief under Title 11 of the United States Code; ii. The making by Contractor of a general assignment for the benefit of creditors; iii. The appointment of a general receiver or trustee in bankruptcy of Contractor's business or property; and/or iv. An action by Contractor under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation; or

(7) If Contractor or its Surety(ies) do(es) not cure such failure within seven (7) calendar days from receipt of notification, or sooner if consideration of safety to persons is involved, or if Contractor or its Surety(ies) fails to provide satisfactory evidence that such default will be corrected, City may, without further notice to Contractor, terminate in whole or in part Contractor's right to proceed with work by written notice and prosecute the Work to completion by Agreement or by any other method deemed expedient. City may take possession of and utilize any materials, plant, tools, equipment, and property of any kind furnished by Contractor and necessary to complete the Work.

(8) Contractor, and its sureties, shall be liable, jointly and severally, to City for all costs in excess of the Agreement price for such terminated work reasonably and necessarily incurred in the completion of the Work, as adjusted by Change Orders, if any, including cost of administration of any Agreement awarded to others for completion, plus Liquidated Damages.

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

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

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

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

28.3 Upon termination for default, Contractor shall:

(a) immediately discontinue work on the date and to the extent specified in the notice and place no further purchase orders or subcontracts to the extent that they relate to the performance of work terminated;

(b) inventory, maintain and turn over to City all materials, plant, tools, equipment, and property furnished by Contractor or provided by City for performance of work;

(c) promptly obtain cancellation upon terms satisfactory to City of all purchase orders, subcontracts, rentals, or any other agreements existing for performance of the terminated work or assign those agreements to City as directed;

(d) cooperate with City in the transfer of information and disposition of work in progress so as to mitigate damages;

(e) comply with other reasonable requests from City regarding the terminated work;
and

(f) continue to perform in accordance with all of the terms and conditions of the Agreement such portion of work that is not terminated.

(g) When the City terminates the Agreement, the Contractor shall not be entitled to receive any further payment until the Work is completed and approved by the Engineer of Record.

(h) All damages, costs and charges incurred by City shall be deducted from any monies due or which may become due to Contractor. In case the damages and expenses so incurred by City shall exceed the unpaid balance, then Contractor shall be liable and shall pay to City the amount of such excess.

28.4 If, after Notice of Termination or Suspension of Contractor's right to proceed, it is determined for any reason that Contractor was not in default, the rights and obligations of City and Contractor shall be the same as if the Notice of Termination had not been issued, pursuant to the Termination for Convenience clause as set forth below.

28.5 Termination By The City For Convenience:

The Agreement may be terminated for convenience by City upon fifteen (15) days' advance written notice to Contractor and the Contractor's surety, if any (delivered by certified mail, return receipt requested) of intent to terminate and the date on which such termination becomes effective. In such case, the Contractor shall be paid for all acceptable work performed prior to termination and shall not be entitled to any other costs, fees or payments. City may, at its option and convenience, terminate the Agreement, in whole or in part, at any time by written notice thereof to Contractor, whether or not Contractor is in default. Upon any such termination, Contractor hereby waives any claims for damages from the termination, including, without limiting the generality thereof, loss of anticipated profits on Work not performed on account thereof, home office overhead, lost bonding capacity, and consequential damages. As the sole right and remedy of Contractor, City shall pay Contractor in accordance with Subparagraphs below; provided, however, that those provisions of the Agreement, which by their very nature survive final acceptance under the Agreement, shall remain in full force and effect after such termination

- (a) Upon receipt of any such notice, Contractor and its Surety shall, unless the notice requires otherwise;
- (b) Immediately discontinue work on the date and to the extent specified in the notice.
- (c) Place no further orders or subcontracts for materials, services, or facilities, other than as may be necessary or required for completion of such portion of work under the Agreement that is not terminated;
- (d) Promptly make every reasonable effort to obtain cancellation upon terms satisfactory to City of all orders and subcontracts to the extent they relate to the performance of work terminated;
- (e) If requested by the City in writing, assign to the City, all right, title and interest of the

Contractor under the subcontracts terminated. Such Assignment shall not include assumption of Contractor's obligations or liabilities under any subcontract. The City shall have the right (but not the obligation) to assume the Contractor's obligations under any subcontracts assigned. Neither this paragraph or any assignment of subcontracts, shall constitute the City's assumption of Contractor's or other obligations under any such subcontract absent a written document executed by the City and the subcontractor in which the City expressly acknowledges an assumption of Contractor's obligations, and then only to the extent specified. In no event will the City assume any obligation of the Contractor under the subcontracts that arise out of or relate to Contractor's default prior to such assignment;

- (f) The Contractor shall include in all subcontracts, equipment leases and purchase orders, a provision requiring the subcontractor, equipment lessor, or supplier, to consent to the assignment of their subcontract or purchase order to the City;
- (g) Assist City, as specifically requested in writing, in the maintenance, protection and disposition of property acquired by City under the Agreement; and,
- (h) Complete performance of any work that is not terminated.
- (i) Upon any such termination, City will pay to Contractor an amount determined in accordance with the following (without duplication of any item):
- (j) All amounts due and not previously paid to Contractor for work completed in accordance with the Agreement prior to such notice, and for work thereafter completed as specified in such notice.
- (k) The reasonable cost of settling and paying claims arising out of the termination of work under subcontracts or orders.
- (l) The verifiable costs incurred prior to notice of termination.
- (m) Any other reasonable costs which can be verified to be incidental to such termination of Work, including demobilization costs.
- (n) In the case of such termination for City's convenience, Contractor shall be entitled to receive payment for Work actually executed, and verifiable costs incurred by reason of such termination, along with an amount not to exceed ten (10) percent for profit and overhead on such verifiable costs incurred.
- (o) The City's Termination for Convenience shall be without waiver or prejudice to, all of the City's claims, rights and remedies arising out of or related to any default, breach of Agreement, damages or other claims the City may have against Contractor, or Contractor's subcontractors, material suppliers of any tier, or any other person or entity at the time of termination or arising thereafter.
- (p) Contractor hereby acknowledges acceptance of the risk and cost of the foregoing and acknowledges and agrees to the foregoing limitation on Contractor's claims or damages arising out of, or relating to, a termination for convenience by the City.
- (q) Contractor shall submit within 30 calendar days after receipt of notice of Termination, for Convenience, a written proposal for payment, including all incurred costs and other entitlements described herein. City shall review, analyze, and verify such proposal, and

negotiate an equitable adjustment, and the Agreement shall be amended in writing accordingly.

29. Suspension By The City For Cause

The City may order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as deemed necessary by the City, if the Contractor fails to maintain all insurance Coverage required by the Agreement Documents. Any delay in the Work caused by a lapse in Coverage shall be deemed non-excusable, shall not be grounds for a time extension, and shall be subject to any other applicable provisions in the Agreement and Agreement Documents concerning Contractor delay.

30. Suspension By The City For Convenience

(A) The City may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part, for such period of time as the City may determine, and the Contractor shall be entitled to an appropriate time extension, provided the suspension delays the critical path of the Work.

(B) If such suspension exceeds thirty (30) consecutive days, Contractor may also be entitled to an adjustment in the Agreement Sum for increases in the cost of performance of the Agreement resulting directly from the suspension, delay, or interruption, including reasonable profit on such increased cost; provided however, that no adjustment will be made to the extent:

- (1) that performance is, was, or would have been so suspended delayed, or interrupted by another cause for which Contractor is responsible;
- (2) that Contractor fails to adequately document the cost increase;
- (3) that the Contractor would have incurred the cost increase regardless of the suspension, delay, or interruption, or
- (4) that an equitable adjustment is made or denied under another provision of the Agreement or Agreement Documents.

31. Termination for Cause

If the Contractor fails to provide the services or shall in any other manner commit a breach of the agreement and fails to remedy the same within 30 calendar days after receipt of written notice from the City, the City may terminate the agreement, without any further notice to the Contractor. City representatives will review the construction services periodically to assure that the requirements of the agreement are being met. If any work is unsatisfactory, the Contractor shall be contacted, and the discrepancies corrected at no additional cost to the City. If deficiencies are not corrected within five (5) working days, the City may, at its option, perform the required services or contract to have them performed and deduct the cost of those services from the agreement cost.

31A. Receipt Of Notice Of Termination Or Suspension

Upon receipt of Notice of Termination or suspension, Contractor shall deliver or otherwise make available to City all data, drawings, specifications, reports, estimates, summaries and such other information as may have been required by the Agreement or Agreement Documents, whether completed or in process. Upon receipt of any such written notice, Contractor shall, unless the notice requires otherwise:

- (a) immediately discontinue work on the date and to the extent specified in the notice;
- (b) place no further orders or subcontracts for material, services, or facilities with respect to suspended work other than to the extent required in the notice;
- (c) promptly make every reasonable effort to obtain suspension, upon terms satisfactory to City, of all orders, subcontracts and rental agreements to the extent they relate to performance of work suspended;
- (d) continue to protect and maintain the Work including those portions on which work has been suspended, and
- (e) take any other reasonable steps to minimize costs associated with such suspension.

In addition to all amounts that would otherwise be due for Work performed prior to the suspension, as compensation for such suspension, Contractor will be reimbursed for the following verifiable costs (without profit) and without duplication of any item, to the extent that such costs directly result from such suspension of work:

- (a) standby charge to be paid to Contractor during the period of suspension of work which standby charge shall be sufficient to compensate Contractor for keeping, to the extent required in the notice, its organization and equipment committed to the Work in a standby status;
- (b) All reasonable costs associated with mobilization and demobilization of Contractor's plant, forces and equipment; and
- (c) An equitable amount to reimburse Contractor for the cost of maintaining and protecting that portion of the Work upon which work has been suspended.

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

33. Force Majeure. Under any and all provisions of this Agreement, neither the City nor Contractor, as the case may be, will be considered in breach of or in default of any of their respective non-monetary and monetary obligations under the Agreement as a result of an unavoidable delay due to strikes, lockouts, acts of God, inability to obtain labor or materials, riot, war, hurricane, tornado, weather related events or conditions, pandemics, epidemics, shutdowns due to government restrictions, utility company delays, or other similar causes beyond the commercially reasonable control of a party (in each case, an event of “Force Majeure”). Upon the occurrence of a Force Majeure, the applicable time-period will be extended for each day of the period of the Force Majeure event.

34. Remedies Cumulative. Waiver. The rights and remedies of the parties to this Agreement, whether provided by law or by this Agreement, are intended to be cumulative and concurrent. The exercise by either party of any one or more of its remedies will not preclude the exercise by a party, at the same or different times, of any other remedies for the same default or breach, or of any of its remedies for any other default or breach by the other party. The waiver by a party of any default or Event of Default under this Agreement will not extend to or affect any other existing or subsequent Event of Default, or impair any rights, powers, or remedies of a party in connection with any other default or Event of Default. A party’s delay or omission in exercising any right, power or remedy will not be construed as a waiver of any default or Event of Default or constitute acquiescence to the default.

35. Notices. Except as provided above, whenever either party desires to give notice to the other, it must be given by written notice, sent by certified U.S. mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective persons and places for giving of notice:

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

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

Contractor: E. Michael Sweeney
Southern Underground Industries, Inc.
794 S. Military Trail
Deerfield Beach, Florida 33321

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

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

38. Dispute Resolution

38.1 Claims And Disputes

A. The responsibility to substantiate a Claim shall rest with the party making the Claim. All Claims must be made in writing and addressed to the City and the Contractor.

B. Process for Resolving a Claim. The Contractor shall review the Claim and make a recommendation to the City. The City shall render a final decision regarding the Claim. A decision by the City shall be required as a condition precedent to litigation of a Claim between the Contractor and City as to all such matters arising prior to the date final payment is due, regardless of: 1) whether such matters relate to execution and progress of the Work; or 2) the extent to which the Work has been completed.

C. Time Limits on Claims. Claims by the Contractor must be made within thirty (30) days after occurrence of the event giving rise to such Claim or within thirty (30) days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Claims by the Contractor or its respective subcontractors must be made by written notice to the City. An additional Claim made after the initial Claim has been implemented by Change Order will not be considered unless submitted in a timely manner.

D. Continuing Agreement Performance. Pending final resolution of a Claim, unless otherwise agreed in writing, the Contractor shall proceed diligently with performance of the Agreement and the City shall continue to make payments in accordance with the Agreement Documents.

E. Claims for Concealed or Unknown Conditions. If conditions are encountered at the Project site which are: 1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Agreement Documents; or 2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist in the locale of the Project site and generally not recognized as inherent in construction activities of the character provided for in the Agreement Documents, then notice by the observing party shall be given to the other party promptly before conditions are disturbed and in no event later than twenty-one (21) days after first observance of the conditions. The Contractor shall promptly investigate such conditions and, if they differ materially and cause an increase or decrease in the Contractor's cost of, or time required

for, performance of any part of the Work, Contractor shall recommend to the Consultant, with the City's approval, an equitable adjustment in the Agreement Sum, Agreement Time, or both. If the Consultant determines that the conditions at the Project site are not materially different from those indicated in the Agreement Documents and that no change in the terms of the Agreement is justified, the Consultant shall so notify the City and Contractor in writing, stating the reasons. Claims by either party in opposition to such determination must be made within twenty-one (21) days after the Consultant has given notice of the decision. If the Consultant and Contractor cannot agree on an adjustment in the Agreement Sum or Agreement Time, the adjustment shall be referred to the City for final determination.

F. Claims for Additional Cost. If the Contractor wishes to make Claim for an increase in the Agreement Sum, written notice as provided in these Conditions shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Paragraph 10.3. If the Consultant believes additional cost is involved for reasons including but not limited to: 1) a written interpretation from the Contractor; 2) an order by the City to stop the Work where the Contractor was not at fault; 3) a written order for a minor change in the Work issued by the Contractor; 4) failure of payment by the City; 5) termination of the Agreement by the City; or 6) City's suspension of Work, then the Claim shall be filed in accordance with the procedure established in this Agreement.

G. Claims for Additional Time.

1. If the Contractor wishes to make Claim for an increase in the Agreement Time, written notice as provided in these Conditions shall be given. The Contractor's Claim shall include an estimate of cost and a probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

2. If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time and could not have been reasonably anticipated, and that weather conditions had an adverse effect on the scheduled construction.

H. Injury or Damage to Person or Property. If either party to the Agreement suffers injury or damage to person or property because of an act or omission of the other party, or any of the other party's employees or agents, or of others for whose acts such party is legally liable, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding twenty-one (21) days after first observance of the injury or damage. The notice shall provide sufficient detail to enable the other party to investigate the matter.

38.2 Resolution Of Claims And Disputes

A. The Contractor shall review Claims and take one or more of the following preliminary actions within ten days of receipt of a Claim: 1) request additional supporting data from

the claimant: 2) submit a schedule to the parties indicating when the Contractor expects to take action; or 3) suggest a compromise. The Consultant may, at the City's direction, notify the surety, if any, of the nature and amount of the Claim. The Contractor shall notify the City or the Claimant. The City shall make the final determination of whether to pay or dispute the Contractor's Claim.

B. If a Claim has been resolved, the Contractor shall prepare or obtain appropriate documentation.

C. If a Claim has not been resolved, the party making the Claim shall, within ten days (10) after the Contractor preliminary response, take one or more of the following actions: 1) submit additional supporting data requested by the Contractor; 2) modify the initial Claim; or 3) notify the Contractor that the initial Claim remains valid.

D. The Contractor shall notify the parties in writing of the City's decision within seven days of receipt of: 1) additional supporting data; 2) a request to modify the initial Claim; or 3) that the initial Claim stands and the City's decision shall be final and binding on the parties but subject to review by a court of competent jurisdiction. The Contractor shall prepare or obtain appropriate documentation regarding the Claim. If there is a surety and there appears to be a possibility of a Contractor's default, the Contractor may, at the City's direction, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

38.3 All claims, counterclaims, disputes and other matters in question between City and Contractor arising out of, relating to or pertaining to this Agreement, the breach of it, the services of it, or the standard of performance required in it, shall be addressed by resort to non-binding mediation as authorized under the laws and rules of Florida; provided, however, that in the event of any dispute between the parties, the parties agree to first negotiate with each other for a resolution of the matter or matters in dispute and, upon failure of such negotiations to resolve the dispute, the parties shall resort to mediation.

39. Venue; Fees.

39.1 If mediation is unsuccessful, any such matter may be determined by litigation in a court of competent jurisdiction in Broward County, Florida, or the Federal District Court of the Southern District of Florida and appropriate appellate courts for such venue and jurisdiction. To be clear, should mediation fail, all claims, counterclaims, disputes and other matters in question between City and Contractor arising out of, relating to or pertaining to this Agreement, or the breach of it, or the services of it, or the standard of performance required in it, shall be addressed by resort to non-binding mediation as authorized under the laws and rules of Florida. **IN ANY LITIGATION, THE PARTIES AGREE TO EACH WAIVE ANY TRIAL BY JURY OF ANY AND ALL ISSUES. THE PARTIES UNDERSTAND AND AGREE THAT THIS WAIVER IS A MATERIAL AGREEMENT TERM.**

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

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

41. Prevailing Party's Attorneys' Fees. If either party institutes legal proceedings in connection with the Agreement, the prevailing party will be entitled to recover its costs of suit, including without limitation, its Attorneys' Fees.

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

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

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

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

46. Independent Contractors. Contractor, any Subcontractors and their respective employees and agents shall be and remain independent Contractors and not employees of City with respect to all of the acts and services performed under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties to this Agreement. All agents, employees and Subcontractors of the Contractor retained to perform services pursuant to this Agreement shall comply with all laws of the United States concerning work eligibility.

47. The Contractor understands and agrees that the City, during any fiscal year, is not authorized to expend money, incur any liability, or enter into any Agreement which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year and that any Agreement, verbal or written, made in violation of this subsection is null and void and that consequently, no money may be paid on such Agreement beyond such limits. Nothing contained in this Agreement shall prevent the making

of contracts for periods exceeding one (1) year, but any Agreement so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Contractor shall not proceed with services under this Agreement without City's written verification that the funds necessary for Contractor compensation and other necessary expenditures are budgeted as available within the appropriate fiscal year budget.

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

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

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

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

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

A. Claims based upon any alleged breach by the City of implied warranties for representations not specifically set forth in this Agreement, as the parties stipulate that there are no such implied warranties or representations of the Contractor. All obligations of the parties are only as set forth in this Agreement;

B. Claims based upon negligence or any tort arising out of this Agreement;

C. Claims upon alleged acts or inaction by the City, its commissioners, attorneys, administrators, Contractors, agents, or any Contractor employee;

D. Claims based upon an alleged waiver of any of the terms of this Agreement unless such waiver is in writing and signed by an authorized representative for the City and Contractor.

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

54. Scrutinized Companies. Contractor shall certify that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2018), and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City's option if Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2018), as may be amended or revised, or been placed on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2018), as may be amended or revised, or is engaged in a boycott of Israel.

55. Verification of Employment Eligibility. Contractor represents that Contractor and each Subcontractor has registered with and uses the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this Agreement will not violate that statute. If Contractor violates this section, Municipality may immediately terminate this Agreement for cause and Contractor shall be liable for all costs incurred by Municipality due to the termination.

56. Successors And Assigns. The City and the Contractor each binds itself, its officers, directors, qualifying agents, partners, successors, assigns and legal representatives to the other party hereto and to the partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in the Agreement. Contractor

shall not assign, transfer, convey or otherwise hypothecate the Agreement or its right, title or interest in or to the same or any part thereof, or allow legal action to be brought in its name for the benefit of others, without previous written consent of the City, and concurred with by the Contractor's Surety. Contractor acknowledges that the City has entered into this Agreement with Contractor after a comprehensive competitive award process, and evaluation of Contractor's particular qualifications and skills to perform the Work. Therefore, Contractor agrees that the City may withhold the consent to assignment referred to herein for any reason the City deems appropriate, in its sole and exclusive discretion.

57. Time is of the Essence. Time is of the essence in the performance of all obligations of each party under this Agreement.

58. No Partnership or Joint Venture. It is mutually understood and agreed that nothing contained in this Agreement is intended or is to be construed in any manner or under any circumstances whatsoever as creating or establishing the relationship of co-partners or creating or establishing the relationship of a joint venture between the City and Contractor, or as constituting Contractor as the agent or representative of the City for any purpose or in any manner whatsoever.

59. Recording; Documentary Stamps. A memorandum of this Agreement, in the form attached as Exhibit H, will be recorded by the City in the Public Records of Broward County, Florida. The cost of recording, and the cost of any required documentary stamps, will be paid in full by the City. The parties will cooperate in structuring the transactions contemplated by this Agreement to reduce such costs, provided the structure does not have any adverse consequence for the City.

60. Governing Law. This Agreement will be governed by the laws of the State of Florida. This Agreement is subject to and must comply with the Charter and City Code of the City of Dania Beach, as they exist on the date of execution of the Agreement. Any conflicts between this Agreement and the Charter and City Code will be resolved in favor of the City's Charter. Venue for any disputes arising out of this Agreement and for any actions involving the enforcement or interpretation of this Agreement will be in the State courts of the 17th Judicial Circuit of Broward County, Florida.

61. Third Party Beneficiaries. Neither Contractor nor City intend to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement.

62. Negotiated Agreement. Both parties have substantially contributed to the drafting and negotiation of this Agreement and this Agreement shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other. The parties hereto acknowledge that they have thoroughly read this Agreement, including all exhibits and attachments hereto, and have sought and received whatever competent advice and counsel was necessary for them to form a full and complete understanding of all rights and obligations herein.

63. Incorporation by Reference. The truth and accuracy of each "Recital" clause set forth above is acknowledged by the parties. The attached Exhibits to this Agreement are incorporated

into and made a part of this Agreement and all exhibits subsequently attached to this Agreement pursuant to the terms hereof shall be deemed incorporated into and made a part of this Agreement.

64. Conflicts of Interest: City Representatives not Individually Liable. No elected official, representative, or employee of the City has any personal interest, direct or indirect, in this Agreement. No elected official, representative or employee will participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership or association in which he or she has an interest, directly or indirectly. No elected official, representative or employee of the City will be personally liable to Contractor or any successor in interest for any amount which may become due to Contractor, for any obligations of City under the Agreement, or in the event of any default or breach by the City.

65. Section. Section headings are for convenience only and do not affect the interpretation of this Agreement.

66. Counterparts. This Agreement may be signed in counterparts, each one of which is considered an original, but all of which constitute one and the same instrument. This Agreement is effective only after execution and delivery by the parties.

67. Entire Agreement. This Agreement (including the Exhibits) constitutes the sole agreement of the parties with respect to its subject matter. It supersedes any prior written or oral agreements or communications between the parties.

68. Amendments. No amendment to this Agreement is binding on either party unless in writing and signed by both parties. The City is not obligated to spend any money or undertake any obligation in connection with an amendment proposed by Contractor. If Contractor requests an amendment to the Agreement or any other action by City, Contractor must reimburse City for all third-party costs incurred by City (including but not limited to costs of third-party consultants and attorneys). Before the City takes action regarding any request, Contractor must deposit with the City the estimated amount of third-party costs, as reasonably determined by the City.

69. Holidays. The parties agree that whenever a notice or performance due under the Agreement falls on a Saturday, Sunday or on a legal holiday recognized by the City, the notice or performance will be postponed to the next following business day.

70. Other governmental entities may elect to purchase the goods and services specified in this Agreement, which shall be made available upon the same terms and conditions as those specified in this Agreement.

71. Survival. A termination of the Agreement will not release Contractor from its obligation to indemnify City for any acts which occurred prior to the termination of the Agreement, unless otherwise agreed upon by City and Contractor or by judicial decree. Upon termination or expiration of this Agreement, the Contractor shall remain liable for all obligations and liabilities that have accrued prior to the date of termination or expiration, unless relieved of such obligation or liability by action of a court or rule of law.

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

ATTEST:

CITY OF DANIA BEACH, FLORIDA,
a Florida municipal corporation

ELORA RIERA, MMC
CITY CLERK

JOYCE L. DAVIS
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS

EVE A. BOUTSIS
CITY ATTORNEY

ANA M. GARCIA, ICMA-CM
CITY MANAGER

WITNESSES:

CONTRACTOR:
Southern Underground Industries, Inc.
a Florida corporation

SIGNATURE

SIGNATURE

PRINT Name

PRINT Name

SIGNATURE

Title

PRINT Name

Date:_____

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me by means of ☐ physical presence
or ☐ online notarization, on _____ 2024 by _____.
He/she is personally known to me or has produced _____ as
identification.

My Commission Expires:

Notary Public, State of Florida

Print Name



City of Dania Beach Finance Memorandum

DATE: 12/10/2024

TO: Mayor and Commissioners

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

VIA: Frank DiPaolo, Chief Financial Officer

SUBJECT: Approval of a Resolution awarding Request for Proposals No. 24-014 and authorizing the purchase and implementation of a Smart Water Meter / Advanced Metering Infrastructure (AMI) System from Utility Solutions and Automation (USA)

Request:

The Finance Department requests approval of a Resolution awarding Request for Proposals No. 24-014 and authorizing the purchase and implementation of a Smart Water Meter / Advanced Metering Infrastructure (AMI) System from Utility Solutions and Automation (USA).

Background:

The City's water and sewer utility provides clean drinking water to nearly 5,000 accounts, east of I-95. The current legacy water meters must be read each month for billing purposes, meaning that a City employee must physically visit each meter to obtain a read once per month. This has become increasingly difficult in the past few years due to changes in the labor market, causing high turnover for this type of position. Therefore, the Finance Department has identified the need to implement a comprehensive Smart Water Meter / Advanced Metering Infrastructure (AMI) System, which replaces all water meters with smart, connected devices that transmit readings to the cloud multiple times per day. The benefits of this system are as follows:

- Consistent reads of all meters resulting in virtually error-free billing
- Deployment of ultrasonic meters, providing exceptional accuracy
- Active leak detection through continuous reads and alert notifications, allowing for proactive customer service
- Transition to billing all accounts monthly, allowing for more efficient administrative processes

On June 19, 2024, the City issued Request for Proposals (RFP) No. 24-014 for Advanced Metering Infrastructure (AMI) Integration and received qualified proposals from six (6) respondents. On September 4, 2024, the Evaluation Committee, comprised of the Public Services Utilities Operations Manager, the Finance Utility Billing and Customer Service Supervisor, and Chief Financial Officer, along with the City's project consultant Quanta Technology, LLC

(“Quanta”), met to evaluate and rank all responsive proposals and determined that the following three (3) respondents would be invited to conduct in-person presentations:

- Utility Solutions & Automation
- Core and Main LP
- Fortiline Waterworks; and

On September 19, 2024, the Evaluation Committee met to finalize their recommendation and based on both their written RFP response and in-person presentation, Utility Solutions & Automation (USA) was determined to be the most responsive and responsible proposer. The Finance Department, City Attorney, and Quanta have negotiated a final agreement with USA providing for the purchase of all necessary hardware, initial implementation of the system, ongoing Network as a Service (NaaS) and Software as a Service (SaaS), and the Guaranteed Read Program, providing for monthly maintenance of the entire system including all meter pits for a total up-front cost of Three Million Four Hundred Seventeen Thousand Five Hundred Eighty Three Dollars (\$3,417,583.00)

Additionally, the City will receive a twenty-year warranty on all meters and communication devices, which includes a guarantee of meter accuracy. The City will also obtain improved accountability via the installation of “boundary” devices for metering incoming raw water and outgoing clean water at the water plant, as well as the transmission of sewage to Hollywood. The project also includes the deployment of remote disconnect meters, that allow water shut-offs to be done remotely, saving on the amount of labor involved in the monthly delinquency shut-off process. Finally, the Guaranteed Read Program is a turnkey meter maintenance solution, as USA will visit the City each month to troubleshoot meter and connection issues, replace defective devices, and maintain all meter pits as needed.

The City Administration recommends that the City Commission award RFP 24-014 to USA in the amount of Three Million Four Hundred Seventeen Thousand Five Hundred Eighty Three Dollars (\$3,417,583.00) plus additional project Contingency funding in the amount of Two Hundred Fifty Thousand Dollars (\$250,000.00) funded by a combination of American Rescue Plan Act (ARPA) funding and Water and Sewer Fund reserves.

Budgetary Impact

The total up-front project cost of Three Million Six Hundred Sixty Seven Thousand Five Hundred Eighty Three Dollars (\$3,667,583.00) will be funded by a combination of American Rescue Plan Act (ARPA) funding and Water/Sewer Fund Net Assets, as follows:

Revenues:

Water Fund	ARPA Funding	\$ 1,500,000
	Appropriated Net Assets	333,792
Sewer Fund	ARPA Funding	\$ 1,500,000
	Appropriated Net Assets	333,791
Total Revenues:		\$ 3,667,583

Expenses:

Water Fund-Finance	Infrastructure (63-10)	\$ 1,833,792
Sewer Fund-Finance	Infrastructure (63-10)	1,833,791
Total Expenditures:		\$ 3,667,583

In addition to the one-time (up-front) costs, the City will have annual recurring costs beginning in year 1 noted below:

Network/Communications fees for endpoints	\$ 56,401.80
<u>Guaranteed Read Program</u>	<u>\$ 59,436.00</u>
Total recurring costs:	\$ 115,837.80

Recommendation

Approve the Resolution awarding Request for Proposals No. 24-014 and authorizing the purchase and implementation of a Smart Water Meter / Advanced Metering Infrastructure (AMI) System from Utility Solutions and Automation (USA).

RESOLUTION NO. 2024-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AWARDING REQUEST FOR PROPOSAL NO. 24-014 AND AUTHORIZING THE PURCHASE AND IMPLEMENTATION OF A SMART WATER METER / ADVANCED METERING INFRASTRUCTURE (AMI) SYSTEM FROM UTILITY SOLUTIONS AND AUTOMATION (USA); PROVIDING FOR FUNDING; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Finance Department has identified the need to implement a comprehensive Smart Water Meter / Advanced Metering Infrastructure (AMI) System; and

WHEREAS, on June 19, 2024, the City issued Request for Proposals (RFP) No. 24-014 for Advanced Metering Infrastructure (AMI) Integration and received qualified proposals from six (6) respondents; and

WHEREAS, on September 4, 2024, the Evaluation Committee, comprised of the Public Services Utilities Operations Manager, the Finance Utility Billing and Customer Service Supervisor, and Chief Financial Officer, along with the City's project consultant Quanta Technology, LLC ("Quanta"), met to evaluate and rank all responsive proposals and determined that the following three (3) respondents would be invited to conduct in-person presentations:

- Utility Solutions & Automation
- Core and Main LP
- Fortiline Waterworks; and

WHEREAS, on September 19, 2024, the Evaluation Committee met to finalize their recommendation, and based on both their written RFP response and in-person presentation, Utility Solutions & Automation (USA) was determined to be the most responsive and responsible proposer; and

WHEREAS, the City Administration and Quanta have negotiated a final agreement with USA providing for the purchase of all necessary hardware, initial implementation of the system, ongoing Network as a Service (NaaS) and Software as a Service (SaaS), and the Guaranteed Read Program, providing for monthly maintenance of the entire system and all meter pits; and

WHEREAS, the City Administration recommends that the City Commission award RFP 24-014 to USA in the amount of Three Million Four Hundred Seventeen Thousand Five Hundred Eighty Three Dollars (\$3,417,583.00) plus additional project Contingency funding in the amount

of Two Hundred Fifty Thousand Dollars (\$250,000.00) funded by a combination of American Rescue Plan Act (ARPA) funding and Water and Sewer Fund reserves.

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

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

Section 2. That the proper City officials are authorized to execute an Agreement with USA for the purchase and implementation a Smart Water Meter / Advanced Metering Infrastructure (AMI) System in the amount of Three Million Four Hundred Seventeen Thousand Five Hundred Eighty Three Dollars (\$3,417,583.00) plus additional project Contingency funding in the amount of Two Hundred Fifty Thousand Dollars (\$250,000.00), which Agreement is made a part of and incorporated into this Resolution by this reference as Exhibit “A”.

Section 3. That the total project funding amount shall be appropriated in the Water and Sewer Fund as follows:

Revenues:

Water Fund	ARPA Funding	\$ 1,500,000
	Appropriated Net Assets	333,792
Sewer Fund	ARPA Funding	\$ 1,500,000
	Appropriated Net Assets	333,791
Total Revenues:		\$ 3,667,583

Expenses:

Water Fund-Finance	Infrastructure (63-10)	\$ 1,833,792
Sewer Fund-Finance	Infrastructure (63-10)	1,833,791
Total Expenditures:		\$ 3,667,583

Section 4. That the City will have annual recurring costs beginning in year one funded equally between the Water and Sewer Funds from the project fund and appropriated in the annual budget, as follows:

Network/Communications fees for endpoints	\$ 56,401.80
<u>Guaranteed Read Program</u>	<u>\$ 59,436.00</u>
Total recurring costs:	\$ 115,837.80

Section 5. That the unit pricing provided by USA is firm, however actual costs may fluctuate due to the assumptions made about the current state of the City’s meters and utility system and if actual costs exceed the funding authorization, the City Manager is authorized to approve use of the project Contingency.

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

Section 7. That this Resolution shall be effective 10 days after passage.

PASSED AND ADOPTED on _____, 2024.

Motion by _____, second by _____.

FINAL VOTE ON ADOPTION: Unanimous _____

Yes No

Commissioner Lori Lewellen _____

Commissioner Luis Rimoli _____

Commissioner Archibald J. Ryan IV _____

Vice Mayor Marco Salvino _____

Mayor Joyce L. Davis _____

ATTEST:

ELORA RIERA, MMC
CITY CLERK

JOYCE L. DAVIS
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY



**AMI Agreement Between Utility Solutions & Automation of Florida, LLC and
City of Dania Beach**



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**AGREEMENT – ARPA FUNDED
FEDERAL GRANT FUNDED PROJECT**

RFP # 24-014

ADVANCED METERING INFRASTRUCTURE (AMI) SYSTEM IMPLEMENTATION

THIS AGREEMENT (“Agreement”), dated this _____ day of _____, 20____, and is entered into by and between:

CITY OF DANIA BEACH, a municipal corporation of the State of Florida with a business address of **100 W DANIA BEACH BLVD, DANIA BEACH, FLORIDA 33004** hereinafter referred to as "CITY,"

and

UTILITY SOLUTIONS & AUTOMATION OF FLORIDA, LLC a Florida limited liability company, with a principal address of 1205 Tech Boulevard, Suite 106, Tampa, Florida 33619 (hereinafter referred to as the "CONTRACTOR"). CITY and CONTRACTOR may hereinafter be referred to collectively as the "Parties."

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, CITY and CONTRACTOR agree as follows:

ARTICLE 1- PREAMBLE

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 18, 2024**, the CITY advertised its Notice to Proposers of the CITY's desire to hire a firm to provide installation for our **AMI System**, as more particularly described in **Exhibit A: City’s Request for Proposal (RFP)**” attached hereto and by this reference made a part hereof, for the said **Request for Proposal (RFP) #24-014**. A short description of said scope of services is to hire a company to design and implementation of a successful, cost-effective two-way communication Advanced Metering Infrastructure (AMI) system. The City is seeking a full turnkey solution for design, system delivery, integration, field installation & remediation, and (system & network) managed services for ongoing operations for its field population of ~5,000 water accounts. The project will also involve field remediation including replacement all meter box lids, damaged meter boxes, and any other pit remediation as required. Exhibit I provides the guaranteed pricing under this Agreement.



1.2 On **July 30, 2024**, the proposals were opened at City Hall by the Purchasing.

1.3 On **September 4, 2024** the CITY's selection evaluation committee (SEC) met to review and score the proposal that was received at a publicly noticed open to the public evaluation meeting.

1.4 On **September 19, 2024** the City Commission accepted the results of the SEC at a publicly noticed open to public commission meeting that allowed the City Manager to begin negotiations with **Utility Solutions & Automation of Florida, LLC**.

1.5 Negotiations pertaining to the services to be performed by the CONTRACTOR were undertaken, and this Agreement incorporates the results of such negotiation.

ARTICLE 2 - SERVICES AND RESPONSIBILITIES

2.1 CONTRACTOR agrees to installation/services of **an AMI System Implementation**, as more particularly described and in accordance with the scope of work and special conditions outlined in the specifications and **Statement of Work**, attached hereto as **Exhibit B: Statement of Work**" and **Exhibit C: Deliverables**" by this reference made a part hereof and CONTRACTOR proposal attached hereto as **Exhibit F: CONTRACTOR Proposal**" and by this reference made a part hereof. CONTRACTOR agrees to perform all services required pursuant to this Agreement.

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 shall supervise the workforce to ensure that all workers conduct themselves and perform their work in a safe and professional manner. CONTRACTOR shall comply with all OSHA safety rules and regulations in the operation of equipment and in the performance of the work. CONTRACTOR shall at all times have a competent field supervisor available to enforce these policies and procedures at the CONTRACTOR's expense.

2.4 CONTRACTOR shall provide CITY with seventy-two (72) hours written notice prior to the commencement of work under this Agreement and prior to any schedule change with the exception of changes caused by inclement weather. Any such notice must be acknowledged and approved by the CITY.

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

2.6 CONTRACTOR hereby represents to CITY that CONTRACTOR is properly licensed by the applicable federal, state, and local agencies to provide the services under this Agreement. Furthermore, CONTRACTOR agrees to maintain such licenses during the term of this Agreement. If CONTRACTOR's license is revoked, suspended, or terminated



for any reason by any governmental agency, CONTRACTOR shall notify the CITY immediately.

2.7 CONTRACTOR shall comply with any and all Federal, State, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to CONTRACTOR, its employees, agents or subcontractors, if any, with respect to the work and services described herein. A violation of any federal, state, or local law or regulation may be cause for breach, allowing the CITY to terminate this Agreement.

2.8 CONTRACTOR agrees that all meetings relating to the services herein required shall take place at a CITY facility or via conference call, where practicable. Work performed pursuant to this Agreement shall take place with a CITY representative present, if CITY so desires.

2.9 CONTRACTORS shall only designate employees who are sufficiently skilled to provide the required services specified in this Agreement. Any person employed to provide the Services who fails, refuses or neglects to obey the instructions of the City's representative in anything relating to the 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 performing the Services. Any interference with, or any abusive or threatening conduct toward any City representative, City 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 contract and re-let the Services. The CONTRACTOR shall furnish all labor, materials, supplies and equipment necessary to properly maintain all Services areas where Services are conducted in an acceptable and safe condition.

2.10 CONTRACTOR agrees that it shall be held fully responsible, except as otherwise prohibited by law, for all acts of their employees while in their employ.

ARTICLE 2A – CITY’S REPRESENTATIVE (CONSULTANT) DURING CONSTRUCTION

2A.1 CITY’s Representative (“CONSULTANT” who is Quanta Technology) shall be the City’s Representative for technical matters. CITY will engage a CONSULTANT to act on their behalf on technical matters during the construction period.

2A.2 Visits to Properties

- i. CITY’s CONSULTANT will make visits to the properties at intervals appropriate to the various stages of construction as the CONSULTANT deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of CONTRACTOR’s executed scope of work. Based on information obtained during such visits and observations, the CONSULTANT, for the benefit of the CITY, will determine, in general, if the scope of work is proceeding in accordance with the Agreement Documents. The CONSULTANT will not be required to make exhaustive or continuous inspections to check the quality or quantity of the scope of work. CONSULTANT’s efforts will be directed toward providing for the CITY a greater



degree of confidence that the completed scope of work will conform generally to the Agreement Documents. On the basis of such visits and observations, the CONSULTANT will keep the CITY informed of the progress of the scope of work and will endeavor to guard the CITY against defective work.

- ii. Rejecting Defective Work under the Scope of Work.
 - a. The CONSULTANT will have authority to reject Work which they believe to be defective, or that they believe will not produce a completed project that conforms to the Agreement Documents. The CONSULTANT will also have authority to require special inspection or testing of the Works, and remediation, whether or not the Work is fabricated, installed, or completed.

ARTICLE 3 - TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

3.1 The work to be performed under this Agreement shall be commenced immediately upon CONTRACTOR's receipt of CITY's Notice to Proceed, which Notice shall be issued relatively promptly after the execution of this Agreement. The work shall be completed within _____ (_____) days from issuance of CITY's Notice to Proceed, subject to any permitted extensions of time pursuant to this Agreement and any amendments, change orders, and/or addenda thereto. For the purposes of this Agreement, completion shall mean the issuance of final permit.

3.2 During the pre-service portion of the work hereunder, the Parties agree to work diligently and in good faith in performing their obligations hereunder, so that all required permits for the service portion of the work may be obtained. In the event that any delays in the pre-service or service portion of the work occur, despite the diligent efforts of the Parties hereto, and such delays are the result of force majeure or are otherwise outside of the control of either party hereto, then the Parties shall agree on an equitable extension of the time for substantial completion hereunder and any resulting increase in general condition costs.

3.3 In the event that CONTRACTOR abandons this Agreement or causes it to be terminated – except on account of a force majeure or Uncontrollable Forces (defined in Section 13.1 below), CONTRACTOR shall indemnify CITY against any loss pertaining to this termination up to a maximum of the full contracted fee amount. All finished or unfinished documents, data, studies, surveys, and reports prepared by CONTRACTOR shall become the property of CITY and shall be delivered by CONTRACTOR to CITY.

3.4 **Time is of the essence for this Agreement.** In the event, the CONTRACTOR shall fail to timely commence the services herein required following the Notice to Proceed or fail in the performance of the work specified and required to be performed within the time limit set forth in this Agreement after due allowance for any extension or extensions of time, the CITY may immediately terminate this Agreement as set forth below.

3.5 The CITY's CONSULTANT shall also serve as the CITY's PROJECT MANAGER. CONTRACTOR shall notify the CITY's PROJECT MANAGER, in writing, of any change in the names and addresses of each subcontractor proposed for principal parts of the Project, and any changes in subcontractors from those proposed in



CONTRACTOR's bid proposal, and for such others as the CITY's PROJECT MANAGER may direct, and shall not employ any that CITY may, within a reasonable time, object to.

ARTICLE 4 - COMPENSATION AND METHOD OF PAYMENT

4.1 The CITY agrees to compensate CONTRACTOR for all equipment/services provided and for work that has been completed, inspected, and properly invoiced in accordance with the price terms set forth in **Exhibit E: Pricing and Payment Schedule** attached hereto and made a part hereof by this reference. The total compensation for all services herein required shall NOT EXCEED _____ Dollars and _____ Cents (\$_____) plus a _____ PERCENT Contingency of _____ Dollars and _____ cents (\$_____).

4.2 The total compensation amount may not be exceeded without a written amendment to this Agreement. Invoices must bear the project name, project number, bid number, and purchase order number. The CITY has up to twenty-five (25) business days to review, approve and pay all invoices after receipt. CONTRACTOR shall invoice CITY. The warranty for labor shall be as set forth in Exhibit J to this Agreement and shall generally begin upon installation of a particular product (i.e., the time labor was expended by CONTRACTOR (or its subcontractor) for such installation). The warranty for a product shall be in accordance with the manufacturer's warranties and shall begin when the product is installed and paid for by the City (not taking retainage into account).. All necessary Releases and Affidavits and approval of final payments shall be processed before the warranty period begins. All payments shall be governed by the Florida Prompt Payment Act, F.S., Part VII, Chapter 218.

4.3 A retainage not to exceed five percent (5%) will be deducted from all progress payments until the project is complete. When the Project is substantially complete, CONTRACTOR shall so notify CITY's designated representative in writing ("Notice of Substantial Completion"). As used herein "substantial completion" means that all requirements of this Agreement are complete and are ready for use. The CITY will then make a final inspection of the work within ten (10) days after receipt of the Notice of Substantial Completion and develop a list of items required to render the Project complete, satisfactory, and acceptable. The City shall deliver a written to CONTRACTOR within five (5) days of the City's completion of its inspection to confirm Substantial Completion. CONTRACTOR shall correct the items on the list within thirty (30) days after delivery of the list and Contractor shall immediately notify the CITY when the corrections have been completed, within the 30 day period. The CITY will then issue payment, provided that the following requirements have been met:

- (i) The work was completed in accordance with the Agreement;
- (ii) CONTRACTOR has provided an affidavit identifying all subcontractors, laborers, or equipment or material suppliers who provided goods or services in connection with the Project and has provided separate releases of lien or lien waivers in a form acceptable to the CITY from each subcontractor, laborer, or equipment or material supplier [there can be no pending third party claims



against the City as a result of the Work, including claims for non-payment by Contractor's lower-tiered subcontractors and suppliers ("Claims"); and

(iii) Provision of all product warranties, operating manuals, instruction manuals and other record documents, drawings and items customarily required of a contractor for AMI systems, or expressly required herein.

(iv) SAAS Hosting fees shall be paid annually in advance.

4.4 To the extent that CONTRACTOR engages subcontractors to perform pursuant to this Agreement CONTRACTOR shall be solely responsible for making payment to its subcontractors. CITY shall not have any obligation to pay or to see the payment of any monies to any subcontractor.

4.5 Any contingency or allowance incorporated into the Agreement as to the amount to be paid, authorizes the CITY to execute change orders up to the amount of the contingency without the need to obtain additional Commission approval. In addition, the CITY shall utilize the owner's contingency to reimburse CONTRACTOR for the related permit, license, impact or inspection fees. **It is hereby understood and agreed that the CONTRACTOR shall not expend any dollars in connection with the CITY'S contingency or allowance without the expressed prior written approval from the City Manager.** Any owner's contingency funds or allowance that have not been utilized at the end of the project will remain with the CITY, the CONTRACTOR shall only be paid for the proposed project cost as approved by the City Commission along with any owner contingency expenses or allowances that were approved by the CITY's authorized representative (City Manager is the authorized representative).

4.6 **TAXES:** CONTRACTOR shall pay all applicable sales, consumer use and other similar taxes required by law.

ARTICLE 5 - WAIVER OF LIENS

Prior to final payment of the amount due under the terms of this Agreement, a final waiver of lien shall be submitted by the CONTRACTOR as well as all suppliers and subcontractors who worked on the project that is the subject of this Agreement. Payment of the invoice and acceptance of such payment by CONTRACTOR shall release CITY from all claims of liability by CONTRACTOR in connection with this Agreement.

ARTICLE 6 - WARRANTY

6.1 The warranties for the labor and products provided by CONTRACTOR shall be as set out on Exhibit J to this Agreement. CONTRACTOR generally warrants its labor for a period of twelve (12) months from installation of a particular product (i.e., the time labor was expended by CONTRACTOR (or its subcontractor) for the installation of such product). The warranty for a product (e.g., meter) shall be in accordance with the manufacturer's warranties and shall begin when the product is installed and paid for by the City (not taking retainage into account). In the event that defect occurs during the time of the labor (workmanship) warranty, CONTRACTOR shall perform such steps as required to remedy the labor defects. CONTRACTOR shall be responsible for any damages caused



by labor defect to the affected area or to interior structure. The CITY shall look solely to the manufacturer for any defect in any product (e.g., meter), and the current warranty for products is set out on Exhibit J.

6.2 CONTRACTOR warrants to City that the consummation of the work provided for in this Agreement will not result in the breach of any term or provision of, or constitute a default under any indenture, mortgage, contract, or agreement to which CONTRACTOR is a party.

6.3 CONTRACTOR warrants to City that it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation, arbitration or other legal or administrative proceedings or investigations of any kind which would have an adverse effect on its ability to perform its obligations under the Contract.

6.4 CONTRACTOR warrants to City that it will comply with all applicable federal, state and local laws, regulations and orders in carrying out its obligations under the Contract.

6.5 All warranties made by CONTRACTOR together with service warranties and guarantees shall run to City and the successors and assigns of City.

ARTICLE 7 - CHANGES IN SCOPE OF WORK

7.1 CITY or CONTRACTOR may request changes that would increase, decrease, or otherwise modify the Scope of Services, as described in **Exhibits "B" and "C"**, attached hereto and by this reference made a part hereof, as more particularly described in Article 2 of this Agreement. However, any modification that substantially affects the Agreement terms must be approved by the City Commission and cannot be administered administratively. These changes may affect the agreed compensation accordingly. Such changes or additional services must be in accordance with the provisions of the CITY's Code of Ordinances, and must be contained in a written amendment or change order, 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.

7.2 In no event will the CONTRACTOR be compensated for any work which has not been described either herein or in a separate written Agreement or change order executed by the Parties hereto.

ARTICLE 8 - INDEMNIFICATION

8.1 GENERAL INDEMNIFICATION: Contractor shall, in addition to any other obligation to indemnify the City and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the City, their agents, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), costs arising out of any actual: a). Bodily injury, sickness, disease or death, or injury to, or destruction of tangible property, or other damage caused by any actual act or omission of the Contractor in the performance of the work under this Agreement; or b). violation of law, statute, ordinance, governmental administration order, rule, regulation, or infringement of patent rights by Contractor in the performance of the work under this Agreement; or c). liens, claims or actions made by the Contractor with respect to the performance of the work under this Agreement under Workers' Compensation acts, disability benefit acts, or other employee benefit acts. Any cost of expenses of litigation, including attorney fees,



incurred by the either Party to enforce this Agreement shall be borne and paid by the non-prevailing Party in such litigation. Without limiting the foregoing, any and all such claims, suits, etc., relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation or decree of any court, is included in the indemnity. Pursuant to Section 725.06, Florida Statutes, the indemnification required by this Section is limited to \$1,000,000.00, which the Parties agree bears a reasonable commercial relationship to the Agreement.

8.2 The Parties recognize that various provisions of this Agreement, including but not necessarily limited to this Section, provide for indemnification by the Contractor and that Section 725.06, Florida Statutes, requires a specific consideration to be given. The Parties therefore agree that the sum of Ten Dollars and 00/100 (\$10.00), receipt of which is acknowledged and agreed upon, is the specific consideration for such indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by Contractor. Furthermore, the Parties understand and agree that the Contractor's covenants and representations relating to this indemnification provision shall survive the term of this Agreement and continue in full force and effect through the applicable warranty period for such work and services under this Agreement, but not thereafter.

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

8.4 The Contractor shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, reasonable attorney fees (including appellate attorney fees) and costs.

The CONTRACTOR shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, reasonable attorney fees (including appellate attorney's fees) and costs. City reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of CONTRACTOR under the indemnification agreement. Nothing contained in this RFP is intended nor shall it be construed to waive City's rights and immunities under the common law or Florida Statute Section 768.28 as amended from time to time.

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

8.7 CONTRACTOR agrees to indemnify and hold harmless the City and its respective 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 CONTRACTOR and persons employed or utilized by CONTRACTOR in the performance of the Work.



ARTICLE 9 –INSURANCE

9.1 The CONTRACTOR expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the CONTRACTOR shall in no way limit the responsibility to indemnify, keep and save harmless and defend the CITY or its officers, employees, agents and instrumentalities as herein provided, but neither City nor its officers, employees, agents and instrumentalities shall have the right to collect from CONTRACTOR any amount which it has recovered from or has been paid by insurance (i.e., no “double-dipping”).

9.2 Minimum Required Insurance Coverages

a) **Commercial General Liability** Limits of Liability (Minimum)

Bodily Injury & Property Damage Liability

Each Occurrence	\$2,000,000
Policy Aggregate	\$4,000,000
Personal & Advertising Injury	\$2,000,000
Products & Completed Operations	\$2,000,000

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

- i. Annual Aggregate shall apply “Per Project/Job”
- ii. Waiver of Subrogation in favor of the City
- iii. Insurance shall apply on a primary and non-contributory basis
- iv. “The City of Dania Beach, Florida” is included as “Additional Insured”

b) **Business Automobile Liability** - Limits of Liability (Minimum)

Bodily Injury and Property Damage - Combined Single Limit: \$2,000,000

Any Auto – Symbol 1

Including Hired and Non- Owned Autos

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

- i. City of Dania Beach included as an Additional Insured

c) **Workers’ Compensation / Employers’ Liability**

a. Workers Compensation Limits: Statutory - State of Florida

b. Employers Liability Limits:

\$1,000,000 for bodily injury caused by an accident, each accident

\$1,000,000 for bodily injury caused by disease, each employee

\$1,000,000 for bodily injury caused by disease, policy limit

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

Contractor(s) must be in compliance with all applicable state and federal workers’ compensation laws, including US Longshore and Harbor Workers Compensation Act, Jones Act (maritime), Federal Employers Liability Act (railroad), etc.



In no event shall Vendor be permitted to utilize in the execution of this agreement, the following:

- i) any employee, subcontractor or subcontractor employee that is exempted or purported to be exempt from Workers' Compensation insurance coverage; or
 - ii) any employee, subcontractor or subcontractor employees who will be covered by an employee leasing arrangement.
- d) Umbrella/Excess Liability (Excess Follow Form)** can be utilized to provide the required limits. Coverage shall be "following form" and shall not be more restrictive than the underlying insurance policy coverages, including all special endorsements and City as Additional Insured status. Umbrella should include Employer's Liability.
- e) Professional Liability/Errors & Omissions**
Any licensed design professionals utilized to perform the scope of work, shall maintain the following insurance. Retro Date- Prior to commencement of job. Coverage is to be maintained and applicable for a minimum of 3 years following contract completion.

	<u>Limits of Liability</u>
Each Claim	\$2,000,000
Policy Aggregate	\$2,000,000

f) Cyber Liability Limits of Liability

Each Occurrence	\$2,000,000
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Including Liability for Data Breach, Media Content, Utility Fraud, Privacy Liability and Network Security for third parties.

Retro Date – Prior to commencement of job. Coverage is to be maintained and applicable for a minimum of 3 years following contract completion.

Vendor must notify City, in writing, of any potential Information Security Incidents within 24 hours of becoming aware of the Incident.

g) Other Conditions Required:

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

ii. Cancellation Requirements: Required insurance shall *always* be maintained while vendor is on or utilizing City premises. The above policies shall provide the City of Dania Beach with 10 days' written notice of cancellation or material change from the insurer. If



the policies do not contain such a provision, it is the responsibility of the Contractor to provide such notice.

iii. Notice Requirements: If an insurable incident occurs while vendor is engaged in a City project, notification to the City is required.

iv. Deductibles and Self-Insured Retentions; Deductibles and Self-Insured Retentions Defined: All deductibles and self-insured retentions are the responsibility of the Contractor. Any deductible/Self-Insured Retention must be clearly documented on the Certificates of Insurance and approved by the City. City reserves the right to disapprove any or all of them but shall not unreasonably do so.

v. Insurance Carrier Financial Stability Requirements:

Insurance must be provided by companies authorized to do business in the State of Florida. City reserves the right but not the obligation to reject any insurer providing coverage due to poor or deteriorating financial condition.

The Company must be rated no less than “A-” as to management, and no less than “Class VII” as to financial strength, by the latest edition of Best Insurance Guide published by A.M. best Company, or its equivalent. All policies or certificates of insurance are subject to review and verification by Risk Management. If a company is downgraded during the agreement term, Vendor shall notify the City.

- vi. Minimum Requirements:** *Except as provided in Section 9.2, the insurance requirements specified in this Agreement are minimum requirements and in no way reduce any liability the CONTRACTOR has assumed in the indemnification/hold harmless section(s) of this Agreement.*
- vii.** Subject to the provisions of Section 92, CONTRACTOR shall name the CITY, as an additional insured on each of the General Liability policies required herein and shall hold the CITY, its elected and appointed officers, agents, employees, and instrumentalities harmless on account of claims for damages to persons, property or premises arising out of the services provided hereunder, through the applicable warranty period for such services under this Agreement, but not thereafter.
- h) Certificates of Insurance (COI):** Valid Certificates verifying coverage is in force as required above must be on file with the City at all times during contract. If the policies renew during the term of the Contract, updated Certificates verifying coverage is in force shall be submitted to the City within 10 days of expiration. Contractor and/or any Subcontractor shall not perform or continue to work pursuant to this agreement, unless all coverages remain in full force and effect; work delay is subject to provisions in this agreement. If vendor fails to provide proof of insurance within 7 days of City’s receipt of notice at any time during this agreement, the City shall have the right to consider the agreement breached, and therefore terminated.

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

**Notices/ Certificate Holder:**

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

City of Dania Beach CRA (If Applicable)
100 W. Dania Beach Blvd.
Dania Beach, FL 33004

Email: Mitzie Spear, PHR

MSpear@daniabeachfl.gov

The City of Dania Beach, Florida reserves the right to review/revise, reject or accept any required policies of insurance, including limits, coverages or endorsements, herein at the time of the insurance submission.

**ARTICLE 10 - NON-DISCRIMINATION & EQUAL OPPORTUNITY
EMPLOYMENT**

During the performance of the Agreement, the CONTRACTOR shall not discriminate against any person in its operations, activities or delivery of services. The CONTRACTOR shall affirmatively comply with all applicable provisions of federal, state and local equal opportunity employment laws and shall not engage in or commit any discriminatory practices against any person based on race, age, religion, color, gender, pregnancy, sexual orientation, gender identity and expression, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

ARTICLE 11 - INDEPENDENT CONTRACTOR

This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the CONTRACTOR is an independent contractor under this Agreement and not the CITY's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. The CONTRACTOR shall retain sole and absolute discretion in the judgment of the manner and means of carrying out CONTRACTOR's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of CONTRACTOR, which policies of CONTRACTOR shall not conflict with CITY, State, Federal 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 12 – TERMINATION

12.1 Termination for Convenience. This Agreement may be terminated by CITY for convenience, upon providing thirty (30) business days written notice to the CONTRACTOR for such termination in which event CONTRACTOR shall be paid its compensation for services performed to termination date, including services reasonably related to termination, and for any materials, equipment and supplies that CONTRACTOR has already purchased or contracted with respect to the work and services to be provided under this Agreement, which CONTRACTOR cannot cancel or promptly use elsewhere. Except on account of a force majeure or Uncontrollable Forces (as defined in Section 13.1, in the event that CONTRACTOR abandons this Agreement or causes it to be terminated, CONTRACTOR shall indemnify CITY against loss pertaining to this termination. However, notwithstanding anything else herein contained, under no circumstances shall CONTRACTOR be liable or responsible for any punitive, exemplary or consequential damages under this Agreement for any reason or situation.

12.2 TERMINATION BY THE CITY FOR CAUSE. The City may terminate the Agreement if CONTRACTOR:

- a. persistently or repeatedly refuses or fails to supply enough properly skilled workers, proper equipment, materials, or fails to adhere to the schedule established as adjusted from time to time pursuant to the terms of the Agreement;
- b. fails to comply with laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction, including the City (though City shall not pass any law, ordinance, rule or regulation, the impact of which will negatively and disproportionately (as compared to other contractors) impact Contractor's work and/or services under this Agreement;
- c. commits any act or omission that evidences a lack of integrity or honesty or which reflects negatively on the City, including but not limited to the company of its owners, officers and agents being charged with any act of moral turpitude or any environmental violation;
- d. fails to obtain or maintain all insurance Coverage required in this Agreement; or
- e. otherwise is guilty of substantial breach of a provision of the Agreement.

12.2.1 If, after Notice of Termination or Suspension of CONTRACTOR's right to proceed, it is determined for any reason that CONTRACTOR was not in default, the rights and obligations of the City and CONTRACTOR shall be the same as if the Notice of Termination had not been issued, pursuant to the Termination for Convenience clause as set forth below.



12.2.2 Default by CONTRACTOR. In addition to all other remedies available to CITY, this Agreement shall be subject to cancellation by CITY for cause, should CONTRACTOR neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of five (5) days after receipt by CONTRACTOR of written notice of such neglect or failure.

12.2.3 If the CONTRACTOR fails to provide the Services or shall in any other manner commit a breach of the contract and fails to remedy the same within five (5) calendar days after written notice from the City, the City may terminate the Agreement without any further notice to the CONTRACTOR. City representatives will review the Services periodically to assure that the requirements of the contract are being met. If any portion of the Services are unsatisfactory, the CONTRACTOR shall be contacted, and the discrepancies corrected at no additional cost to the City.

12.2.4 If, through any cause, the CONTRACTOR shall fail to fulfill in a timely and proper manner its obligations under the contract, or if the CONTRACTOR shall violate any of the provisions of the contract, the City may upon written notice to the CONTRACTOR, terminate the right of the CONTRACTOR to proceed under the contract, or as to such part or parts of the contract for which there has been a default, and may hold the 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 contract shall, at the option of the City become the City's property and the CONTRACTOR shall be entitled to receive equitable compensation for any Services completed. 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 contract by the CONTRACTOR.

12.2.5 This Agreement may be terminated by the CITY at any time before issuance of a Notice to Proceed. If this Agreement is cancelled in such manner, the CONTRACTOR shall not be entitled to compensation under this Agreement.

12.3.TERMINATION BY CONTRACTOR

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

- a. issuance of an order of a court or other public authority having jurisdiction, or
- b. an act of government, such as a declaration of national emergency, making material unavailable or services unable to be rendered.

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

ARTICLE 13 - UNCONTROLLABLE FORCES



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

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

ARTICLE 14 - AGREEMENT SUBJECT TO FUNDING

This Agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of DANIA BEACH in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding. The City shall notify Contractor immediately in advance if funding to fulfill City's obligations under this Agreement are not in the annual budget for an upcoming fiscal year or if at any time the necessary expenditures have not been appropriated.

ARTICLE 15 - GOVERNING LAW AND VENUE

15.1 All claims, counterclaims, disputes and other matters in question between the 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.

15.2 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. **THE PARTIES EXPRESSLY WAIVE ALL RIGHTS TO TRIAL BY JURY FOR ANY DISPUTES ARISING FROM, OR IN ANY WAY CONNECTED WITH THE CONTRACT. THE PARTIES UNDERSTAND AND AGREE THAT THIS WAIVER IS A MATERIAL CONTRACT TERM.** 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, each party shall bear its own attorney fees and costs. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida as now and hereafter in force. Agreement

15.3 Operations during Dispute. In the event that a dispute, if any, arises between the City and 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, provided the City is not in default or breach hereunder.

ARTICLE 16 - SIGNATORY AUTHORITY

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

ARTICLE 17 - MERGER; AMENDMENT

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

ARTICLE 18 - DEFAULT OF AGREEMENT & REMEDIES

18.1 Correction of Work. If, in the judgment of CITY, work provided by CONTRACTOR does not conform to the requirements of this Agreement, or if the work exhibits poor workmanship, CITY reserves the right to require that CONTRACTOR correct all deficiencies in the work during the applicable warranty period under this Agreement for such work (but not thereafter), to bring the work into conformance without additional cost to CITY, and replace any personnel who fail to perform in accordance with the requirements of this Agreement.

18.2 Default of Agreement. The occurrence of any one or more of the following events shall constitute a default and breach of this Agreement by CONTRACTOR:

- 18.2.1 The abandonment of the project that is the subject of this Agreement by CONTRACTOR for a period of more than five (5) business days, except for a force majeure event or Uncontrollable Forces.
- 18.2.2 The abandonment, unnecessary delay, refusal of, or failure to comply with any of the terms of this Agreement or neglect, or refusal to comply with the instructions of the CITY's PROJECT MANAGER relative thereto.
- 18.2.3 The failure by CONTRACTOR to observe or perform any of the terms, covenants, or conditions of this Agreement to be observed or performed by CONTRACTOR, where such failure shall continue for a period of five (5) days after written notice thereof by CITY to CONTRACTOR; provided, however, that if the nature of CONTRACTOR's default is such that more than five (5) days are reasonably required for its cure, then CONTRACTOR shall not be



deemed to be in default if CONTRACTOR commences such cure within said five (5) day period and thereafter diligently prosecutes such cure to completion.

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

18.2.5 The making by CONTRACTOR of any general assignment or general arrangement for the benefit of creditors, or the filing by or against CONTRACTOR of a petition to have CONTRACTOR adjudged a bankruptcy, or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against CONTRACTOR, the same is dismissed within sixty (60) days); or the appointment of a trustee or a receiver to take possession of substantially all of CONTRACTOR's assets, or for CONTRACTOR's interest in this Agreement, where possession is not restored to CONTRACTOR within thirty (30) days; for attachment, execution or other judicial seizure of substantially all of CONTRACTOR's assets, or for CONTRACTOR's interest in this Agreement, where such seizure is not discharged within thirty (30) days.

18.3 Remedies in Default. In case of default by CONTRACTOR, CITY shall notify CONTRACTOR, in writing, of such abandonment, delay, refusal, failure, neglect, or default and direct CONTRACTOR to comply with all provisions of this Agreement. If the abandonment, delay, refusal, failure, neglect or default is not cured within five (5) days of when notice was sent by CITY, CITY may declare a default of the Agreement and notify CONTRACTOR of such declaration of default and terminate the Agreement

18.3.1 Upon such declaration of default, all payments remaining due CONTRACTOR at the time of default, less all sums due CITY for damages suffered, or expenses incurred by reason of default, shall be due and payable to Surety. Thereafter the Surety shall receive monthly payments equal to those that would have been paid by the CONTRACTOR had the CONTRACTOR continued to perform the services under the Agreement.

18.3.2 CITY may complete the Agreement, or any part thereof, either by day labor or re-letting an Agreement for the same, and procure the equipment and the facilities necessary for the completion of the Agreement, and charge the cost of same to CONTRACTOR with the cost's incident thereto to such default.

18.3.3 In the event CITY completes the Agreement at a lesser cost than would have been payable to CONTRACTOR under this Agreement, if the same had been fulfilled by CONTRACTOR, CITY shall retain such differences. Should such cost to CITY be greater, CONTRACTOR shall pay the amount of such excess to the CITY.

18.3.4 Notwithstanding the other provisions in this Section, CITY reserves the right to terminate the Agreement at any time, whenever the service provided by CONTRACTOR fails to meet reasonable standards of the trade after CITY gives written notice to the CONTRACTOR of the deficiencies as set



forth in the written notice within fourteen calendar (14) days of the receipt by CONTRACTOR of such notice from CITY.

- 18.3.5 In case of default by CITY, CONTRACTOR shall notify CITY, in writing, of such abandonment, delay, refusal, failure, neglect, or default (including on account of a delay or failure to make a payment hereunder), and direct CITY to comply with all provisions of this Agreement. If the abandonment, delay, refusal, failure, neglect or default is not cured within five (5) days of when notice was sent by CONTRACTOR, CONTRACTOR may declare a default of the Agreement and notify CITY of such declaration of default and may terminate the Agreement. Upon such termination, CONTRACTOR shall have all rights and remedies available to it under law or equity.

ARTICLE 19 - BANKRUPTCY

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

ARTICLE 20 - DISPUTE RESOLUTION

In the event that a dispute, if any, arises between CITY and CONTRACTOR relating to this Agreement, performance or compensation hereunder, CONTRACTOR shall continue to render service in full compliance with all terms and conditions of this Agreement, provided CITY is not in breach or default under this Agreement. CONTRACTOR and CITY both expressly agree that in the event of such a dispute, if any, they will negotiate on the matter or matters in dispute and, upon failure of said negotiations to resolve the dispute, may present the matter to a court of competent jurisdiction in an appropriate suit therefore instituted.

ARTICLE 21 - PUBLIC RECORDS

21.1 The City of DANIA BEACH is a public agency subject to Chapter 119, Florida Statutes. The CONTRACTOR shall comply with Florida's Public Records Laws. Specifically, the CONTRACTOR shall:

- 21.1.1 Keep and maintain public records required by the CITY to perform the service;
- 21.1.2 Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- 21.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and, following completion of the Agreement, CONTRACTOR shall destroy all copies of such confidential and exempt records remaining in its possession after the CONTRACTOR transfers the records in its possession to the CITY; and



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

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Custodian of Records:	Elora Riera, CMC CITY CLERK
Mailing Address:	100 W. Dania Beach Boulevard Dania Beach, Florida 33004
Telephone number:	954-924-9800, Ext. 3623
Email:	ereira@daniabeachfl.gov

ARTICLE 22 – FEDERAL REQUIREMENTS

Notwithstanding anything to the contrary set forth herein, CONTRACTOR shall comply with the applicable federal required standard provisions, as set forth in 2 C.F.R. Sec. 200.326 and 2 C.F.R. Part 200. In the event of any conflicts, the provisions of 2 C.F.R. Sec. 200.326 and 2 C.F.R. Part 200 shall prevail. Any reference made to CONTRACTOR in this section shall also apply to any subcontractor under the terms of this Agreement. The prime contractor shall be responsible for the compliance by any subcontractor or lower-tier subcontractor with all of these Agreement clauses:

22.1 Equal Employment Opportunity. During the performance of this Agreement, CONTRACTOR agrees as follows:

22.1.1 Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer,



recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

- 22.1.2 CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 22.1.3 CONTRACTOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with Contractor's legal duty to furnish information.
- 22.1.4 CONTRACTOR will send to each labor union or representative of workers with which it has a collective bargaining agreement or other Agreement or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of Contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 22.1.5 CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 22.1.6 CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.



- 22.1.7 In the event of CONTRACTOR's non-compliance with the nondiscrimination clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be canceled, terminated or suspended in whole or in part and Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 22.1.8 CONTRACTOR will include the provisions of paragraphs (22.1.1 through (22.1.7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided*, however, that in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, Contractor may request the United States to enter into such litigation to protect the interests of the United States.

22.2 Davis-Bacon Act – CONTRACTOR shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor Regulations (29 CFR Part 5). In accordance with the statute, CONTRACTOR must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, CONTRACTOR must be required to pay wages not less than once a week.

22.3 Copeland “Anti-Kickback” Act. CONTRACTOR shall comply with the Copeland “Anti-Kickback” Act, (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). CONTRACTOR must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. City must report all suspected or reported violations to the Federal awarding agency.

22.4 Agreement Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, pursuant to 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5) CONTRACTOR must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in



the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.

22.4.1 **Overtime requirements.** No CONTRACTOR or subcontractor contracting for any part of the Agreement work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

22.4.2 **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in this section, paragraph (i), the CONTRACTOR and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under Agreement for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (i) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (i) of this section.

22.4.3 **Withholding for unpaid wages and liquidated damages.** City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by CONTRACTOR or subcontractor under any such Agreement or any other Federal Agreement with the same prime contractor, or any other federally-assisted Agreement subject to the Agreement Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (ii) of this section.

22.4.4 **Subcontracts.** CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (22.4.1) through (24.4.4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime CONTRACTOR shall be responsible for compliance by any



subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (22.4.4) through (22.4.4) of this section.

22.5 CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401- 7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251- 1387). City will report violations to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

22.5.1 Clean Air Act. CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. CONTRACTOR agrees to report each violation to City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

22.5.2 Federal Water Pollution Control Act. CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. CONTRACTOR agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

22.6 Suspension and Debarment. This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000, as such CONTRACTOR is required to verify that none of the CONTRACTOR's agents, principals (defined at 2 C.F.R. § 180.995), or affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by City. If it is later determined that CONTRACTOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to State and City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Agreement that may arise from this offer. The bidder or proposer further agrees to include a provision requiring



such compliance in its lower tier covered transactions.

22.7 Byrd Anti-Lobbying Amendment, as amended (31 U.S.C. § 1352).

CONTRACTOR shall file the required certification pursuant to 31 U.S.C. 1352. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal Agreement, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

22.8 Compliance with State Energy Policy and Conservation Act.

CONTRACTOR shall comply with all mandatory standards and policies relating to energy efficiency contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

22.9 Procurement of Recovered Materials. The City and CONTRACTOR must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

22.10 Reporting. Pursuant to 44 CFR 13.36(i)(7), CONTRACTOR shall comply with federal requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41, if applicable. Furthermore, both parties shall provide the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representative access to any books, documents, papers, and records of CONTRACTOR which are directly pertinent to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. Also, both Parties agree to provide FEMA Administrator or his authorized representative access to construction or other work sites pertaining to the work being completed under the Agreement.

22.11 Obligation by the Federal Government. Absent the express written consent by the Federal Government, the Federal Government is not a party to the Agreement and shall not be subject to any obligations or liabilities to the City, CONTRACTOR, or any other party (whether or not a party to that Agreement) pertaining to any matter resulting from the underlying Agreement.

22.12 CONTRACTOR agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance. It is further agreed that the



clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

22.13 Compliance with Federal Law, Regulations, and Executive Orders.

This is an acknowledgement that federal financial assistance will be used to fund the Agreement only. CONTRACTOR will comply with all applicable federal law, regulations, executive orders, policies, procedures, and directives.

22.14 Fraudulent Statements. CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 applies to CONTRACTOR's actions pertaining to this Agreement.

22.15 Rights to Inventions. CONTRACTOR agrees that if this Agreement results in any copyrightable materials or inventions, the Federal Government reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use the copyright of said materials or inventions for Federal Government purposes.

22.16 DHS Seal, Logo, and Flags. CONTRACTOR shall not use DHS(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific federal pre-approval.

22.17 Prohibition on Contracting for Covered Telecommunications Equipment or Services. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause.

22.17.1 Prohibitions. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons. Unless an exception described below applies, the CONTRACTOR and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

22.17.2 Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

22.17.3 Enter into, extend, or renew an Agreement to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

22.17.4 Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or



22.17.5 Provide, as part of its performance of this Agreement, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

22.18 Exceptions.

22.18.1 This clause does not prohibit CONTRACTOR from providing: (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

22.18.1.1 By necessary implication and regulation, the prohibitions also do not apply to: (i) Covered telecommunications equipment or services that: a. Are not used as a substantial or essential component of any system; and b. Are not used as critical technology of any system. (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

22.19 Reporting Requirement. In the event CONTRACTOR identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during Agreement performance, or the CONTRACTOR is notified of such by a subcontractor at any tier or by any other source, the CONTRACTOR shall report the following information to City: (i) Within one business day from the date of such identification or notification: The Agreement number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended. (ii) Within ten (10) business days of submitting the information to City CONTRACTOR shall report: Any further available information about mitigation actions undertaken or recommended. In addition, the CONTRACTOR shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services. The CONTRACTOR shall insert the substance of this clause, including this in all subcontracts and other contractual instruments.

22.20 Domestic Preference for Procurements. As appropriate, and to the extent consistent with law, the CONTRACTOR should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured



products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

22.21 Affirmative Socioeconomic Steps. If subcontracts are to be let, CONTRACTOR is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses.

22.22 License and Delivery of Works Subject to Copyright and Data Rights. If applicable, the CONTRACTOR grants to City, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this Agreement to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the Agreement but not first produced in the performance of this Agreement, CONTRACTOR will identify such data and grant to the City or acquires on its behalf a license of the same scope as for data first produced in the performance of this Agreement. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this Agreement, CONTRACTOR will deliver to the CONTRACTOR data first produced in the performance of this Agreement and data required by the Agreement but not first produced in the performance of this Agreement in formats acceptable by CONTRACTOR. The CONTRACTOR warrants that there has been no violation of copyrights or patent rights in manufacturing, producing or selling the goods shipped or ordered, if any, as a result of this agreement and services provided. The CONTRACTOR agrees to hold the City harmless from all liability, loss or expense occasioned by any such violation.

ARTICLE 23 - MISCELLANEOUS

23.1 Ownership of Documents: Reports, surveys, 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.

23.2 Legal Representation: It is acknowledged that each party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement, and accordingly, the rule that a Agreement shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both Parties.

23.3 Records: CONTRACTOR shall keep such records and accounts and require any and all subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which CONTRACTOR expects to be reimbursed. Such books and records



will be available at all reasonable times for examination and audit by CITY and shall be kept for a period of ten (10) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by CITY of any fees or expenses based upon such entries.

23.4 Assignments; Amendments: This Agreement, and any interests herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONTRACTOR without the prior written consent of CITY. For purposes of this Agreement, any change of ownership of CONTRACTOR shall constitute an assignment which requires CITY approval. However, this Agreement shall run to the benefit of CITY and its successors and assigns.

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

23.6 Notice: Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, CONTRACTOR and CITY designate the following as the respective places for giving of notice:

CITY: Ana M. Garcia, City Manager
City of DANIA BEACH
100 W. Dania Beach Blvd.
DANIA BEACH, FL 33004
Telephone No.: (954) 924-6800, x3610
Email: agarcia@daniabeachfl.gov

COPY TO: Eve Boutsis, City Attorney
100 W Dania Beach Blvd.
Dania Beach FL, 33004
Telephone No. (954) 924-6800 x3631
Email: Eboutsis@daniabeachfl.gov

CONTRACTOR: Utility Solutions & Automation of Florida, LLC
1205 Tech Boulevard, Suite 106,
Tampa, Florida 33619
FIN/EIN:



Contact:
Telephone No.
Email:

- 23.7 Binding Authority:** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.
- 23.8 Headings:** Headings herein are for the convenience of reference only and shall not be considered in any interpretation of this Agreement.
- 23.9 Exhibits:** Each exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits, if not physically attached, should be treated as part of this Agreement and are incorporated herein by reference in order of priority as described in 23.12
- 23.10 Severability:** If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.
- 23.11 Extent of Agreement:** This Agreement represents the entire and integrated Agreement between CITY and CONTRACTOR and supersedes all prior negotiations, representations or Contracts, either written or oral.
- 23.12 Agreement Documents:** The term "Agreement Documents" means and includes the following, which are hereby incorporated by reference and made a binding part of this Agreement:
1. The Agreement (Articles 1 – 23)
 2. Exhibits A – K
 3. Contents of any attached file submitted as supporting documentation.
 4. Guaranteed Read Program and Beacon MSA Service Agreements
 5. In the event of inconsistency or ambiguity among any of the Agreement Documents, the documents shall control the others in the above order of priority
- 23.13 Waiver:** Failure of CITY to insist upon strict performance of any provision or condition of this Agreement, or to execute any right there in contained, shall not be construed as a waiver or relinquishment for the future of any such provision, condition, or right, but the same shall remain in full force and effect.
- 23.14 Attorneys' Fees:** In the event that either party brings suit for enforcement of this Agreement, each party shall bear its own attorney's fees and court costs, except as otherwise provided under the indemnification provisions set forth herein above.



- 23.15 Protection of City Property:** At all times during the performance of this Agreement, CONTRACTOR shall protect CITY's Property from all damage whatsoever on account of the work being carried on under this Agreement.
- 23.16 Counterparts and Execution:** This Agreement may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same Agreement. Execution and delivery of this Agreement by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other party through facsimile transmission, email, or other electronic delivery.
- 23.17 Compliance with Statutes:** It shall be the CONTRACTOR's responsibility to be aware of and comply with all statutes, ordinances, rules, orders, regulations and requirements of all local, CITY, state, and federal agencies as applicable.
- 23.18 Scrutinized Companies:** By execution of this Agreement, CONTRACTOR, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Terrorism Sector list, or is engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a Agreement with any agency or local governmental entity for goods or services of:
- 23.18.1** Any amount of, at the time bidding on, submitting a proposal for, or entering into or renewing such Agreement, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or
- 23.18.2** One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such Agreement, the company:
- 21.18.2.1** Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sector list, created pursuant to Section 215.473, Florida Statutes; or
- 21.18.2.2** Is engaged in business operations in Syria.
- 23.19 E-Verify:** CONTRACTOR certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.
- 23.19.1 Definitions for this Section:**
- 23.19.1.1** "Contractor" means a person or entity that has entered or is attempting to enter into a Agreement with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a vendor or Contractor.



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

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

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

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

23.19.2.2 All persons (including sub-vendors/ subconsultants/ subcontractors) assigned by Contractor to perform work pursuant to the Agreement 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 Agreement is a condition of the Agreement with the City of Dania Beach; and

23.19.2.3 The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, Agreement with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the Agreement. Failure to comply will lead to termination of this Agreement, 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 Agreement under this Section is not a breach of Agreement and may not be considered as such. If this Agreement is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public Agreement for a period of one (1) year after the date of termination.

SIGNATURE PAGE FOLLOWS



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

ATTEST:

CITY OF DANIA BEACH:

ELORA RIERA, MMC
CITY CLERK

ANA M. GARCIA, ICMA-CM
CITY MANAGER

DATE

DATE

JOYCE L. DAVIS, MAYOR

DATE

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

EVE A. BOUTSIS, CITY ATTORNEY

DATE



ATTEST

CONTRACTOR:

COMPANY NAME

SIGNATURE

SIGNATURE OF PRESIDENT

NAME

NAME OF PRESIDENT

DATE

DATE

(CORPORATE SEAL)

**CORPORATE ACKNOWLEDGEMENT**

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____, by _____ on behalf of _____, a _____. He/she is personally known to me or has produced _____ as identification.

NOTARY PUBLIC_____
(Name of Notary Typed, Printed or Stamped)_____
Title or Rank_____
Serial number, if any



Exhibit A: City's Request for Proposal (RFP)

The City Request for Proposals ("RFP") No. 24-014 for Advanced Metering Infrastructure (AMI) Integration dated June 18, 2024 is included below.



Exhibit B: Statement of Work

This Statement of Work (“SOW”) is all work to be completed by CONTRACTOR (and its subcontractors) as set forth in this Agreement for the successful implementation of a Badger Beacon AMI system.

This SOW applies to the project encompassing the installation, setup, and deployment of the AMI System.

By their authorized signature below, both Parties agree to this SOW and its content.

Project Organization

a) CITY Responsibilities

Prior to the start of the project, the CITY will designate a person (CITY’s Project Manager) to whom all communications from CONTRACTOR will be addressed, and who will have the responsibility to act on CITY’s behalf in all matters regarding this SOW.

CITY’s Project Manager will:

- Serve as the interface between CONTRACTOR’ project team and all of CITY’s departments and other CITY contractors participating in the AMI project;
- Attend status meetings;
- Obtain and provide applicable information, data, consents, decisions and approvals as required by CONTRACTOR to complete their responsibilities, within a reasonable time frame;
- Help resolve project issues, and escalate issues within CITY’s organization, as necessary;
- Work with CONTRACTOR sales to complete meter and configuration forms in timely manner to facilitate the hardware ordering process; and
- Support the project change order procedure in a timely manner.
- In addition, CITY will provide access to the following personnel as needed during the project:
 - Field Point(s) of Contact: Generally, a foreman or superintendent who can answer or approve general day-to-day inquiries that may arise as work progresses.
 - Finance / Billing Manager: Generally, the person who oversees monthly utility billing efforts and serves as a contact to Tyler for the billing software. This person should be



available to answer integration questions and verify read data. The CONTRACTOR Project Manager will coordinate with this person prior to mass deployment to implement the cut-over plan and ensure that billing operations are not adversely impacted.

- IT Staff: Involvement may be required depending on backhaul configuration and end user's computer configuration (browser). Involvement and participation in integration efforts is recommended and may be required in some cases.

b) CONTRACTOR Responsibilities

Prior to the start of the project, CONTRACTOR will designate a person ("CONTRACTOR Project Manager") to whom all communications from CITY will be addressed, and who will have the authority to act on CONTRACTOR's behalf in all matters regarding this SOW. The CONTRACTOR Project Manager shall be a person who is employed full-time by CONTRACTOR as a project manager. This role shall not be outsourced.

CONTRACTOR Project Manager will:

- Serve as the interface between CONTRACTOR' project team (including their subcontractors) and CITY's Project Manager;
- Review the SOW, and any associated documents, with CITY's Project Manager;
- Facilitate the project kickoff and planning meeting;
- Establish and maintain communications through CITY's Project Manager, as defined in the section entitled "Project Procedures" below;
- Review and administer the Project Change Order Procedure with CITY's Project Manager, as defined in the section "Project Procedures" below;
- Coordinate and manage the project activities of CONTRACTOR' assigned personnel;
- Create and maintain the project schedule ensuring weekly progress updates are reflected throughout the project implementation period.
- Maintain an action items list on an ongoing basis throughout the duration of the project and insure timely completion of action items;
- Maintain a central repository for project documents and provide appropriate access to this repository for all project stakeholders.
- Provide status reports and facilitate status meetings as agreed.



c) Travel

CONTRACTOR work is performed both on-site and remotely as necessary. CONTRACTOR personnel will be on-site for the project planning/kickoff meeting, for system training, as needed to support the Functional Verification, and as mutually agreed to with CITY.

d) Project Deployment

CONTRACTOR will provide active management of the project by a CONTRACTOR Project Manager. The Project Manager and project team are required to be highly skilled and involved in day-to-day coordinating efforts for task completion and approved in advance by CITY.

e) Subcontractors

CONTRACTOR is responsible for the work of all subcontractors that it employs. CONTRACTOR will use the following subcontractors:

- Pedal Valve, Inc. – water meter installation.

The foregoing subcontractors are hereby approved by CITY. Any other subcontractors must be approved in writing in advance by CITY. All meter installation subcontractors shall use a single Work Order Management System (WOMS) for capturing and transferring water meter exchange data to CITY's billing system. A Call Center shall be established and utilized during the installation.

2) Project Procedures

Project procedures describe communications, interface requirements, and means to control the activities between CITY and the CONTRACTOR project team. CONTRACTOR will use best practices for project deployment which will be agreed upon by CITY prior to deployment.

a) Project Review Meetings

CITY and CONTRACTOR are required to participate in project review meetings that cover:

- status and schedule reviews,
- coordination of CITY's and CONTRACTOR' scope activities,
- exchange of technical information, and
- design reviews of future work to be performed by the project team.

These meetings will include CITY and CONTRACTOR personnel as required to address the key issues. To the extent possible, meetings will be conducted via conference calls or video conferencing. The CONTRACTOR and CITY project managers will mutually agree upon the frequency of these project meetings. The CONTRACTOR and CITY project managers will also mutually agree to the timing, frequency, and location of any face-to-face meetings.



b) Transmittal Reviews

CITY and CONTRACTOR each will review and respond promptly to all questions and correspondence to each other and when practicable within five (5) business days of submittal.

c) Demobilization

Following successful completion of meter installations and acceptance, any leftover material purchased by CITY will be returned to CITY for shelf stock. Any rented storage or restroom facilities will be returned. Any CITY facilities utilized by installation staff will be left in a tidy presentable state.

3) Project Schedule

The following schedule shall be accomplished by CONTRACTOR within the time frame set forth and detailed in **Exhibit D: Initial Project Schedule**

4) Guaranteed Meter Read

CONTRACTOR shall provide 3 months of the Guaranteed Meter Read program at no cost with the effective service period commencing after final system acceptance under the provisions stated in the GRP Services Contract included in **Exhibit K: Accompanying Documentation**



Exhibit C: Deliverables

1. All materials purchased by the CITY are shipped to the CITY and stored as agreed upon by the Parties. The CITY reserves the right to sample test any lot shipment received. Notwithstanding the foregoing, risk of loss and title to the equipment shall pass to the CITY upon delivery, excluding the meters and endpoints delivered for Project which will pass to the CITY upon successful installation and registration in the head-end application.

2. Customer Engagement
 - a) “AMI Day”

Should the CITY elect to host an “AMI Day” community event, USA/Badger will attend and staff a booth displaying product at the event with Dania Beach residents.

- b) City Commission Meeting

CONTRACTOR will participate in CITY Commission meetings, as requested by CITY.

- c) Customer Communication Materials

CONTRACTOR will print advance notification customer communication materials, such as postcards and door hangers. The content of these mailers will be developed in conjunction with the CITY. CONTRACTOR will manage the timing and mailing of these materials to provide at least 14-day notice to customers prior to installation. CONTRACTOR will provide recommendations for any additional marketing material based on their experiences.

3. Water Meters & Water Communication Modules

CITY shall purchase the meter quantities at the prices specified in “Exhibit E: Pricing and Payment Schedule” of this Agreement. CONTRACTOR will deliver Badger E-series Ultrasonic meters, Badger E-Series Ultrasonic Plus meters with Integrated Valve, Badger Recordall Turbo Series meters, Badger Recordall Compound Series meters, equipped with Badger ORION modules as well as ORION modules for the retrofit of identified larger Customer Omni and Zenner meters, according to a mutually agreed schedule.

When a meter shipment leaves the factory, USA/Badger will be responsible for ensuring that two manufacturing files are sent to the CITY – one for inventory processing purposes and a second for importing into the BEACON head end software. USA/Badger will work with the City to ensure the manufacturing file fields contain the necessary information to allow for inventory management.

Badger ORION communication modules have a pro-rated 20-year warranty including the battery. Warranty details are covered in Exhibit J: Warranty and RMA Process ORION modules will be configured to record 15 minute interval data which is transmitted to the head end utilizing a customized call-in schedule while maintaining the 20-year warranty.



ORION modules will also provide mobile back-up read capability and this capability shall be tested as part of the delivered solution.

CONTRACTOR will also work with the CITY to retrofit select Sensus OMNI large water meters (2 inches and above) ensuring successful billing reads and interval data are retrieved from the meter as well as applicable alarms (where possible).

4. Communication Network

CONTRACTOR shall utilize a local Cellular provider network to provide reliable two-way communications to 100% of all Available Meters and proposed non-metering devices located within the CITY's service territory. CONTRACTOR has performed a Cellular Coverage Analysis (CCA) to confirm adequate cellular coverage. Costs associated with these meter communications are included in the annual SaaS support provided by CONTRACTOR. Meter growth of up to 2 % per year is also included.

All network communications shall be encrypted and occur over private network, using MultiProtocol Label Switching or MPLS-based VPN services.

5. Head-end applications

CONTRACTOR shall provide the BEACON AMA software suite (cloud-based Software as a Service (SaaS) hosted by Amazon Web Services (AWS)) accessed securely through a standard internet browser. BEACON AMA shall support customizable dashboards and alert conditions and shall integrate into CITY's existing systems using either flat file transfers (CSV) or web service API commands.

CONTRACTOR shall provide the EyeOnWater customer engagement web portal and smartphone apps supporting iOS or Android devices. EyeOnWater shall support a single sign-on from the CITY's existing Tyler Customer Portal and vice versa such that logging on to either portal allows a single click to go to and be logged onto the other.

CONTRACTOR shall validate on-demand commands operate as designed ensuring:

- a. On Demand Reads are configurable to report in on a call-in schedule determined by CITY to coincide with high demand periods during office hours and be no older than three hours.
- b. Disconnect operations can be batched (with no-limit) and are processed in line with the module's call-in schedule.
- c. Reconnect operations are processed in an accelerated call-in schedule (every two hours within the first five minutes of every odd hour for the following five days).

CONTRACTOR shall work with CITY on the potential incorporation of Badger's non-metering devices including ATi, s::scan, Syrinix, and Telog products. The CITY is particularly interested in pressure monitoring and acoustic leak detection. To the extent that any of these



solutions are not fully integrated into the BEACON software suite, CONTRACTOR will keep the CITY advised as to their integration status as well as work with the CITY to incorporate these and any other future non-metering devices as part of an integrated solution (when available). All such devices, where feasible, shall be able to be tested utilizing the system test fixture.

6. Software as a Service (SaaS)

CONTRACTOR shall provide CITY with Software as a Service (SaaS) to host the BEACON AMA software suite and any other current or future head-end applications as described in Exhibit H: Software as a Service (SaaS).

7. Handheld Field Tools

CONTRACTOR shall provide CITY with IR and RF troubleshooting field tools including the supporting ORION Endpoint Utility software to allow CITY staff to troubleshoot and obtain manual reads as required. Quantities are as follows: _____

—

8. System Test Fixture

CONTRACTOR shall provide CITY with a system test fixture, which shall be suitable as a platform for in-depth training of CITY personnel and system testing.

This fixture shall be able to be read by the to be deployed network and head-end system and provide a platform to give demonstrations of system capabilities in various venues such as CITY commission meetings or customer engagement “AMI day”. The fixture is not meant to be used for meter accuracy testing but shall support system testing of:

- New firmware releases prior to field installation.
- Billing and other integrations prior to field rollout.
- Testing of new third-party devices offered by CONTRACTOR and their sub-suppliers.

The fixture shall support the following general requirements:

- Fixture shall consist of a portable, wheel mounted, frame with a self-contained water reservoir, pump, valves, piping, etc. capable of generating forward and reverse water flow through the meters under test. Configuration must allow testing of all meter functionality (reverse flow, empty pipe, etc. included in supplier’s proposal) for meters up to 1 inch at least.
- Ability to test multiple meters (3 minimum – 4+ preferred)



- Fixture shall support meter sizes of up to 1 inch. Larger sizes to be supported as can be reasonably designed and would provide added value.
- Ability to test each type of non-metering field device to be deployed as part of the project or was offered as an option .

All meters and devices that can be reasonably tested in the fixture shall be representative of the devices that will be installed in the field, and configured to the CITY's requirements.

This text fixture is a project deliverable and becomes property of the CITY.

9. System Integration Services

CONTRACTOR shall provide software integration services in the areas listed below. The technology provider (Badger) shall be an integral part of the integration effort and shall supply a prime resource to oversee the entire integration effort including statement of work, design, development, Functional System Acceptance Testing (FSAT) and final acceptance.

The following software integrations shall be supported:

- **CIS & Billing:** Software integration shall result in the automatic transfer of all pertinent data between the AMI system and the CITY's existing Tyler New World billing system as approved by the CITY.
- **Work order Management System (WOMS):** CONTRACTOR shall integrate their field installation WOMS with the CITY's Tyler billing system to allow for the automatic transfer of all pertinent meter exchange information in support for the CITY's billing operations.
- **Customer Portal:** Contractor shall provide a software integration between the AMI system and the City's Tyler Customer Portal.
- **Single Sign-On Capability:** Contractor shall provide single sign on capability for City staff who access the BEACON head end system and EyeOnWater customer portal.
- **GIS LAT/LON integration:** CONTRACTOR shall collect GIS LAT/LON data for each meter install and include this data as part of the CIS or WOMS integrations. The integration design shall also support any installations done by the CITY not utilizing the CONTRACTOR's WOMS. The integration shall also support upload of meter LAT/LON data into the CITY's existing ESRI ArcGIS system.

Complete FSAT requirements are defined in Item #12.

10. Training:

CONTRACTOR shall provide training to CITY personnel that includes at least the following topics using their "demonstrate and learn" training process:

- Overview of the AMI product and head-end software



- System operations and troubleshooting which includes interaction between the endpoints and the network, the network and the AMI head end, and interaction between the AMI head-end and other system components such as the EyeOnWater customer portal.
- Identification, management, and resolution of events and alarms
- Usage of the Tyler billing system integration & billing cycles
- Meter Installation
- Meter Trouble Shooting
- Meter configuration
- Handheld usage
- Network components
- Installation and maintenance procedures
- Post-deployment maintenance of key field data such as meter LAT/LON by CITY

There will be no cap on the number of CITY personnel who can attend the training.

Training will be available in two phases:

- Phase 1: Three-day prerequisite training for all users
- Phase 2: Three-day BEACON AMA Software Training conducted three to six months of using the BEACON AMA system. This session or a portion thereof can also be used to new users.

For training at CITY facilities, CITY will provide the following equipment:

- Projector or Similar Display Screen
- Wi-Fi / High Speed Internet
- Adequate seating for projected attendees
- Student computers for practical instruction, if applicable

Refresher training and training for new employees will be available online, on-demand for CITY employees on an ongoing basis as needed.

11. Meter Installation

General Provisions:

CONTRACTOR shall provide meter installation services delivered by Petal Valve, Inc. Use of any other meter installation subcontractor requires approval from the CITY.

CITY will supply a list of medical do not disconnect customers to CONTRACTOR. CONTRACTOR will manage meter installation in accordance with the requirements of the CITY and needs of these customers.

Installation subcontractors shall have all training and documentation needed to be able to execute safe high-quality installations of all devices. All installation technicians shall go through extensive qualification training and testing before entering the field and will be



subject to independent QA/QC checks conducted by the installation subcontractor and/or the CITY.

CONTRACTOR will supply all required field installation tools including handhelds.

CONTRACTOR and CITY will develop a strategy to avoid billing interference during the installation process and manage the transition from current routes to AMI.

CITY will provide CONTRACTOR with all required premise data to successfully perform the meter exchange initially and for data refreshes throughout the installation period on a mutually agreed basis. Specific data fields to be defined and tested as part of system integration acceptance prior to mass field deployment.

All required meter programming specifications will be established jointly by CONTRACTOR and CITY prior to commencing the work.

CONTRACTOR shall collect LAT/LON location data at the point of the physical meter (with accuracy of up to 10 ft of the meter location) with a resolution of 6 digits. CITY will work with CONTRACTOR to determine the preferred method for collection of these location coordinates as part of the project implementation. Collection of suitable LAT/LON coordinates for each meter is considered an integral part of the definition of a successful meter installation for invoicing purposes.

CONTRACTOR shall collect all agreed data and photos as part of the installation process. All such data shall be available for the CITY's inspection via the subcontractor's WOMS and shall be easily searchable within the WOMS system.

At the completion of the installation portion of the project, CONTRACTOR will maintain access to all installation related documentation (pictures, notes, etc.) and their WOMS system for a period of 3 months after the conclusion of the deployment. After that period, CONTRACTOR will provide all documentation (e.g. pictures) appropriately tagged to allow for easy retrieval as required by the CITY. CONTRACTOR will then purge all CITY specific data including photos from its system and handhelds at the end of the installation warranty period. CONTRACTOR shall not purge these data without prior notification of and approval by CITY.

Background Checks and Drug Testing:

CONTRACTOR shall perform a criminal background check, a driver's record check, a citizenship check and a drug test on all installation subcontractor employees, both before employment and randomly during deployment.

WOMS System:

Installers shall be directed by CONTRACTOR using a mobile workforce order management system (WOMS) to manage the meter deployment. CONTRACTOR will facilitate a secure connection between the WOMS and CITY's CIS system to ensure that these systems stay synchronized throughout the deployment process. The WOMS system shall also be used in



supporting field processes such as meter inventory management, QA/QC, customer appointment, complaints, etc.

CONTRACTOR shall use handhelds capable of scanning meter/module bar codes and the WOMS must include processes that ensure that the bar code of the installed meter/module is scanned post-installation such that the data export to CITY billing system is ensured to contain the correct meter to customer correlation. This process must also ensure proper correlation of meter communication module serial number to water meter body serial number.

Meter/Material Receipt Inspection:

The CITY will provide a secure area and two Conex storage trailers (estimated 40ft x 8ft) as well as an office space to be used by CONTRACTOR. The secure area shall allow up to 15 vehicles to stage inventory for daily use and return inventory at the end of the working day. Overnight parking for installer vehicles is not required.

CONTRACTOR will inspect and receive inventory, noting any shortages or damages on a signed Bill of Lading. All necessary equipment to unload and maneuver shipments (e.g. forklift, pallet jack, etc) will be provided by CONTRACTOR. All received inventory will be loaded into WOMS by way of an inventory file or by way of bar-code scanners.

All received material will be stored in the secure storage area provided by CITY with locked access to the contents of the Conex storage trailers. Risk of loss will remain with CONTRACTOR until the Project meters and endpoints are successfully installed and registered in the head-end application, at which time they will then immediately transfer to CITY per an agreed documented process to be defined early in the Agreement period.

Material Issuance to Installers:

CONTRACTOR will pick, stage, and distribute inventory to its staff daily based on the equipment needs associated with work. All distributed inventory will be assigned to the respective staff in WOMS.

Quality Assurance of Field Activities:

CONTRACTOR will provide a Senior Field Operations Manager and a Working Field Supervisor who will physically QA both completed work and Standard Operating Procedures (SOPs) in the field. They will QA SOPs in real time in addition to auditing completed work so that their management team can provide coaching if necessary and identify/correct negative trends as soon as possible. Physical QA checks will be conducted randomly across installers for at least 2% of all installations. In addition, CONTRACTOR will photo QA 100% of all required installation photographs that it captures in the field as part of PVI's in-house QC program in order to validate the meter attributes and installation is completed per PVI's standards before data is transferred to CITY's CIS.

Call Center:



CONTRACTOR will provide a call center during the deployment period, to provide customer service, appointment scheduling, managing and recording customer complaints and customer claims. The call center shall be available 24/7/365. Call transcripts or audio recordings shall be made available to the CITY upon request for inspection of any select or random number of calls throughout the deployment.

The call center will track and notify CITY regarding any customer complaints and issue resolutions. Resolution of all customer complaints will begin within in one hour of the receipt of a customer complaint. The call center will schedule an appointment with the customer to investigate any complaint or claim within three days. All claims will be processed and closed within two weeks (customer willing). All open claims will be reported to CITY weekly during a weekly project status meeting.

Due Diligence Process:

CONTRACTOR will conduct a due diligence process based on three physical attempts (leaving door hangers at each attempt) and three phone attempts (one after hours). The CITY and CONTRACTOR will mutually agree on the proposed sequence of visits and calls as well as duration between events. Modifications to the process will be made to account for customers that do not have valid contact information in the CITY's CIS system. Call attempts for scheduling are independent of any field activity or installer presence and appointments are only strictly affected by billing blackout or the customer's availability to perform the installation. Accounts that have completed all the due diligence steps (3 physical visits, 3 calls) but have not been able to be installed shall be returned to the CITY (RTU) and an applicable fee (as specified in the Pricing worksheet) shall be administered. CONTRACTOR shall provide WOMS documentation for these accounts demonstrating all completed steps.

RMA

CONTRACTOR shall be responsible for RMA of product found to be defective during the relevant product's installation. CITY shall be responsible for RMA of product that fails or has a suspected failure after successful installation and activation for CITY.

CONTRACTOR will follow the RMA procedures outlined in Exhibit J: Warranty and RMA Process and note inventory that has been designated as RMA in WOMS or BEACON head-end system. CONTRACTOR shall train CITY on the use of the RMA process.

Utility Intervention Required (UIR) and Return to Utility (RTU) Process:

CONTRACTOR will notify CITY in real time, and site anomalies will be photo documented in WOMS if the installer is unable to complete work due to any reason requiring Utility intervention. Examples include:

- An unsafe or abnormal operating condition is identified
- A permanent obstruction is present
- Pre-existing leaks



- A customer refuses service
- Evidence of theft or tampering is present
- The installer finds that the work order is found-complete upon arrival
- The installer is temporarily unable to access the meter location.

Once the issue has been referred to CITY, CITY shall use its best efforts to resolve the UIR item. If CITY intervenes and resolves the issue within 10 business days of the issue being referred to CITY, CONTRACTOR will complete the work as planned using the Due Diligence process if required to complete the installation. If CITY does not resolve the issue within 10 business days, CONTRACTOR will return the work to the Utility (RTU) for completion by CITY. The CITY may also, after initial inspection, choose to mark the account as a Return to Utility (RTU) with no further CONTRACTOR action.

Safety and Protective Equipment Requirements:

CONTRACTOR shall only use installers that have completed a mandatory documented safety program. This includes OSHA required training as well as safe driver training.

Major safety issues and all accidents will be reported to CITY immediately along with a follow-up root cause analysis and measures taken to address the issue and prevent reoccurrence. Using forms and processes to be mutually defined between CITY and CONTRACTOR prior to starting any field installation work. Minor safety issues or accidents and/or near misses will be reported weekly during project status meetings. CITY reserves the right to issue a stand down at no cost due to excessive or significant safety violations.

Installers and any other CONTRACTOR field personnel will use the following personal protective equipment, signage, and ID:

- **Dress:** Field personnel will be uniformly dressed in Safety Orange Shirt or High Resolution Safety Vest, Steel Toed Work Boots, Gloves.
- **Vehicle Signage:** Installation personnel shall drive vehicles that are clearly identifiable with specific signage that is reviewed and approved by CITY.
- **ID:** Installers shall carry and display ID badges approved by CITY.

Personnel Behavior:

Every project team member and installation personnel is expected to treat CITY staff and end customers with the upmost respect and care. CITY shall have the right to deny access to CITY property to any team member or installer and request their removal from the project for anyone that does not meet this standard of care or for any other reason deemed detrimental to the project or the CITY's staff/customers.

Scrap Materials:

CONTRACTOR shall process all scrap meters (i.e. storage, disposal, recycling etc.) and CITY-owned scrap materials on a mutually agreeable periodic basis. All disposal permitting and handling (including batteries) shall be the responsibility of CONTRACTOR.



CONTRACTOR shall provide acceptable scrap value of materials with the preferred method for such a credit being offsets towards outstanding invoices

The following per unit salvage credit shall be applied:

Size	Unit Salvage
5/8"	\$1.50
3/4"	\$1.50
1"	\$2.00
1.5"	\$5.00
2"	\$8.00
3"	\$15.00
4"	\$20.00
6"	\$25.00
8"	\$30.00
10"	\$35.00

Water Meter Installation:

CONTRACTOR shall ensure that water AMI meters are readable from the head-end system post-installation before invoicing.

CONTRACTOR shall perform meter retrofits (install ORION Cellular communication module) on a select number of agreed Sensus OMNI and Zenner ZSU large meters (2 inch – 6 inch). Retrofit meters shall be readable from the head-end system post-installation before invoicing.

CONTRACTOR shall obtain before and after photos for all meters. Photos shall include clear views of meter register reading and serial number. All photos will be time stamped and geotagged.

CITY may wish to have CONTRACTOR perform other general water meter installation work, such as pit replacement or pit cleaning. CONTRACTOR shall have a process for accepting work orders for this work, which will be performed at the rates set forth in Exhibit E: Pricing and Payment Schedule.

CONTRACTOR must include opening any isolation valve that was closed for installation (like curb stops and verify flow and meter registration (if possible by opening hose bib or other user controllable flow mechanism)

Non-Metering Network Device Installation:

CONTRACTOR shall have a process to ensure any non-metering network device is communicating with the head-end system post-installation before invoicing. Appropriate installation photos and any supporting documentation shall be collected as mutually agreed prior to deployment.

**Supporting Documentation:**

CONTRACTOR will provide a Visio system diagram of the plan, from head-end system down to field devices. An "as-built" update of this Visio diagram will be provided prior to project closure.

A full complement of operator's manuals, installation instructions, and related materials will be furnished as part of the training.

12. System Acceptance & Performance:Functional System Acceptance Testing (FSAT)

CONTRACTOR will submit an FSAT test plan to allow CITY to verify the functionality defined in the project specification inclusive of integrations to CITY systems as specified. CITY shall have the right to review this plan and require changes before approving it for use.

If any special test equipment is needed to exercise a system function, CONTRACTOR shall loan such devices to CITY for the test duration.

This test will cover, at a minimum, the following items:

- Communication Network
- Residential and commercial water meters
- Non-metering devices
- Daily read schedule, including interval data
- On-request reads and connect/disconnect operations
- Appropriate alarms/event indications (e.g. reverse flow, leak etc.)
- Process of updating the CIS with meter exchange data from the installer WOMS
- Billing
- Customer Portal

The System Test Fixture will be used to facilitate this test supplemented with a very small number of select "friendly" field installs if desired by the CITY. FSAT completion and acceptance must occur and be signed off by the CITY obtained prior to the start of field deployment. Any exceptions or conditional passes must be approved by the CITY.

System Acceptance Test (SAT)

CONTRACTOR will submit a final SAT plan to allow CITY to verify the functionality defined in the project specification inclusive of integrations to CITY systems as specified with the vast majority of field meters deployed.

Final acceptance testing will be conducted when 95% or more of meters and field devices are deployed and shall confirm operational readiness of the system and resolution of any outstanding issues from the initial testing. CITY shall have the right to review this plan and require changes before approving it for use.

Ongoing System Performance



The BEACON AMA head end system will provide a number of monitoring and real time performance screens that can be tracked by CITY to verify the system's performance.

The BEACON AMI system will provide 100% coverage for all of CITY's available meters, with redundancy coverage for all available meters.

Missing reads from Available Meters shall automatically be collected by a retry strategy that ensures that 100% of register and load profile data for any given day are read within 3 days.

On-demand reads from the head-end system shall return the latest read received from the communication module based on a customizable read schedule that will be tailored to render the most current read in line with peak customer service interaction times. CONTRACTOR shall work with CITY billing staff to optimize the read schedule.

Water meter disconnect requests will be processed within 6 hours (depending on the CITY's read schedule) and reconnect requests will be processed within 2 hours utilizing the modules priority read sequence triggered by the closing of the integrated valve.

System Availability

CONTRACTOR guarantees 99% or higher availability (uptime) for the Software as a Service excluding scheduled downtime as described in Exhibit H: Software as a Service (SaaS)

Firmware Upgrades

All firmware upgrades to be fully vetted by Badger Engineering prior to deployment and deployed/monitored by the Engineering team. Firmware upgrades shall not impede normal operation and shall be conducted without the need of City staff.



Exhibit D: Initial Project Schedule

CONTRACTOR, CITY, and CONSULTANT will develop a mutually agreeable project schedule within 2 weeks post the project kickoff.

A preliminary milestone schedule is provided below:

#	Description	Duration (Cal. Days)	Duration (Weeks)	Duration (Months)	Est Start Date	Est Comp. Date
1	Meter Configuration Finalized	14	2	0.5	11/1/2024	11/15/2024
2	System Text Fixture Development / Utility Approval	28	4.0	0.9	10/18/2024	11/15/2024
3	System Integration Specification Documents Delivered	28	4.0	0.9	10/18/2024	11/15/2024
4	Draft System Test Plan / FSAT Test Plan Delivered	28	4.0	0.9	10/18/2024	11/15/2024
5	Test Plan Acceptance by City	42	6.0	1.4	10/18/2024	11/29/2024
6	Signed Contract	0	0.0	0.0	12/2/2024	12/2/2024
7	Official Project Kickoff	0	0.0	0.0	12/9/2024	12/9/2024
8	Place Material Order/Activate Subcontractor Agreement with PVI	0	0.0	0.0	12/2/2024	12/2/2024
9	Interface File Development	69	9.9	2.3	12/3/2024	2/10/2025
10	Database Set Up - Pedal Valve for WOMS	69	9.9	2.3	12/3/2024	2/10/2025
11	Deployment Planning / Readiness	101	14.4	3.3	11/1/2024	2/10/2025
12	Text Fixture Deliver / Training	1	0.1	0.0	12/16/2025	12/17/2025
13	Beacon Interface File Testing / Acceptance	4	0.6	0.1	1/27/2025	1/31/2025
14	Installer WOMS File Testing / Acceptance	4	0.6	0.1	1/27/2025	1/31/2025
15	Head End Application Setup / Managed Services Setup	1	0.1	0.0	2/10/2025	2/11/2025



#	Description	Duration (Cal. Days)	Duration (Weeks)	Duration (Months)	Est Start Date	Est Comp. Date
16	Materials Delivery	70	10.0	2.3	12/2/2024	2/10/2025
17	System Integration develop FSAT Execution	4	0.6	0.1	2/11/2025	2/15/2025
18	Installation Team Deployment	140	20.0	4.6	2/10/2025	6/30/2025
19	System Training Software, Hardware, Install, Troubleshooting	5	0.7	0.2	2/10/2025	2/15/2025
20	Meter Deployment and Daily Data Export WOMS	133	19.0	4.4	2/17/2025	6/30/2025
21	Customer Engagement Event	0	0.0	0.0	3/1/2025	3/1/2025
22	Punchlist & Final Commissioning	18	2.6	0.6	6/23/2025	7/11/2025
23	Full Deployment Acceptance	11	1.6	0.4	6/30/2025	7/11/2025
24	Demobilization	1	0.1	0.0	7/11/2025	7/12/2025
Total Duration		267	38	19.0		



Exhibit E: Pricing and Payment Schedule

Project Pricing is in accordance to submitted pricing in “USA – Attachment C – Dania Beach AMI RFP Pricing Worksheet 11-2-2024” included in **Error! Reference source not found.**

Field meter and device installation payments are governed by this Exhibit E. System payments are governed by passing the initial and final acceptance testing as described in Exhibit C: Deliverables.

The CITY shall make payments as set forth herein.

1) Equipment Payments

a) Invoices for all Field Devices (excluding meters and communication endpoints purchased in Project phase) and any other goods sold by CONTRACTOR hereunder shall be delivered along with the relevant goods. Invoices for equipment are payable in pursuant to the Florida Prompt Payment Act, Chapter 218, Florida Statutes.

2) Meter Installation & Retrofit Payments

a) Billing Frequency: Meter Installation & Retrofit invoices shall be submitted no more often than once a month for previously completed successful installations. All associated hardware and labor items are to be included as applicable:

- Meter and Communication module hardware
- Bulk metering and Non-metering edge device hardware (as applicable)
- Mailers/door hangers
- Installation labor charges
- Field Project Management charges (per month)
- Field remediation services
- Meter disposal credits

b) Supporting Documentation: CONTRACTOR shall submit supporting documentation validating the installation was deemed successful. This includes:

- Report from the head-end system listing each meter (ID) that is being invoiced, communication module (ID), site address, last reading date, meter size, LAT/LON coordinates. Successful installations are deemed those that have successfully read within the last 5 days (for the purposes of invoicing), and have valid LAT/LON coordinates in accordance to system requirements.

3) Payment Becomes Due: Thirty days after presentation of the invoice and supporting documentation to CITY, the amount will (subject to the provisions of this article) become due, and when due will be paid by the CITY to CONTRACTOR.

a) Reduction in Payment:



- i) CITY may refuse to make payment of the full amount because:
 - a. claims have been made against the CITY on account of CONTRACTOR's performance or furnishing of the Work;
 - b. liens have been filed in connection with the Work, except where CONTRACTOR has delivered a specific bond satisfactory to the CITY to secure the satisfaction and discharge of such liens;
 - c. there are other items entitling the CITY to a set off against the amount recommended; or
 - d. CITY has issued a notice of breach to CONTRACTOR and CONTRACTOR has not cured the breach within 15 days of the notice.
 - ii) If the CITY refuses to make payment of the full amount, the CITY will give CONTRACTOR immediate written notice (with a copy to the CONSULTANT) stating the reasons for such action and promptly pay CONTRACTOR any amount remaining after deduction of the amount so withheld. The CITY shall promptly pay CONTRACTOR the amount so withheld, or any adjustment thereto agreed to by the CITY and CONTRACTOR, when CONTRACTOR remedies the reasons for such action.
- 4) CONTRACTOR's Warranty of Title: CONTRACTOR warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment will pass to the CITY upon the CITY's acceptance of the installation

5) Payment terms:

The following payment terms apply:

Item	Payment Description	Time Fame for Proposed Invoice
1	NaaS One Time Setup	Upon completion
2	System Test Fixture	Upon delivery & setup validation
3	Meters, Intelligent Edge Devices, and Communication Endpoints (Hardware)	Monthly following successful installation
4	Field Meter, Intelligent Edge Devices, Installation & Retrofit Services	Monthly following successful installation
5	Mailers/Door Hangers	Monthly following successful installation
6	Field Remediation Services	Monthly following successful installation
7	Meter Disposal Credits	Monthly following successful installation
8	Non-metering edge devices	Upon FSAT acceptance
9	Installation Materials (meter boxes, lids, etc.)	Upon delivery
10	Field Installation Project Management	Monthly following successful installation
11	System Integrations	Upon FSAT acceptance



Item	Payment Description	Time Fame for Proposed Invoice
12	Training	Upon completion
13	Business Process Support	Upon completion
14	SaaS Services (Year 1)	At start of mass deployment (yearly fee pro-rated)
15	SaaS Services (ongoing)	Paid annually in advance prior to coverage anniversary
16	Guaranteed Read Program (if selected)	Paid annually, quarterly, or monthly at the discretion of the City



Exhibit F: CONTRACTOR Proposal

CONTRACTOR Proposal and submitted forms are included here:

USA Attachment B – Technical Response

Vendor Solicitation Response

Preliminary Certificates of Insurance

Pricing Worksheet



Exhibit G: Cellular/Communication Provisions

Not applicable.



Exhibit H: Software as a Service (SaaS)

CONTRACTOR shall provide SaaS services to manage head-end software and its associated hardware on an ongoing basis for a period of 10 years, renewable thereafter to 20 years as described in the BEACON MSA Template included below. The SaaS agreement must be executed by Badger as the provider of the service.



Exhibit I: Technical Support

a. Technical Support is provided to our customers through our certified Badger Meter trainers. These individuals can be contacted directly on their cell phone, through email, via the USA account manager, or by phoning our office in Tampa, Florida or Rockvale, Tennessee. Badger Meter Technical Support is also available to our customers. Technical Support is available 24/7 365 days per year.

b. Incident Classification:

- Level 1 – Non-Critical Issue that has low to no impact on business operations Response within 24 hours
- Level 2 – Critical Issue that has affected business operations. Response within 1 hour / Immediate Deployment of Resources / Engagement of Badger Meter Resources as needed
- Level 3 – Catastrophic Issue that highly impacts business operations Response within 1 hour / Immediate Deployment of Resources / Engagement of Badger Meter Resources

It is the goal of USA to answer all technical support questions as they are brought to our attention over a telephone call. In the event that additional research or resources are needed USA will coordinate with Badger Meter technical support the appropriate resources to include on the specific issue. This can be escalated to Badger Meter marketing, engineering personnel or additional resources as the issue dictates. Phone, WebEx, or onsite visits may be needed to resolve the specific issue.

c. Escalation Process

- a. Notification of issue to USA
- b. Classification of Issue
- c. Attempt to resolve the issue via telephone, email, or WebEx
- d. If the issue requires additional resources USA Tech Support will coordinate with Badger Meter Technical Support
- e. Badger Meter Technical Support will coordinate appropriate resources to resolve the issue

USA provides the first line of technical support to all our customers.

Availability – 24/7 per week 365 days per year

Resource	Phone	e-mail
USA of FL	P– 833-379-6111	techsupport@utilitysa.com
Simon Wick – Sales Manager	C – 619-715-9841	simon@utilitysa.com
Travis Crosson – Services Manager	C – 863-443-4888	travis@utilitysa.com
Badger Meter Technical Support	P – 800-616-3837	techsupport@badgermeter.com



Exhibit J: Warranty and RMA Process

Product Warranty

Product	Accuracy Statement	Warranty Period
E-SERIES 5/8" x 3/4"	Materials and Workmanship Lead-Free Housing Electronics Meter Accuracy 0.08 to 30 gpm +/- 1.5% (normal flow range) 0.04 gpm +/- 3% (extended low flow) Pressure Sensor if applicable	20 years and 6 months (10 year full / 10 year prorated) 20 years (10 year full / 10 year prorated) 5 years (full warranty)
E-SERIES 1"	Materials and Workmanship Lead-Free Housing Electronics Meter Accuracy 0.16 to 62 gpm +/- 1.5% (normal flow range) 0.075 gpm +/- 3% (extended low flow) Pressure Sensor if applicable	20 years and 6 months (10 year full / 10 year prorated) 20 years (10 year full / 10 year prorated) 5 years (full warranty)
E-SERIES 1-1/2"	Materials and Workmanship Lead-Free Housing Electronics Meter Accuracy 1.25 to 100 gpm +/- 1.5% (normal flow range) 0.40 gpm +/- 3% (extended low flow) Pressure Sensor if applicable	10 years and 6 months (10 year full) 10 years (10 year full) 5 years (full warranty)
E-SERIES 2"	Materials and Workmanship Lead-Free Housing Electronics Meter Accuracy 1.50 to 160 gpm +/- 1.5% (normal flow range) 0.50 gpm +/- 3% (extended low flow) Pressure Sensor if applicable	10 years and 6 months (10 year full) 10 years (10 year full) 5 years (full warranty)
E-SERIES 3"	Materials and Workmanship Lead-Free Housing	10 years and 6 months (10 year full)



Product	Accuracy Statement	Warranty Period
	Electronics Meter Accuracy 0.75 to 560 gpm +/- 1.5% (normal flow range) 0.37 gpm +/- 3% (extended low flow) Pressure Sensor if applicable	10 years (10 year full) 5 years (full warranty)
E-SERIES 4"	Materials and Workmanship Lead-Free Housing Electronics Meter Accuracy 1.50 to 1100 gpm +/- 1.5% (normal flow range) 0.75 gpm +/- 3% (extended low flow) Pressure Sensor	10 years and 6 months (10 year full) 10 years (10 year full) 5 years (full warranty)
E-SERIES 6"	Materials and Workmanship Lead-Free Housing Electronics Meter Accuracy 2.20 to 2000 gpm +/- 1.5% (normal flow range) 1.10 gpm +/- 3% (extended low flow) Pressure Sensor	10 years and 6 months (10 year full) 10 years (10 year full) 5 years (full warranty)
E-SERIES 8"	Materials and Workmanship Lead-Free Housing Electronics Meter Accuracy 4.00 to 3500 gpm +/- 1.5% (normal flow range) 2.00 gpm +/- 3% (extended low flow) Pressure Sensor	10 years and 6 months (10 year full) 10 years (10 year full) 5 years (full warranty)
E-SERIES PLUS 5/8" x 3/4"	Materials and Workmanship Lead-Free Housing Electronics Meter Accuracy 0.10 to 25 gpm +/- 1.5% (normal flow range)	20 years and 6 months (10 year full / 10 year prorated) 20 years (10 year full / 10 year prorated)



Product	Accuracy Statement	Warranty Period
	0.05 gpm +/- 3% (extended low flow)	
	Valve and Valve Power Module	20 years (10 year full / 10 year prorated)
Orion Cellular Endpoint	Materials and Workmanship Batteries Guarantee of Network Performance	20 years and 6 months (10 year full / 10 year prorated)

Utility Solutions and Automation does not assume any warranty responsibility outside of the published manufacturer's warranty for all products provided to the utility.

Installation Labor Warranty

CONTRACTOR shall warrant installation labor is free of defects for a period of up to 12 months post installation. The CONTRACTOR is responsible for workmanship covering the area within the meter box and up to 2 ft in either direction from the meter coupling.

RMA Process:

Standard Badger Meter Return Material Authorization (Typical timeframe of 4 to 6 months)

- I. Badger Meter RMA Form is completed by the utility and emailed to BMI tech support.
- II. Badger Meter tech support generates an RMA number.
- III. If applicable, the used product is completely flushed and any fittings or attachments are removed.
- IV. Product is packaged in appropriate shipping packaging and returned to Badger Meter. Damage incurred during shipping is not covered by Badger Meter.
- V. Badger Meter receives RMA product and logs material.
- VI. Appropriate investigation is conducted to determine failure cause.
- VII. The replacement product is returned to customer if warranty is applicable.
- VIII. Applicable explanation of failure is provided if possible.
- IX. If the product is not covered under warranty it is either returned to the customer or recycled based on customer instructions.

USA Return Material Authorization

- Under the USA Guaranteed Read Program our service team would take ownership of the RMA process from the utility. Our service technician typically retrieves any products that have either stopped working or are exhibiting non-standard performance during our scheduled service visit.



- During scheduled service visits, missed reads or missed communications generate a work order. Field investigation would be carried out to determine the root cause of the issue. If the hardware is determined to be in a non-working condition, the equipment is replaced, and normal function and communication is restored for the service. At the discretion of the customer, USA can use our own stock to replace the faulty equipment, or we can use the utility's purchased materials.
- USA will complete the RMA process noted previously and return the product to Badger Meter for appropriate investigation.
- Appropriate credit or material replacement is issued based on the finding of Badger Meter.
- Applicable explanation of failure is provided if possible.



Exhibit K: Accompanying Documentation

1. Guaranteed Read Program Agreement



Exhibit I.

City of Dania Beach - Advanced Metering Infrastructure (AMI)
Project Pricing Schedule for Utility Solutions and Automation (USA)

One-Time Pricing Summary		
Category	Area	Subtotal
Hardware	Mechanical Measurement Water Meters w/AMI	\$0.00
	No Moving Parts Water Meters w/AMI	\$1,962,355.98
	Field Retrofit HW w/ AMI Module Option	\$21,700.00
	Meter with Remote Disconnect Option (5/8 x 3/4")	\$260,320.00
	Dual Port Module Option 5/8 x 3/4" meters	\$0.00
	Water Delivery Points Metering Option	\$40,000.00
	Communications	\$0.00
	Non-metering Edge Devices Option	\$11,000.00
	System Test Fixtures	\$500.00
	Spare Parts	\$0.00
	Other Misc Hardware	\$4,800.00
	Hardware Total	\$2,300,675.98
Materials	Field Devices	\$0.00
	Field Materials	\$233,332.27
	Materials Total	\$233,332.27
Delivery Services	System Integrations Delivery Services	\$24,863.00
	Training Delivery Services	\$3,500.00
	Supplier Project Delivery Services	\$10,000.00
	Delivery Services Total	\$38,363.00
Field Installaton Services	Field Install of Meters w/ AMI	\$562,732.50
	Field Retrofit w/ AMI Module Option	\$3,410.00
	Field Install of Water Delivery Metering Option	\$0.00
	Field Install of Communications	\$0.00
	Field Install Non-Metering Edge Devices	\$0.00
	Field Install Project Management	\$120,000.00
	Field Remediations Services	\$168,905.00
	Warehousing Services	\$0.00
	Material Recycling & Disposal	-\$9,836.50
	Miscellaneous	\$0.00
	Field Installaton Services Total	\$845,211.00
One-Time Pricing TOTAL		\$3,417,582.25

City of Dania Beach - Advanced Metering Infrastrucure (AMI) Project
Pricing Schedule for Utility Solutions and Automation (USA)

One-Time Pricing Summary		
Category	Area	Subtotal
Hardware	Mechanical Measurement Water Meters w/AMI	\$0.00
	No Moving Parts Water Meters w/AMI	\$1,962,355.98
	Field Retrofit HW w/ AMI Module Option	\$21,700.00
	Meter with Remote Disconnect Option (5/8 x 3/4")	\$260,320.00
	Dual Port Module Option 5/8 x 3/4" meters	\$0.00
	Water Delivery Points Metering Option	\$40,000.00
	Communications	\$0.00
	Non-metering Edge Devices Option	\$11,000.00
	System Test Fixtures	\$500.00
	Spare Parts	\$0.00
	Other Misc Hardware	\$4,800.00
	Hardware Total	\$2,300,675.98
Materials	Field Devices	\$0.00
	Field Materials	\$233,332.27
	Materials Total	\$233,332.27
Delivery Services	System Integrations Delivery Services	\$24,863.00
	Training Delivery Services	\$3,500.00
	Supplier Project Delivery Services	\$10,000.00
	Delivery Services Total	\$38,363.00
Field Installaton Services	Field Install of Meters w/ AMI	\$562,732.50
	Field Retrofit w/ AMI Module Option	\$3,410.00
	Field Install of Water Delivery Metering Option	\$0.00
	Field Install of Communications	\$0.00
	Field Install Non-Metering Edge Devices	\$0.00
	Field Install Project Management	\$120,000.00
	Field Remediations Services	\$168,905.00
	Warehousing Services	\$0.00
	Material Recycling & Disposal	-\$9,836.50
	Miscellaneous	\$0.00
	Field Installaton Services Total	\$845,211.00
One-Time Pricing TOTAL		\$3,417,582.25



City of Dania Beach Public Services Memorandum

DATE: 12/10/2024

TO: Mayor and Commissioners

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

VIA: Fernando J. Rodriguez, Public Services Director

SUBJECT: AUTHORIZATION TO AWARD ITB NO.2024-020 "DANIA BEACH CITY HALL WINDOW AND DOOR REPLACEMENT"

Request:

The Public Services Department (PSD) is requesting the City Commission's approval to award Bid ("ITB") No. 2024-020 "Dania Beach City Hall Window and Door Replacement" to TechGroupOne, Inc.

Background:

Due to age and wear, the City Hall windows and doors no longer meet current energy conservation and hurricane safety standards. Replacement of these components will improve the building's resistance to hurricane force winds as well as significantly enhance energy efficiency. The project's ITB No. 2024-020 "Dania Beach City Hall Window and Door Replacement" was advertised in the Sun-Sentinel on July 16, 2024, and was also made available on the City's website and Demand-Star. On August 23, 2024, the bids were opened in a public forum. The City received eight submissions from the following bidders:

Maximum Shutters Systems	\$112,836.68
X10 Construction	\$242,933.00
Fresco Inspections & Consulting, LLC	\$250,424.68
A-1 Property Services Group, Inc.	\$259,621.99
TechGroupOne, Inc.	\$265,501.50
VPR Construction Corp	\$378,995.09
Timekey Enterprise	\$951,270.32
Best Home Protection	\$1,188,982.33

The Bid Committee, which included Community Development Director Eleanor Norena, Project Manager Megan Yany, CIP and Grants Administrator Sean Schutten, and Jenna Marinetti of Calvin Giordano & Associates, Inc., conducted a thorough review of all submissions. The low bidder was not selected because of alterations identified in the bid form. The second-lowest bidder did not provide bid security and was therefore disqualified. References for the next two lowest bidders indicated that their work experience was different from that required by the scope of this project. Based on their evaluation, competitive pricing, and reference check, the Bid

Committee selected TechGroupOne, Inc. as the most responsive bidder.

Budgetary Impact

The proposed contract with TechGroupOne, Inc. will cost \$265,50150. Funding for this contract will be appropriated from the Capital Projects Fund/Infrastructure Improvements other than Buildings Account No. 301-18-12-519-63-10.

Recommendation

PSD recommends approval to award Bid (“ITB”) No. 2024-020 “City Hall Campus Improvements Dania Beach City Hall Window and Door Replacement” to TechGroupOne, Inc.

RESOLUTION NO. 2024-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, AUTHORIZING THE AWARD OF INVITATION TO BID NO. 24-020 “DANIA BEACH CITY HALL WINDOW AND DOOR REPLACEMENT” TO TECHGROPUONE, INC. IN AN AMOUNT NOT TO EXCEED TWO HUNDRED SIXTY-FIVE THOUSAND FIVE HUNDRED ONE DOLLAR AND FIFTY CENTS (\$265,501.50) PLUS A TEN PERCENT (10%) CONTINGENCY FOR UNFORSEEN CIRCUMSTANCES; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the age and wear of City Hall’s windows and doors make them not up to hurricane wind rating and energy inefficient; and

WHEREAS, City Hall has undergone expansion and renovations to interior spaces including an ongoing project in the Building Department, which further require the upgrade of windows and doors; and

WHEREAS, the City advertised Invitation to Bid (“ITB”) No. 24-020 “Dania Beach City Hall Window and Door Replacements” on July 16, 2024, in Sun- Sentinel and On Demand Star, and received the below responses.

• Maximum Shutters Systems	\$112,836.68
• X10 Construction	\$242,933.00
• Fresco Inspections & Consulting, LLC	\$250,424.68
• A-1 Property Services Group, Inc.	\$259,621.99
• TechGroupOne, Inc.	\$265,501.50
• VPR Construction Corp	\$378,995.09
• Timekey Enterprise	\$951,270.32
• Best Home Protection	\$1,188,982.33

WHEREAS, the Bid Committee, Community Development Director Eleanor Norena, Project Manager Megan Yany, CIP and Grants Administrator Sean Schutten, and Jenna Marinetti of Calvin Giordano & Associates, Inc., reviewed the bid responses; and

WHEREAS, the two low bidders were not selected because the bid form was altered and a bid security not submitted; and

WHEREAS, the next two lowest bidders were not selected because referenced projects differed from the scope of work in ITB No. 2024-020; and

WHEREAS, the Bid Committee selected TechGroupOne, Inc. as the most responsive bidder.

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

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

Section 2. That the City Commission authorizes the proper City officials to execute an agreement with TechGroupOne, Inc. for City Hall window and door replacement, in accordance with the itemized schedule of costs plus a ten percent (10%) contingency for unforeseen circumstances, a copy of which 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 Capital Projects Fund/Infrastructure other than Bldgs. Account No. 103-18-65-519-63-10.

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

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

PASSED AND ADOPTED on _____, 2024.

Motion by _____, second by _____.

FINAL VOTE ON ADOPTION: Unanimous _____

Yes No

Commissioner Lori Lewellen _____ _____

Commissioner Luis Rimoli _____ _____

Commissioner Archibald J. Ryan IV _____ _____

Vice Mayor Marco Salvino _____ _____

Mayor Joyce L. Davis _____ _____

SIGNATURES ON THE FOLLOWING PAGE

ATTEST:

ELORA RIERA, MMC
CITY CLERK

JOYCE L. DAVIS
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

AGREEMENT FOR CITY HALL WINDOWS PURSUABNT TO ITB NO 24-020

THIS IS AN AGREEMENT (“Agreement”) dated _____, 2024, between the City of Dania Beach, Florida, a Florida municipal corporation (“City”), with its principal place of business located at 100 West Dania Beach Boulevard, Dania Beach, Florida 33304 and TECHGROPUONE, INC (“Contractor”), a Florida corporation, with a mailing address of 8504 NW 66th Street, Miami, FL 33166.

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

1. Definitions.

City. The City of Dania Beach, Florida.

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

Force Majeure: Any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of such party including, but is not limited to fire, earthquakes, hurricanes, tornadoes, storms, lightning, epidemic, pandemic, war, riot, civil disturbance, sabotage, and governmental actions. **“Force majeure” does not include where the City’s actions or inactions or lack of compliance with the Agreement delay the Contractor.**

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

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

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

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

2. Scope of Services. The Contractor agrees to provide construction services (“Services” or “Work”) associated with the City’s ITB (Invitation to Bid) No. 24-020 entitled, “City Hall Window and Door Replacement”, which ITB is incorporated by this reference into this Agreement as Exhibit “A”. **The Technical Specifications and Plans are also considered a part of Exhibit “A” but due to the size of the files, they are not physically made a part of Exhibit “A”.** This Agreement encompasses the Contractor’s response; provided, however that if there is any conflict between the terms of the Agreement and the Contractor’s response to City, the Agreement is controlling. The Services are identified and described in the Contractor’s response and bid pricing as Exhibit “B” which exhibit is incorporated by reference into this Agreement. The Contractor shall comply with all FEMA requirements as the City’s funding is due to FEMA grant funds, and the Contractor shall comply with the ITB 24-240 requirements relating to same.

3. Subcontracts. It is expressly agreed to by the parties that the City shall approve in advance in writing any Subcontractors and the fees to be paid them by Contractor, prior to any such Subcontractor proceeding with any such work. Contractors shall only designate employees who are sufficiently skilled to provide the required services specified in this Agreement. Any person employed to provide the services who fails, refuses or neglects to obey the instructions of the City's representative in anything relating to these services, or who appears to be disorderly, insubordinate, or incompetent shall upon the order of City's representative, be immediately relieved by the Contractor from the Project Work. Any interference with, or any abusive or threatening conduct toward any City representative, its assistants or inspectors by the Contractor, its employees or agents, or any member of the public shall be grounds for the City to terminate the agreement and re-let the work. The Contractor shall furnish all labor, materials, supplies and equipment necessary to properly maintain all Project Work areas in an acceptable and safe condition. It is expressly agreed to by the parties that the City shall approve in advance in writing any subcontractors and the fees to be paid them by Contractor, prior to any such subcontractor proceeding with any such work.

4. Contractor agrees that it and its officers shall be held fully responsible, except as otherwise prohibited by law, for all acts of their employees while in their employ.

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

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

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

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

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

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

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

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

4.6 Coordination And Correlation Of Drawings And Specifications. The Contractor represents

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

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

5. Date Of Commencement And Substantial Completion

5.1 The Date of Commencement is the date from which the Agreement Time is measured and shall be the date set forth in the Notice to Proceed as issued by the City. Should the Contractor incur costs prior to the issuance of the Notice to Proceed, any such costs shall be incurred at the Contractor's risk, and the City shall not reimburse the Contractor for any such costs under any circumstances. Notwithstanding the foregoing, City may reimburse Contractor for actual costs incurred relating to performance and payment bonds and insurance, with submittal of invoices, in the event that City terminates this Agreement for convenience, as provided in the General Conditions. If Contractor fails to commence the Work within one (1) week of the date set forth in the Notice to Proceed, City may terminate the Agreement immediately, without providing an opportunity to cure.

5.2 The Contractor shall achieve Substantial Completion not later than one hundred fifty (150) **calendar days** and Final Completion of the entire Work not later than one hundred eighty (180) **calendar days** or, each commencing with the date set forth in the Notice to Proceed as

issued by the City, subject to adjustments of this Agreement Time as provided in the Agreement Documents.

5.3 Term. The term of this Agreement shall be through and including August 1, 2025 or completion of services, whichever date is sooner.

6. Payment for Services.

6.1 City agrees to pay Contractor a not-to-exceed fee of Two Hundred Sixty-Five Thousand Five Hundred and One Dollars and Fifty Cents (\$265,501.50), plus a ten percent contingency on the tasks and associated fees attached as Exhibit "B" and incorporated into the Agreement by this reference.

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

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

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

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

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

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

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

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

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

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

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

7. Billing Procedure.

7.1 The preferred method for invoices is to send via email to ap@daniabeachfl.gov. A copy may also be mailed to City Hall.

City of Dania Beach Finance Department
Attn: Accounts Payable
100 West Dania Beach Boulevard
Dania Beach, Florida 33004

with a copy to:

City of Dania Beach Public Services Department
Attn: Fernando Rodriguez, Director
100 West Dania Beach Boulevard
Dania Beach, Florida 33004

7.2 The City will pay to the Contractor for the faithful performance of the Agreement, in lawful money of the United States, and subject to adjustments as provided in the Agreement Documents, the amounts equal to the sum of the unit, lump sum price or both established for each separately identified work item, times the estimated quantity of that item, as indicated in the Schedule of Prices.

7.2.1 Taxes: The City is exempt from any taxes related to the requested services, which may otherwise be imposed by the state or federal government. This exemption does not transmit to suppliers in their purchases of goods or services, used in work or goods supplied to the City. The Contractor shall pay all applicable sales, consumer, use and other similar taxes required by law. The Contractor is responsible for reviewing the pertinent state statutes involving the sales tax and complying with all requirements.

7.3 As provided in the Bid, the quantities entered in the Schedule of Prices for each item of work is an estimate only and the final Agreement amount and the total payment made to the Contractor will be based on the actual number of units of each work item incorporated in the Work of the Agreement. It is understood that the unit prices quoted or established for work items will be used for computing the amount to be paid to the Contractor, based on the quantities actually constructed as determined by the applicable measurement and payment portion of the Specifications.

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

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

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

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

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

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

(B) Five percent (5%) of monies earned by the Contractor shall be retained by City until Substantial Completion and acceptance by City, except for the following items: General Conditions and self-performed work performed on a cost reimbursement basis, if any. Retainage will be released when the project has reached substantial completion as agreed upon by the City and contractor.

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

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

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

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

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

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

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

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

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

10. Protection Of Property. The Contractor shall at all times guard against damage or loss to City property or property of other persons, vendors or Contractors and shall be responsible for replacing or repairing any such damage or loss. The Contractor will be required to report any such damages immediately to the City's representative in charge of the Project. The City reserves the right to repair any damages created by the Contractor and to deduct the appropriate amount from any payment due to the Contractor. In all cases, the decision of the City is final.

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

12. Trash. Contractor shall be responsible for the daily removal of trash and debris from the Project work sites and upon completion of the Project Work.

13. Public Bid Disclosure Act. In accordance with the Public Bid Disclosure Act, Section 218.80, Florida Statutes, each license, permit, or fee a Contractor will have to pay the City before or during the work, items or services to be provided or the percentage method or unit method of all licenses, permits, and fees required by the City and payable to the City by virtue of the work, items, or services as part of the agreement are as follows:

(A) Contractor shall have and maintain during the term of the agreement any and all appropriate City licenses, fees (and business tax receipts, if applicable), which shall be paid in full in accordance with the City's fee structure for such items. **THERE WILL NOT BE ANY PERCENTAGE REDUCTION OR WAIVING OF CITY LICENSES, FEES (OR BUSINESS TAX RECEIPTS, IF APPLICABLE).**

(B) During the performance of the agreement, there may be times when the Contractor will be required to obtain a permit for such work, or in connection with the items or services. It is the responsibility of the Contractor to ensure that it has the appropriate permits as may become necessary during the performance of the work. Any fees related to the required permits in connection with the agreement will be the sole responsibility of the Contractor.

(C) Licenses, permits, and fees may be required by Broward County, the state of Florida or the federal government.

(D) City will reimburse permit fee costs related to dewatering and National Pollutant Discharge Elimination System (NPDES).

14. Safety. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Project Work. The Contractor shall comply with the rules and regulations of the Florida Department of Commerce regarding industrial safety (Florida Statutes, Section 440.56) and with the standards set forth in the federal Occupational Safety and Health Act of 1970 (OSHA), and its amendments. Contractor, by submitting a bid, certifies that all materials and equipment to be supplied for the Project will meet all federal and state requirements, including but not limited to, the Occupational Safety and Health Act (OSHA).

15. Warranty. The Contractor shall warrant to the City that materials and equipment furnished under the agreement will be of good quality and new unless otherwise required or permitted by the Agreement Documents; that the Work will be free from defects, and that the Work will conform to the terms and conditions of the agreement. Work not conforming to those terms and conditions, including substitutions not properly approved and authorized may be considered defective. The Contractor's warranty may exclude damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient City maintenance, improper operation, or normal wear and tear under normal usage. The Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. All manufacturers' product warranties shall be registered in the City's name and for its sole benefit.

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

16.1 Standards of Construction. Any and all construction of Improvements shall be performed in such a manner as to provide that the Improvements shall: (i) Substantially comply with the Permitted Plans; (ii) Comply with the terms and provisions of this Agreement; and (iii) Comply with all applicable laws, ordinances, rules, regulations and procedures of all applicable Governmental Authorities.

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

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

- (A) Provide scaffolding, hoists, temporary structures, light, heat, power, toilets, temporary utility connections, equipment, tools and materials and other requirements for the performance of the Work;
- (B) Maintain the Property in a clean and orderly condition, at all times, taking into consideration the public beachfront nature of the Project, and remove all paper, cartons and other debris from the Property;
- (C) Preserve all properties adjacent to or leading to the Property, and restore and repair any such properties damaged as a result of construction of the Work, whether such properties are publicly or privately owned;
- (D) Implement and maintain at all times a comprehensive hurricane and flood plan for the Property and the Work, and provide a copy of same to the City, if requested;
- (E) Provide construction fencing.
- (F) As Built. Within one hundred twenty (120) days after the date a CO is issued for Improvements constructed by Contractor during the term of this Agreement, the Contractor shall at its expense, provide the City with a complete set of "as built" plans and specifications, including mylar reproducible "record" drawings, and, if available, one set of machine readable disks (or comparable) containing electronic data in an AUTOCAD format that meets the City's graphic standards of the "as-constructed" or "record" plans for such Improvements. The "as built" plans submitted by Contractor must show the square footage of each Improvement depicted in such plans.
- (G) Use diligent effort to complete the Work in a commercially reasonable time under the circumstances and in accordance with this Agreement. At all times make diligent effort to have proper supervision of the general contractor or other employees or agents of the Contractor upon the Property site.
 - (i) Employees Of The Contractor. Contractors shall only designate employees who are sufficiently skilled to provide the required services specified in the ITB. Any person employed to provide the services who fails, refuses or neglects to obey the instructions of the City's representative in anything relating to these services, or who appears to be disorderly, insubordinate, or incompetent shall upon the order of City's representative, be immediately relieved by the Contractor from the Project Work. Any interference with, or any abusive or threatening conduct toward any City representative, its assistants or inspectors by the Contractor, its employees

or agents, or any member of the public shall be grounds for the City to terminate the agreement and re-let the work. The Contractor shall furnish all labor, materials, supplies and equipment necessary to properly maintain all Project Work areas in an acceptable and safe condition. Contractor agrees that it and its officers shall be held fully responsible, except as otherwise prohibited by law, for all acts of their employees while in their employ.

- (H) Contractor Progress Reports. At the request of City, Contractor will deliver written reports of the progress of construction to the City Manager or his or her designee.
- (I) City's Representative. The City may designate one or more employees or agents to be the City's Representative for the Project so that he or she may, subject to site conditions and during normal business hours, visit and the Property.
- (J) Certificates of Final Completion. After Contractor completes the Work, the City will deliver to Contractor, a recordable Certificate of Final Completion certifying that, to the best of the City's knowledge, Contractor has satisfied all its obligations to the City for the construction of the specified Improvements.

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

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

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

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

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

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

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

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

16.12 The Contractor shall commence Work to remedy or replace the defective, deficient Work within five (5) calendar days after receiving written (including transmittals by email) notice from the City, subject to allowance for long-lead items. If the Contractor fails to remedy or remove or

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

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

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

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

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

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

16.18 Work Area. All Contractor's Work areas on the jobsite will be assigned by City. Contractor shall confine its office, shops, storage, assembly and equipment and vehicle parking to the areas so assigned. Before commencing Work, the Contractor shall provide a temporary office on the site of the Work, which shall have a telephone where a representative of the Contractor

may be reached at all times during normal working hours. Should Contractor find it necessary or advantageous to use any additional land outside the Project site for any purpose whatever, Contractor shall, provide and make its own arrangements for the use of such additional land.

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

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

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

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

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

16.24 No Work defective in construction or quality, or deficient in meeting any requirement of the Agreement Drawings and Specifications, will be acceptable regardless of City's failure to discover or to point out defects or deficiencies during construction; nor will the presence of field representatives at the Work or the satisfaction of the Work meeting applicable code requirements relieve Contractor from responsibility for the quality and securing progress of Work as required by the Agreement Documents. The City shall notify the Contractor of defective or unacceptable Work if the City discovers such. Defective Work revealed within the time required by warranties (whether expressed or implied) shall be remedied in accordance with Section 15, entitled, "Warranty." No payment, whether partial or final, shall be construed as an acceptance of defective Work or improper materials.

16.25 Contractor shall waive "common practice" and "common usage" as construction criteria wherever details and specifications or governing codes and ordinances require greater quantity or better quality than common practices and common usage would require. Contractor shall order and schedule delivery of materials in reasonable time to avoid delays in construction. Delays in delivery of equipment or material purchased by the Contractor or its Trade Contractors shall not

be considered as a cause for an adjustment of the Agreement Time or a basis for damages or compensation. The Contractor shall be fully responsible for the timely ordering, scheduling, expediting, delivery, and installation of all equipment and materials. If an item is found to be unavailable, Contractor shall notify City immediately of recommended substitute(s) to permit City's selection of a suitable substitute.

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

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

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

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

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

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

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

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

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

SIGN

DATE

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

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

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

and dated by the Contractor on the face of each catalogue, data and certificate to be correct and shall be furnished in accordance with these requirements and the requirements of the Technical Specifications.

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

16.36.1 The construction schedule shall include the following:

- (a) Brief description of each activity.
- (b) All submittals, samples, approvals, fabrication, and deliveries for equipment and materials.
- (c) Activities showing scheduled start and finish, late start and finish, and float.
- (d) Relations between activities.
- (e) Duration of activities. No activity should be scheduled for more than 19 workdays.
- (f) Contractual and other major milestones including phasing.
- (g) Schedule activities to include labor and material.
- (h) An allowance for delays due to weather. Agreement Time extensions for weather delays will be granted only when all of the conditions and criteria for evaluation of time extensions have been met pursuant to the General Conditions.
- (i) Upon acceptance of the original Schedule, the Early Start and Early Finish dates for all activities shall be fixed as Planned Start and Planned Finish dates. Any further revisions to the schedule must be submitted in writing and approved by the City.
- (j) The detailed BAR CHART schedule submittal shall include one (1) digital color copy and one (1) color copy of the following:
- (k) Time Scaled Network Diagram.
- (l) Bar Chart in the following formats:
- (m) Sorted by activity.
- (n) Sorted by total float.
- (o) Sorted by early start.

- (p) Precedence and Successor report.
- (q) Narrative report.
- (r) Computer diskette. (One copy)
- (s) Submittals shall be organized under Standard CSI format.
- (t) The detailed BAR CHART Schedule shall be updated monthly and submitted along with an updated CD accompanied by an Application for Payment. Contractor shall meet with the City and Architect/Engineer of Record to review and verify:
 - i. Actual start and finish dates for completed activities.
 - ii. Remaining duration required to complete each activity started, scheduled to start, but not completed.
 - iii. Logic and time, for change orders that are to be incorporated into the diagram and computer produced schedules.
 - iv. Percentage for completed and partially completed activities.

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

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

A. Subcontractor Construction (Sub-networks) - Upon the award of each subcontract, the Contractor shall jointly with the subcontractor, develop a schedule which is more detailed than the pre-bid schedule included in the Specifications, taking into account the Work schedule of the other subcontractors. The construction schedule shall include as many activities as necessary to make the schedule an effective tool for construction planning and for monitoring the performance of the subcontractor. The construction schedule shall also show pertinent activities for material purchase orders, manpower supply, shop drawing schedules and material delivery schedules.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, or national origin. The Contractor will take affirmative action to ensure that applicants and employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth provisions of this nondiscrimination clause.
- (b) The Contractor will, in all solicitations or advertisements for employees placed for, by, or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, or national origin.
- (c) The Contractor will send to each labor union or representatives of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the City, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (d) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (e) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the City and the Secretary of Labor for purposes of investigation to ascertain compliance with such

rules, regulations, and orders.

- (f) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (g) The Contractor will include the provisions of paragraphs A through F in every subcontract or purchase unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontractor or purchase order as may be directed to the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.
- (h) All regulations, guidelines, and standards lawfully adopted under the governing statutes.

16.49 Safety & Protection Of Persons & Property

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

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

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

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

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

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

16.49.5 The Contractor shall defend, indemnify and hold the City, the City's Representative and their respective officers, directors, agents, employees and assigns, harmless from and against any and all liability, public or private, penalties, contractual or otherwise, losses, damages, costs, reasonable attorneys' fees, expenses, causes of action, claims or judgments to the extent resulting from any failure of the Contractor, its subcontractors or sub-subcontractors or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, to comply with the provisions of this General Condition

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

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

from any cause within Contractor's reasonable control, except to the extent caused by City, its representatives, or contractors, or caused by natural disaster, criminal activity, flood, fire, or that is covered by any property or builder's risk insurance carried by the City.

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

16.52 Emergencies. In any emergency affecting the safety of persons or property, or in the event of a claimed violation of any federal or state safety or health law or regulation, arising out of or in any way connected with the Work or its performance, the Contractor shall act immediately to prevent threatened damage, injury or loss to remedy said violation, whichever is applicable. Failure by Contractor to take necessary emergency action shall entitle the City to take whatever action it deems reasonably necessary, including, but not limited to, suspending the Work. The City may offset any and all costs or expenses of whatever nature, including reasonable attorneys' fees, paid or incurred by the City in taking such emergency action against any sums then or thereafter due to the Contractor. The Contractor shall defend, indemnify and hold the City harmless against any and all costs or expenses pursuant to this Section, by whomsoever incurred.

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

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

16.55 Fire Prevention Contractor shall, at its expense, conform to all Federal, State, and local laws and regulations pertaining to burning, fire prevention and control within or adjacent to the Project. Necessary precautions to avoid and eliminate fire hazards shall be the responsibility of the Contractor. This includes keeping the Agreement Work area clear of all trash at all times. All

tarpaulins used for any purpose during construction of any Work shall be made of material resistant to fire, water and weather and shall bear UL labels. Lighting of any fires on premises is strictly forbidden. Controlled burning shall be with the consent of the City. Contractor shall provide portable fire extinguishers properly labeled, located and compatible with the hazard of each work area and shall instruct its personnel in their use. Wherever welding and burning are conducted, inflammable materials shall be protected and a fire watch shall be provided by Contractor to be present during the burning and welding operation to ensure that protective measures are taken and that no fires result from such operation. The fire watch shall have fire extinguisher equipment readily available and know-how for proper use.

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

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

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

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

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

In the event that hazardous material is improperly handled or stored by the Contractor, its subcontractors, any sub-subcontractors, or any employee or agent of any of the

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

16.62 Inspection: Rejection Of Materials And Workmanship. All materials and equipment furnished and work performed shall be properly inspected by Contractor, at its expense, and shall at all times be subject to quality surveillance, observations or quality audit by City. Contractor shall provide safe and adequate facilities and all samples, drawings, lists and documents necessary for such quality surveillance, observation or quality audit. For this purpose, City shall be afforded full and free access to the shops, factories or places of business of Contractor and its subcontractors and suppliers for such quality surveillance, observation or quality audit and to determine the status of the Work. If Contractor covers all or any portion of the Work prior to any quality surveillance or test by City, the cost of any necessary uncovering and replacing shall be borne by Contractor. Neither the failure to make such quality surveillance, observation or quality audit, nor to discover defective workmanship, materials, or equipment, nor acceptance of or payment to Contractor for such work, materials or equipment shall prejudice the rights of City thereafter to correct or reject the same as hereinafter provided.

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

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

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

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

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

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

17. Liquidated Damages

17.1 Liquidated Damages will be assessed as stated in the Agreement for each non-compliant day that any requirements listed in this section 17 are not met. The parties have agreed that since they are unable to ascertain the amount of damages which would be suffered by City as a result of Contractor's failure to timely complete all Work required by the date set forth above. 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 \$500.00 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. This payment is considered to be City's liquidated damages, and it is not a penalty. It shall be assessed against the Contractor until substantial and final completion,

respectively, are achieved.

17.2 Staging of Material in Right-Of- Way:

Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment. Staging area shall be fenced and screened from public sight. Contractor shall not store material such as pipes, drainage structures and equipment within a right of way without prior approval by the City. Material shall be properly secured and screened neatly and will not remain on right of way for more than a week. All equipment must be stored in a designated staging area.

17.3 Site Restoration: Contractor shall remove all excess material and shall clean up and restore the site to its original condition or better. All damage, as a result of work under this Agreement, done to existing structures, pavement, driveways, paved areas, curbs and gutters, sidewalks, shrubbery, grass, trees, fences, walls, utility poles, utility pipe lines, conduits, drains, catch basins, flagstones, rocked graveled or stabilized areas or driveways, and including all obstructions not specifically named in this provision, shall be repaired, or replaced, as determined by the Engineer. Site restoration shall be done in a timely manner as the work progresses. Site restoration work shall be completed on private property within 30 days after being disturbed.

17.4 Access: As applicable, Contractor shall provide one lane open to through-traffic for each section of construction in each direction at all times unless a complete road closure is required. The Contractor shall make every effort to provide access to driveways at the end of the working day. If a driveway is not accessible, homeowners should have access to a neighboring swale area for temporary parking. When vehicular access to homes is not possible for parking of vehicles, an area for parking shall be provided within one block of the furthest home affected. This condition is to be avoided whenever possible and not last more than three (3) days. Vehicular access must be provided by the end of each business working day. The parking area location shall be coordinated by the Contractor, with the City's approval." In the event that this option is approved by the City, the Contractor shall notify affected residents at least 48 hours in advance.

17.5 Date of Commencement and Substantial Completion: The Date of Commencement is the date from which the Agreement Time is measured and shall be the date set forth in the Notice to Proceed as issued by the City. Should the Contractor incur costs prior to the issuance of the Notice to Proceed, any such costs shall be incurred at the Contractor's risk, and the City shall not reimburse the Contractor for any such costs under any circumstances. Notwithstanding the foregoing, City may reimburse Contractor for actual costs incurred relating to performance and payment bonds and insurance, with submittal of invoices, in the event that City terminates this Agreement for convenience, as provided in the General Conditions. If Contractor fails to commence the Work within one (1) week of the date set forth in the Notice to Proceed, City may terminate the Agreement immediately, without providing an opportunity to cure.

18. Audit. As the funding for this project comes from FRDAP, Contractor, by entering into this Agreement, the Contractor agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the

Contractor is appropriate, the Contractor agrees to comply with any additional instructions provided by the Department to the Contractor regarding such audit. The Contractor further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

19. Indemnification of City.

19.1 The Contractor shall, in addition to any other obligation, indemnify the City and to the fullest extent permitted by law, protect, defend and hold harmless the City, including its agents, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), or costs arising out of any actual or alleged:

(A) bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting from such property, or any other damage or loss arising out of or resulting or claimed to have resulted in whole or in part from any actual or alleged act or omission of the Contractor or its Subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in the performance of the work;

(B) any violation of law, statute, ordinance, governmental administrative order, rule, regulation, or infringement of patent, copyright or trademark rights by Contractor or its Subcontractors in the performance of the work;

(C) liens and claims made by the Contractor or its Subcontractors; and

19.2 Indemnification for Construction Contracts. In the event that the performance of services under the Agreement is deemed to be a “construction Agreement” pursuant to §725.06, Florida Statutes, as it may be amended from time to time, the following indemnification shall apply:

To the fullest extent permitted by Chapter 725, Florida Statutes, as it may be amended, the Contractor agrees to indemnify and hold harmless the City, its officers, employees, and assigns from liabilities, damages, losses, and costs including, but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentionally wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of the provisions in the Agreement Documents. safety

20. Environmental Matters.

20.1 Defined Terms for Purposes of this Section.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (A) Contractor's indemnification of City is only for Environmental Claims which arise out of or are caused by actions or events occurring after the Effective Date of the Property Agreement.
- (B) This indemnification is to be interpreted as broadly as possible and is in addition to all other rights of the City under this Agreement.
- (C) Payments by Contractor under the Environmental Indemnification will not reduce Contractor's obligations and liabilities under any other provision of this Agreement.

(D) Neither the Contractor nor the general contractor, nor any other contractor in privity with Contractor, has a duty to indemnify the City in connection with any Environmental Claims that are due to the negligent conduct of the City or its agents.

(E) Compliance. Contractor agrees to comply with all existing and future federal, state, county, and municipal environmental laws, administrative code provisions, ordinances, rules and regulations, and the requirements of any development order covering the Property issued pursuant to Chapter 380, Florida Statutes, all as may be amended.

21. Insurance Requirements. The Contractor shall not commence Work under the Agreement until Contractor has obtained all insurance required under this Article. The Contractor shall not allow any employee of Contractor or any Subcontractor to commence Work until all Coverages required have been obtained and approved by the Risk Manager of the City. In addition, Contractor shall be responsible for any and all policy deductibles and self-insured retentions.

All Certificates of Insurance must clearly identify the Agreement to which they pertain, including a brief description of the subject matter of the Agreement. The certificates shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty (30) days' prior written notice has been given to City. If this coverage is not provided, then Contractor is responsible for providing such notice to City. Insurance policies for required coverages shall be issued by companies authorized to do business under the laws of the State of Florida and any such companies' financial ratings must be no less than A-VII in the latest edition of the "BEST'S KEY RATING GUIDE", published by A.M. Best Guide. In the event that the insurance carrier's rating shall drop, the insurance carrier shall immediately notify the City in writing.

Coverages shall be in force until all Work required to be performed under the terms of the Agreement is satisfactorily completed as evidenced by the formal written acceptance by the City. In the event insurance certificates provided to City indicate that the insurance shall terminate and lapse during the period of the Agreement, including any applicable warranty period, then in that event, the Contractor shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed Certificate of Insurance as proof that equal and like coverages for the balance of the period of the Agreement, including any extension of it, and including any applicable warranty period, is in effect. **THE CONTRACTOR SHALL NOT PERFORM OR CONTINUE WORK PURSUANT TO THE CONTRACT, UNLESS ALL COVERAGES REMAIN IN FULL FORCE AND EFFECT. ANY DELAY IN THE WORK CAUSED BY A LAPSE IN COVERAGE SHALL BE NON-EXCUSABLE, SHALL NOT BE GROUNDS FOR A TIME EXTENSION, AND WILL BE SUBJECT TO ANY OTHER APPLICABLE PROVISIONS DESCRIBED IN THE CONTRACT OR ELSEWHERE IN THE PROPOSAL DOCUMENTS CONCERNING CONTRACTOR DELAY.**

The below coverages are minimum limit requirements. Umbrella or Excess Liability policies are acceptable to provide the total required liability limits, as long as the Risk Manager of the City reviews and approves in writing the insurance limits on each of the policies. The City must approve any changes to these specifications and has the right to review and amend coverage requirements. The Contractor shall be held responsible for any modifications, deviations, or

omissions in these insurance requirements. Contractor shall be responsible for any deductible amounts.

GENERAL LIABILITY INSURANCE is to include bodily injury, broad form property damage, products/completed operations, blanket contractual liability, and personal/advertising injury with limits of no less than One Million Dollars (\$1,000,000.00) per occurrence, and Two Million Dollars (\$2,000,000.00) annual aggregate.

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

- The City of Dania Beach, Florida” is to be added as a named “Additional Insured”;
- Annual Aggregate shall apply “Per Job”
- Additional Insured status is included for Products completed operations coverage for a period of no less than five (5) years
- Additional insured coverage shall be no more restrictive than Insurance Services Office (ISO) form CG 2037 (-7 04);
- Contractor’s Insurance shall be primary and non-contributory
- Waiver of Subrogation in favor of the City
- 30 Days’ Notice of Cancellation or modification to City (if not available on the insurance policies, then Contractor has responsibility for notification);
- Copy of Additional Insured Endorsement or other endorsements may be attached to the Certificate.

WORKERS’ COMPENSATION INSURANCE shall be maintained by Contractor and any Subcontractors during the life of the Agreement, including any applicable warranty period(s), and it is to apply to all “statutory employees” of Contractor (as that phrase is defined by Chapter 440, Florida Statutes), in compliance with the “Workers’ Compensation Law” of the State of Florida and all applicable federal laws, for the benefit of the Contractor, its employees, and Subcontractors.

In the case any work is sublet as otherwise addressed in the Agreement or Bid Documents, the Contractor shall require any Subcontractors similarly to provide Workers’ Compensation Insurance for all of the latter’s employees, in addition to any coverage afforded by the Contractor, by furnishing statutory limits Part A, and Employers’ Liability Part B with limits of \$100,000.00 each accident, \$100,000.00 each employee and \$500,000.00 policy limit for disease.

IN NO EVENT SHALL THE CONTRACTOR BE PERMITTED TO UTILIZE IN THE PROSECUTION OF THE WORK, THE FOLLOWING:

- 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.

SPECIAL PROVISIONS AS TO WORKERS' COMPENSATION INSURANCE:
(to be confirmed on or attached to the Official Certificate of Insurance)

- 30 Days' Notice of Cancellation or modification to City (if not available on the insurance policies, then Contractor has responsibility for notification); and
- Waiver of Subrogation.

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.

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.

22. Assignment of Agreement. The Contractor acknowledges, understands and agrees that its performance under this Agreement is or may be contingent upon the City receiving timely services from other Contractors (the "Supporting Contractors"). The Contractor agrees to use its best efforts to coordinate its services with the services of the Supporting Contractors and further agrees that in the event the rendition of any services of any of the Supporting Contractors is delayed, such delay will not entitle the Contractor to any additional compensation or payment of any kind. Furthermore, the Contractor shall not be entitled to an increase in compensation, or be entitled to payment of any kind from the City, for damages or expenses incurred which are direct, indirect or consequential or other costs and lost profits of any kind including, but not limited to, costs of acceleration, inefficiency or extended overhead, arising because of any other delay, disruption, interruption, interference or hindrance from any cause whatsoever, whether such delay, disruption or interference be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable; provided, however, that this provision shall not preclude recovery of damages by the Contractor for hindrances or delays caused solely by fraud, bad faith or active malicious interference on the part of the City. The Contractor shall only be entitled to extensions of time for performance as the exclusive and sole remedy for delay. In recognition of the fact that Contractor is not entitled to costs of acceleration arising out of the delays caused by Supporting Contractors, Contractor shall not be required to accelerate its services where delays have resulted from Supporting Contractors, unless the City agrees to compensate Contractor for such accelerated efforts.

23. Public Records Law. Contractor shall maintain books, records, documents and other evidence directly pertinent to performance of work under this Agreement in accordance with generally accepted accounting principles and practices. The Contractor shall also maintain the financial information and data used by the Contractor in the preparation of support of any claim for reimbursement for any out-of-pocket expense or cost. The City shall have access to such

books, records, documents and other evidence for inspection, audit and copying during normal business hours. The Contractor will provide proper facilities for such access and inspection. Audits conducted under this section shall observe generally accepted auditing standards and established procedures and guidelines of the City. The Florida Public Records Act, Chapter 119 of the Florida Statutes, may have application to records or documents pertaining to this Agreement and Contractor acknowledges that such laws have possible application and agrees to comply with all such laws.

Upon request from the City custodian of public records, Contractor shall provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.

24. Retention Of Records And Right To Access

24.1 The Contractor shall preserve and make available all financial records, supporting documents, statistical records, and any other documents pertinent to the agreement for a period of **five (5) years** after termination or conclusion of the agreement, or if an audit has been initiated and audit findings have not been resolved at the end of these **five (5) years**, the records shall be retained by the City until resolution of audit finding.

The Contractor shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5) years** from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The Contractor shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3) years** from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

24.2 Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the City.

24.3 Upon completion of Work under this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Contractor shall be delivered by the Contractor to the City Manager, at no cost to the City, within seven (7) days. All such records stored electronically by Contractor shall be delivered to the City in a format that is compatible with the City's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

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

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

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS.

Custodian of Records:	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

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

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

28. Termination Or Suspension Of Agreement

28.1 Termination By The Contractor:

A. The Contractor may terminate the Agreement for non-payment (except for those provisions in this agreement that specifically provide for withholding payment), failure to certify payment, delays of greater than 120 days not caused by Contractor, other material breaches by the City, and if the Work is stopped for a period of thirty (30) days through no act or fault of the Contractor, Subcontractor, Sub-subcontractor, their agents or employees, or any other persons performing portions of the Work under the Agreement with the Contractor, for any of the following reasons:

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

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

28.2 Termination By The City For Cause:

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

- (1) persistently or repeatedly refuses or fails to supply enough properly skilled workers, proper equipment, materials, or fails to adhere to the schedule established as adjusted from time to time pursuant to the terms of the Agreement;
- (2) fails to comply with laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction, including City;
- (3) commits any act or omission that evidences a lack of integrity or honesty or which reflects negatively on the City, including but not limited to the company of its owners, officers and agents being charged with any act of moral turpitude or any environmental violation;
- (4) fails to obtain or maintain all insurance Coverage required by the Agreement Documents; or
- (5) otherwise, is guilty of substantial breach of a provision of the Agreement or Agreement Documents; or
- (6) One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Contractor (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable

to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement: i. Entry of an order for relief under Title 11 of the United States Code; ii. The making by Contractor of a general assignment for the benefit of creditors; iii. The appointment of a general receiver or trustee in bankruptcy of Contractor's business or property; and/or iv. An action by Contractor under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation; or

(7) If Contractor or its Surety(ies) do(es) not cure such failure within seven (7) calendar days from receipt of notification, or sooner if consideration of safety to persons is involved, or if Contractor or its Surety(ies) fails to provide satisfactory evidence that such default will be corrected, City may, without further notice to Contractor, terminate in whole or in part Contractor's right to proceed with work by written notice and prosecute the Work to completion by Agreement or by any other method deemed expedient. City may take possession of and utilize any materials, plant, tools, equipment, and property of any kind furnished by Contractor and necessary to complete the Work.

(8) Contractor, and its sureties, shall be liable, jointly and severally, to City for all costs in excess of the Agreement price for such terminated work reasonably and necessarily incurred in the completion of the Work, as adjusted by Change Orders, if any, including cost of administration of any Agreement awarded to others for completion, plus Liquidated Damages.

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

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

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

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

28.3 Upon termination for default, Contractor shall:

(a) immediately discontinue work on the date and to the extent specified in the notice and place no further purchase orders or subcontracts to the extent that they relate to the performance of work terminated;

(b) inventory, maintain and turn over to City all materials, plant, tools, equipment, and property furnished by Contractor or provided by City for performance of work;

(c) promptly obtain cancellation upon terms satisfactory to City of all purchase orders, subcontracts, rentals, or any other agreements existing for performance of the

terminated work or assign those agreements to City as directed;

(d) cooperate with City in the transfer of information and disposition of work in progress so as to mitigate damages;

(e) comply with other reasonable requests from City regarding the terminated work; and

(f) continue to perform in accordance with all of the terms and conditions of the Agreement such portion of work that is not terminated.

(g) When the City terminates the Agreement, the Contractor shall not be entitled to receive any further payment until the Work is completed and approved by the Engineer of Record.

(h) All damages, costs and charges incurred by City shall be deducted from any monies due or which may become due to Contractor. In case the damages and expenses so incurred by City shall exceed the unpaid balance, then Contractor shall be liable and shall pay to City the amount of such excess.

28.4 If, after Notice of Termination or Suspension of Contractor's right to proceed, it is determined for any reason that Contractor was not in default, the rights and obligations of City and Contractor shall be the same as if the Notice of Termination had not been issued, pursuant to the Termination for Convenience clause as set forth below.

28.5 Termination By The City For Convenience:

The Agreement may be terminated for convenience by City upon fifteen (15) days' advance written notice to Contractor and the Contractor's surety, if any (delivered by certified mail, return receipt requested) of intent to terminate and the date on which such termination becomes effective. In such case, the Contractor shall be paid for all acceptable work performed prior to termination and shall not be entitled to any other costs, fees or payments. City may, at its option and convenience, terminate the Agreement, in whole or in part, at any time by written notice thereof to Contractor, whether or not Contractor is in default. Upon any such termination, Contractor hereby waives any claims for damages from the termination, including, without limiting the generality thereof, loss of anticipated profits on Work not performed on account thereof, home office overhead, lost bonding capacity, and consequential damages. As the sole right and remedy of Contractor, City shall pay Contractor in accordance with Subparagraphs below; provided, however, that those provisions of the Agreement, which by their very nature survive final acceptance under the Agreement, shall remain in full force and effect after such termination

(a) Upon receipt of any such notice, Contractor and its Surety shall, unless the notice requires otherwise;

(b) Immediately discontinue work on the date and to the extent specified in the notice.

- (c) Place no further orders or subcontracts for materials, services, or facilities, other than as may be necessary or required for completion of such portion of work under the Agreement that is not terminated;
- (d) Promptly make every reasonable effort to obtain cancellation upon terms satisfactory to City of all orders and subcontracts to the extent they relate to the performance of work terminated;
- (e) If requested by the City in writing, assign to the City, all right, title and interest of the Contractor under the subcontracts terminated. Such Assignment shall not include assumption of Contractor's obligations or liabilities under any subcontract. The City shall have the right (but not the obligation) to assume the Contractor's obligations under any subcontracts assigned. Neither this paragraph or any assignment of subcontracts, shall constitute the City's assumption of Contractor's or other obligations under any such subcontract absent a written document executed by the City and the subcontractor in which the City expressly acknowledges an assumption of Contractor's obligations, and then only to the extent specified. In no event will the City assume any obligation of the Contractor under the subcontracts that arise out of or relate to Contractor's default prior to such assignment;
- (f) The Contractor shall include in all subcontracts, equipment leases and purchase orders, a provision requiring the subcontractor, equipment lessor, or supplier, to consent to the assignment of their subcontract or purchase order to the City;
- (g) Assist City, as specifically requested in writing, in the maintenance, protection and disposition of property acquired by City under the Agreement; and,
- (h) Complete performance of any work that is not terminated.
- (i) Upon any such termination, City will pay to Contractor an amount determined in accordance with the following (without duplication of any item):
- (j) All amounts due and not previously paid to Contractor for work completed in accordance with the Agreement prior to such notice, and for work thereafter completed as specified in such notice.
- (k) The reasonable cost of settling and paying claims arising out of the termination of work under subcontracts or orders.
- (l) The verifiable costs incurred prior to notice of termination.
- (m) Any other reasonable costs which can be verified to be incidental to such termination of Work, including demobilization costs.
- (n) In the case of such termination for City's convenience, Contractor shall be entitled to receive payment for Work actually executed, and verifiable costs incurred by reason of such termination, along with an amount not to exceed ten (10) percent for profit and overhead on such verifiable costs incurred.

- (o) The City's Termination for Convenience shall be without waiver or prejudice to, all of the City's claims, rights and remedies arising out of or related to any default, breach of Agreement, damages or other claims the City may have against Contractor, or Contractor's subcontractors, material suppliers of any tier, or any other person or entity at the time of termination or arising thereafter.
- (p) Contractor hereby acknowledges acceptance of the risk and cost of the foregoing and acknowledges and agrees to the foregoing limitation on Contractor's claims or damages arising out of, or relating to, a termination for convenience by the City.
- (q) Contractor shall submit within 30 calendar days after receipt of notice of Termination, for Convenience, a written proposal for payment, including all incurred costs and other entitlements described herein. City shall review, analyze, and verify such proposal, and negotiate an equitable adjustment, and the Agreement shall be amended in writing accordingly.

29. Suspension By The City For Cause

The City may order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as deemed necessary by the City, if the Contractor fails to maintain all insurance Coverage required by the Agreement Documents. Any delay in the Work caused by a lapse in Coverage shall be deemed non-excusable, shall not be grounds for a time extension, and shall be subject to any other applicable provisions in the Agreement and Agreement Documents concerning Contractor delay.

30. Suspension By The City For Convenience

(A) The City may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part, for such period of time as the City may determine, and the Contractor shall be entitled to an appropriate time extension, provided the suspension delays the critical path of the Work.

(B) If such suspension exceeds thirty (30) consecutive days, Contractor may also be entitled to an adjustment in the Agreement Sum for increases in the cost of performance of the Agreement resulting directly from the suspension, delay, or interruption, including reasonable profit on such increased cost; provided however, that no adjustment will be made to the extent:

- (1) that performance is, was, or would have been so suspended delayed, or interrupted by another cause for which Contractor is responsible;
- (2) that Contractor fails to adequately document the cost increase;
- (3) that the Contractor would have incurred the cost increase regardless of the suspension, delay, or interruption, or

(4) that an equitable adjustment is made or denied under another provision of the Agreement or Agreement Documents.

31. Termination for Cause

If the Contractor fails to provide the services or shall in any other manner commit a breach of the agreement and fails to remedy the same within 30 calendar days after receipt of written notice from the City, the City may terminate the agreement, without any further notice to the Contractor. City representatives will review the construction services periodically to assure that the requirements of the agreement are being met. If any work is unsatisfactory, the Contractor shall be contacted, and the discrepancies corrected at no additional cost to the City. If deficiencies are not corrected within five (5) working days, the City may, at its option, perform the required services or contract to have them performed and deduct the cost of those services from the agreement cost.

31A. Receipt Of Notice Of Termination Or Suspension

Upon receipt of Notice of Termination or suspension, Contractor shall deliver or otherwise make available to City all data, drawings, specifications, reports, estimates, summaries and such other information as may have been required by the Agreement or Agreement Documents, whether completed or in process. Upon receipt of any such written notice, Contractor shall, unless the notice requires otherwise:

- (a) immediately discontinue work on the date and to the extent specified in the notice;
- (b) place no further orders or subcontracts for material, services, or facilities with respect to suspended work other than to the extent required in the notice;
- (c) promptly make every reasonable effort to obtain suspension, upon terms satisfactory to City, of all orders, subcontracts and rental agreements to the extent they relate to performance of work suspended;
- (d) continue to protect and maintain the Work including those portions on which work has been suspended, and
- (e) take any other reasonable steps to minimize costs associated with such suspension.

In addition to all amounts that would otherwise be due for Work performed prior to the suspension, as compensation for such suspension, Contractor will be reimbursed for the following verifiable costs (without profit) and without duplication of any item, to the extent that such costs directly result from such suspension of work:

- (a) standby charge to be paid to Contractor during the period of suspension of work which standby charge shall be sufficient to compensate Contractor for keeping, to the extent required in the notice, its organization and equipment committed to the Work in a standby status;
- (b) All reasonable costs associated with mobilization and demobilization of Contractor's plant, forces and equipment; and

- (c) An equitable amount to reimburse Contractor for the cost of maintaining and protecting that portion of the Work upon which work has been suspended.

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

33. Force Majeure. Under any and all provisions of this Agreement, neither the City nor Contractor, as the case may be, will be considered in breach of or in default of any of their respective non-monetary and monetary obligations under the Agreement as a result of an unavoidable delay due to strikes, lockouts, acts of God, inability to obtain labor or materials, riot, war, hurricane, tornado, weather related events or conditions, pandemics, epidemics, shutdowns due to government restrictions, utility company delays, or other similar causes beyond the commercially reasonable control of a party (in each case, an event of "Force Majeure"). Upon the occurrence of a Force Majeure, the applicable time-period will be extended for each day of the period of the Force Majeure event.

34. Remedies Cumulative. Waiver. The rights and remedies of the parties to this Agreement, whether provided by law or by this Agreement, are intended to be cumulative and concurrent. The exercise by either party of any one or more of its remedies will not preclude the exercise by a party, at the same or different times, of any other remedies for the same default or breach, or of any of its remedies for any other default or breach by the other party. The waiver by a party of any default or Event of Default under this Agreement will not extend to or affect any other existing or subsequent Event of Default, or impair any rights, powers, or remedies of a party in connection with any other default or Event of Default. A party's delay or omission in exercising any right, power or remedy will not be construed as a waiver of any default or Event of Default or constitute acquiescence to the default.

35. Notices. Except as provided above, whenever either party desires to give notice to the other, it must be given by written notice, sent by certified U.S. mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective persons and places for giving of notice:

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

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

Contractor: Juan C. Maggi
TECHGROPUONE, INC
8504 NW 66th Street,
Miami, FL 33166

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

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

38. Dispute Resolution

38.1 Claims And Disputes

A. The responsibility to substantiate a Claim shall rest with the party making the Claim. All Claims must be made in writing and addressed to the City and the Contractor.

B. Process for Resolving a Claim. The Contractor shall review the Claim and make a recommendation to the City. The City shall render a final decision regarding the Claim. A decision by the City shall be required as a condition precedent to litigation of a Claim between the Contractor and City as to all such matters arising prior to the date final payment is due, regardless of: 1) whether such matters relate to execution and progress of the Work; or 2) the extent to which the Work has been completed.

C. Time Limits on Claims. Claims by the Contractor must be made within thirty (30) days after occurrence of the event giving rise to such Claim or within thirty (30) days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Claims by the Contractor or its respective subcontractors must be made by written notice to the City. An additional Claim made after the initial Claim has been implemented by Change Order will not be considered unless submitted in a timely manner.

D. Continuing Agreement Performance. Pending final resolution of a Claim, unless otherwise agreed in writing, the Contractor shall proceed diligently with performance of the Agreement and the City shall continue to make payments in accordance with the Agreement Documents.

E. Claims for Concealed or Unknown Conditions. If conditions are encountered at the Project site which are: 1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Agreement Documents; or 2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist in the locale of the Project site and generally not recognized as inherent in construction activities of the character provided for in the Agreement Documents, then notice by the observing party shall be given to the other party promptly before conditions are disturbed and in no event later than twenty-one (21) days after first observance of the conditions. The Contractor shall promptly investigate such conditions and, if they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, Contractor shall recommend to the Consultant, with the City's approval, an equitable adjustment in the Agreement Sum, Agreement Time, or both. If the Consultant determines that the conditions at the Project site are not materially different from those indicated in the Agreement Documents and that no change in the terms of the Agreement is justified, the Consultant shall so notify the City and Contractor in writing, stating the reasons. Claims by either party in opposition to such determination must be made within twenty-one (21) days after the Consultant has given notice of the decision. If the Consultant and Contractor cannot agree on an adjustment in the Agreement Sum or Agreement Time, the adjustment shall be referred to the City for final determination.

F. Claims for Additional Cost. If the Contractor wishes to make Claim for an increase in the Agreement Sum, written notice as provided in these Conditions shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Paragraph 10.3. If the Consultant believes additional cost is involved for reasons including but not limited to: 1) a written interpretation from the Contractor; 2) an order by the City to stop the Work where the Contractor was not at fault; 3) a written order for a minor change in the Work issued by the Contractor; 4) failure of payment by the City; 5) termination of the Agreement by the City; or 6) City's suspension of Work, then the Claim shall be filed in accordance with the procedure established in this Agreement.

G. Claims for Additional Time.

1. If the Contractor wishes to make Claim for an increase in the Agreement Time, written notice as provided in these Conditions shall be given. The Contractor's Claim shall include an estimate of cost and a probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.
2. If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time and could not have been reasonably anticipated, and that weather conditions had an adverse effect on the scheduled construction.

H. Injury or Damage to Person or Property. If either party to the Agreement suffers injury or damage to person or property because of an act or omission of the other party, or any of the other party's employees or agents, or of others for whose acts such party is legally liable, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding twenty-one (21) days after first observance of the injury or damage. The notice shall provide sufficient detail to enable the other party to investigate the matter.

38.2 Resolution Of Claims And Disputes

- A. The Contractor shall review Claims and take one or more of the following preliminary actions within ten days of receipt of a Claim: 1) request additional supporting data from the claimant; 2) submit a schedule to the parties indicating when the Contractor expects to take action; or 3) suggest a compromise. The Consultant may, at the City's direction, notify the surety, if any, of the nature and amount of the Claim. The Contractor shall notify the City or the Claimant. The City shall make the final determination of whether to pay or dispute the Contractor's Claim.
- B. If a Claim has been resolved, the Contractor shall prepare or obtain appropriate documentation.
- C. If a Claim has not been resolved, the party making the Claim shall, within ten days (10) after the Contractor preliminary response, take one or more of the following actions: 1) submit additional supporting data requested by the Contractor; 2) modify the initial Claim; or 3) notify the Contractor that the initial Claim remains valid.
- D. The Contractor shall notify the parties in writing of the City's decision within seven days of receipt of: 1) additional supporting data; 2) a request to modify the initial Claim; or 3) that the initial Claim stands and the City's decision shall be final and binding on the parties but subject to review by a court of competent jurisdiction. The Contractor shall prepare or obtain appropriate documentation regarding the Claim. If there is a surety and there appears to be a possibility of a Contractor's default, the Contractor may, at the City's direction, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

38.3 All claims, counterclaims, disputes and other matters in question between City and Contractor arising out of, relating to or pertaining to this Agreement, the breach of it, the services of it, or the standard of performance required in it, shall be addressed by resort to non-binding mediation as authorized under the laws and rules of Florida; provided, however, that in the event of any dispute between the parties, the parties agree to first negotiate with each other for a resolution of the matter or matters in dispute and, upon failure of such negotiations to resolve the dispute, the parties shall resort to mediation.

39. Venue; Fees.

39.1 If mediation is unsuccessful, any such matter may be determined by litigation in a court of competent jurisdiction in Broward County, Florida, or the Federal District Court of the Southern District of Florida and appropriate appellate courts for such venue and jurisdiction. To be clear, should mediation fail, all claims, counterclaims, disputes and other matters in question between City and Contractor arising out of, relating to or pertaining to this Agreement, or the breach of it, or the services of it, or the standard of performance required in it, shall be addressed by resort to non-binding mediation as authorized under the laws and rules of Florida. **IN ANY LITIGATION, THE PARTIES AGREE TO EACH WAIVE ANY TRIAL BY JURY OF ANY AND ALL ISSUES. THE PARTIES UNDERSTAND AND AGREE THAT THIS WAIVER IS A MATERIAL AGREEMENT TERM.**

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

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

41. Prevailing Party's Attorneys' Fees. If either party institutes legal proceedings in connection with the Agreement, the prevailing party will be entitled to recover its costs of suit, including without limitation, its Attorneys' Fees.

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

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

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

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

46. Independent Contractors. Contractor, any Subcontractors and their respective employees and agents shall be and remain independent Contractors and not employees of City with respect to all of the acts and services performed under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties to this Agreement. All agents, employees and Subcontractors of the Contractor retained to perform services pursuant to this Agreement shall comply with all laws of the United States concerning work eligibility.

47. The Contractor understands and agrees that the City, during any fiscal year, is not authorized to expend money, incur any liability, or enter into any Agreement which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year and that any Agreement, verbal or written, made in violation of this subsection is null and void and that consequently, no money may be paid on such Agreement beyond such limits. Nothing contained in this Agreement shall prevent the making of contracts for periods exceeding one (1) year, but any Agreement so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Contractor shall not proceed with services under this Agreement without City's written verification that the funds necessary for Contractor compensation and other necessary expenditures are budgeted as available within the appropriate fiscal year budget.

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

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

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

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

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

- A. Claims based upon any alleged breach by the City of implied warranties for representations not specifically set forth in this Agreement, as the parties stipulate that there are no such implied warranties or representations of the Contractor. All obligations of the parties are only as set forth in this Agreement;
- B. Claims based upon negligence or any tort arising out of this Agreement;
- C. Claims upon alleged acts or inaction by the City, its commissioners, attorneys, administrators, Contractors, agents, or any Contractor employee;
- D. Claims based upon an alleged waiver of any of the terms of this Agreement unless such waiver is in writing and signed by an authorized representative for the City and Contractor.

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

such material at such other location. The City shall make a reasonable effort to maintain the confidentiality of such audit report(s).

54. Scrutinized Companies. Contractor shall certify that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2018), and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City's option if Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2018), as may be amended or revised, or been placed on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2018), as may be amended or revised, or is engaged in a boycott of Israel.

55. Verification of Employment Eligibility. Contractor represents that Contractor and each Subcontractor has registered with and uses the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this Agreement will not violate that statute. If Contractor violates this section, Municipality may immediately terminate this Agreement for cause and Contractor shall be liable for all costs incurred by Municipality due to the termination.

56. Successors And Assigns. The City and the Contractor each binds itself, its officers, directors, qualifying agents, partners, successors, assigns and legal representatives to the other party hereto and to the partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in the Agreement. Contractor shall not assign, transfer, convey or otherwise hypothecate the Agreement or its right, title or interest in or to the same or any part thereof, or allow legal action to be brought in its name for the benefit of others, without previous written consent of the City, and concurred with by the Contractor's Surety. Contractor acknowledges that the City has entered into this Agreement with Contractor after a comprehensive competitive award process, and evaluation of Contractor's particular qualifications and skills to perform the Work. Therefore, Contractor agrees that the City may withhold the consent to assignment referred to herein for any reason the City deems appropriate, in its sole and exclusive discretion.

57. Time is of the Essence. Time is of the essence in the performance of all obligations of each party under this Agreement.

58. No Partnership or Joint Venture. It is mutually understood and agreed that nothing contained in this Agreement is intended or is to be construed in any manner or under any circumstances whatsoever as creating or establishing the relationship of co-partners or creating or establishing the relationship of a joint venture between the City and Contractor, or as constituting Contractor as the agent or representative of the City for any purpose or in any manner whatsoever.

59. Recording; Documentary Stamps. A memorandum of this Agreement, in the form attached as Exhibit H, will be recorded by the City in the Public Records of Broward County, Florida. The cost of recording, and the cost of any required documentary stamps, will be paid in full by the City. The parties will cooperate in structuring the transactions contemplated by this Agreement to reduce such costs, provided the structure does not have any adverse consequence for the City.

60. Governing Law. This Agreement will be governed by the laws of the State of Florida. This Agreement is subject to and must comply with the Charter and City Code of the City of Dania Beach, as they exist on the date of execution of the Agreement. Any conflicts between this Agreement and the Charter and City Code will be resolved in favor of the City's Charter. Venue for any disputes arising out of this Agreement and for any actions involving the enforcement or interpretation of this Agreement will be in the State courts of the 17th Judicial Circuit of Broward County, Florida.

61. Third Party Beneficiaries. Neither Contractor nor City intend to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement.

62. Negotiated Agreement. Both parties have substantially contributed to the drafting and negotiation of this Agreement and this Agreement shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other. The parties hereto acknowledge that they have thoroughly read this Agreement, including all exhibits and attachments hereto, and have sought and received whatever competent advice and counsel was necessary for them to form a full and complete understanding of all rights and obligations herein.

63. Incorporation by Reference. The truth and accuracy of each "Recital" clause set forth above is acknowledged by the parties. The attached Exhibits to this Agreement are incorporated into and made a part of this Agreement and all exhibits subsequently attached to this Agreement pursuant to the terms hereof shall be deemed incorporated into and made a part of this Agreement.

64. Conflicts of Interest: City Representatives not Individually Liable. No elected official, representative, or employee of the City has any personal interest, direct or indirect, in this Agreement. No elected official, representative or employee will participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership or association in which he or she has an interest, directly or indirectly. No elected official, representative or employee of the City will be personally liable to Contractor or any successor in interest for any amount which may become due to Contractor, for any obligations of City under the Agreement, or in the event of any default or breach by the City.

65. Section. Section headings are for convenience only and do not affect the interpretation of this Agreement.

66. Counterparts. This Agreement may be signed in counterparts, each one of which is considered an original, but all of which constitute one and the same instrument. This Agreement is effective only after execution and delivery by the parties.

67. Entire Agreement. This Agreement (including the Exhibits) constitutes the sole agreement of the parties with respect to its subject matter. It supersedes any prior written or oral agreements or communications between the parties.

68. Amendments. No amendment to this Agreement is binding on either party unless in writing and signed by both parties. The City is not obligated to spend any money or undertake any obligation in connection with an amendment proposed by Contractor. If Contractor requests an amendment to the Agreement or any other action by City, Contractor must reimburse City for all third-party costs incurred by City (including but not limited to costs of third-party consultants and attorneys). Before the City takes action regarding any request, Contractor must deposit with the City the estimated amount of third-party costs, as reasonably determined by the City.

69. Holidays. The parties agree that whenever a notice or performance due under the Agreement falls on a Saturday, Sunday or on a legal holiday recognized by the City, the notice or performance will be postponed to the next following business day.

70. Other governmental entities may elect to purchase the goods and services specified in this Agreement, which shall be made available upon the same terms and conditions as those specified in this Agreement.

71. Survival. A termination of the Agreement will not release Contractor from its obligation to indemnify City for any acts which occurred prior to the termination of the Agreement, unless otherwise agreed upon by City and Contractor or by judicial decree. Upon termination or expiration of this Agreement, the Contractor shall remain liable for all obligations and liabilities that have accrued prior to the date of termination or expiration, unless relieved of such obligation or liability by action of a court or rule of law.

SIGNATURES ON THE FOLLOWING PAGES

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

ATTEST:

CITY OF DANIA BEACH, FLORIDA,
a Florida municipal corporation

ELORA RIERA, MMC
CITY CLERK

JOYCE L. DAVIS
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS

EVE A. BOUTSIS
CITY ATTORNEY

ANA M. GARCIA, ICMA-CM
CITY MANAGER

WITNESSES:

CONTRACTOR:
TECHGROUPONE, INC

SIGNATURE

SIGNATURE

PRINT Name

PRINT Name

SIGNATURE

Title

PRINT Name

Date: _____

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by means of ☐ physical presence
or ☐ online notarization, on _____ 202__ by
_____. He/she is personally known to me or has
produced _____ as identification.

My Commission Expires:

Notary Public, State of Florida

Print Name



City of Dania Beach Public Services Memorandum

DATE: 12/10/2024

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 EXCEEDS \$1M FOR THE REBUILD OF LIFT STATION NO.12 PROJECT-SECOND READING

Request:

The Public Services Department (PSD) requests expenditure authorization of City funds exceeding one million dollars for the Rebuild of Lift Stations (LS) No. 12 Project (Project).

Background:

To address the sewer utility's need to rebuild its outdated LS's, PSD has completed the design and permitting of nine replacement lift stations, including LS 12. This project is ready to be bid for. Based on cost estimates, the expectation is that an expenditure of over \$1 million to rebuild the three stations will be required. The City Commission must, pursuant to Section 2, "Certain Expenditures" of Article 3, "Powers of the City", of the City Code of Ordinances, must approve any expenditures that exceed One Million Dollars (\$1,000,000.00) after two advertised public hearings of the ordinance.

This item will be the first of two readings of the Ordinance to authorize the approval of funds for the project.

Budgetary Impact

Funding for this Project will be appropriated from the Sewer Fund and include American Rescue Plan Act (ARPA) grant funding where applicable.

Recommendation

It is recommended that the City Commission adopt an Ordinance to authorize the expenditure of City funds exceeding one million dollars for the Rebuild of Lift Stations No.12 Project.

ORDINANCE NO. 2024-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE EXPENDITURE OF CITY FUNDS EXCEEDING ONE MILLION DOLLARS (\$1,000,000.00) FOR REBUILDING LIFT STATION NO. 12; 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 advertised public hearings of the ordinance; and

WHEREAS, the City Public Services Department has identified that Lift Station No. 12 must be rebuilt; and

WHEREAS, the cost to rebuild each individual Lift Station is anticipated to exceed One Million Dollars (\$1,000,000.00), which expenditures require the adoption of an Ordinance.

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 rebuild each of the Lift Stations.

Section 3. That funding for this Project will be appropriated from the Sewer Fund and include American Rescue Plan Act (ARPA) grant funding where applicable.

Section 4. That all ordinances or part of ordinances in conflict with the provisions of the Ordinance are repealed.

Section 5. That it is the intention of the Mayor and City Commission of the City of Dania Beach, and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Code of the City of Dania Beach, Florida. The sections of this ordinance may be renumbered or re-lettered to accomplish such intention, and the word "ordinance" may be changed to "section," "article," or other appropriate word.

Section 6. That this Ordinance shall be effective 10 days after passage on second reading.

PASSED on first reading on _____, 2024.

PASSED AND ADOPTED on second reading on _____ 2024.

First Reading:

Motion by: _____

Second by: _____

Second Reading:

Motion by: _____

Second by: _____

FINAL VOTE ON ADOPTION: Unanimous _____

Yes No

Commissioner Lori Lewellen _____

Commissioner Luis Rimoli _____

Commissioner Archibald J. Ryan IV _____

Vice Mayor Marco Salvino _____

Mayor Joyce L. Davis _____

ATTEST:

ELORA RIERA, MMC
CITY CLERK

JOYCE L. DAVIS
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY



City of Dania Beach Finance Memorandum

DATE: 12/10/2024

TO: Mayor and Commissioners

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

VIA: Frank DiPaolo, Chief Financial Officer

SUBJECT: Adoption of an Ordinance authorizing the expenditure of City Funds exceeding One Million Dollars (\$1,000,000.00) for the purchase of a Smart Water Meter / Advanced Metering Infrastructure (AMI) System

Request:

The Finance Department requests adoption of an Ordinance authorizing the expenditure of City Funds exceeding One Million Dollars (\$1,000,000.00) for the purchase of a Smart Water Meter / Advanced Metering Infrastructure (AMI) System.

Background:

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 advertised public hearings of the ordinance.

The Finance Department has identified the need to implement a comprehensive Smart Water Meter / Advanced Metering Infrastructure (AMI) System. The City issued Request for Proposals (RFP) No. 24-014 for the purchase and installation of the system, and contract is currently under negotiation. The cost of the system will exceed One Million Dollars (\$1,000,000.00).

Budgetary Impact

The cost of the project is funded by American Rescue Plan Act State and Local Fiscal Recovery Funds, supplemented by Water and Sewer Fund Net Assets (reserves).

Recommendation

Adopt the Ordinance authorizing the expenditure of City Funds exceeding One Million Dollars (\$1,000,000.00) for the purchase of a Smart Water Meter / Advanced Metering Infrastructure (AMI) System.

ORDINANCE NO. 2024-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE EXPENDITURE OF CITY FUNDS EXCEEDING ONE MILLION DOLLARS (\$1,000,000.00) FOR THE PURCHASE OF A SMART WATER METER / ADVANCED METERING INFRASTRUCTURE (AMI) SYSTEM; 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 advertised public hearings of the ordinance; and

WHEREAS, the Finance Department has identified the need to implement a comprehensive Smart Water Meter / Advanced Metering Infrastructure (AMI) System; and

WHEREAS, the cost to purchase and implement the system will exceed One Million Dollars (\$1,000,000.00); which expenditures require adoption of an Ordinance.

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 implement the Smart Meter AMI system.

Section 3. That funding for this Project will be appropriated from the Water Fund, Sewer Fund and American Rescue Plan Act (ARPA) funds.

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 10 days after passage on second reading.

PASSED on first reading on _____, 2024.

PASSED AND ADOPTED on second reading on _____ 2024.

First Reading:

Motion by: _____

Second by: _____

Second Reading:

Motion by: _____

Second by: _____

FINAL VOTE ON ADOPTION: Unanimous _____

Yes No

Commissioner Lori Lewellen _____

Commissioner Luis Rimoli _____

Commissioner Archibald J. Ryan IV _____

Vice Mayor Marco Salvino _____

Mayor Joyce L. Davis _____

ATTEST:

ELORA RIERA, MMC
CITY CLERK

JOYCE L. DAVIS
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY



City of Dania Beach City Attorney Memorandum

DATE: 12/10/2024

TO: Mayor and Commissioners

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

VIA: Eve A. Boutsis, City Attorney on behalf of Commissioner Lewellen

SUBJECT: Ordinance Amending Code to Prohibit Camping on Public Property

Request:

To pass on first reading the ordinance amending Chapter 17 relating to prohibiting camping on public property.

Background:

In April 2024, the City adopted a new camping ordinance prohibiting camping in public places, which ordinance was consistent with state law. It provided a mechanism for the City to assist the person(s) camping in the public to try to seek temporary housing, and a violation of the City Code if they refused to leave the public places. Since then, the state adopted House Bill 1365, which prohibits counties or municipalities from authorizing or otherwise allowing “any person to regularly engage in public camping or sleeping on any public property, including, but not limited to, any public building or its grounds and any public right-of-way under the jurisdiction of the county or municipality, as applicable”. This bill was codified at Section 125.0231, Florida Statutes, and became effective July 1, 2024. It prohibits counties or municipalities from authorizing or otherwise allowing “any person to regularly engage in public camping or sleeping on any public property, including, but not limited to, any public building or its grounds and any public right-of-way under the jurisdiction of the county or municipality, applicable”. Further the state law provides for a private cause of action that becomes effective on January 1, 2025, for residents to file suit against a city if, after 5 business days’ notice to the City, of a violation of Section 125.0231, the violation has not been cured.

Recently, Broward County adopted ordinance no. 2024-37, effective October 9, 2024, ordinance creating a camping prohibition consistent with the requirements of House Bill 1365, enforceable in the entire count. The County ordinance shall be enforced by the Broward Sheriff’s Office. However, the Sheriff has advised that city anti-camping ordinances will not be enforced through utilization of the County’s jail system. Due to the foregoing, the City seeks to utilize the County Ordinance to ensure that violators can be housed in the jail, if found in violation of the County’s anti-camping ordinance, which ordinance is in compliance with House Bill 1465. Although the City shall now utilize the County’s ordinance 2024-37, the City is seeking to amend its code to reflect the adoption of the County ordinance, remove the City’s ordinance to ensure no confusion by the public, and seeks to create a website link for all complaints relating to unauthorized camping in the City of Dania Beach to make it easier for its residents and for the City to follow

up timely on any complaints. The County ordinance does not address how to provide the notice to the cities utilizing same. Therefore, the City shall specifically adopt county ordinance, with the exception that all notice shall be provided through the mechanism created by the City, which shall be reported to the following email address: encampment@daniabeachfl.gov.

Budgetary Impact

No budgetary impact anticipated.

Recommendation

That the City Commission approve the ordinance on first reading and schedule second reading, public hearing.

ORDINANCE NO. 2024-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTERS 17, ENTITLED “OFFENSES – MISCELLANEOUS” TO REPEAL THE CITY’S CAMPING ORDINANCE IN ORDER TO ENFORCE THE COUNTY’S ANTI-CAMPING ORDINANCE AND PROVIDING FOR NOTICE TO THE CITY OF CAMPING VIOLATIONS; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, it is the policy of the City of Dania Beach that public property, including, but not limited to, public sidewalks, streets, alleyways, parks, beach access areas, walkways, pathways, garages, buildings, promenades, and pedestrian malls should be readily accessible and available for use by residents, visitors and the public at large for their safe enjoyment; and

WHEREAS, the use of public areas by individuals for camping interferes with the rights of residents, visitors and the public to freely use public spaces for the purpose for which they were intended; and

WHEREAS, the prohibition on camping in public places in the City furthers the legitimate governmental interest in protecting the public health and the safety of all persons within the City; and

WHEREAS, during its 2024 legislative session the Florida Legislature enacted House Bill 1365, which prohibits counties or municipalities from authorizing or otherwise allowing “any person to regularly engage in public camping or sleeping on any public property, including, but not limited to, any public building or its grounds and any public right-of-way under the jurisdiction of the county or municipality, as applicable”; and

WHEREAS, the House Bill was codified at Section 125.0231, Florida Statutes, became effective July 1, 2024, and prohibits counties or municipalities from authorizing or otherwise allowing “any person to regularly engage in public camping or sleeping on any public property, including, but not limited to, any public building or its grounds and any public right-of-way under the jurisdiction of the county or municipality, applicable”; and

WHEREAS, additionally, the Bill creates a private cause of action, that becomes effective on January 1, 2025, which provides the authority for a resident to sue a city for damages and

attorneys fees, if, after 5 business days' notice to the City of a violation of Section 125.0231, the violation has not been cured by the City; and

WHEREAS, based upon the requirements of the House Bill, the Broward County adopted ordinance no. 2024-37, effective October 9, 2024, which ordinance precludes public camping consistent with the state law requirements, and which county ordinance is enforceable anywhere in the county; and

WHEREAS, the Broward Sheriff's Office advises that it can arrest under the Broward County ordinance, but will not enforce any city ordinance on camping prohibitions; and

WHEREAS, the City seeks to utilize the County Ordinance to ensure that violators can be housed in the jail, if found in violation of the County's anti-camping ordinance; and

WHEREAS, although utilizing the County's ordinance 2024-37, the City is seeking to modify the notice requirement of the County so that the City is noticed of any violations within the jurisdictional limits of the City, and the City seeks to create a website link for all complaints relating to unauthorized camping in the City of Dania Beach to make it easier for its residents and for the City to follow up timely on any complaints;

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

Section 1. That the preceding "WHEREAS" clauses are ratified and incorporated as a record of the legislative intent of this Ordinance.

Section 2. That Chapter 17, entitled "Offenses – Miscellaneous" of the City's Code of Ordinances, at Article I, "In General", is amended to read as follows:

CHAPTER 17 OFFENSES – MISCELLANEOUS

ARTICLE 1. IN GENERAL

Sec. 17-11.3 Camping prohibited; Compliance with Broward County Ordinances sections 21-2, 21-3, 21-6 and notice of violation to Dania Beach, procedure for same, indicia of camping.

The City of Dania Beach shall utilize and implement Broward County Ordinances and cite to the Broward County ordinances for camping violations:

21.2 Public Camping or sleeping; prohibition; penalties.

21.3 Public camping or sleeping; complaints.

21.6 Broward County Adult Civil Citation Program.

A resident of the County, a business located in Broward County, or the Florida Attorney General, may provide written notice of a violation of Broward County Ordinances 21-2, 21-3, and 21-6 relating to public camping violations, to the City Commission via a designate an e-mail address to be displayed on the City's website to serve as the primary means of receiving such written notice. The email for all complaints shall be encampment@daniabeachfl.gov. To enable the City to take reasonable action within the limits of its authority to cure an alleged violation, the written notice must specify:

- a. The location of the violation;
- b. The date(s) of the alleged violation;
- c. A description or photograph of the alleged violator; and
- d. Any other information that will assist the City to address or otherwise to cure the alleged violation.

~~(1) — For the purposes of this section, "camping" is defined as:~~

~~(a) Sleeping or otherwise being in a temporary shelter out of doors:~~

~~(b) ——— Sleeping out of doors; and/or~~

~~(c) ——— Cooking over an open flame or fire out of doors.~~

~~(2) — Camping is prohibited on all public property, except as may be specifically authorized by the appropriate governmental authority.~~

~~(3) — Camping is prohibited on all private property in the City used for residential purposes; provided, however, that camping is permitted on such property with the permission and consent of the property owner.~~

~~(4) — Indicia of camping. Local court rulings have held that in order to "camp", the suspect must do more than simply fall asleep on City property. There must be some indication of actual camping. One or more of the following should exist before an arrest under this section is appropriate:~~

~~(a) — the property must be private or public property, including but not limited to highway overpasses and parking lots;~~

~~(b) — the suspect is inside a tent or sleeping bag, or the suspect is asleep atop and/or covered by materials (i.e. bedroll, cardboard, newspapers), or inside some form of temporary shelter (except that an individual on a public beach during operational hours shall not be charged under this ordinance unless the officer identifies evidence that the beach is being used as a living space rather than for its intended purpose);~~

~~(c) —the suspect has built a campfire; or~~

~~(d) —the suspect is asleep and when awakened volunteers that he has no other place to live. If a law enforcement officer or other authorized official encounters a person engaged in camping who volunteers that he or she has no home or other permanent shelter, he or she must be given an opportunity to voluntarily enter a homeless shelter or similar facility within Broward, if available to that person, or to accept other available government assistance for which the person is eligible that would result in housing, including, but not limited to, mutually consensual reunification with family or friends in any location, or consensual placement in any other appropriate facility that provides housing within Broward County. If no homeless shelter or other facility, or government assistance, that would result in immediate housing, is available for which the person is eligible, an arrest may not be made.~~

~~(e) —Upon arrest, evidence of camping (sleeping bags, bedroll, cardboard, newspapers, etc.), should not be destroyed, but should be seized and placed in the Police Department's Property and Evidence rooms for safekeeping. Other personal property of the Defendant, which is not evidence, should be taken to the appropriate Broward County jail with the Defendant.~~

~~(5) Violation of this section shall be punished in accordance with section 1-8 of the City Code.~~

* * *

Section 3. That if any section, clause, sentence, or phrase of this Ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, the holding shall not affect the validity of the remaining portions of this Ordinance.

Section 4. That all ordinances or parts of ordinances in conflict with the provisions of this Ordinance are repealed to the extent of such conflict.

Section 5. That it is the intention of the Mayor and City Commission of the City of Dania Beach, and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Code of the City of Dania Beach, Florida. The sections of this ordinance may be renumbered or re-lettered to accomplish such intention, and the word "ordinance" may be changed to "section," "article," or other appropriate word.

Section 6. That this Ordinance shall be effective 10 days after passage on second reading.

PASSED on first reading on _____, 2024.

PASSED AND ADOPTED on second reading on _____ 2024.

First Reading:

Motion by: _____

Second by: _____

Second Reading:

Motion by: _____

Second by: _____

FINAL VOTE ON ADOPTION: Unanimous _____

Yes No

Commissioner Lori Lewellen _____

Commissioner Luis Rimoli _____

Commissioner Archibald J. Ryan IV _____

Vice Mayor Marco Salvino _____

Mayor Joyce L. Davis _____

ATTEST:

ELORA RIERA, MMC
CITY CLERK

JOYCE L. DAVIS
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY